

SALES TERMS AND CONDITIONS

1 General

1.1 Roadsafe Business Driving Toolkit is a service ("the Service") delivered by Realtime Risk Assessment Limited ("the Company").

2 About these terms & conditions

2.1 In these terms and conditions "we" and "us" means Realtime Risk Assessment Limited, PO Box 828, High Wycombe Buckinghamshire, HP12 4WA and "you" means the Customer. In these terms and conditions certain words spelt with initial capital letters are defined terms. For your ease of reference these defined terms are listed together at the end of the terms and conditions. These terms and conditions shall apply to your Order for the supply of the Service. No other terms and conditions shall apply, including but not limited to any terms and conditions stated on Orders placed by you, unless we expressly agree to such terms and conditions in writing by signature of an authorised signatory of Realtime Risk Assessment Limited. The Contract cannot be varied unless we agree to vary it in writing by signature of an authorised signatory of Realtime Risk Assessment Limited. No party other than the Customer and Realtime Risk Assessment Limited shall be entitled to any legal rights under the Contract.

3 Placing your order

3.1 You may place an Order by filling in the Order Details on the Roadsafe Business Driving Toolkit Web Site and clicking on the appropriate submission button. Orders placed in any other way, including but not limited to, Orders placed by telephone or by email, are not valid and may not be accepted by us.

3.2 When you place your Order, we will provide you with an Order Confirmation via email.

3.3 By placing an Order, you make an offer to us to purchase the Service you have selected on these terms and conditions.

3.4 As soon as you start to use the system in any way you will be liable for payment for the Service.

3.5 Once we have sent you the Order Confirmation you may not cancel your Order unless such right of cancellation has been expressly agreed upon in writing by signature of our authorised signatory of Realtime Risk Assessment Limited.

3.6 Information contained in any advertising, brochures, other written materials, on any web sites or which are given to you by our agents or employees constitutes an invitation to treat. No such information constitutes an offer by us to supply any Products and/or Services.

4. Supply of Your Services

4.1 Subject to these terms and conditions, we will supply you with access to the Service indicated on your Order Confirmation for a period of 12 months after you placed the Order.

5. Price

5.1 The price for the Service will be the price indicated in the Order Confirmation.

5.2 The prices displayed on the Roadsafe Business Driving Toolkit Web Site are exclusive of VAT. VAT is payable by you at the applicable rate as indicated in the Order Confirmation.

6. Paying for the Service

6.1 You may pay for the Service by the methods of payment displayed on the Roadsafe Business Driving Toolkit Web Site from time to time.

6.2 You must pay in the currency as indicated on your Invoice.

6.3 If we do not receive payment in cleared funds within 7 days after the date of your Order, then your Order will be cancelled and your access to the Service will be terminated.

6.4 At our option, the Service may be provided on such credit terms as we decide to extend to you at the time an Order is accepted. If you are qualified for credit from Realtime Risk Assessment Limited and if you fulfill the credit conditions defined by us from time to time at our discretion, payment will be due no later than 7 days from the date of invoice. We reserve the right, upon written notice to you, to declare all sums immediately due and payable in the event of a breach by you of any of your obligations to us, including failure by you to comply with the credit terms. We also reserve the right either generally or with respect to any specific order to vary, change or limit the amount or duration of credit to be allowed to you. Amounts overdue may at our sole discretion attract an additional interest charge at the rate of interest 8% p.a.

6.5 If we have reasonable grounds to believe that (i) you will fail to pay for such an Order in accordance with clause 4 above or the agreed credit terms; and/or (ii) that you will not comply with the agreed maximum credit amount which we may have granted to you, we are entitled to postpone or to refuse delivery of an Order.

6.6 We will send request for payment and your Invoice to your Email Address indicated on the Order Details provided by you on the Roadsafe Business Driving Toolkit Web Site.

7. Passwords and Authority

7.1 Upon receipt and acceptance of your Order by Realtime Risk Assessment Limited we will issue to you a User Name and Password by email.

7.2 You agree that password security is your responsibility.

7.3 You agree that you will not challenge the validity or enforceability of any purchase from Realtime Risk Assessment Limited on the grounds that it was electronically transmitted and/or authorised.

8. Telephone Support

8.1 At its sole discretion Realtime Risk Assessment may levy charges for the provision of telephone support. If this option is exercised you will be notified before telephone support is provided.

8.2 The telephone support service shall consist of telephone advice and guidance in relation only to set-up and associated usability issues.

8.3 The telephone support service shall be available between 09:00 and 17:00 on Working Days. The telephone number for the telephone support service will either be supplied with the Service or will be sent to you by post. You will bear the cost of telephone calls you make to us.

8.4 In providing telephone support, we will attempt to resolve your query when you first call us. We cannot guarantee resolution of all your queries. On occasions we may need to return your call in order to suggest a resolution.

9. One (1) year Limited Warranty

9.1 Realtime Risk Assessment Limited warrants that for the period of 12 months from receipt and acceptance of your Order that the information provided by the Service will assist you to become compliant with the following legislation and guidance:

- Management of Health and Safety at Work Regulations 1999
- Successful health and safety management - HSE Publication HSG65

9.2 After each occasion of using the Service you are responsible for maintaining a backup copy of all data you have entered.

