



Templeton-Smith Ltd

Terms and Conditions

At Templeton-Smith Ltd we take pride in providing high-quality services and products to our customers. However, it is necessary to define certain limits and responsibilities in our relationship.

Please read these Terms and Conditions carefully. These Terms supersede all previous terms and conditions and apply to all goods and services supplied by Templeton-Smith Ltd unless otherwise agreed in writing.

If you have any queries regarding these Terms, please contact us prior to placing an order or engaging our services.

1. Definitions

In these Terms and Conditions the following definitions apply:

“Company”, “we”, “us”, or “our” refers to Templeton-Smith Ltd.

“Customer”, “client”, or “you” refers to the individual, organisation, or company purchasing goods or services from the Company.

“Goods” refers to hardware, equipment, software licences, or other physical products supplied by the Company.

“Services” refers to consultancy, technical support, installation, configuration, troubleshooting, development, maintenance, or other professional services provided by the Company.

“Software” refers to any software, applications, databases, systems, scripts, code, digital platforms, or technical solutions developed, supplied, configured, or licensed by the Company.

“Hosted Services” refers to Software or systems operated by or on behalf of the Company on servers, cloud infrastructure, or other hosted environments for use by the Customer.

“Customer Data” refers to any data, information, records, or content belonging to the Customer that is stored, processed, or transmitted using Software or systems supplied or maintained by the Company.

2. Pricing and Charges

Our standard labour rate is £95.00 per hour plus VAT, unless otherwise agreed in writing.

All work is subject to a minimum charge of one hour.

Work may be charged in 15-minute increments thereafter.

Rates may be revised from time to time and will be published on our website.

Travel time to and from Customer premises may be charged at the standard hourly rate.

Hardware repair charges apply after expiry of the manufacturer's warranty period.

3. Delivery, Travel and Logistics Charges

For deliveries or collections within the area bounded by the M25 motorway, a standard charge of £50.00 + VAT per journey applies.

For locations outside this area, additional delivery or travel charges may apply.

Small mail-order items are normally sent via tracked or recorded delivery and carry a minimum postage and packaging charge of £15.00 + VAT per package.

4. Payment Terms

Unless otherwise agreed in writing, transactions are conducted on a pro-forma basis.

Goods

Payment for Goods is due in full prior to delivery or collection, unless a credit account has been agreed.

Projects / Development Work

For projects including Software development, database development, or bespoke systems:

50% of the quoted value is payable in advance

the remaining balance is payable upon completion or at agreed milestones

Credit Accounts

Credit accounts may be granted at the Company's discretion subject to:

completion of a credit application

approval by the Company

satisfactory credit checks.

Credit terms typically require payment within 30 days of invoice for consulting or service work. All tangible Goods, including hardware, software licences, and third-party products, are payable in full upon delivery or collection.

The Company reserves the right to:

withdraw credit facilities at any time

suspend work or delivery where invoices are overdue

refuse further supply where credit limits are exceeded.

Customers may not withhold payment due to disputes regarding any part of an invoice. Any disputed items must be raised within 7 days of the invoice date, and undisputed amounts must still be paid in accordance with the agreed payment terms.

Interest will be charged on overdue invoices at a rate of 8% above the Bank of England base rate per annum, calculated daily, together with any statutory compensation and reasonable recovery costs permitted under the Late Payment of Commercial Debts (Interest) Act 1998.

All reasonable costs incurred in recovering overdue debts may be charged to the Customer.

5. Retention of Title

Title to all Goods supplied by the Company remains with the Company until full payment has been received.

Until ownership passes:

the Customer holds the Goods as bailee for the Company

the Customer bears full responsibility and risk for the Goods

the Customer must not sell, dispose of, or encumber the Goods without written consent.

The Company reserves the right to recover Goods for which payment has not been received.

6. Returns and Cancellations

All sales are final unless otherwise agreed in writing.

Returns may only be accepted where:

a Returns Authorisation Number (RAN) has been issued

Goods are returned unused and in their original packaging.

Returned Goods may be subject to a restocking charge of up to 20%.

Software licences and digital products cannot be returned or refunded once supplied.

7. Manufacturer Warranties

New hardware supplied by the Company is covered by the manufacturer's warranty, typically for 12 months from the date of invoice, unless otherwise specified.

Warranty repairs must normally be carried out by the manufacturer or an authorised service provider.

Where the Company undertakes repair work:

faulty Goods must be delivered to our premises

Customers are responsible for transportation costs.

Refurbished, used, or second-hand Goods are supplied without warranty by the Company unless explicitly stated otherwise in writing.

Where applicable, any remaining manufacturer warranty may apply.

8. Software and Third-Party Products

Software supplied by the Company may include third-party products or services, which remain subject to the licensing terms of their respective vendors.

The Company acts as reseller, integrator, or consultant, and cannot guarantee the performance, availability, or suitability of third-party services.

The Company is not responsible for failures or outages caused by third-party providers, including hosting providers, cloud platforms, telecommunications services, or external software vendors.

9. Domain Names and Third-Party Services

Where the Company registers or administers domain names, hosting services, cloud platforms, software subscriptions, or other third-party services on behalf of the Customer, such services remain subject to the terms and conditions of the relevant provider.

Unless otherwise agreed in writing, such services are registered or maintained on behalf of the Customer, and the Customer remains responsible for all associated fees and renewals.

