



Retention of Title & Rights

1. Any and all products and or Services supplied to you the customer by **Alpha PMS** remain the property of **Alpha PMS** until you:
 - a. Pay **Alpha PMS** the agreed price in full by the agreed date; or
 - b. Pay **Alpha PMS** the agreed price and any and all associated late fee penalties by the agreed date.

2. We reserve the following rights in relation to the products and or services that have exceeded the payment terms given to you the customer and where in addition all reasonable communication efforts by **Alpha PMS** for payment have been exhausted:
 - a. To enter your place of business or the place of business of any associated person or company anywhere the products and or services are located without liability for trespass or any resulting damage and retake possession of the such products and or services and:
 - b. Suspend indefinitely any and all managed application, managed service and hosting services supplied to you by **Alpha PMS** required for such **Alpha PMS** products and or services to operate.
 - c. To keep or resell any products and or services repossessed pursuant to (a) above.

3. Until ownership of the products and or services passes from Alpha PMS to you, you are the bailee of the products and or services.

4. If you on-sell the Products and or Services before you pay **Alpha PMS** for them in full, you agree to:
 - d. receive the proceeds of the on-sale on trust for and as agent for **Alpha PMS**; and
 - e. Immediately apply the proceeds of the on-sale firstly in payment of any amount outstanding to **Alpha PMS** for the supply of the products and or services.

Thank You For Your Business