



Best Software for Skip Hire

License Agreement

PDF Copy.

This agreement governs your acquisition and use of our services.

If you register for a **free** trial of our services, this agreement also governs that free trial. (see section 2)

By accepting this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms “you” or “your” shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

In addition, you may not access the services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This agreement is effective between you (**Customer**) and us (**Supplier**) as of the date of you accepting this agreement.

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1. Definitions

1. '**Customer**' is the company receiving the fissara licences – you.
2. '**Supplier**' is the company supplying the services – fissara. Limited.
3. '**Intellectual Property Rights**' means patents, registered designs, trademarks and similar services (whether registered or not), copyright, database rights, design rights and all similar proprietary rights subsisting in any part of the world.
4. '**System**' means any fissara Move component either web or mobile device.
5. '**System users**' are any users that either have a login to the system or use the system in any way.
6. '**Working days**' are Monday to Friday, excluding UK bank holidays.
7. '**Working Hours**' are Monday to Friday, 9am to 5pm, excluding UK bank holidays

2. Free Trial

1. If You (Customer) register for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s).

2. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMISATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL.
3. NOTWITHSTANDING SECTIONS 17, 18, 19, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. Free Trail – System Usage Agreement

1. A maximum of 5 trial users are permitted. Every user of the System must have a login. Logins cannot be shared.
2. The trail will start on the date on which the agreement is signed
3. Only one login is permitted per mobile device. Multiple users cannot share 1 mobile device.
4. Only employees of The Trial Customer are allowed to use the System.
5. The Customer will guarantee that access to the System, Screenshots or any other System related material, will not be shared, given or lent to any other organisation or individual without the written permission of The Supplier.
6. The Customer will not copy a Service or any part, feature, function or user interface thereof,
7. The Customer will not copy content except as permitted herein or in an Order Form or the Documentation, frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (b) access any Service or Content in order to build a competitive product or service, or (c) reverse engineer any Service (to the extent such restriction is permitted by law).
8. The version of the system made available for trial may not be the current version, it may be a previous or Beta test version, in which case defects may be present.
9. Some functionality of the system may not be available due to commercial, or development reasons.
10. The trial system is not a production system and as such there are no performance or availability guarantees. The system may be unavailable at any time for maintenance.

4. Purpose of Agreement

The purpose of this Agreement is to specify the usage and commercial terms for using fissara Software.

5. Duration of Agreement

1. The minimum commitment for this agreement is 12 months.
2. The contract automatically renews annually until the contract is terminated. Contract termination is required in writing 30 days prior to the end of the contract renewal date.

6. Downloadable Products

fissara's downloadable software products and mobile applications, including Add-Ons created by fissara, that are installed by customers on an infrastructure of their choice. Downloadable Products do not include Add-Ons created by third parties, even when they are accessed through fissara.com or available through the fissara Marketplace, Google Playstore and Apple App Store.

7. System Usage Agreement (Commercial System)

1. Every user of the System must have an individual login. Sharing a user account is prohibited.
2. Only employees of the Customer or the Customer's contractors are allowed to use the System.
3. Sub-contractor licenses can only be purchased for systems with 40 or more standard users.
4. The Customer will guarantee that access to the System, System documentation, Screenshots or any other System related material, will not be shared, given or lent to any other organisation or individual without the written permission of the Supplier.
5. Any loss of data within the system deemed to be caused by misuse of the system would not be recovered automatically. It may be possible to recover this lost data however this activity will incur a cost to the customer.
6. This agreement provides 10GB Disk Storage. This is made up of system data, documents and photographs. Generally, photos and documents take up larger amounts of space, if a larger amount of data is required, then extra storage will be needed, failure to maintain adequate storage will result in data being lost or overwritten. The Supplier will monitor the storage requirement and will endeavour to contact you before additional storage is required. Additional storage is purchased in blocks of 10GB at £15 and charged monthly (plus VAT).
7. The use of mapping is excluded unless explicitly defined in the agreement. Mapping incurs an extra cost based on mapping usage.

8. The use of text messaging is excluded unless explicitly defined in the agreement. Text messaging used in Job Quotes for example may incur an extra cost based on a fair usage policy. Additional charges would be incurred on a monthly top up charge.

