

Terms & Conditions for the FAST Compliance Programme

Definitions

In these terms and conditions:-

"FAST Compliance Programme" means a programme run by FAST to assist businesses demonstrate IT/software compliance.

"FAST" means FAST Corporate Services Ltd.

"Agreement" means this agreement by which an organisation is a Customer of the FAST Compliance Programme in accordance with the Application Form and the terms and conditions herein.

"Customer" means the organisation (an end user of software) subscribing as a Customer of the FAST Compliance Programme.

"Application Form" means the FAST branded form, entitled, "FAST Programme Application Form" which is supplied with these Terms and Conditions.

"Services" means the Services to be provided to the Customer.

"Compliance Programme Fee" means the amount payable to FAST to join or remain on the FAST Compliance Programme which may include payment to attend training courses/events such as the Software Management Day and Software Audit Day at time of printing.

"FSSC" means FAST Standard for Software Compliance where a Customer progresses on a programme in order to demonstrate a standard of software compliance through the completion of an electronic software audit and associated reconciliation. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

Application of these terms and conditions

Services

FAST shall supply the Services detailed in a customer pack/letter to the Customer in order that the Customer may progress towards FSSC. This includes communications via emails from the FAST Group of Companies.

As part of the Services, the Customer will be given access to the Customer Area of the FAST website at (www.fast-compliance.co.uk).

As part of the Services, FAST may provide events such as conferences and seminars. The Customer agrees that any cancellation for events must be made in writing and will only be accepted by FAST if received at least 7 full working days before the event. FAST may accept substitute delegates at its discretion. Cancellations received within 7 days of the event will not be accepted, and payment if paid will not be refunded, or if due will be payable by the Customer. Transfers to alternative dates will only be accepted outside the cancellation period at the discretion of FAST. Non-attendance at the event will not be accepted as cancellation and full payment will be paid by the Customer. FAST reserves the right to withdraw the event with a minimum 48 hours notice.

In order that FAST may provide the Services, the Customer will quote its account number to FAST and agrees that it is unique to it.

Customer's Undertaking

The Customer undertakes to follow the programme to achieve FSSC including constructing and deploying robust policies and procedures, carrying out a UK enterprise wide software audit at Gold Stage and rectifying all shortfalls.

Payment

The Customer will pay the Compliance Programme Fee. FAST may review the Compliance Programme Fee annually and will give the Customer reasonable notice of any changes which will take effect on renewal.

Accounts

FAST invoices are payable by the Customer within 30 days of the invoice date. No invoice queries will be accepted later than 14 days after the invoice date. If any account is overdue, FAST reserve the right without prejudice to any other right or remedy it may have to charge interest on such overdue sum on a daily basis from the original due date until paid in full as well as before judgement and independent of such judgement at 4% per annum above the base rate of Lloyds TSB Plc's base lending rate in force from time to time, and/or suspend the provision of the Services on 14 days' prior written notice to the Customer, and/or terminate this Agreement. All charges are exclusive of value added tax (VAT).

How to Pay:

Cheque; cheques should be made payable to "FAST Corporate Services Limited" and sent to the address below.

BACS; BACS payments should be sent to the following bank account quoting the customer account number.

Bank: Lloyds TSB Plc
Account: FAST Corporate Services Limited
Account No: 00928122
Sort Code: 30-00-02

VISA; Payment by VISA/MasterCard/Delta/Switch is accepted.

Please contact the Accounts Department at the address below or via email to creditcontrol@fast-ld.co.uk for details.

Currency

Notwithstanding the introduction of any unit of currency within the European Union (whether known as the "Euro" or otherwise) which may constitute legal tender in due course in the United Kingdom, all payments due to FAST under the terms of this Agreement shall be paid in Sterling for as long as Sterling remains the legal tender in the United Kingdom unless FAST deems otherwise.

Payment for Conferences and Seminars

Payment for any conference, seminar or workshop booking is due at least 7 full working days prior to the commencement date of the event. FAST reserves the right to change the price for an event on 7 days notice.

Property

All materials supplied by FAST to the Customer as part of the Compliance Programme shall remain the property of FAST until all fees have been paid to FAST.

