



## Terms and conditions

### Installation of BreakerPRO

- BreakerPRO is a **Windows** application. You must ensure that each computer/server is using a **Microsoft operating system of Windows 7 or above**. We cannot support Apple devices and operating systems.
- You must ensure that all computers have had any pending updates installed and then rebooted to finalise.
- You must back up all data from all computers in advance of installation. This can be done by taking a full disk image (full system copy/backup), please liaise with your local IT consultant to do this.
- You must ensure that all computers that require BreakerPRO installed have full and unrestricted network access. They must not require passwords to access files and folders on computers within the network.
- Lyons Systems LTD, including any employees of, is not responsible for any hardware issues, network structure or configuration. This applies to pre and post installation.
- All installations and re-installations are chargeable, for example, if you replace a computer in the future and require BreakerPRO to be re-installed this will incur a charge. The charge may vary depending on the circumstances. Please contact us for details.
- Installations are scheduled upon payment and Lyons Systems LTD aim to complete this within 3 business days subject to all terms, conditions and pre-requirements being met.

### Minimum Recommended Hardware Specifications

#### Desktop Application

##### Designated Main PC

- OS: Windows 7 SP1 or Windows 10
- PROCESSOR: Intel Core I5 or equivalent AMD
- MEMORY: 8GB RAM
- HARD DRIVE: 500Gb of free hard disc space.
- External Hard Disc Drive for setting up backup of BreakerPro Data
- Hardwired broadband – Min Download 5 Mbps / Min Upload 1 Mbps

##### Client PCs

- OS: Windows 7 SP1 or Windows 10
- PROCESSOR: Intel Core I3 or equivalent AMD
- MEMORY: 4GB RAM
- HARD DRIVE: 256Gb of free hard disc space.
- Hardwired broadband – Min Download 5 Mbps / Min Upload 1 Mbps

#### Mobile Application\*

- OS: Android 4.4 or above
- STORAGE: 16Gb of free space.

\*As the application is continuously being developed and improved this minimum specification is likely to increase. Please ensure devices are up to date and upgraded every 2-3 years.

## Subscription to BreakerPRO

- BreakerBRO and all services we offer are fully owned by Lyons Systems LTD. The subscription fee you pay is for a licence to use the software and have access to the various services we offer. Subscription payments are made in advance.
- Subscription costs are calculated based on the number of computers that will be using BreakerPRO. Subscription includes:
  - Licence to use BreakerPRO;
  - Publishing parts to applicable websites;
  - Support for using BreakerPRO; and
  - All BreakerPRO software updates.
- Failure to make an advance subscription payment, or any other outstanding payment, will result in the following procedure:
  - A reminder for payment will be issued;
  - If no payment is received within 7 days of the due date your access to services will be disabled;
  - While services are disabled you will have no access to the software; and
  - Access to services will be restored once full payment is received.
- Mobile App Subscription is charged per device.
- We reserve the right to make changes to our prices at any point. In January 2017 we increased our standard monthly subscription prices. This was the first price increase in 4 years of operation. We do our best to absorb the ever increasing running costs but eventually this does become unsustainable and prices have to be reviewed.
  - If prices are increased they will come into effect immediately for new customers. We will notify all existing customers regarding the price changes at least 2 months prior to applying the new prices to their accounts.

Full pricing structure can be found here <http://breakerpro.co.uk/pricing/BreakerPROpricing.html>

*If you are unable to make any payment on time for any reason please contact us as soon as possible to discuss.*

## Support and Training Process

- We offer ongoing support with using BreakerPRO, this is subject to an active subscription.
- Following Installation of BreakerPRO Please contact us to arrange an initial remote training session. We recommend you have 1 user that is the main point of contact for BreakerPRO who we will train and will be expected to train and assist other users locally.
  - In the first session we will give you an overview of the search and inventory sections of BreakerPRO. This will ensure you are able to add stock and use the search to find any parts that you need for customers. When complete please arrange a second remote training session.
  - In the second session we will give you an overview of the ebay upload process and the invoices and transactions sections of BreakerPRO. This will ensure you are able to sell the parts you have in stock and invoice them via BreakerPRO.
- As part of the installation process you will be provided with the BreakerPRO user guide in PDF format. This is a comprehensive step by step guide which you can refer to at any point.
- Further support is provided via the ticketing system. This is monitored by staff during normal office hours. Tickets are dealt with by priority as judged by the support team.
- Our support team will respond to and resolve issues via the ticketing system or escalate to the live chat if required.
- Live Chat support is provided for customers, you can access this via the BreakerPRO help menu or the Support System page. We aim to respond immediately on the live chat system but there may be a delay if the support system is busy.

### *Support procedure during normal business hours*

*Business Critical – Immediate response*

*Urgent - Response within 4 hours*

*Medium - Response within 48 hours*

*Low - Response within 5 days*

### *Normal business hours (excluding standard public and privilege holidays)*

<i>Monday to Friday</i>
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<i>09:00-16:30</i>
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- Feedback calls are arranged regularly with all customers. This is an opportunity to talk through issues and improvement requests for BreakerPRO
- Further remote training/assistance sessions can be arranged. Please use the ticketing system to request. These short targeted sessions are not on demand, you must have a specific training/assistance requirement. This is included in your subscription.
- More extensive remote and on-site training can be provided but will be chargeable. Rates will vary depending on requirements and location.

