



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 10 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 should take a backup (disk image) of the main server PC following installation of BreakerPRO, for use in recovery should the server PC fail at any time, or if the PC is upgraded.
- 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.
- If you have subscribed to our Starter Package and want to add additional devices and therefore want to upgrade to another tier (Standard: Up to 5 Computers; Professional: Up to 10; Ultimate: Up to 15 or more), do note that the remainder of the server license which was discounted to you at a reduced rate will be charged in order to proceed and you will no longer be on the Starter Package.
- Installations are scheduled upon payment and Lyons Systems LTD aim to complete this within one week subject to all terms, conditions and pre-requirements being met in full.

Minimum Recommended Hardware Specifications

Desktop Application

Please see our recommended PC specifications for BreakerPRO:

Desktop System	Server	Client PC
Operating System	Microsoft Windows 10 or Above	
Processor	Intel Core i7 or Equivalent AMD	Intel Core i5 or Equivalent AMD
Memory	16GB RAM Recommended	8GB RAM Recommended
Hard Drive	512GB SSD and 1TB HDD Recommended for Images	At least 250GB HDD
External Hard Drive	At least 1TB	N/A
Internet Connection	Wired Ethernet, at least 12MBPs	Wired Ethernet Recommended

If you are unsure if your PCs meet these requirements, please contact us to discuss.

Mobile Application*

- OS: Android 4.4 up to the latest version.
- STORAGE: 16Gb of free space.

*As the application is continuously being developed and improved this minimum specification is likely to increase.

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, per month.
- We reserve the right to make changes to our prices at any point. 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 <https://breakerpro.co.uk/pricing/>

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 we will contact you to inform the completion and provide you with our Getting Started Guide as well as a set of training videos for customers to be able to learn a number of core features available in the BreakerPRO system. A recap session will also be arranged on how to use the system.
- With these videos, customers and users are able to learn the system at their own pace, and would be able to revisit any part of the training that they feel that they would need to go over again. If any customer feels that they would benefit from any part of the system being covered through a remote training session rather than through a video, after watching the videos, this can still be requested through the Support Ticket System.
- As part of the installation process you will be provided with the BreakerPRO user guide in PDF format, this can be accessed at any time via BreakerPRO's help menu as well as a desktop shortcut made during the installation process. This is a comprehensive step by step guide which you can refer to at any point, to cover anything that has not been shown during the training sessions.
- Further support is provided via the ticketing system. This is monitored by staff during normal office hours. If you have any problem whatsoever with using BreakerPRO, please let us know through the ticketing system, as we are here to help you.
- We wish to engage with all of our customers and if you have any issues that you need to raise regarding BreakerPRO, please let us know at the first instance through the ticketing system so we can address and resolve these.
- Our support team will respond to and resolve issues via the ticketing system or escalate to the live chat if required. Tickets are dealt with by priority as judged by the support team. BreakerPRO will notify you of any responses from the ticket system, so you are able to respond to our replies as soon as possible.
- Live Chat and WhatsApp 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 and WhatsApp system but may 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>
<i>09:00-16:30</i>

- Feedback calls are arranged regularly with all customers. This is an opportunity to talk through issues and improvement requests for BreakerPRO. You are welcome to provide feedback at any time afterwards outside of the arranged feedback calls.
- As part of each new installation, we will call you every week for a month, and following that two weeks afterwards to follow up on the installation to see how you are getting on with 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 (Tecdoc) which provides a parts compatibility database only relating to aftermarket parts, 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. We endeavour to update the parts database every six months where possible when an update is available.

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 installed 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, as they can be used in case of a hardware failure or if the main PC is upgraded. 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 (Google Drive)

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).

As part of installation we request Google Drive to be set up and logged into the main server PC so we can apply this to ensure a cloud backup application is running at all times.

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 AnyDesk, which is the latest version as of this time. We require our version of AnyDesk to be installed which is available at <https://www.breakerpro.co.uk/AnyDesk> in order to provide support. We require the AnyDesk 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 AnyDesk 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.

Please note that this IS optional, if you are not comfortable with unattended access for any reason, you can instead let us know and therefore only provide temporary passwords when available for support to be provided on an adhoc basis only.

