BESPOKE SOFTWARE SOLUTIONS

CLEAR FOCUS CALL CENTRE

www.bespoke-software-solutions.co-uk

Contents

1. Product Overview

Thank you for choosing Clear Focus Call Centre – the first completely free multi-user call centre software available on the market today. This section of the manual highlights some of the features of the software…

- **Multi-User System –** Setup as many individual users as you like, each with their own passwords. This enables you to keep track of which person took which call, run reports on individual users and allows users to personalise their preferences.
- **Multiple Views –** Use the predefined views to easily check the status of calls and keep track of your own calls.
- **Reporting –** The reports system can be used to keep track of your users and the amount of calls they are answering / closing. Additionally it can report on the amount of calls not closed within your chosen lead time. A bar graph representation of the report can also be produced for your use.
- **Personalisation –** Everybody likes it there own way right? Clear Focus Call Centre offers user the ability to personalise options such as screen colours and positions so that even if another user is using the desktop your preferences will be saved.
- **Easy Data Entry –** Raising a call is a simple as can be. Open the New Call form, enter a few simple details and save it – it's as easy as that! You can even save companies and products on the fly, so the next time you need them they are there for you to use.
- **Data Export –** Export data to Microsoft Excel® with the click of a button. You now have access to all the reporting and chart creation tools offered by this Office product.
- **Call Archiving –** Easily move older calls to the calls archive using the Clear Focus Call Centre – Server module.
- **Version Independence –** Whichever Windows version you are using, Clear Focus Call Centre can be deployed easily using ClickOnce® and .Net 2.0® technologies. Upgrade easily to .Net 2.0 during installation* to receive the benefits of using this latest Microsoft® technology.
- **Network Deployable –** Deploy Clear Focus Call Centre datafiles to your server and multiple client machines will be able to connect. This is a perfect solution if you have several users who all need to take calls at the same time.

* Internet Connection Required

2. Installation Instructions

This section of the manual explains how to install the product on Windows® operating systems.

WARNING: YOU MUST INSTALL CLEAR FOCUS CALL CENTRE - SERVER AND SETUP YOUR DATAFILES FOLDER BEFORE YOU INSTALL ON ANY CLIENTS. FAILURE TO DO SO WILL RESULT IN CONNECTION PROBLEMS.

2.1 Machine Requirements
- Windows 98 / SE, Windows ME, Windows 2000 (SP3), Windows XP (SP2), Windows 2000 Server (SP4), Windows Server 2003® Operating System.
- 20MB HDD Space (300MB including .Net 2.0).
- 128MB RAM (256MB Recommended).
- Internet Access (for prerequisite downloads).

2.2 General Notes
- This program is a full trust application. This means that in order for the program to be setup and run successfully the user you are installing it for must have administrative rights.
  When installing the software for standard users on your network you should either:
    a. Run the application as an administrator (you will be prompted to do so).
    b. Grant the user near administrative rights by putting them in the power users group.
  If this is not done the program will install, but will error during load as the user does not have the correct access rights.
  This is not applicable to installations on Windows 98 or Windows ME as they have no user security.
- It is advisable when setting up this system on a network that you use a server rather than a PC to host the datafiles as this will help to improve performance.

2.3 Installing Clear Focus Call Centre – Server
1. If you haven't already done so, unzip the downloaded program files folder to you desired location.
2. Open the Clear Focus Call Centre – Server program folder and double click setup.exe. This will start the installation process.
3. Agree to the licence agreement laid out by Bespoke Software Solutions Ltd. If do not agree the installation process will terminate.
4. Download any prerequisite programs you require. You will be notified during installation if you are missing any and they are:
    - Microsoft .Net 2.0®
    - Microsoft Data Access Components 2.8®
5. Once prerequisites are installed the installation process should automatically continue. If it does not please click setup.exe again to restart the installation.
6. You will be faced with the security warning screen. Bespoke Software Solutions Ltd is a registered publisher and has a valid certificate with Comodo CA (c.o. User Trust Network) with a root certificate in most Windows certificate stores. However in certain instances under Windows 98 the security warning displays 'Unknown Publisher'. If this is the case it is ok to continue.
7. Click the install button to start the install of Clear Focus Call Centre - Server.
8. Once the install is completed the program will automatically start.
9. You will be asked to setup a location to store your datafiles. It is advisable that you read the Deployment Options section of this manual before proceeding with the setup.