Liability

Whilst every care will be taken in handling any materials submitted by the Customer, FAST will not accept responsibility for any loss of or damage to such materials. FAST does not give legal advice and therefore the Customer must rely on the advice of its own solicitors. A FAST Legal Advisory Group (FLAG) list of solicitors is available on request.

FAST offers advice and guidance, however, FAST shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any other duty at common law or under the express terms of the Agreement for any loss of profit or indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of FAST its servants or agents or otherwise) which arise out of or in connection with the provision of the Services and/or advice/guidance and the entire liability of FAST shall not in any event exceed the Compliance Programme fee paid to FAST in the first year.

Intellectual Property Rights

The intellectual property rights subsisting in any material produced by FAST and to the services supplied thereon shall remain with FAST.

Confidentiality

The Customer and FAST agree that any information supplied to the other is confidential and is intended for use only by the Customer and FAST and each of their respective employees. Neither the Customer nor FAST shall disclose to any third party such information without prior agreement in writing from the other.

Variation of FAST Material

FAST reserves the right to change the layout and/or content of any FAST material and/or Services at any time.

Termination (Cancellation of Agreement)

FAST may terminate this Agreement (or at FAST's discretion, the Services) immediately if the Customer fails to pay any sum due to FAST and such sum remains unpaid for 14 days after notice has been given to the Customer that such sum is outstanding. This Agreement shall continue for the term of three years or thereafter such Term, the parties shall be entitled to terminate this Agreement by giving no less than 90 days prior written notice to take effect on the third anniversary of the commencement of the Agreement and there will be no entitlement to any refund of any charges paid under this Agreement. Notice must be given in accordance with the Notices clause below. However, if no such notice is received, the Agreement will automatically be renewed for a further 12 months and the Compliance Programme Fee payable accordingly. As part of the formal resignation procedure a meeting with your FAST Account Manager is required in order to perform a risk assessment on your current IT Compliance status in relation to FSSC-1. A Director of your organisation must be present at this meeting. The Customer agrees that no refund is available in the event of termination.

After Termination

Upon termination of the Agreement for whatever reason:

All FAST services and benefits including FAST Compliance Manager will terminate; Customers will not be permitted to utilise the FAST logo or any trademark in any form; Customers will not be permitted to make any reference to their organisation as a current FAST Customer;

Customers will not be permitted to display FAST media including FAST organisational certificates, plaques or posters upon expiry of the Agreement; Customers must remove any reference to FAST contained in any of the Customer's marketing literature, on the Customer's website, stationery (including headed letters); Any registration to the FAST Standard for Software Compliance will become invalid.

General

Contact details

The Customer shall advise FAST of any change to its contact details or personnel contacts with FAST.

Contracts (Rights of Third Parties) Act 1999

The parties to the Agreement agree for the avoidance of doubt that the Contracts (Rights of Third Parties) Act 1999 is excluded from applying to the Agreement to the maximum extent permitted by law. No term of the Agreement is enforceable under such Act by any person who is not a party to the Agreement.

Entire Agreement

The Agreement shall constitute the entire agreement and shall be in substitution for all previous agreements and arrangements whether oral or written. All such agreements and arrangements are deemed terminated by mutual consent immediately prior to the acceptance of this Agreement.

Notice

Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing and sent by registered mail which must be signed for by the receiving party and evidenced by a receipt by the notifying party, addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

Severance

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

Variation

FAST may vary this Agreement on 30 days' prior written notice. No variation of this Agreement by the Customer will be valid unless and until agreed in writing by FAST.

Waiver

No waiver or delay by FAST of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provisions in this Agreement by FAST.

Sale of Business

In the event of the sale of all or part of the FAST business FAST may disclose the Customer's personal information which FAST hold about the Customer on its customer database to the transferee. If that happens, FAST would require the transferee to use the Customer's information in a way that is consistent with FAST.

Governing Law & Jurisdiction

The parties agree that the Agreement shall be governed by the laws of England and Wales and the terms and conditions will be construed accordingly.

FAST and the Customer hereby agree and submit to the exclusive jurisdiction of the courts of England and Wales.

FAST Limited, York House, 18 York Road, Maidenhead, Berkshire SL6 1SF. Tel: +44 (0)1628 622121
Fax: +44 (0)1628 760350

Email: contactus@fast-ld.co.uk Web: www.fast-compliance.co.uk Registered in England
Registered Number: 03977572