

Agathos Terms and Conditions

- Agathos or Agathos Systems are trading names for ASL (UK) Limited
- All prices shown are exclusive of VAT, which will be added at time of invoice at the prevailing rate.
- All quotations are only valid for 30 days from their date excepting changes that occur outside our control (e.g. changes to hardware specifications imposed by our suppliers). We will however advise the client of any changes that may occur, as they become known.
- Agathos is compliant with GDPR requirements. We will not use any data for marketing purposes unless we have explicit permission. As a user of Agathos you are agreeing to permit us to store, handle and process your data within our secure and managed systems. Further details available upon request.
- The cost shown for any installation includes connection to wall sockets for terminals and printers but does not include wiring between wall sockets, or other cables if not stated in correspondence.
- We strongly recommend that all business critical equipment: servers, master console and key network equipment should be connected via an Uninterruptible Power Supply (UPS) to help prevent data loss due to power fluctuations.
- It is essential for customers to provide and maintain their own anti-virus and security software on all of its networked PCs supplied by Agathos or not. Agathos are not responsible for damage and loss caused by software issues, security breaches or virus related problems.
- Any travel to site by our staff will attract Out of Pocket Expenses, Accommodation and Subsistence Costs, which will be recharged at cost.
- A 25% deposit is payable at the time an order is placed and confirmed, this must be in writing (email or post), the balance being due on delivery, excepting any special terms agreed.
- Maintenance and licence charges are payable annually in advance (excepting any special agreements such as direct debits etc)). Any late payment may compromise support services. Some of the software provided may not operate if the licence is not kept in force, unlicensed software may invoke onscreen messages alerting to this fact.
- Our 'Terms & Conditions' and other trading agreements are covered in greater detail within various other agreements and documents available from Agathos. Copies are available, please ask if required.
- All Services are based on our standard daily rates. Individual requirements vary but are always under the control of the user company. Any days shown for Data Conversion and transcribes are an estimate, which will be, reviewed when the data structures are investigated. Any additional services required from Agathos will be charged per man-day as follows: Weekends at £1,100, Weekdays at £600, Out-of-hours (before 8.00 & after 5.30pm) at £160 per hour. All subsistence, accommodation and expenses will be recharged at cost.
- The Software and Hardware Maintenance & Licence Charges are calculated at time of invoice and depend on the final configuration and any modifications or bespoke software.
- All software that is written and provided by Agathos remains the property of ASL (UK) Ltd. No other party, person or persons not in the employ of ASL (UK) Ltd. may modify, alter or change the software code in any way; to do so would nullify all and any responsibility or liability away from ASL (UK) Ltd. A current licence agreement is required to operate and or use all Agathos software and most other third party software.
- Any invoices for products and/or services provided by Agathos Systems that remain unpaid beyond our normal terms of payment, may cause restrictions of use to products or services provided.
- The Chalice server (if provided) will remain the property of ASL (UK) Limited at all times. It will be preloaded and configured with software belonging to ASL (UK) Limited. Under no circumstances may any party other than Agathos add any software to the Chalice server. The server is sealed and must not be opened by anyone other than an Agathos engineer; doing so will invalidate all licence and support agreements. The Chalice server will remain under the Agathos Total Care for three years from installation, this will provide telephone/remote connection support during normal Agathos support hours, in the event of Agathos not being able to effect a remote fix or repair, the customer will return the faulty unit to Agathos and Agathos will dispatch a replacement Chalice server to the site. If for any reason the Chalice server is lost or not returned to Agathos at the end of the licence period, or for any other termination of contract reason, there will be a charge of £1,200 made which will be payable immediately. The server is provided along with the agreed pre-loaded Chalice licenses. The licenses will only remain valid if the annual charges are paid within the terms of payment. Failure to pay the licence fees will invalidate the licenses and the Chalice server must be returned to Agathos.
- FORCE MAJEURE Notwithstanding anything else contained in this Agreement Agathos shall not be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by any act or omission of the other party). Subject to Agathos promptly notifying the Licensee in writing of the reasons for the delay (and the likely duration of the delay; if known) the performance of Agathos obligations shall be suspended during the period of the persistence of the relevant circumstances and Agathos shall be granted an extension of time for the performance equal to the period of the delay. Save where such delay is caused by the act or omission of Agathos, (in which event the rights, remedies and liabilities of the Licensee shall be those conferred and imposed by the other terms of this Agreement and by law):
- Notwithstanding anything else contained in this agreement (save for Agathos' liability for death or personal injury caused by Agathos' negligence), Agathos shall not be liable to the Customer for any loss of profits, loss of data, loss of contracts or any indirect, special, incidental or consequential loss whatsoever whether arising from negligence or breach of contract on the part of Agathos or howsoever.