## 2.4 Installing Clear Focus Call Centre – Client

1. Make sure you have installed Clear Focus Call Centre – Server and successfully setup your datafiles.
2. Open the Clear Focus Call Centre – Client program folder and double click setup.exe. This will start the installation process.
3. Agree to the licence agreement laid out by Bespoke Software Solutions Ltd. If you do not agree the installation process will terminate.
4. Download any prerequisite programs you require. You will be notified during installation if you are missing any and they are:
    a. Microsoft .Net 2.0®
    b. Microsoft Data Access Components 2.8®
5. Once prerequisites are installed the installation process should automatically continue. If it does not please click setup.exe again to restart the installation.
6. You will be faced with the security warning screen. Bespoke Software Solutions Ltd is a registered publisher and has a valid certificate with Comodo CA (c.o. User Trust Network) with a root certificate in most Windows certificate stores. However in certain instances under Windows 98 the security warning displays 'Unknown Publisher'. If this is the case it is ok to continue.
7. Click the install button to start the install of Clear Focus Call Centre - Client.
8. Once the install is completed the program will automatically start.
9. You will be asked to locate your datafiles folder that you setup during installation of Clear Focus Call Centre – Server. Choose the directory from the tree view and continue.
10. The program will restart and load the login screen. It is now ready for use.

3. Quick Setup Guide

This section contains a quick setup guide. For full instructions on deployment please read the Deployment Options section of this manual.

1. Install Clear Focus Call Centre – Server according to the instructions in section 2.
2. Choose / create a datafiles folder to store your datafiles. This should be somewhere easily accessible by client machines. I.E. If you are having many clients connect to the system you should store them on an accessible network drive. If you are installing it on one computer choose a local hard drive.
3. Launch the application. The default Administrator password is **admin** so enter this to continue. If you wish to change this password you can do so by choosing set admin password from the main menu screen.
4. Setup a test user by clicking user management and then choosing create. Enter a test name and password and create the user.
5. Close the server module and install Clear Focus Call Centre – Client on your machine (single user) or a client machine (multiple users) according to the instructions in section 2.
6. Once you have specified the path to the datafiles folder the program will restart and you can login using the test account you created earlier.
7. To add calls select new call from the file menu or press CTRL&N.
8. Repeat steps 5 and 6 for each client machine you want to setup.
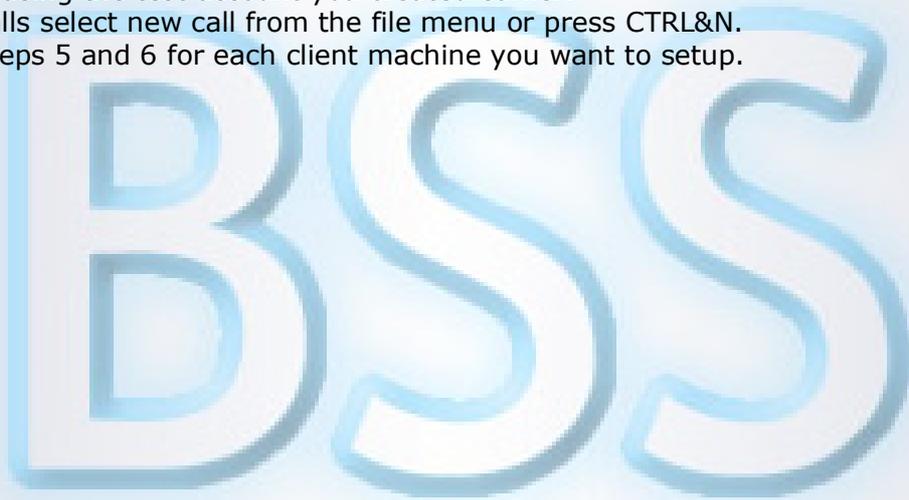
4. Deployment Options

This section of the manual describes the deployment options available to you when installing the Clear Focus datafiles.

