

# Edge Telephone Support & Contracted Work

## Terms & Conditions of Purchase & Use

### Introduction

These are the terms and conditions (the “terms”) under which we (Edge Financial Forecasting Limited ) will supply you (the buyer) with “pay-as you go” support or advice and/or the execution of spreadsheet tasks (together: “support”, “the service”), paid for via a ‘premium rate telephone line’ or credit or debit card payment in advance where a fixed price service has been offered.

You are not obliged to ever use the service but when you dial the number to access it you accept and agree to the terms.

The terms apply to every individual and subsequent use of the service.

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

- 1.1. Support is provided by appropriately experienced individuals who understand the business, accountancy, spreadsheet and mathematical issues involved in creating a financial forecast.
- 1.2. The availability of our support service is as published on our website and may be subject to change without notice.
- 1.3. Edge support primarily offers ‘reactive’ support. That is to say we will answer questions you put to us. Because you are paying for the call we will not pro-actively raise issues unless specifically asked to do so.
- 1.4. We will do our best to provide complete and relevant answers as quickly as possible.
- 1.5. We will answer any questions you put to us to the best of our abilities but the service is primarily intended to address the following areas:
  - the key principles of creating an effective forecast, whatever the specific objectives
  - technical use of the spreadsheet and general Excel techniques and functions
  - how to approach and edit assumptions, budgets and scenarios
  - how to review your forecast as you work
  - how to produce reports
  - the general accounting issues that affect a forecast
- 1.6. The service specifically excludes offering strategic or commercial advice, or equity or debt finance raising, and any accountancy advice offered is in the context of our experience of preparing financial forecasts in what is generally referred to as the “SME” sector (Small and Medium Enterprises”) and should not be treated as professional or indemnified professional accountancy advice.
- 1.7. The service may also include executing data tasks in Excel for you to your specific requirements (for example creating formulas or other kinds of financial ‘modelling’) using a screen-share utility. This is done while you are on the line and paid for through the cost of the call.
- 1.8. For larger amounts of work we may offer a fixed price quotation for work done separately according to an agreed schedule without you on the phone which will include the time-cost of handing back and explaining the completed work through a subsequent call which will be at our expense. The work will be paid for in advance by a card payment taken over the phone.
- 1.9. We will not solicit this type of work while you are paying for a call except to explain - where we think it is relevant - that it is a service we provide. You accept the telephone cost of receiving this brief information and further discussion of the matter will be at your request and will therefore form part of the support for which you are paying.

### 2. Practical Issues and Limitations

- 2.1. You can only call from UK-based landline and mobile networks.

- 2.2. To offer support in the most efficient way we may either ask to share your screen or ask you to share ours, both of which can be achieved easily through a range of free screen-share utilities. We have a number of well-established practices to help us achieve this. You are not obliged to do this but you accept that not doing so may constrain the quality of help and advice we can give (and possibly take longer) and you accept the cost of the time it may take to explain and organise it as part of your support.
- 2.3. Our broadband connection is well-established and generally reliable and operates at effective speeds. However we cannot be responsible for any delays or additional telephone expense you may occasionally incur through reduction or interruption to our broadband connection.
- 2.4. The quality of our support service is also in part dependent on your broadband speed and we cannot be responsible for delays or additional telephone expense caused if you suffer slow or intermittent broadband or interruption to your broadband connection.
- 2.5. Our support staff do not necessarily hold any particular accountancy or other professional qualifications, and the advice they offer is not indemnified.
- 2.6. Individual support staff may from time to time consider a particular enquiry would be better handled by someone else on our staff and you accept the additional expense that may be incurred in respect of transferring it.
- 2.7. We don't guarantee to be able to answer every question put to us and we reserve the right to decline to offer an answer or opinion. We will only answer questions where we feel competent to do so.
- 2.8. Where we carry out work on your forecast during the course of a support call via screen-share it is your responsibility to ensure that the work meets your requirements at the time and you are responsible for the cost (through a further call) of any amendments that may subsequently be required.
- 2.9. The support service is generally available during the times posted at [www.edgestemplate.co.uk/support](http://www.edgestemplate.co.uk/support) and we will do our best to provide sufficient staff to meet the demand we have for it. However we do not guarantee that the service will be always be available at the advertised times or when it is, that we will always be able to respond immediately especially during periods of peak demand.
- 2.10. Because you are paying for the call we do not operate a call-queuing system and if we are not able to answer your call immediately you will hear a brief message asking you to hang up and call again later.
- 2.11. We do not offer an email support service.

### **3. The Contract**

#### **In the Case of Telephone Support**

- 3.1. When you dial the published support line number this is your offer to us to buy the support service on the terms. We automatically accept your offer at this point and you will begin to incur costs. This forms a binding contract.

#### **In the Case of Contracted Work**

- 3.2. During the course of a telephone support call we may provide a quotation to provide work on your spreadsheet (or occasionally other works) (the "works") according to a specification agreed by you and us verbally, for a fixed price paid in advance. When you agree to this quotation this is your offer to us to buy the works on the terms. When we take payment for the works a contract will be formed between you and us.
- 3.3. We reserve the right to require additional payment if the final specification of the works differs significantly from the original specification agreed. The works will not be delivered until such payment is received.
- 3.4. 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.

- 3.5. 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**

##### **In the Case of Telephone Support**

- 4.1. You will pay for the cost of the call from the point at which you hear a ringing tone. If all available support staff are busy, or the line is unmanned for any reason the minimum cost you will incur will be for the time it will take us to inform you that your call cannot be answered immediately and to instruct you to call again later, which will not exceed £0.20p plus vat (from a BT landline) unless your telephone provider charges you in whole minutes.
- 4.2. In any event you will be charged £1.19 plus VAT per minute (and pro-rata per second) from a BT landline. Other networks and mobiles may charge more and you should refer to their tariffs from more information on charges for calling premium rate numbers.

##### **In the Case of Contracted Work**

- 4.3. You will pay the agreed price in advance by card with your details taken over the phone.
- 4.4. We do not store card or bank details.
- 4.5. We reserve the right to change our prices, and alter and remove any special offers from time to time. The premium call rate quoted includes VAT. All prices quoted for contracted work exclude VAT which will apply at the current standard rate.
- 4.6. 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. Limit of Liability**

- 5.1. We take no responsibility for the integrity of any financial forecast that you produce with or without advice or support from us. 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 any support you have received.
- 5.2. 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.
- 5.3. 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.

#### **6. Risk**

- 6.1. Risk in any work done passes to you on delivery. If any part of the work is lost, destroyed or damaged after risk has passed to you, we shall redo the work subject to you paying the cost involved which will be at our normal rates.

## 7. Data protection

- 7.1. 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 support services, 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.

## 8. General

- 8.1. 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.
- 8.2. Nobody other than us and you may rely on the terms.
- 8.3. Changes to the terms are only binding if we agree them in writing, sign them and give you a copy.
- 8.4. 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.
- 8.5. Delay in exercising a right under the contract will not take away that right or any other right.
- 8.6. 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.