10. Our Liability

10.1 These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply and performance of the Service (and performance of telephone support and warranty services).

10.2 There are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract.

10.3 Any warranty, condition or other term concerning the Service which might otherwise be implied into or incorporated in the Contract by statute, common law, laws applicable in the the United Kingdom is hereby expressly excluded to the maximum extent permitted by law. In particular, we will not be responsible for ensuring that the Service is suitable for your purposes.

10.4 Nothing in the Contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable law as to title or (iv) any liability which cannot be excluded by law.

10.5 Subject to clause 10.4 we will not be liable under the Contract for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

10.6 Subject to clause 10.4 our maximum aggregate liability under the Contract whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the Service in question.

11. Contacting us

You can contact us:

- by telephone on 0844 247 0885 between 09:00 and 17:00 on Working Days; or
- by email at service@realtimeriskassessment.co.uk; or
- by post at Realtime Risk Assessment Limited, PO Box 828, High Wycombe Buckinghamshire, HP12 4WA.

12. Data Protection

12.1 By placing your Order, you agree and understand that we may store, process and use data collected from your Order Details for the purposes of processing your Order and delivering the Service. The data collected is your Organisation Name, Address, Title, First Name, Last name, Position, Telephone Number and Email Address. Realtime Risk Assessment Limited will protect your information and will only use it to contact you regarding the use of the Roadsafe Business Driving Toolkit service and other products and services available from Realtime Risk Assessment Limited.

12.2 We work with other companies that help us provide the Service to you. There are also times when it may be advantageous for Realtime Risk Assessment Limited to make certain personal information about you available to companies that we have a strategic relationship with or that perform work for Realtime Risk Assessment Limited to provide products and services to you on our behalf. These companies may help us process information, extend credit, fulfill customer orders, deliver products to you, manage and enhance customer data, provide customer service, assess your interest in our products and services, or conduct customer research or satisfaction surveys. These companies are also obligated to protect your personal information in accordance with Realtime Risk Assessment Limited policies, except if we inform you otherwise at the time of collection.

12.3 At times we may be required by law or litigation to disclose your personal information. We may also disclose information about you if we determine that for national security, law enforcement, or other issues of public importance, disclosure is necessary.

13 Circumstances beyond our reasonable control

13.1 We will make every effort to perform our obligations under the Contract. However, we cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible.

14. Disagreements, Governing Law and Jurisdiction

14.1 These Sale Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of England and the parties agree that the courts of England shall have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Contract and any Orders placed thereunder.

15. General

15.1 Unless expressly stated otherwise in this Contract, neither our failure nor your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

15.2 In the event that any of the provisions of this Contract shall be held by a court or any other tribunal of competent jurisdiction to be unenforceable, illegal or otherwise invalid, the remaining portions of this Contract shall remain in full force and effect and shall be interpreted in such a way as to approximate as closely as possible the original objectives of the parties under this Contract.

15.3 If (a) a receiver, manager, administrator, administrative receiver or similar official is appointed for you or your property, if you make an assignment for the benefit of your creditors, if any proceedings are commenced by, for or against you under any bankruptcy or insolvency or you are liquidated or dissolved, have a petition presented or an order made for your winding-up, cease or threaten to cease to trade or takes or suffer any action on account of debt or anything similar or analogous to the above occurs in any jurisdiction; or (b) if you breach any term of the Contract or any other contract made between you and us, then we may at our option terminate the Contract without the requirement to give advance notice.

15.4. Neither the Contract nor any Order will be assignable by you, and you may not delegate your duties under the Contract without our prior written consent which shall not be unreasonably withheld. We may assign the Contract without your consent provided that such assignment is to an affiliated company forming part of Realtime Risk Assessment Limited.

16. Defined Terms

16.1 In these terms and conditions:

"Contact Details" means those details about you entered onto the electronic form by you on the Roadsafe Business Driving Toolkit Web Site;

"Contract" means these terms and conditions;

"Customer" means the business entity (as defined by us from time to time) which has been admitted to purchase the Service displayed from time to time on the Roadsafe Business Driving Toolkit Web Site;

"Invoice" means the invoice issued by us to you for the price of the Service;

"Order" means an order placed by you in accordance with these terms and conditions;

"Order Confirmation" means the order confirmation issued by us to you indicating acceptance of your Order;

"Roadsafe Business Driving Toolkit Web Site" means our web site for Customers the web address of which is <http://www.roadsafebusinessdrivingtoolkit.co.uk>;

"Service" means the service (excluding warranty and telephone support services) described on the Roadsafe Business Driving Toolkit Web Site which we agree to supply to you on these terms and conditions;

"Working Day" means any day other than a Saturday, a Sunday or a public holiday in the United Kingdom.

16.2 Realtime Risk Assessment Limited is a company registered in England with its registered office at Silbury Office, Lotmead Business Park, Lotmead Farm, Wanborough, Swindon SN4 0UY and with registered number 05591577.