4.1 General Notes

- The datafiles are vitally important to the running of this system. Without them your system will not function correctly. Please make sure your back up your datafiles regularly using the facility provided in the server module.
- It is advisable to use a server rather than a PC to store the datafiles on when setting up a multi-user environment. Failure to do so can result in a serious loss of performance.
- Once you have copied the datafiles there will be a plain text file named filepath.txt which contains the file path required for the setup of the client module. Use this if you are having trouble navigating to the datafiles folder.

4.2 For Single Users

If you are only planning to use the Clear Focus Call Centre software on one machine you should store the datafiles on a local HDD, such as your C: drive. When setting up the client module you should navigate to the datafiles folder you have created. Once you have performed this action and the program has been restarted you can login.

4.3 For Multiple Users

If you are installing for multiple users you should store the datafiles in one of the following locations:

- A network drive located on one of your servers.
- A shared documents folder on one of your servers.
- A shared documents folder on a PC (avoid if possible).

Before installing the client module it is advisable to first check that the PC has access to the datafiles folder. You can do this by simply using Windows Explorer to locate the folder using the client PC. If you have installed the system on a network and cannot find the folder it is likely that the PC does not have access to the network drive. First check that the drive is in fact shared, and if it is use Network Neighbourhood / My Network Places on the client machine to add the drive.

Whilst the system will run from a desktop PC, and allow multiple users to connect this is not the best multi-user deployment option. For best results you should use a server running Windows 2000 / 2003 Server.

5. Using Clear Focus Call Centre – Server

This section of the manual describes how to use the Clear Focus Call Centre – Server module.

5.1 Logging In
There is only one account you can use to login to the server module. This is the Administrator account. The default password of the Administrator account is **admin** which can be changed from the main menu screen by selecting Set Admin Password.

5.2 User Management
To create, update or delete users choose the User Management option from the main menu screen.

To create a user:
1. Press the create button.
2. Enter a unique username in the username textbox.
3. Enter a password in the password textbox.
4. Choose whether this user will be able to access / run reports using the client module by checking the box.
5. Press the create button to save the users details.

To update a user:
1. Select the user you wish to update from the list on the left hand side.
2. Press the update button.
3. Change the details as you deem necessary.
4. Press the update button.

To delete a user:
1. Select the user you wish to delete from the list on the left hand side.
2. Press the delete button.
3. You will be asked to confirm that you wish to delete the user. Press yes if you are sure you want to delete.

5.3 Datafiles Management
To manage your datafiles choose the Datafile Management option from the main menu screen.

To backup your datafiles:
1. Press the backup button.
2. Choose a location to backup the files to.
3. Press ok and the files will be backed up.

To archive calls:
1. Press the archive button.
2. Enter the date that you wish to archive call from. All calls on or before this date will be put in the calls archive.
3. Press ok to the warnings (providing all other users are logged out).
4. Wait for the archive process to complete and conformation dialog to appear.

To change the datafiles directory:
1. Press the change directory button.
2. Press yes to continue (providing all other users are logged out).
3. Specify the new location for your datafiles and press ok.

4. Your datafiles will be copied to your new location, the program will restart and you will be prompted to login again.
5. As a security measure your original datafiles folder is not removed and is left as a backup. If you wish to manually delete this folder, once you have tested the new datafiles you may do so.

To Compact & Repair:
1. Ensure all client users are logged out of the system.
2. Press the compact & repair button.
3. Wait for the compact & repair process to finish and conformation dialog to appear.

5.4 Set Admin Password

If you wish to change the Administrator password you can do so by pressing the Set Admin Password button. You will need to enter your old password and a new password to change it.

