**Terms and conditions of supply for any products or services**

**Last updated : 22 Sept 2022**

These are the terms and conditions of supply for any Products or Services (as defined below) purchased through the website at [https://www.resiroc.net/](https://www.sage.com/en-gb/)  (our "Website"). Please read them carefully because they form a legal agreement between you and us in relation to your purchase of any Products or Services via our Website.

**Important notice**

Our Products and Services are for UK business use only, and not for Consumers, or individuals under 18 years of age.

**1. Who we are**

We are Resiroc Limited, a company incorporated in England with company registration number 12395515 and whose registered office address is Regency House, Mere Park, Dedmere Road, Marlow, SL7 1FJ, ("we", or "us", or "our").

Please see our Contact section for more information as the telephone or fax numbers and email addresses to use will depend on the nature of your query.  please telephone 01628613764 or email us on [info@resiroc.net](mailto:info@resiroc.net).

**2. What these Terms are about**

These Terms apply to any purchases of Products or Services via our Website.  By placing an Order (see how to do this below) or by clicking to accept these terms on our Website you agree to these Terms.  If you do not agree to them you should not place any Orders through our Website.

The most current version of these Terms is dated above but we may change them from time to time without giving you notice, so you must read these Terms every time you place an Order through our Website. The Terms published on our Website at the time you place your Order will apply to your Order unless we notify you of a change to these Terms before we have accepted your Order, or we are obliged to make a change to these Terms, for example, as a result of changes to the law.

**3. What some words in these Terms mean**

In these Terms we use certain words to add clarity. Where you see one of the words below in these Terms, it has the meaning set out below.

* "Acceptance" means an Electronic Communication from us accepting your Order and "accepted" will be interpreted in the same way ;
* "Consumer" means a person acting for purposes which are outside his or her business ;
* "Contract" means the binding legal contract between you and us for the licensing of Software and/or the sale of other Products and/or the supply of any Services, as set out in section 4 below ;
* "Electronic Communication" means an electronic communication between you and us by fax or email ;
* "Order" means your contractual offer to buy Products or Services from us by placing an order through our Website ;
* "Products" means our Software and other products as set out on the Resiroc website from time to time ;
* "Terms" means these standard terms and conditions for our supply of Products and/or Services ;
* "Services" means the services as set out on the Resiroc website from time to time ;
* "Software" means our licensed software products as set out on the Resiroc website from time to time ; and
* "Specific Terms" means terms which apply specifically to the Products (such as those in a software licence) or Services, and which are separate from these Terms.

**4. Buying Products/Services through our Website**

**About you**

Our Website allows you to buy Products and Services. As you might expect, the Products and Services on our Website are not intended for everyone and we rely on you to check you are eligible to buy the Products and Services and that the Products and Services meet your specific needs before you place any Orders. By placing an Order through our Website, you are representing that :

* you are legally capable of entering into binding contracts ;
* you are at least 18 years old ;
* you are resident in the UK.
* if you are an individual placing an Order on behalf of a business or an organisation, you are authorised to place the Order on their behalf.

**How to buy Products and Services**

The steps you need to take to conclude a Contract with us are :

**(A) Check variable information, such as prices**

We will display on our Website certain variable information which you will need to know before you place your Order, such as the range and descriptions of Products and Services and their current prices. This information may also be available outside of our Website, for example, in printed documentation or supplied over the telephone by our sales staff.

Please note that this variable information is known as an "invitation to treat" and not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without any liability to you. You understand that sometimes errors can occur and so we will not be contractually bound to supply you with Products or Services on the basis of incorrect information, even if that information is repeated in your Order. Please see section 6 for more information about prices and how to pay.

**(B) Make sure you read and understand our terms**

These Terms, our Terms of Use and Privacy Policy along with any Specific Terms that are available on our Website, apply to your use of our Website and to any Orders you place via our Website. Please ensure you read these documents carefully so you understand what you are agreeing to before you use our Website and/or place your Order. If you have any concerns, you should contact us and we will do everything we can to help. Please note these Terms will take priority over and exclude any other terms and conditions you try to impose.

**(C) Complete your Order**

Please select the Products and/or Services you wish to buy, tell us how you wish to pay, and give us any other information we request to enable us to fulfil your Order. We can only act on the information you provide to us, so please ensure that all information you provide to us is correct.

You must pay for your Products and/or Services online by credit or debit card

The credit and debit cards we accept are set out on our Website. If you choose to pay by credit or debit card, we will charge it when you place your Order (see below) and we will check to see whether the transaction is authorised. Our payment card processor may contact you to confirm that your payment has been authorised ; this is not an Acceptance of your Order (see below).

**5. The price of the Products and Services and how to pay**

The price of the Products and Services will be as set out on our Website from time to time, except in the case of error.  All prices are calculated in English pounds sterling (or any other currency we agree to accept) and will be confirmed to you in our Acceptance of your Order.