Support aim to respond to tickets within 4 hours during normal office hours. If a ticket is logged out of hours support will respond within 4 hours from the beginning of the next working day.

## Data

All data including, inventory, invoices, images etc. is wholly owned by you. Lyons Systems LTD is not liable for any data loss or any issues relating to your data.

You must ensure that you are complying with the **General Data Protection Regulation (GDPR)**.

OEM part and compatibility data is supplied by a third party, Lyons Systems LTD is not responsible for inaccurate information. We try our best to avoid inaccuracies but due to the volumes of data involved this is not always possible.

## Backups

BreakerPRO can generate backups locally, on external drives (if set up) and on the cloud (if set up). It is your responsibility to ensure the data backups are valid and safe at all times.

*Disc image – **IMPORTANT \*this is the responsibility of the customer to set up and manage\****

Once BreakerPRO is up and running we strongly recommend liaising with your local IT expert to arrange for a Disc Image to be taken of Your server and each client machine. If any of your machines fail and are not recoverable BreakerPRO will, in most cases, need to be installed again. In this scenario you will be liable to pay for this. If you had a disc image your local IT expert could load that back into your machine and BreakerPRO will be back as it was at the point the image was taken.

### *Local backup*

BreakerPRO backs up your data every night and stores it locally. This backup is at risk if you have a problem with your server (hardware/software).

### *Local external backup*

BreakerPRO can also back up your data to an external hard disk drive (HDD). We recommend a HDD with at least 500gb of storage dedicated to BreakerPRO. This backup will be safe from any issues you have with your server (hardware/software).

### *Cloud Backup*

BreakerPRO can also be set up to communicate with some cloud backup applications. Using cloud backup software gives you piece of mind that your data will be safe in the event of your server and your external backup being compromised (theft, fire damage, natural disaster etc). If you have a cloud backup application please contact us with the name of the application so we can investigate its effectiveness for use with BreakerPRO

## **Remote Access**

Installation and support is provided via remote access software. The current application we use is Teamviewer version 10. We require the Teamviewer ID and password of any computer which requires BreakerPRO installation or support.

Unattended access is normally set up using a secure personal logon created within Teamviewer at the customer end. This allows us to log on to your machine at any time, including out of hours. Out of hours access is important for us to investigate issues should you have any.

## **Third party account logons**

We may occasionally require logon information for third party applications such as ebay, Paypal, 1<sup>st</sup>Choice spares, Breakerlink and others. Access to these systems is essential for initial setup and occasional tasks. We not store or keep this information beyond completion of any tasks.

The customer is responsible for changing the password once all work is complete. This will ensure all personal data remains as secure as possible.

## **Downtime**

Whilst we take every precaution possible to avoid downtime, this may not always be possible due to the nature of technology and the various dependencies. There two types of down time, planned and unplanned.

### ***Planned***

There may be instances where we have to put systems offline including (but not limited to) hardware upgrades an essential maintenance. We will always plan these for days and times where it will cause least inconvenience to customers, for example, overnight and weekends.

### ***Unplanned***

Unplanned downtime is rare but possible. We will endeavour to avoid this and have various procedures in place to mitigate this. Unfortunately we can't protect against every eventuality and, in particular, issues with third party companies. If this does occur we will be aware and we will be working to resolve as a matter of urgency.

\*Lyons Systems are not liable for any direct or indirect losses as a result of any services being down

## Websites

- BreakerPRO automatically integrates with various websites which are included in your subscription, however, some platforms such as ebay require your own merchant account to use these services. Please see **Partner Sites and Chargeable Extras** section.
- If we design and develop a website for you or integrate with you current website:
  - We are not responsible for the Search Engine Optimisation (SEO) of the website, this is your responsibility. We would recommend SEO is analysed on a regular basis in order to achieve the best results.
  - Price quoted is for standard integration. Functionality as per matchapart.com: search, checkout, guest, checkout with Paypal. Additional requirements may incur further charges – contact us for details
  - A 50% deposit is required to commence work on your web site.
  - We require you to fully detail the website specifications before work can commence.
  - Any changes requested after your website design (if applicable) has been designed to your detailed specifications will incur additional charges. You will be required to pay a further 50% of the remaining balance + the additional customisation work before this can commence.
  - You are responsible for reviewing and testing the website at each stage of the process. This is called User Acceptance Testing (UAT). This is the only way to guarantee that the website is fit for purpose.
  - We will only host the website and do not host your business email. Please contact your domain registrar as they may have email hosting provisions.
  - Remaining balance is due before the website is deployed to your live domain. The management of your domain is your responsibility.
  - Once the final payment is received this is the final approval for the website to go live.
- If a web site template is chosen, it is only for the theme, design & layout. This doesn't commit us to providing any of the functionality. Contact us to clarify your full requirements for us to review and estimate. Only our core functionality is included, excludes multi listing support.
- We recommend using google analytics, web master tools and having the site secured using SSL. These will have extra costs to implement. Contact us for further information.
- Lyons Systems LTD do not guarantee sales from any of the platforms which we integrate with, this is a factor out of our control.
- Sales are dependent on various factors such as stock volume, stock price, condition and demand for the parts.
- Any purchase transaction from any of these platforms is between the buyer and you as the seller. Lyons Systems LTD is not liable for any part of the transaction process.