5.5 Server Module Main Screen
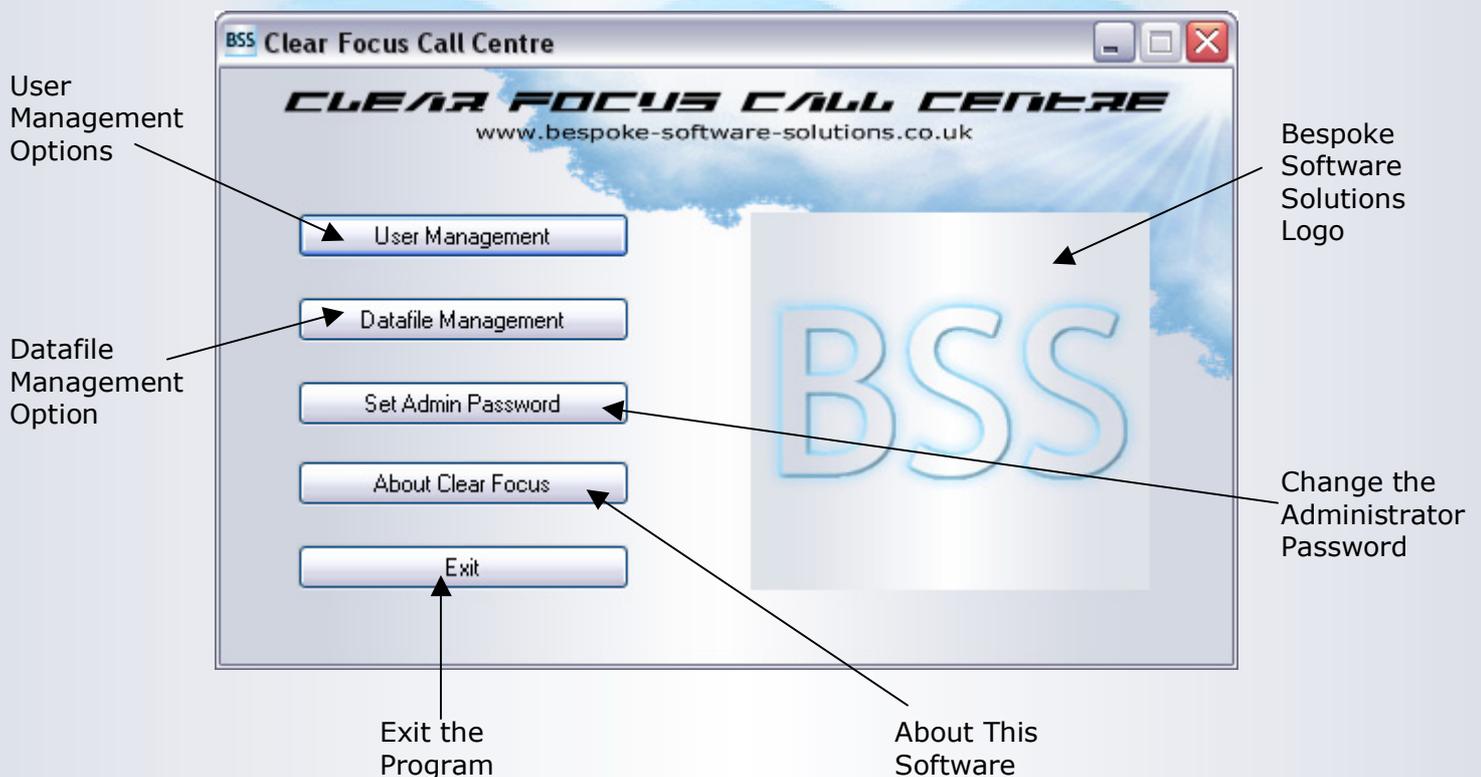
6. Using Clear Focus Call Centre – Client

This section of the manual describes how to use the Clear Focus Call Centre – Client module.

6.1 Logging In
When logging into the system each user should use there own user details, setup using the server module. To setup usernames and passwords please refer to section 5.2 for more details.

6.2 Call Management
When the program first loads it shows the My Calls screen. You can always tell which screen you are looking at by using the status bar message at the bottom of the screen.

To create a new call:
1. Select New Call from the file menu or press CTRL&N.
2. Enter the caller name, company, product name and problem into the text boxes provided.
3. To save companies and products simply press the save button next to the drop down list. The next time you want to use the company / product it will appear in the drop down list.
4. Select your priority from 1 – 5 (1 being most important).
5. Press save to save the call.

To update a call:
1. Highlight the call you wish to update by clicking on the row.
2. Select Update Call from the file menu or press CTRL&U.
3. If you are not the owner of the call you will be warned that you are about to change another users call.
4. Change the details of the call as required.
5. Press the update button to update the call details.

To put a call on hold:
1. Highlight the call you wish to hold by clicking on the row.
2. Select Hold Call from the file menu or press CTRL&H.
3. If you are not the owner of the call you will be warned that you are about to change another users call.
4. Click yes to confirm that you want to hold the call.
5. The call will now be on hold. Putting a call on hold will reset the start time of the call. This is to prevent the call from showing as an over lead time call when it is in fact on hold. When the call is resumed the start time changes to the current date time and reintroduces the call to the lead time system.