The prices on our Website are exclusive of VAT and delivery costs (where applicable). Any applicable delivery costs will be as set out on our Website from time to time. Your Order will show VAT and delivery costs (where applicable) both as a separate item and as included in the total price.

Subject to our obligation to supply the Products and Services at the price stated in a Contract, we reserve the right at any time to increase the prices of the Products and Services and to change the range of Products and Services available. We will try to give you as much notice as we can of changes to the range and any increase in prices.

Our Website contains a large number of Products and Services and it is always possible that, despite our best efforts, some of the Products or Services listed on our Website may be incorrectly priced. We will normally verify prices as part of our Acceptance procedure so that, where a Product or Service's correct price is less than our stated price, we will charge the lower amount when accepting your Order and dispatching the Product to you (if applicable). If a Product or Service's correct price is higher than the price stated on our Website, we will normally either contact you for instructions before sending the Product or supplying the Service to you, or reject your Order and notify you of our rejection. We are under no obligation to provide the Product or Service to you at the incorrect (lower) price, even after we have sent you our Acceptance, if the pricing error is obvious and unmistakeable and could have been reasonably recognised by you as a mispricing.

Please ensure all payments are made by the due date for payment.  If you fail to make any payment by the due date then, in addition to any other right or remedy available to us, we will be entitled to :

* cancel the Contract or suspend the performance of any Services ; and
* take any payment made by you against such of the Products and Services as we may think fit ; and
* exercise our legal right to claim interest under any applicable law or statute, for example, the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation (as amended from time to time) together with compensation for debt recovery costs.

**6. Availability and delivery of Products and Services**

We aim to fulfil your Order within 2-3 working days or if not, within a reasonable period following your Order, unless there are exceptional circumstances. If we cannot fulfil your Order within a reasonable period, we will inform you at the time you place the Order by a note on the relevant web page or by contacting you directly after you place your Order.  Time is not of the essence of the Contract, which means we will aim to fulfil your Order within any agreed timescales but this is not an essential term of the Contract and we will not be liable to you if we do not do so.

**7. Returns and cancellations**

We want you to be completely satisfied with the Products or Services you order from our Website. If you need to speak to us about your Order, then please contact customer care on 01628613764 or by email at [info@resiroc.net](mailto:info@resiroc.net) or write to us at our address (see section 1 above). You may cancel an Order that we have accepted or cancel the Contract or return Products to us in accordance with our Returns Policy. If any Specific Terms accompanying the Product or Service contain terms about returning the Product or Service, the Returns Policy in the Specific Terms will apply.

**Our rights to cancel**

We may cancel your Order and any Contract if you :

* order Products or Services that become unavailable.  If this happens we will let you know the Products or Services are not available and we will try to help you find alternative products or services which meet your needs, but we are not obliged to provide substitute products or services ; or
* do not pay us the price due for the Products or Services by the due date ; or
* are from outside the UK ;

**8. Handover of responsibility for and ownership of the Products and Services**

You will be responsible for looking after the Products from the time of delivery to your delivery address. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.  If the Products consist of intellectual property, like software (see below), we only transfer ownership of the disk or other media that the software or other intellectual property is recorded on. We do not transfer ownership of the software or other intellectual property itself.

Intellectual property rights are, in summary, the rights an owner has to say how certain things like music, films and software may be used.  You acknowledge that we (or our licensors, as applicable) own the copyright and any other intellectual property rights in the Products and Services.  You may only use the Products and Services in accordance with the Contract and you are not granted any other right or licence in relation to the intellectual property rights in the Products and Services. If a third party successfully claims that our Products or Services breach that third party's intellectual property rights, we will be entitled to replace the Products (or the part in question), re-supply the Services free of charge or, at our discretion, refund to you the price of the Products or the Services (or a proportionate part of the price), but we are not accountable to you in any other way.  In particular, we will not be responsible for any defects or intellectual property rights claims arising from your customisation of the Products or Services or your other instructions.

**9. Third party Products and Services**

Please note that in some circumstances, we accept Orders for Products or Services as resellers of third party Products and Services. The contract to use those third party Products or Services will be between you and that Third party seller, not between you and us, and will be subject to their terms and conditions. They will advise you of the applicable terms and conditions directly, usually when you install or first use their Products or Services. You should read those terms and conditions carefully to check you understand and can comply with them.

We may also provide links on our Website to the websites of other companies. We do not control those companies and so we cannot promise that Third-party Products and Services which you purchase through our Website, or from companies to whose website we have provided a link on our Website, will be of satisfactory quality, and we do not give any promise about those companies or their Products and Services. We will notify you when a third party is involved in a transaction, and we may disclose your information related to that transaction to the third-party seller.

**10. What happens if things don't go as planned ?**

If there are any Specific Terms for the Products or Services, those Specific Terms may set out what happens if things don't go as planned and, if they do, the Specific Terms will take priority over these Terms. If not, this section 11 will apply.  
  