The Company shall not be liable for interruptions, failures, or changes to services operated by third-party providers.

10. Service Work and Support

Services may be delivered:

on Customer premises

at Company premises

remotely using secure remote-access tools.

By requesting Services, the Customer grants permission for the Company to access relevant systems where necessary to provide those Services.

The Company reserves the right to suspend services immediately where:

invoices are overdue

serious security risks are identified

systems are being used unlawfully.

11. Customer Responsibilities

Customers agree to:

provide access required for service delivery

ensure systems are properly licensed

maintain appropriate system security

maintain adequate backup procedures

comply with applicable laws and regulations.

The Company is not responsible for issues arising from:

customer-supplied equipment or software

third-party systems or services

inaccurate or incomplete information supplied by the Customer.

12. Software Licensing Compliance

The Customer is responsible for ensuring that all software used within their systems is properly licensed.

The Company will not install, configure, or support software which it reasonably believes to be unlicensed, counterfeit, or in breach of applicable licensing terms.

Where licensing issues are identified, the Company reserves the right to decline or suspend services until the issue is resolved.

13. Data Protection and Data Loss

Customers are solely responsible for maintaining complete, current, and verified backups of all Customer Data, including but not limited to data stored on computers, servers, mobile devices, external drives, backup media, or cloud systems.

The Company accepts no responsibility whatsoever for the loss, corruption, alteration, compromise, or destruction of Customer Data, whether occurring before, during, or after the provision of Services.

Customers must ensure that fully functional and verified backups exist prior to any work being undertaken, including but not limited to maintenance, repair, system upgrades, migrations, or configuration changes.

By engaging the Company's Services, the Customer confirms that adequate backup procedures are in place and that any important data is safely backed up prior to work commencing.

Where data loss occurs, the Company may attempt data recovery on a best-efforts basis only, but no guarantee of successful recovery is given. Any such work will be charged at the Company's standard hourly rate.

The Company shall not be liable for any direct, indirect, incidental, or consequential losses arising from the loss of Customer Data, including but not limited to loss of business, loss of profits, loss of records, or business interruption.

14. Cybersecurity

While the Company may provide advice regarding security practices, the ultimate responsibility for cybersecurity rests with the Customer.

The Company cannot guarantee protection against malware, ransomware, hacking, unauthorised access, data breaches, or other security incidents.

Security recommendations made by the Company must be properly implemented, maintained, and monitored by the Customer. The Company shall not be responsible for losses arising from the Customer's failure to implement or maintain appropriate security measures.

15. Limitation of Liability

To the fullest extent permitted by law, the Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising from or related to any Goods or Services supplied shall be limited to the amount paid by the Customer to the Company for the relevant Goods or Services during the preceding twelve months.

The Company shall not be liable for indirect or consequential losses, including but not limited to:

loss of Customer Data

loss of profits

business interruption

loss of revenue

reputational damage

loss of opportunity

wasted management time.

Nothing in these Terms shall exclude or limit liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

16. Force Majeure

The Company shall not be liable for delays or failure caused by circumstances beyond our reasonable control including supplier failures, internet outages, cyber incidents, power failures, natural disasters, acts of government, labour disputes, or the failure of third-party service providers.

17. Intellectual Property

All intellectual property rights in any Software created, developed, supplied, or configured by the Company, whether developed specifically for the Customer or otherwise, remain the exclusive property of the Company at all times.

Installation of Software on Customer-owned hardware or infrastructure does not transfer ownership of the Software or associated intellectual property.

Customers are granted a non-exclusive licence to use such Software only while they maintain an active agreement with the Company or as otherwise agreed in writing.

If such agreements end, the licence to use the Software will terminate unless alternative arrangements are agreed.

The Company retains the right to reuse general programming techniques, code libraries, frameworks, development concepts, know-how, and reusable components used in the course of delivering Services.

18. System Access, Credentials and Service Transition

Where the Company provides IT consulting, support, hosting assistance, or system administration services, the Company may hold administrative credentials, access keys, configuration information, or other operational details necessary to manage Customer systems.

Upon request, and subject to settlement of any outstanding invoices, the Company will provide Customers with reasonable access to their systems, administrative credentials, and relevant operational information required for the continued operation of their systems.

Customers retain ownership of their Customer Data.

Upon request, the Company will make reasonable efforts to provide exports of Customer Data in commonly used formats such as CSV, JSON, or spreadsheet formats, where technically feasible.

Where assistance is required to transfer services to another provider, migrate Software, transfer Hosted Services, or prepare data exports beyond standard operational access provision, such work may be carried out at the Company's standard hourly rate.

19. Suspension or Termination of Services

The Company reserves the right to suspend or terminate Services where:

payment terms are breached

services are misused

necessary cooperation from the Customer is not provided

continuing to provide Services would expose the Company to legal, regulatory, or security risk.

All work completed to that point remains fully chargeable.

Any suspension or termination shall not affect the Customer's obligation to pay any sums already due.

20. Entire Agreement

These Terms constitute the entire agreement between the parties and supersede any previous agreements, understandings, representations, or communications unless confirmed in writing.

21. Severability

If any provision of these Terms is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain fully valid and enforceable.

22. Governing Law

These Terms are governed by the laws of England and Wales.

Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

23. Statutory Rights

Nothing in these Terms affects the statutory rights of consumers under UK law.