To resume a call:
1. Highlight the call on hold that you wish to resume by clicking on the row.
2. Select Resume Call from the file menu or press CTRL&R.
3. You will be asked if you are sure you want to resume the call. If you are certain click yes to continue.
4. The call will switch status back to open and the opened time will change to the current date time.

To close a call:
1. Highlight the open call that you wish to close by clicking on the row.
2. Select Close Call from the file menu or press CTRL&C.

3. If you are not the owner of the call you will be warned that you are about to change another users call.
4. Enter the resolution into the text box provided.
5. Press close to close the call.

To find calls:
1. Select Find from the file menu or press CTRL&F.
2. Choose whether to find by call number, caller name, caller company or product.
3. Enter your search query into the textbox provided and press search.
4. The results of your query will be displayed in the main window.

To view a call's details:
1. Highlight the row you wish to view the details of by clicking on it.
2. Select Details from the file menu or press CTRL&D.
3. The details of the call will be displayed in the display details window.

6.3 Viewing Calls

Clear Focus Call Centre – Client offers several call views. You can keep track of which view you are currently in by looking at the status bar message at the bottom of the screen. To change your view you can choose one from the view menu or use the right mouse button menu. To refresh the view at any time press the F5 key.

- **My Calls –** This is the default view loaded when the program starts. It shows all of the current users' calls.
- **All Calls –** This view shows all of the calls currently on the system opened by all users. Calls in the call archive do not appear in the all calls view.
- **Held Calls –** All of the calls currently on hold by all users can be seen using this view. This view will only display calls with a held status.
- **Open Calls –** Open calls for all users are displayed using this view. This view will only display calls with an open status.
- **Closed Calls –** This view shows all of the closed calls for all users. This view will only display calls with a closed status.
- **Calls Archive –** Calls placed in the archive (using the server module) can be displayed using this view.
- **Print Preview –** Displays the layout of the report you are going to be printing.

6.4 Reports

The free version of Clear Focus Call Centre contains three useful reports to help keep of top of your department.

Lead Time Report

The lead time report is used to keep track of how well you are performing as a whole. By choosing your lead time for calls to be closed within, the system can generate a report containing the calls that failed to meet the deadline. This information is vital as it will tell you how effective you are being.

To run a lead time report:
1. Select Lead Time from the reports menu.
2. Select the lead time you wish to use from the drop down menu.
3. Enter the start date of the report. The report will run from the date you enter to today.
4. Press the run button.
5. The results of the report are displayed in the main window and the reporting toolbar will appear.

6. Use the reporting toolbar to export to MS Excel or press the bar graph button to view a bar chart (note: the bar chart will only plot the last two weeks data from today's date).

Closed By Report

The closed by report is used to show how many calls a specific user is closing. You choose the start date and user; and the report will show you how many calls they have closed. This is useful for keeping track of how individual users are performing within your department.

To run a closed by report:
1. Select Closed By from the reports menu.
2. Type the name of the user you wish to run the report for.
3. Enter the start date of the report. The report will run from the date you enter to today.
4. Press the run button.
5. The results of the report are displayed in the main window and the reporting toolbar will appear.
6. Use the reporting toolbar to export to MS Excel or press the bar graph button to view a bar chart (note: the bar chart will only plot the last two weeks data from today's date).

Answered By Report

The answered by report is used to show how many calls a specific user is answering. You choose the start date and user; and the report will show you how many calls they have answered. This is useful for keeping track of how individual users are performing within your department.

To run an answered by report:
7. Select Answered By from the reports menu.
8. Type the name of the user you wish to run the report for.
9. Enter the start date of the report. The report will run from the date you enter to today.
10. Press the run button.
11. The results of the report are displayed in the main window and the reporting toolbar will appear.
12. Use the reporting toolbar to export to MS Excel or press the bar graph button to view a bar chart (note: the bar chart will only plot the last two weeks data from today's date).

