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Introduction

This Agreement is a legal document which sets out your rights and obligations, and those of **Peach Inventory Software** Ltd (we or us), in relation to this site and the services offered by us through it ([Peach Inventory Software](#)). You must take the time to read and understand before using **Peach Inventory Software**. By registering, you accept that you are entering into an informal contract with us on the terms of this Agreement.

Becoming a User

Anybody who uses **Peach Inventory Software** is referred to as a User in this document. All Users must be legally entitled to contract for and use **Peach Inventory Software**. Where the User is a limited company, partnership or other entity (an entity), you undertake that:

- a. You are entitled to enter this Agreement on behalf of the entity.
- b. The entity will be bound to this Agreement in the same way as you.
- c. This Agreement will accordingly be enforceable both against you and the entity.

Charges & Reports

By becoming a User, you are agreeing to pay for reports compiled using Peach Inventory Software. Details of our charges for sending the reports will be notified to you when you set up your account with Peach Inventory Software and

subsequently, in accordance with this Agreement. We will take payment from the credit card, bank or other account of which you provide details.

Payments and Cancellation of Accounts

Payments are due strictly 7 days from the end of the previous month, if payment is not received we reserve the right to close the Account; we will notify you by mail that this is going to happen. If the User is a Consumer (that is, a natural person acting outside of his/her business in dealing with Peach Inventory Software), you have the right to cancel your Account during the 14 (fourteen) working day cooling-off period which is provided for certain purchases under the Consumer Protection (Distance Selling) Regulations 2000 from the time when you register for your Account (the Statutory Cooling-off Period). If you complete any Inventories in this time they will be charged.

Our Role

We provide Peach Inventory Software for use on either your own or contracted PDA. Changes to Terms by Suppliers Peach Inventory Software and the terms and conditions which govern it, are subject to changes resulting from alterations made by service providers. Such as, internet access providers and mobile network operators, to the corresponding services. In the event that any such change is made which has an effect upon the rights and obligations of the parties under this Agreement, then a change in question will automatically bind you.

Our Role

a. We will use our reasonable endeavours to notify the relevant changes to you as soon as is reasonably practicable.

Peach Software

During the term of this Agreement, we license to you such use of Peach Inventory Software and associated documentation (collectively, Peach Inventory Software licensed material) as we make available to you solely for use of Peach Inventory Software service. This license is non-transferable, non-sub licensable, non-exclusive and royalty-free and shall be limited to the duration of this Agreement. Peach Software licensed material may not be copied or distributed, or used for any purpose other than using the Peach Inventory Software in accordance with this Agreement. You may not reverse engineer, decompile or disassemble any of the Peach Inventory Software licensed material, save to the extent expressly permitted

by applicable law. We are not an internet service provider, nor a vendor of consumer software.

Operation of Peach Software

We reserve the right to withdraw or modify one or more aspects of Peach Inventory Software, or the entirety of it, where we have legal or commercial reasons to do so. There may also be times when the Peach Inventory Software becomes inaccessible as a result of technical difficulties experienced by us. On the Internet or on the mobile networks; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note that there will be no refund of credits on your Accounts except as provided elsewhere in this Agreement. For security or other reasons, we may require you to change your password or other information which facilitates access to Peach Inventory Software.

Liability

- a.** We warrant that Peach Inventory Software will be performed with reasonable care and skill with the intention of meeting our specifications of Peach Inventory Software services. However, given the uncertainties associated with internet and mobile telecommunications and related technologies, cannot and do not guarantee that the Peach Inventory Software will meet your requirements.
- b.** We will be liable as expressly provided in this Agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- c.** Nothing in this Agreement excludes or restricts our liability for death or personal injury resulting from our negligence.
- d.** Subject always to Sub-Clause (f) below, we will be liable for direct loss or damage only, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise and whether caused by our act or omission or that of our employees, agents or subcontractors.
- e.** We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise.
- f.** For any loss of revenue, business, anticipated savings or profits.
- g.** Except as expressly stated elsewhere in this Agreement, all representations, warranties, conditions and other terms, whether express or implied (by common

law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

Indemnity

Each party (indemnifier) shall respectively, as provided in (i) and below, indemnify the other party (indemnified) against all costs, claims, expenses and liabilities arising out of any action, demand, allegation or proceeding by any person or entity (including, without limitation, any regulator) based on:

- i.** Indemnification by us: an allegation that the use or possession by you of Peach Inventory Software licensed material.
 - a.** Indemnification under Sub- Clause (a). Above is conditional upon the indemnified:
 - i.** Notifying the indemnifier promptly upon being notified or becoming aware of any matter which may be indemnifiable under that sub-clause.
 - ii.** Not making any admission, denial or statement in relation to the matter.
 - iii.** Conducting the defence and settlement of the matter in accordance with reasonable instructions given by the indemnifier, provided the instructions are given as promptly as the indemnified reasonably requires.