8. Fees

1. The fees for fissara subscriptions are per calendar month based upon the maximum number of vehicles, users or employees (contract and permanent, full time and part time) not exceeding the number defined in the contract or the total usage end of month values and subject to a minimum monthly subscription fee. Subscription fees are payable 1 month in advance.
2. Any capital implementation fee is payable before any setup and configuration work is started on behalf of the customer unless this is explicitly discounted or excluded in the contractual agreement.
3. Fees for any specific development or change requests requested by The Customer will be agreed at the time of order.
4. If a pilot of the software is agreed the fees may differ from the normal fees for the duration of the pilot. Once the pilot is complete normal pricing will apply.
5. The cost of any Third Party Product used by The Supplier (such as mapping and Sat Nav) will be priced and agreed with The Customer at time of order.
6. The cost of any Hardware provided to The Supplier (such as mobile devices) will be agreed with The Customer at time of order.
7. The supplier reserves the right to charge for reasonable business expenses if professional services are delivered at The Customers premises.
8. The Customer undertakes not to disclose the commercial information to any third party.
9. We can create simple reports at any time by request. These will be completed and implemented at a **one-off** cost per report.
10. The fees will be reviewed annually (between May-July) and adjusted in line with inflation. Any increase in fees will announced in advance of payments being collected.
11. The cost of any equipment or devices (such as Tablets, Smartphones etc) will be priced and agreed with The Customer at time of order and form part of a separate agreement.
12. The cost of network connectivity or airtime (such as SIM cards etc) is not included in the fees and can be sourced via a third party supplier, separate to the fissara agreement. fissara can also help with this service if required.

9. Terms of Payment

1. Depending on how you subscribe to the Service, invoices will be raised monthly, in advance.
2. Preauthorised payments via our payment portal (Debit Card, Direct Debit, Stripe, GoCardless) will be taken monthly on the date of the first payment. Depending on how you sign up to the subscription the billing will be calculated on a usage model at the end of each calendar period.
3. Payment receipts will be provided electronically.
4. All invoices are due for payment 7 days from the invoice date unless otherwise agreed by both parties and stated on the invoice. Any late payments will be subject to interest of 10% p.a.
5. Failure to pay for the Service will result in the Service being terminated the day following the payment due date. No data will be saved or recovered unless this has been agreed with fissara in advance. Recovery of data will incur an additional charge.
6. Any queries relating to the charges on an invoice should be notified to the Supplier within 5 working days from receipt of invoice, failing which The Customer shall be deemed to accept the invoice.

10. System Availability

1. The Supplier will make reasonable efforts to ensure the System will be available 23 hours a day, 365 days a year.
2. The system will be unavailable for one hour a day for backup and system maintenance, between 12am and 1am.
3. The System may be unavailable for reasons outside of The Supplier's control, and therefore The Supplier cannot guarantee service at these times. These reasons may include, but are not limited to: A. Power outages B. Hosting company failure C. Multiple server failure D. Network connectivity (Internet, WiFi, 2G,3G,4G and 5G) E. Flood, national emergencies, adverse weather, acts of war, sabotage or civil unrest.
4. Backups will be taken daily or in line with the service level agreed and included in the package you have purchased. In the case of a major system failure the target is to restore the system to the latest backup within 24 hours.
5. The system is hosted in a secure 3rd party environment (AWS) within the UK. Security details can be provided on request.

11. System Upgrades

1. System upgrades will be deployed on a regular basis and should not change system usage, although new features will be deployed and available for licensed components.
2. Occasionally urgent system upgrades may be deployed during Working Hours, in these cases advance notice will be provided to the Customer.
3. The System Users are responsible for keeping their mobile applications up to date via the Google Playstore, Apple Apps Store and Web browser updates. Errors or the cost of recovering lost data caused by out of date mobile applications will incur additional charges from the supplier.

12. Support and Change Requests

1. The Customer will provide 1st and 2nd line support and had access to fissara's [Knowledge Base](#) . This will cover all user issues, system and user admin, communications devices, network, Access to the System infrastructure etc.
2. The Supplier will provide 3rd line support for hosting and software related issues.
3. If the Customer has specific requirements that are not considered part of the fissara system which are available to all Customers, then this will be deemed as a change request.
4. The Supplier will make reasonable efforts to ensure that the System works with supported devices and operating systems, however, cannot guarantee that the System will work on every mobile device and/or operating system version. Devices that are not UK specific devices. (e.g. EU, USA devices will not be supported) A list of the current minimum and recommended device specifications can be found in the **Technical Specification** section of this agreement.
5. The Supplier will make reasonable efforts to ensure that the System works on the latest web browsers, however, cannot guarantee that the System will work on every web browser version or web browsers no longer supported by the manufacturer.

Response Times

13. Customer Reference and Publicity

1. The Customer should not refuse to provide any reasonable reference request.
2. The Supplier requests that when The Customer signs to use fissara products and service, The Supplier is entitled to use this information

for marketing purposes. No commercial details will be published without written consent of both parties.