6.5 Tools

There are several tools available in the tools menu. An explanation of these now follows:

- **Products List –** This displays a list of all the products currently stored in the system.
- **Companies List –** This displays a list of all the companies currently stored in the system.
- **Colour Chooser –** Enables the user to change the colour of the main screen.
- **Network Setup –** Used to change the setup location of the datafiles folder. Note that incorrect network setup can result in a loss of connection.
- **Export to Excel –** Enables the user to export the current data in the main window to MS Excel for further analysis.

6.6 Client Module Main Screen

File Menu

Reports Menu

View Menu

Tools Menu

Developers
Website &
Upgrade Links

Current View

Call Window

7. Maintenance Tasks

This section of the manual explains the maintenance tasks you should undertake on a regular basis. How often you perform these tasks is up to you but it is recommended that they are done at least once a week.

- Compact & Repair
- Backup Datafiles

On a less regular basis you may wish to:

- Archive old calls.

Archiving calls old calls is vital to maintaining the performance of the system. If you are noticing less than normal performance it is most likely due to the amount of calls currently held in the datafiles. The point at which this will happen is dependant on your system and network capabilities.

All of the operations outlined in this section can be performed using the server module.

8. Troubleshooting & Support

This section provides answers to the most common problems you are likely to face and tells you how to obtain support.

I cannot connect to the datafiles
1. Make sure the datafiles folder is in a location accessible by the client PC. You can do this by using Windows Explorer to locate the folder.
2. If you cannot find it in Explorer then you can:
    a. Check that the datafiles folder is in a shared location.
    b. Map a network drive / place to the datafiles folder on the client PC.
3. If you still cannot connect to the datafiles (and you are sure they are accessible) remove the program, restart your computer and reinstall the program.

I receive an error when the program starts
1. The most likely cause of the error is that you have not installed the program with administrative privileges. Clear Focus Call Centre is a full trust application and therefore must be installed with administrative or power user rights.
2. If you are sure the program has been installed with administrative rights you can contact Bespoke Software Solutions Support by emailing the specific error details to support@bespoke-software-solutions.co.uk

The system is running extremely slowly
1. Make sure that the datafiles are compacted regularly.
2. If problem persists try archiving calls from the All Calls view using the server module.
3. Please note that other traffic on your network may also influence the speed of the system and this should be taken into consideration.

I have a user that cannot logon
1. Double check the users' details using the server module.
2. Remember that all usernames and password are case dependent.
3. If the problem persists delete the user and recreate them again with the same name. This will ensure that all of their calls are still attributed to them.

I am experiencing connection problems
1. Check that the PC has an active network connection.
2. Restart the program.
3. If the problem persists you should check to see if other users are experiencing the same problem. If they are not then it is likely to be a problem with the PC, in which case you should reboot the PC and try again.
4. If the problem is with multiple users (and they all are having trouble connecting to the datafiles folder) it is likely that there is a problem with the datafiles. In this instance you should save the current datafiles and copy your backup datafiles into the datafiles folder. If this does not solve the problem you can contact Bespoke Software Solutions Support by emailing the problem to support@bespoke-software-solutions.co.uk

If you experience any errors or need support you can contact Bespoke Software Solutions Support by emailing the problem to support@bespoke-software-solutions.co.uk however please note that we are under no obligation to fix your problem and any response will be given as and when there is time.

9. Upgrades

To find out about upgrades visit http://www.bespoke-software-solutions.co.uk/upgrades/clearfocus.php

Upgrading your system will provide you with a bespoke version of the free model with many additional benefits such as:

- **Customised Reports –** You get to choose the reports that you will need and we implement them for you.
- **Custom Fields –** All of the fields will be tailored to your specific needs.
- **You're Brand Image –** Add your brand to the forms. Have them customised to your tastes.
- **SQL Server Based –** Relinquish the power of an SQL server based solution, for better connectivity and faster response times.
- **Bespoke Design –** Unlimited freedom in the design of the software all implemented to your tastes.

Contact Bespoke Software Solutions Now For Your Free Quote!

10. Licence

The licence for this freeware software is as follows:

THIS SOFTWARE LICENCE AGREEMENT is

BETWEEN:

(1) Bespoke Software Solutions Ltd a company registered in England under number 5792499 and (hereafter known as the "Dealer" & "Owner")

(2) You the end user (hereafter known as the "User")

1.   Introduction
1.1   The Dealer carries on the business of marketing and selling the use of computer programs and software systems as agent for the Owner of the computer programs and software systems.
1.2   The User wishes to use such computer programs and software systems.