Whilst we cannot guarantee sales, BreakerPRO maximises the exposure of your stock allowing more potential customers to see and potentially buy your parts.

## **Partner Sites and Chargeable Extras (OPTIONAL)**

Whilst we strive to link your stock with as many free sites as possible some sites require an account be set up and separate charges may apply. These are of course optional.

### ***Ebay***

You are required to have your own ebay account in order for us to link it with BreakerPRO. Any parts listed and sold/unsold through BreakerPRO will be liable for ebays standard fees.

Lyons Systems and BreakerPRO do not levy any additional charges regardless of the quantity of stock you are listing

You are responsible for monitoring and complying with ebays policies. If ebay change rules they will not notify us. If you are made aware of any changes you must notify us and have a detailed description of what the changes are and what is required to ensure compliance.

### ***Ebay template***

We can integrate your current ebay template with BreakerPRO. You must supply this to us in HTML format. If you use a third party provider for your template you may need to continue with that subscription to keep access to the features on the template.

Alternatively we can have a template designed and created for you by our developers. Prices start from **£175**. The cost of this will vary depending on the complexity of your requirements. – *OPTIONAL EXTRA*

### ***1<sup>st</sup> Choice Spares***

You are required to have your own account with 1<sup>st</sup> Choice Spares in order for us to link it with BreakerPRO and enable the Auto Quoting feature. Please contact them directly to discuss their fees.

Lyons Systems and BreakerPRO do not levy any additional charges for selling parts through 1<sup>st</sup> Choice Spares

### ***Pistonheads***

Lyons Systems will set up your account with Pistonheads. There is a flat fee of **£55** per month for this service. There are no limits to the amount of parts you can list and no commission will be charged. – *OPTIONAL EXTRA*

***Gumtree*** – You are required to have your own account with Gumtree in order for us to link it with BreakerPRO and enable listing.

This service is tailored for each customer and has to be managed. Due to this there is an **initial set up fee of £75** plus the cost per listing. For **up to 5000 parts = 5p each. Over 5000 parts = 3p each.** . – *OPTIONAL EXTRA*

## Registration/Postcode Lookups and SMS credits– *OPTIONAL EXTRA*

Pack Type	Bundle	Cost
VRN (Registration) and Postcode	50	£25
VRN (Registration) and Postcode	100	£45
VRN (Registration) and Postcode	200	£80
VRN (Registration) and Postcode	500	£160
VRN (Registration) and Postcode	1000	£250
VRN (Registration) and Postcode	2000	£320
VRN (Registration) and Postcode	5000	£400
SMS (Text Message)	250	£25
SMS (Text Message)	500	£45
SMS (Text Message)	1000	£80
SMS (Text Message)	2000	£140
SMS (Text Message)	4000	£240
SMS (Text Message)	8000	£400

## Website integration/development

Requirement	Cost
Integration to current website	£2000-£2500
Development of new website	£3000

\*Prices may vary depending on requirements

## Customisations

BreakerPRO is designed and developed in house. As such we are able to provide bespoke software customisations that may better suit your company and your way of working. Due to the extreme variety and complexity the changes would have to be assessed and priced on an ad-hoc basis. Please contact us for further information.



## Contract and termination

- When payment for installation and licence is received you are agreeing to enter in a 12 month minimum term contract. Following the initial 12 months you will move on to a rolling 30 day contract.
- Subscriptions are paid monthly in advance, if you wish to cancel our services please contact us in the first instance so we can assist you with any queries you may have.
- If you wish to cancel after the initial 12 months term you will be required to give at least 31 days notice of cancellation.

## Payments

All payments are in GBP and are **excluding** UK VAT.

All payments are non-refundable.

You are responsible for notifying us of your VAT status and VAT number.

## Late Payments

If your subscription payment is over 7 days late a **£20** administration charge will be applied. Following this if a verbal call is required to chase the payment a further **£20** administration charge will be applied.

If subscription goes beyond 14 days overdue a further **£20** administration charge will be applied plus interest.

Finally, if subscription goes beyond 21 days overdue the debt will be escalated to recover the full amount owed including any administration charges and interest accrued up to this point

## Directors Guarantee

By accepting these terms and conditions the director or directors of your company are agreeing to be liable for any unpaid subscriptions/invoices/charges outstanding should the company cease trading and is unable to cover the costs.

## Updates to Terms

These terms and conditions can be updated without any prior notice. Refer to the "About" section of BreakerPRO for details.

## Privacy Policy

To access our up to date privacy policy please [click here](#)

*By sending payment for BreakerPRO installation, you (the customer) accept and agree to the terms and conditions outlined by us (Lyons Systems LTD) in this document.*