

# The Edge Forecast Template

## Terms & Conditions of Purchase & Use

### Introduction

These are the terms and conditions (the “terms”) under which we (Edge Forecast Software Limited) will supply you (the buyer) with a copy or copies of The Edge Forecast Template (the “template”). When you offer to purchase the template, you accept and agree to the terms.

### 1. What You’re Buying - Functional Description & Limitations

- 1.1. The template is a standalone spreadsheet file, which uses a range of pre-configured calculations to produce an integrated three year, monthly profit & loss, cash flow and balance sheet forecast from a range of user-edited inputs. It is effective for both ‘Limited Liability’ companies and ‘Sole Traders’. It allows a degree of customisation by the user within limits set out in the functional specification (the “specification”) and includes functionality to produce a range of pre-configured reports in ‘pdf’ format.
- 1.2. Its functionality and level of accounting detail is limited to the features and extent set out in the specification and also as specified by the template’s inbuilt online ‘helptips’. This functionality and level of accounting detail is not in any sense capable of being altered or developed by the user.
- 1.3. The template has been designed to apply common accounting principles with a degree of simplification. It does not necessarily provide for all aspects of formal accounting standards.

### 2. System Requirements and Limitations

- 2.1. The template is a macro-driven spreadsheet file, which functions in Microsoft Excel 2007 or later, in a Windows operating system for which you must have the appropriately licenced genuine versions installed. To operate correctly, it is necessary to ‘enable macros’ within Excel.
- 2.2. It does not function in ‘Excel for Mac’, ‘Numbers’, ‘Googledocs’, ‘Open Office’ or any other spreadsheet application.
- 2.3. It does not function in a web-hosted version of ‘Office 365’, but will function in the locally installed version of Excel 2013, which generally is part of this application.
- 2.4. The spreadsheet has been designed using Excel’s inherent functionality to deliver the specification. Beyond that we do not guarantee that any of Excel’s standard functionality is *necessarily* available as the user might expect. We also do not guarantee that any third party Excel ‘plug-in’ or ‘add-in’ will function correctly with the template.
- 2.5. The template is proven to operate in a conventionally installed version of Excel 2007 or later, in Windows 7 or later, with Adobe Reader. We are not responsible and exclude all liability for any failures in functionality that result from any issues around the user’s installation of Excel, Windows or any other software, including pdf readers/writers or security applications.

### 3. The Contract

- 3.1. When you place an order to purchase the template and proceed through the payment process, this is your offer to us to buy the template on the terms. If your offer is accepted by us, it will result in a binding contract. Neither submitting an electronic order form nor completing the checkout process constitutes our acceptance of your order. A contract will be formed between you and us, if we accept your order by providing the template to you. Payment for the template is not acceptance by us of your offer and it does not create a contract between us.
- 3.2. The terms are our entire contract between us and you. No previous statements or representations that we have made to you form part of the contract. This includes samples, advertising and other promotional or descriptive material.

- 3.3. If either you or us need to give the other a notice under the terms (the “notice”), the notice must be given properly to be effective. Clause 15 explains how to give a proper notice.

#### **4. Payment**

- 4.1. The payment for the template is due when you offer to buy the template. The payment must be made before the template is provided to you. If you do not make the payment, you will not be provided with the template.
- 4.2. We make every effort to ensure that prices are correct at the time that payment is made. We reserve the right to change our prices, and alter and remove any special offers from time to time. All prices quoted do not include VAT. VAT will be added prior to payment of the purchase price.
- 4.3. We reserve the right to charge you our costs, including, but not limited to, our administrative costs, legal expenses and court fees if any payment that you make to us fails and any costs are incurred by us in obtaining that payment. We will charge you interest at 3% per year above the Bank of England base rate from time to time from the due date until we receive all payment from you. This rate applies before or after any court judgment in our favour on the debt. The interest will be earned daily and you must pay the interest along with the overdue amount.