2.   Interpretation
         In this Agreement, unless the context otherwise requires:-
         "The System" means the computer program and software system known as Clear Focus Call Centre [consisting of a package of composite programs specified overleaf] the subject to the dealer-user agreement as specified overleaf (or if more than one each of them) and shall include all updates and additional or substitute programs and software provided by the Owner pursuant to this Agreement;
         "System Material" means diskettes magnetic tapes, punched cards and other media containing or reading any part of the system;
         "User Manual" means the operator's and user's manual relating to the system;
         "Computer" means the computer specified overleaf or with the written consent of the User a replacement or modified computer;
         "Dealer-User Contact" means the agreement of even date herewith between the Dealer and the User for the sale to the user of the system material and user manual.
         "Owner" means Bespoke Software Solutions Ltd

3.   Software Licence
3.1   The System Material and System Manual are supplied with the benefit of and on condition that the User shall accept a non-exclusive licence from the Owner to the User to use the system on the terms and conditions hereof and the said licence is hereby granted by the Dealer, acting as agent for the Owner. [it is acknowledged by the Dealer and the User that the Dealer's authority as agent for the owner is limited to the express terms of this clause.]
3.2   The System may not be used by the User other than for the internal purposes of its business (as specified overleaf) on the computer. The User may not use or permit the use of the system for the purpose of providing a computer bureau service or for any other purpose save as aforesaid.
3.3   This licence is persona to the User which may not directly or indirectly assign, delegate or transfer any right granted to it hereunder or grant any sub-licence thereof.

4.   System Material
4.1   Risk for loss or damage to the System Material shall pass to the User on delivery to the User.
4.2   The User shall not be entitled to have access to the source code in respect of the system or to create or to attempt to create the same
4.3   The Owner may from time to time and at any time require any System Material supplied to the User to be replaced with alternative System Material and shall from time to time provide the user with updates for the System (if any) as soon as is practicable after

such update becomes generally available to the Owner's clients; the User shall upon delivery of any such alternative System Material or update adopt   the same and either immediately destroy or as soon as practically possible thereafter and at its own expense return to the Owner or to   its order all System Material previously supplied to it which is replaced or superseded thereby.

5.   Method of use

5.1   The User will ensure that all System Material is correctly used in efficient and properly functioning machines or equipment and that any of its employees who have access to or the use of such machines or equipment are properly trained and authorised for this purpose.

5.2   The User shall not without the prior written consent of the Owner use or adapt the System or any System Material or permit the use or adaptation of the same for the purpose of merging it into any other computer program or material, shall not make any copies of the System Material and shall comply with all applicable laws or regulations relating to the System, the System Material or its use.

5.3   The Owner shall have the first option to make any enhancement or addition to the System required by the licensee and the Owner shall have no liability to the User or otherwise for any enhancement addition or modification to the System carried out by a third party or for any change in the User's operation system.

6.   Rights in the system and their protection

6.1   The User shall have no right to the property in the System and System Material or the Users Manual, or to the copyright or other intellectual property rights of the Owner of whatever nature therein, acknowledges the confidentiality thereof and the title of the Owner therein, and undertakes not to do or assist in the doing of anything which might bring the Owner's title into question.

6.2   Any changes in, developments of or improvements to the System or any System Material which are made by the User shall be the absolute property of the Owner and the User shall be the absolute property of the Owner and the user shall forthwith communicate the same to the Owner which shall be entitled to use of same as it may in its absolute discretion think fit.

6.3   The User shall not at any time disclose to any person any information techniques or know-how concerning the system or the System Material or its use or any information contained in the Users Manual and shall take all practical steps to prevent the disclosure of any such information contained in the Users Manual and shall take al practical steps to prevent the disclosure of any such information to any other person including the introduction and maintenance of procedures for the sale custody of the System, all System Material and the Users Manual supplied to the User;

6.4   The User will instruct each employee who is or may be required to deal with the System, any System Material or Users Manual that they are secret and confidential and are not to be disclosed to any third party; and

6.5   The User undertakes to indemnify the Owner against all costs, claims damages and expenses (including legal expenses) incurred by the Owner by reason of the disclosure of the System, any System Material or the Users Manual to third parties or of any other fact or omission which constitutes a breach of this clause; this clause shall not apply to information which is or becomes public knowledge through no fault of the User.