Third party account logons

We may occasionally require logon information for third party applications such as eBay, PayPal, Breakerlink and others. Access to these systems is essential for initial setup and occasional tasks. We do 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 are 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 and 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 your 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
 - 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.

API Integration (Stripe, WooCommerce, EKM, etc)

- We only provide the data connection between the 3rd party API server and BreakerPRO.
- The back end and administration of the 3rd party provider is maintained by you, and any issues around this or API related issues is not supported by us directly.
- Any custom categories or structure, must be mapped to the category list in BreakerPRO inventory.
- The API permission must be configured and provided to us, to setup the connection in BreakerPRO.

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 supply a free template designed to your specifications – this is provided for new installations and existing customers can contact us to request this.

OnBuy

We can set up a data feed to your OnBuy.com seller account for a one-off fee of £150 + VAT.

Please note should you have any issues regarding selling on OnBuy, please contact OnBuy directly as we have no control over the platform – we only handle the integration of parts from BreakerPRO to OnBuy.

We cannot be held responsible for any fees applied as part of sales made on their selling platform or your subscription to OnBuy. We do not charge a monthly usage for OnBuy, only the one-off data feed fee.

Facebook Shop

We can set up a data feed to your Facebook page shop for a one-off fee of £150 + VAT.

You must have your own company website domain linked to Facebook in order for the data feed to work.

Please note should you have any issues regarding selling on Facebook, please contact Facebook directly as we have no control over the platform – we only handle the integration of parts from BreakerPRO to Facebook.

Please note that the Facebook Shop is unrelated to the Facebook Marketplace and parts will not appear on there.

We are not responsible regarding any restrictions that may be on your page or shop and if this is preventing the creation of a data feed this must be resolved by you in order to be able to use the Facebook Shop data feed.

Registration Lookups and SMS credits– *OPTIONAL EXTRA*

Pack Type	Bundle	Cost
VRN (Registration)	200	£80
VRN (Registration)	500	£160
VRN (Registration)	1000	£250
VRN (Registration)	2000	£320
VRN (Registration)	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

We do not charge for Postcode Lookups as this is included as part of the subscription to BreakerPRO.

Website integration/development

Requirement	Cost
Integration to current website	£2000-£2500
Development of new website	£3500

Monthly charges will consist of £25 hosting and £15 for the domain's SSL secure certificate.

*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.

Accepting our Terms & Conditions

- When payment for installation and licence is received you (the director of the company) are agreeing to accept our terms and conditions.
- 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.

Minimum Contract Period

- All new installations of BreakerPRO must adhere and agree to a term of usage **of at least three months**, to ensure you have been able to use the system and its services for an appropriate amount of time.
- Following that period, the system will be billed as a rolling monthly subscription.

Termination of Services

- If you wish to terminate services of BreakerPRO and cancel your subscription you will be required to give **one month notice in writing by emailing sales@breakerpro.co.uk**, and confirmed by us, to cancel your subscription, which may be paid upfront or at the end of the month as per the subscription invoice.
- Ending payment itself without notice is not possible, you must inform us prior to cancelling.
- You may not terminate services if you are a new customer and are still in the three month initial period.

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.

Subscriptions and Late Payments

Subscriptions are emailed to customers automatically on the 21st of each month. Customers are advised to refer to these emails to ensure that the full subscription amount is paid.

All subscriptions are due on the 28th of each month and we ask that a Standing Order is set up to ensure that the payment arrives to us on time.

If full payment has been received by us, no further action is required and the invoice is considered paid.

Monthly subscriptions are handled by us on the first week of the month. If we have not received your subscription, or the full amount has not been given to us, we will contact you requesting this to be resolved.

After 7 days, if this has not been done, the account can be disabled and a late charge of £25 be invoiced.

We reserve the right to refer unpaid subscriptions to a debt collection service if they remain unpaid.

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.

As part of an installation, we request that the director or company owner provides identification such as a driving license or passport, as well as their home address.

The usage of BreakerPRO is per the company, not the directors themselves should they resign at any point, and subscriptions will continue to be charged as the business continues to trade.

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.