#### **5. The Licence**

- 5.1. As the result of your purchase of the template, you have a non-exclusive licence to use the template indefinitely, subject to the terms. By purchasing the template, you expressly agree to abide by the terms.
- 5.2. The template is licenced to you. You have to provide a single ‘registered forecast name’ when you pay for the template, which will appear throughout the template’s various screens and reports, and which cannot be altered, except at our discretion.
- 5.3. The file can be ‘resaved’ into as many versions as required provided the registered forecast name is not altered.
- 5.4. There is no restriction as to how many users may access the file provided they adhere to the terms. You must ensure that all users of the template and the file have read the terms and agree to them.

#### **6. Money Back Guarantee**

- 6.1. If you are not entirely satisfied with the template’s performance, we will refund the template purchase price if you send us a notice by telephone or email within 30 days of the date that you purchased the template.

#### **7. Our responsibilities**

- 7.1. The template has been fully tested and has been shown to function according to the specification as described in the terms when the stated system requirements are met. In addition the financial calculations provide correct outcomes on the basis of a standard approach to accounting in all known circumstances.
- 7.2. However it is possible that there may be some unforeseen combinations of data or perfectly reasonable user-behaviour in which some failure of calculation or functionality may result.
- 7.3. If you send us a notice of such an occurrence with a full explanation of the circumstances, including, where possible, a documented example, and providing we are satisfied that the fault lies with the template and that you have complied with the terms, we will do our best to rectify it as soon as possible. However, we cannot guarantee how long this will take. In any event, if the matter is not resolved to your satisfaction, you are entitled to a full refund of the template purchase price on request.

#### **8. Limit of Liability**

- 8.1. Subject to you complying with the terms, we are responsible for the correct working of the template and we will rectify errors as soon as possible when we are notified of them and provide a full refund of the template purchase price where appropriate.
- 8.2. We take no responsibility for the integrity of data once published. We are not liable for any loss of profit, loss of business, loss of data, loss of contracts, loss of business use, loss of goodwill or loss of savings or any other

consequential loss that results from unforeseen errors or failures however caused. In particular we shall not be liable for additional costs in respect of time taken to resolve issues with the template or any loss of potential finance that may result from errors or delays. Our total liability to you under the contract between you and us will not exceed the purchase price of the template.

- 8.3. The terms do not limit our liability for death, personal injury caused by our negligence, fraud, breach of the terms implied by section 12 of the Sale of Goods Act 1979, defective products under the Consumer Protection Act 1987, or any other matter that the law says we can't exclude.
- 8.4. Neither you nor us will be liable to the other for failure or delay in carrying out the terms that is caused by an event beyond our reasonable control, which we could not have foreseen or which was unavoidable. This includes industrial disputes, energy or transport failures, acts of God, war, terrorism, civil unrest, explosions, mechanical breakdown, natural disasters, malicious damage, or default of suppliers or sub-contractors.

## **9. Your responsibilities**

- 9.1. You have bought the template, which is a spreadsheet application. You recognise that its use requires a basic understanding of using spreadsheets within Excel and a Windows operating system.
- 9.2. You are responsible for assessing whether the template is likely to meet your needs prior to purchase by reviewing the available information on the website and in particular the 'functional specification'. We make no guarantees that the template is suitable for you and do not provide commercial or strategic advice.
- 9.3. You are responsible for understanding and following the instructions and guidance given within the inbuilt 'helptips'.
- 9.4. You are responsible for carrying out adequate and frequent back-ups to protect you against the effects of lost data in the event of unexpected errors or 'crashes'.
- 9.5. The template is designed to help you create a financial forecast. You recognise that this task may involve some understanding of basic accountancy issues and that if this is beyond the level of help we can make available to you as an integral part of the template, it is your responsibility to resource this understanding.
- 9.6. You are entirely responsible for the integrity and correctness of any data you input into the template and that you ultimately publish from the template.
- 9.7. You are responsible for ensuring that anyone with whom you share the file adheres to the terms of its use and you will indemnify us against any losses, expenses, costs, liabilities and damage that we incur as a result of the improper use of the template or a breach of our intellectual property rights in the template.