Suspension

We will be entitled to suspend provision of Peach Inventory Software to the User at any time if:

- a.** We are entitled to terminate this Agreement.
- b.** We are obliged or advised to comply with an order, instruction or request of the Government, regulator, court or other competent authority.
- c.** We have cause to believe in our reasonable opinion that you are in breach of any of its obligations under this Agreement.
- d.** Any payment due to us under this Agreement is outstanding after the due date for payment.

Termination

This agreement may be terminated by notice as follows:

- a.** By either party in the event the other has failed to perform any material obligation required to be performed under this Agreement and such failure is not corrected within 7 (seven) days from the receipt of written notice advising of such failure from the other party, which notice shall make reference to this Clause.
- b.** By us, in the event that any modification to our contracts for the provision of connectivity with mobile networks or any change in any law, regulation or code of conduct makes the provision of Peach Inventory Software to you illegal, prohibitively difficult or contrary to law, regulation or code of conduct.
- c.** By either party in the event that the other party (being a company) presents a petition or has a petition presented by a creditor for its winding up, convenes a meeting to pass a resolution for voluntary winding up or enters into liquidation (other than for purposes of a bona fide reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, has a receiver, administrative receiver or administrator of all or any of its undertakings or assets appointed, or is deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts or (if an individual) presents or has presented against him a bankruptcy petition or (if a non UK national or corporation) shall suffer anything analogous to these matters to occur to him or it.
- d.** By either party in the event that any payment due hereunder is not paid by the other party within 30 (thirty) days following the date when it is required to be paid in accordance with this Agreement.

Matters beyond reasonable control

Either parties performance of any obligation under this Agreement, other than payment obligations, shall be excused to the extent that it is hindered, delayed or otherwise made impractical by:

- a.** The acts or omissions of the other party or any internet service provider or mobile network operator.
- b.** Flood, fire, earthquake, strike or riot.
- c.** Or any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party.

Assignment

We reserve the right to assign this Agreement, and to assign or subcontract any or all of our rights and obligations under this Agreement. You may not without written

consent assign or dispose of this Agreement, nor subcontract any of your rights and obligations under it.

Entire Agreement

This Agreement is intended to contain your entire Agreement with us relating to Peach Inventory Software, we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to Peach Inventory Software, except for any fraud or fraudulent representation by either of us. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement.

Changes to this Agreement

We reserve the right to change this Agreement from time to time, and post the new version on the Peach Inventory Software website. When we do so, we will notify you of the fact that there are changed terms on the main screen (www.peachsoftware.co.uk) and the new version of these terms and conditions will take effect, and will govern all of Peach Inventory Software service and your relationship with us.

a. Commencing 30 (thirty) days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you. If you do not wish to be governed by the new version of the Agreement, you may notify us on or before the date when the new version of the Agreement is to take effect, and (1) from that date you must cease to use Peach Inventory Software and (2) if the User is a consumer holding credit in his/her Account, the User will be entitled to a rebate of the amount of that credit outstanding in the Account at the time when the User permanently ceases use of Peach Inventory Software; or

b. Immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in this Agreement.

Severability

In the event that any term of this Agreement is held to be invalid or unenforceable by judicial decree or decision, the remainder of this Agreement shall remain valid

and enforceable.

Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Contact

We are Peach Inventory Software Ltd. Our registered office address is Bank House, Southwick Square, Southwick, and Brighton, BN42 4FN. We are a company registered in England and Wales under registration no. 15094350 Please note that all notices under this Agreement are to be sent and received by email. For this purpose, your notices should be sent to support@peachsoftware.co.uk and we will send our notices to you at the email address you notify to use when you register as a User as changed subsequently in your Account details.