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**Terms and Conditions on the sale of goods and services by ZipZAP Computers Limited.**

1. Payment for work done or goods supplied by ZipZAP is due immediately. All invoices are to be paid within thirty days of the invoice date, this is further indicated on all invoices. Where there is a query of any kind it must be made within the thirty day period following the date of the invoice issue. All queries must be made in writing to our normal postal address. Failure to do so will invalidate any claim.

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the above credit terms.

Simple interest will be charged for late payment at a rate of 8% plus the Bank of England base rate which can be found at [www.bankofengland.co.uk](http://www.bankofengland.co.uk)

Late payment compensation will be charged at the following rates :-

£40 for up to £999.99  
£70 for £1000.00 - £9,999.99  
£100 for £10,000 or more.

When cheques are used for payment of an invoice then the ownership of the value of the cheque passes to ZipZap upon receipt of it. Any later cancellation prior to clearance may therefore constitute a criminal offence.

Failure to pay within our terms will result in no further work being performed until the account is cleared. We reserve the right to perform no further work at all without recourse of any kind. In this event any implied warranties, cover of any kind, support or maintenance will become instantly void at the discretion of ZipZAP.

Any form of hardship in payment should be brought to the attention of ZipZAP immediately so that mutual agreement can be reached on resolution to avoid these problems.

Any difficulties in payment within our stated terms should be brought to the attention of ZipZAP prior to placing an order or receiving goods/services.

2. Retention of title for goods supplied rests with ZipZAP until they are paid for in full and funds have cleared. We reserve the right to repossess goods not paid for in compliance with our terms and conditions even if part payment has been made. Supplied goods are not to be resold or passed to a third party until they are paid for in full.

3. Data recovery work is undertaken on the understanding that it is in a condition where it is of zero value. It is the responsibility of the client to ensure that all information necessary to attempt a recovery has been supplied prior to any recovery attempt.

4. Clients are to ensure that they keep proper backups of data at all times as no responsibility shall be accepted by ZIPZAP for losses.

5. Bespoke programming is undertaken on the understanding that the client checks that the program operates in the correct manner and fulfils their needs. Common sense dictates that computer programs are run in parallel with any manual system to ensure that they operate correctly.

Whilst every effort will be made to ensure that programs are functioning correctly no guarantee or implied warranty will be given to bespoke programming or amendments made to existing computer programs.

6. Bespoke programs remain the property of ZIPZAP at all times. A license for use is granted upon the payment of appropriate fees. We reserve the right to use protective measures to ensure that programs are being used by persons who have paid the appropriate fees.

7. Bespoke programs and their code in whatever form are the subject of copyright and duplication is only allowed for the purposes of data backups.

Deliberate duplication of programs for commercial gain will result in instant action to stop the use of the programs by the supplier and the owners of illegal copies. A track back system allows the original program copy to be traced and the original supplier will forfeit all rights of ownership immediately and without recourse.

8. Bespoke programming is undertaken on the understanding that a full specification is supplied at the outset and agreed. It is the responsibility of the client to give a full and detailed specification before work is commenced. A continuous or rolling specification is not permitted. Any changes following the initial specification must be agreed as extra work and charged accordingly.

The client will be liable for all charges incurred as a result of requiring changes from the initial agreed specification. Any deadline or due date must be amended accordingly to allow for proper testing of amendments.

Any amount due from the initial specification will be due in accordance with the original specification and will not be extended due to additions or amendments required at a later date.

9. We shall not be liable for delays or consequential loss caused by the late or non delivery of goods from third party suppliers.

10. The client shall not remove, alter, deface or tamper with any of the marks, names or numbers affixed on the goods, or allow anyone else to do so.

11. Where hardware is requested by the customer a deposit of 80% of the cost price is required prior to supply.

12. Hardware and software maintenance agreements are only valid when payment is made in advance. It will be assumed that when payment is not received before the agreement starts, or within the agreed payment terms, then the agreement is void. Recommencement is solely at the discretion of ZIPZAP.

13. Hardware maintenance agreements are not a replacement for insurance.

14. Hardware maintenance agreements are made on the basis that the equipment covered has components available from the manufacturer. Equipment cannot be covered where spares are not available.