7.   Infringement of rights

7.1   The User shall promptly and fully notify the Owner of:-

7.1.1   any actual threatened or suspected infringement of the copyright or other intellectual rights of the owner in the System, any System Material or the Users Manual or of any breach of confidence relating thereto which comes to its notice; and

7.1.2   any claim brought against the User alleging that its use of the System any System Material or the Users Manual infringes the copyright or other intellectual rights belonging to or alleged to   belong to the claimant.

7.2   If any such claim as is mentioned in clause 8.1.2 is brought against the User, the Owner may at its option either;

7.2.1   require the User to cease using the material which allegedly infringes the rights of the claimant; or

7.2.2   require the Owner to depend or settle the claim at the cost of and in   accordance with the directions of Owner, in which case it will indemnify the User against all costs, damages or other compensation awarded against or agreed with the consent of the Owner to be paid in settlement by the User subject to the Owner being entitled to all costs, damages or other compensation awarded against or agreed to be paid in settlement by the claimant.

8.   Maintenance of the system

8.1   The User will at its own expense be responsible for routine day to day maintenance of the system and all systems material in its possession.

8.2   The User shall promptly notify the owner of any defect or error in the system or the system material in its possession, whereupon the Owner shall take all proper steps to correct the same as soon as practicable by sending corrected system material to the user.

9.   Liability of the Owner

9.1   The Owner shall not be liable to the User:-

9.1.1   by reason of any representation or by reason of the breach of any implied warranty or other implied term or any duty at common law for any loss, damages, costs, expenses or other claim for compensation whatsoever howsoever the same may arise and whether occasioned by the negligence of the Dealer or the Owner, their servants or users or otherwise to the extent that:-

9.1.1.1 any such claim is for consequential loss or damages whether for loss of profit or otherwise; or

9.1.1.2 in respect of any claim for consequential loss or damage, the amount of any such claim exceeds the price for the system paid by the User.

9.2   The Owner shall not be liable for the performance use or consequences of any changes to the system or any system material which are made otherwise than by the owner and the owner shall have no obligation hereunder to correct, maintain or update any part of the system or any system material which has been the subject of any such change.

9.3   The Owner does not warrant that the system or any system material will not infringe the copyright or other intellectual property rights of any other person.

10.   Force majeure

Neither party shall be liable to the other party insofar as it is prevented from performing its obligations under this Agreement for any reason beyond its control including (but not limited to) war, civil disorder, strikes, lockouts or other industrial disputes and shortage of labour or materials.

11.   Period of Agreement and termination

11.1   in addition to and without prejudice to any other remedy the Owner may forthwith terminate the licence granted pursuant to this agreement at any time by giving to the User 30 days' written notice if the User has committed any breach of the terms of contract or if the User goes into liquidation or becomes insolvent or if a receiver, administrator or other similar officer is appointed in respect of the whole or any part of the undertaking and assets of the User or if being an individual the User commits an act of bankruptcy.

11.2   Upon termination of the contract the User shall return to the Owner all System Material and Users Manual (including copies thereof). In default the Owner may enter upon the User's premises and repossess the same.

12.   Nature of contract

This licence is personal to the User who shall not be entitled to mortgage, charge, directly or indirectly assign, delegate or transfer to any person or grant any form of sub-licence in respect of the benefit of the same.

13.   Notices and service

Any notice or information required or authorised by this Agreement to be served or given by either party to the other may be served or given by sending the same by first class mail, telegram, cable or telex to the other party at the address specified overleaf and in the case of notice sent by first class post it shall be deemed to have been given 72 hours after posting and in the case of telegram, cable or telex shall be deemed to have been given at the time of despatch.

14.   Applicable Law and Jurisdiction

14.1   This Agreement shall be governed by, and construed in accordance with, English Law.

14.2   In relation to any legal action or proceedings to enforce this Agreement or arising our of or in connection with this Agreement ("proceedings") each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or in the grounds that the proceedings have been brought in an inconvenient forum.