3. The Customer agrees to engage in joint publicity to promote fissara in a timely manner. If a Case Study or Press Release is included in, or appended to the contract at the time of signature this will be used for marketing purposes by The Supplier.
4. Approval from the Customer to allow The Supplier to issue Press Releases and Case Studies should not exceed 10 working days.

14. Expectations

1. Each party shall not, without prior written consent from the other party, accept any commission, gift or financial inducement from any supplier or potential supplier who may have an interest in the Project Services provided under this Agreement.
2. Both parties shall ensure that personnel are informed of the health and safety laws, data protection laws and security arrangements applicable at the location(s) for which that party is responsible.

15. What is expected of fissara (Supplier)

1. The Supplier personnel shall comply with the health and safety laws and security arrangements applicable to the location(s) at which work is being undertaken.

16. What fissara expects from You (Customer)

1. The Customer shall pay to the Supplier the fees in a manner as defined in section 8.
2. In the case of the work being undertaken at The Customer's location(s), The Customer will provide the necessary resources and environments as and when required. This would normally be further defined in a Contract Schedule or Amendment.

17. Exceptional Termination

1. Each party may terminate this Agreement and/or associated Schedule by notice in writing if the other party is in breach of any of the terms of this Agreement or any Schedule which in the case of a breach capable of remedy is not remedied by the other party within 4 working weeks of receipt by the other party of a notice from the party specifying the breach.
2. Each party may terminate this Agreement and/or associated Schedule by notice in writing if the other party becomes insolvent or bankrupt, is

unable to pay its debts as they fall due, has a receiver appointed in respect of its assets or enters into an arrangement with its creditors.

18. Non-solicitation of Staff

1. Neither party shall employ or enter into such similar agreement for services with any individual employed by the other party (without the consent of the other party) who has been directly involved in providing Project Services for the preceding 12 months.

19. Liability

1. Limitation of Liability. Neither party's liability with respect to any single incident arising out of or related to this agreement will exceed the amount paid by customer hereunder in the 6 months preceding the incident, provided that in no event will either party's aggregate liability arising out of or related to this agreement exceed the total amount paid by customer hereunder. The above limitations will apply whether an action is in contract or tort and regardless of the theory of liability. However, the above limitations will not limit customer's payment obligations under section 6 (fees and payment for purchased services).
2. Exclusion of Consequential and Related Damages. In no event will either party have any liability to the other party for any lost profits, revenues or indirect, special, incidental, consequential, cover or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

20. General

1. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and replaces all previous agreements between, or undertakings by the parties with regard to such subject matter. This Agreement cannot be changed except by written agreement between the parties.

21. Governing Law

1. The interpretation, construction and effect of this Agreement shall be construed in all respects in accordance with the Laws of England and (to the extent relevant) the parties irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts.

Technical Specification

22. Device specification for Mobile Application – Minimum Requirement

- Apple iOS version 11.3
- Android 9.0 Pie
- 4.5" screen with 540×960 pixel resolution
- 1 MB RAM
- 4GB storage
- Rear-facing camera
- WiFi, GPS

Recommended Specification

- Apple iOS version 15.4
- Android 12.0 (Snow Cone) or later
- 5" screen, with 1080×1920 pixel resolution
- 2GB RAM
- Rear-facing camera
- WiFi, 4G/5G, GPS, Bluetooth

23. Web Browser specification for fissara MOVE Web Console

We recommend that admin users (desk based) of the system view the Web Console via a minimum 20" screen.

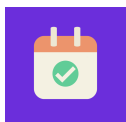
Fissara applications support the latest versions of

- Google Chrome
- Microsoft Edge

Note – fissara products no longer support any version of Microsoft Internet Explorer.

Our Service Support Levels

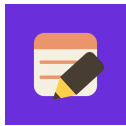
What has Happened?



MINOR issue or software problem, the system is available.

Respond within **5 working days**; either by Email, Telephone or in Person
(Standard Support hours are 9:00 – 5:00 Monday to Friday)

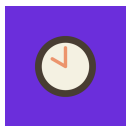
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MEDIUM The system is available but there is a potential software problem.

Respond Within **2 working days**; either by Email, Telephone or in Person
(Standard Support hours are 9:00 – 5:00 Monday to Friday)

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HIGH The system is not available for some users.

Respond Within **8 working hours**; either by Email, Telephone or in Person
(Standard Support hours are 9:00 – 5:00 Monday to Friday)

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CRITICAL The system is not available for all the users. **NO ACCESS**

Within **4 working hours**; either by Email, Telephone or in Person (Standard Support hours are 9:00 – 5:00 Monday to Friday)

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[Privacy](#)