We will always try to ensure that our Products and Services meet the standards we have promised and that you can use them in your business. However, because of the wide range of Products and Services we provide, sometimes things may go wrong. If we are at fault, we will always try to resolve any problems we have caused and we accept liability for the following where and to the extent that, such loss or damage is caused by our negligent act or omission, breach or default :

* death or personal injury ;
* direct physical loss or damage to your tangible property up to an amount in total of one hundred and fifty percent (150 %) of the total price paid for the Products and/or Services that directly caused that damage to property as set out on your accepted Order (the "Price") or five hundred pounds sterling (£500), whichever is the greater ; and
* direct loss or damage, other than that governed by the two bullet points above or the paragraph immediately below, up to an amount in total of one hundred and fifty percent (150 %) of the Price paid.

However, you understand that we cannot always envisage or avoid all problems and, apart from as set out above, we will not be liable under or in relation to the Contract or its subject matter for any other liability, loss or damage (whether arising due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation (in the unlikely event that this should happen)). This means, for example, that we are not liable for :

* any inaccuracies, errors or omissions in information on our Website ;
* any loss or damage arising from the use of your credit or debit card on our Website ;
* any delay in providing or failing to supply the Products or Services ;
* any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of or damage to reputation, loss of contract, loss of customers, loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time (in each case whether direct or indirect), or any indirect, consequential loss or damage.

Except as set out in any Specific Terms, we exclude all representations and warranties, express or implied, in relation to the Products and Services to the fullest extent permitted by law.

You and we agree that should any sentence or paragraph that limits liability contained in the Contract be held to be invalid under any applicable legislation or rule of law, it will be deemed deleted, but if as a result of it being deleted we become liable for loss or damage which would otherwise have been excluded or limited, our liability will be subject to the other applicable limitations and provisions set out in these Terms.

If you buy any Product or Service from a third-party seller through our Website, the seller's liability will be set out in the seller's relevant terms and conditions.

**11. Confidential information**

Please be aware that, with the exception of credit card numbers and the information we specifically request of you to enable us to enter into a Contract with you, we do not wish to receive any information of a confidential or proprietary nature from you through our Website. Any such information you send to us will be deemed by us not to be confidential in nature and you will have granted us an irrevocable licence to use, display, modify, transmit or distribute such information in any manner we decide. To learn more about how we deal with personal information, such as names and addresses, see our Privacy Policy.

**12. Events outside our control**

Sometimes things happen that are outside our reasonable control, for example, acts of God, adverse weather conditions, strikes and industrial action and failure of our suppliers. Because these things are outside our reasonable control, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by such events. Our performance under any Contract will be suspended for the period of time over which the event occurs and we will have an extension of time for performance for the duration of that period of time. We will, of course, try to find a solution to help us to perform the Contract wherever possible.

**13. General**

These Terms and any document expressly referred to in them constitute the whole agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, relating to the subject matter of any Contract. You and we acknowledge that, in entering into a Contract, neither you or we rely on any statement, representation, undertaking or promise of any person ("Representation"), except as expressly stated in these Terms. Both you and we agree that the only rights and remedies available to you and us arising out of or in connection with any Representation, will be for breach of contract as provided in these Terms, although this does not limit or exclude any liability for fraud.

Any notice which is given under these Terms or a Contract will be given either by Electronic Communication (which, if the notice is given by us, includes by posting notices on our Website), or if by you, by pre-paid recorded delivery, addressed to us at the address in these Terms (see section 1 above) and, if by us, by first class post addressed to you at the address on your Order. Legal proceedings must be served by first class post or pre-paid recorded delivery only and, if to us, addressed to our Legal Team.

Any Electronic Communication, including your Order, our acknowledgement of receipt of your Order and our Acceptance, will be deemed to be received when the party to whom the Electronic Communication is addressed is able to access it.

If a court or other competent authority rules that any of these Terms or the provisions of a Contract are void or unenforceable in whole or part, the other Terms or provisions of the Contract and the remainder of the void or unenforceable Term or provision of the Contract will still be valid.

If we fail to exercise or delay in exercising a right or remedy provided by these Terms or by the Contract or by law, that does not mean we give up those or any other rights or remedies. We reserve the right to exercise those rights or remedies in the future.

Any Contract is binding on you and us and on our respective successors or assigns. You may not transfer a Contract, or any of your rights or obligations arising under it, to any other person without our prior written consent. We may transfer a Contract, or any of our rights or obligations arising under it, to any other person at any time during the term of the Contract.

We may perform any of our obligations or exercise any of our rights ourselves or through any third-party provider.

A person who is not a party to these Terms or a Contract will have no right in relation to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

If you are a Consumer, your statutory rights are not affected by these Terms or the terms of a Contract.

These Terms and any Contract will be governed by and construed in all respects in accordance with English law. We and you agree that the English courts will have exclusive jurisdiction to settle any claims or proceedings relating to these Terms and any Contract or its subject matter.

Thank you for using our Website to purchase Products or Services.