## **10. Risk**

- 10.1. Risk in the template passes to you on delivery. If any part of the template is lost, destroyed or damaged after risk has passed to you, we shall replace the template subject to you paying the cost of such replacement.

## **11. Restrictions of use**

- 11.1. You must not unlock or unprotect the template or the spreadsheet, or access the underlying computer code or attempt to do any of these things. You must not translate, adapt, vary, modify, disassemble, decompile or reverse engineer the template. Any breach of this restriction will invalidate any warranty for the correct functioning of the template and may lead to legal proceedings being brought against you.
- 11.2. You may not alter the registered forecast name supplied at the point of purchase. (We may do this for you at our discretion and this may involve a charge.)
- 11.3. You may not materially alter the presentation of the template's pre-configured reports.
- 11.4. You may not claim 'copyright' for the published reports or breach our intellectual property rights.
- 11.5. You may not attempt to develop or apply computer code to alter the template's functionality or interact with it, without our express permission given in writing in advance of the change.

## **12. Intellectual Property Rights**

- 12.1. In these terms, intellectual property rights means (a) any and all rights in any copyrights, patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in (a); (c) rights of the same or similar effect or nature as or to those in (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights.
- 12.2. Any and all intellectual property rights of whatever nature which now or in the future subsist in the template are and shall remain the property of us. You shall notify us immediately if you become aware of any unauthorised use of the whole or any part of the template by any person or breach of our intellectual property rights.
- 12.3. The design, layout and colourway used in the template and its reports are the design copyright of Edge Forecast Limited. Apart from publishing them in the normal course of supporting loan or finance applications, investment 'pitches' or internal business-planning, reproducing them in any format is an infringement of our rights under copyright law, unless we have given you our express permission in writing in advance of the reproduction.

## **13. Account**

- 13.1. In order to purchase the template, you are required to create an account, which will contain company and personal details. Payment information will be required when you purchase the template. We do not hold the payment information. If you think that your account details have been obtained by someone who should not have them, you should contact us immediately. If an unauthorised payment is made before you notify us, we accept no liability or responsibility.

## **14. Data protection**

- 14.1. We shall comply with our obligations under the Data Protection Act 1998 and any related legislation in relation to any data that we hold about you. By your purchase and use of the template, you agreed to us holding and processing that data, both electronically and manually, for the purposes of our administration and management, to comply with any applicable procedures, laws and regulations, and for the performance of this contract.

## **15. General**

- 15.1. We are allowed to assign, transfer, charge or sub-contract our rights and obligations under the terms, but you may not do any of these things unless we have previously agreed in writing that you can.
- 15.2. Nobody other than us and you may rely on any terms of the terms.
- 15.3. Changes to the terms are only binding if we agree them in writing, sign them and give you a copy.
- 15.4. If either of you or us want to give a notice to the other under the terms, the party giving the notice must give it in writing and either deliver it or send it by first class post to the other party's registered office (or another address specifically given to the sender for this purpose). Delivery by post will be regarded as completed by 9:00 am on the second business day after posting. If you are giving us a notice under clause 6 or clause 7, you may give that notice by telephone or email. Notice by telephone to us must be made using telephone number 01225 438438 and notice by email must be to [simon@edgeforecast.co.uk](mailto:simon@edgeforecast.co.uk). If notice is given by email, it will be deemed received at the earlier of (a) the time a return receipt is generated automatically by our service, (b) the time we acknowledge receipt and (c) 24 hours after transmission, unless you receive notification that the email has not been successfully delivered.
- 15.5. Delay in exercising a right under the contract will not take away that right or any other right.
- 15.6. The terms and therefore the contract between you and us are governed by English law and the courts of England and Wales will have exclusive jurisdiction to deal with any disputes arising from it.