Introduction

a. Semper has developed and is the owner of this computer software program and all associated software modules which are distributed by Semper or a registered agent of Semper ("The Software").
b. The Software will be installed on a computer device and the device and any persons utilising the device will be licenced to use The Software.
c. All people that access The Software are automatically included in the licence and by accepting the terms and conditions, you agree that each person has been made aware of the terms and conditions and explicitly agree to those terms and conditions.

Licence term and payments

a) The licence for The Software is for a period of usage and shall continue indefinitely until cancelled by your venue who will be the Licensee of The Software ("You") in writing with a one calendar month notice.
b) A fee for the licence will be charged in advance of the period specified. If no period has been specified, one calendar month will be assumed which will begin on the first day of the month after registration of The Software by Semper
c) A maximum period of three (3) calendar months will be granted whereby no license fees will be changed for the usage of The Software which will be deemed an evaluation period. This evaluation period may be waived should you agree that the evaluation period is not required.
d) The licensee fee includes support and infrastructure usage as detailed under the section labelled Support.
e) Taxes are excluded from all amounts where appropriate
f) Annual increase of license fees

1. An annual increase of the monthly license fee will be levied. Semper policy is to limit the increase to the CPI rate where available or a fair and equitable where the CPI rate is inappropriate.
2. The license fee shall be paid free of set off or deduction and shall be paid by way of debit order (where available or by invoice where not available) on the Licensee's bank account and the Licensee undertakes to complete whatever forms and to provide whatever cooperation is necessary to give effect to the smooth implementation of the debit order instruction.
3. Where a debit order system is available You can either implement the system or Semper will reserve the right to levy a 15% surcharge to administer the collection of fees.

Support

a) Support covers The Software during both implementation and production use of The Software.

b) Semper shall establish and maintain the organisation and processes to provide support for The Software. Support shall include but not be limited to (a) a direct response with respect to inquiries concerning the performance, functionality or operation of the Software, (b) a direct response with respect to problems or performance deficiencies with the Software, (c) a diagnosis of problems or performance deficiencies of the Software, and (d) a resolution of problems or performance deficiencies of The Software.

Updates

a) Semper shall, from time to time, make updates to The Software available at no additional charge.
b) The monthly licence fee payable by the licensee shall entitle You to the services as specified:

1. Product upgrades
2. Free major programme upgrades
3. Free routine software updates
4. Error correction
5. Remote support via an authorised Semper agents or the Semper help desk
6. Infrastructure usage
7. Hosting of your information
8. Offsite backup on Semper managed facility
9. Updates are automated and occur automatically once Semper has release a new version or update to existing version.

Backup of information

In the event that information is stored locally on a venue machine, You will be responsible to ensure regular backups of your information is implemented to ensure you do not loose information in the case of loss of your system for any reason.

Limitation of liability

a) The liability of Semper for faulty execution of The Software as well as all damages suffered by You, whether direct or indirect, as a result of the malfunctioning of the Software, will be limited to Semper rectifying the malfunction, within a reasonable time and free of charge, provided that Semper is notified immediately of the damage or faulty execution of The Software.
b) This liability is completely excluded if You attempt to correct or allows third parties to correct or attempt to correct The Software without the prior written approval of Semper.
c) Any other liability on the part of Semper arising from any cause whatsoever is specifically excluded. Without limiting the generality of the foregoing, Semper shall not be liable for any delay, failure, breakdown, damage or injury caused by:

I. Software, programs and support services supplied by or obtained by the Licensee without the consent or knowledge of Semper; or
II. Software or programs modified by the Licensee or any third party not authorised to do so; or the actions or requirements of any telecommunications authority or a supplier of telecommunication services or software.

d) In no event shall Semper be liable for loss of profits or for incidental, special or consequential damages arising out of or in the connection with the Software or the delivery, installation, servicing, performance or use of it in combination with other computer software.

Intellectual property rights

a) You acknowledge that any and all of the Intellectual Property Rights used or embodied in or in connection with The Software including all updates, modifications and associated manuals and other Software documentation are and will remain the sole property of Semper.
b) You shall not question or dispute the ownership of such rights at any time
c) Semper warrants that, to the best of its knowledge, The Software does not infringe upon or violate any Intellectual Property Rights or any third party.
d) You agree that no un-authorised person which is defined as any person not directly employed by You, will not be given access to The Software for any purpose other than direct employees and that should such a breech occur, You may be held liable for any damages caused by such actions.

Non Payment of licence fees

In the event of You failing to pay the licence fee in full and on due date, Semper shall be entitled to without notice, disable The Software.

Validity

If any provision of these terms and conditions is found or held to be invalid or unenforceable, the validity and enforceability of all other provisions will not be affected thereby.

Entire agreement and variations

a. This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly contained in this Agreement.
b. No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

c. Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this agreement.

Relaxation

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this agreement, and which either party ('the grantor') may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

Waiver

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the Republic of South Africa.