APX Lift Planner – Terms and Conditions

1. About these terms

These terms govern every subscription to, and every free trial of, APX Lift Planner on Windows, Mac and Android. By activating a licence key, starting a trial or using the app, the customer accepts them.

Effective from 1 November 2026.

The supplier is APX Lifting Solutions Ltd ("APX", "we", "us"), a company registered in England and Wales.

- Company number: 16533543
- Registered office: Suite 126, 210 Upper Richmond Road, London, England, SW15 6NP
- Email: info@apxlifting.co.uk
- Phone: 07405 778606
- Web: www.apxlifting.co.uk

The customer is the business named on the order or licence key ("you"). The app is sold to businesses only, not to consumers.

2. Definitions

- **App:** APX Lift Planner, its load charts, equipment library, templates, reports and updates.
- **Subscription:** the paid right to use the App for one Subscription Year under a Plan.
- **Plan:** the number of Users bought, as set out in section 3.
- **User:** one named individual employed or engaged by the customer who uses the App.
- **Licence key:** the code APX issues to activate the App for a User.
- **Subscription Year:** 12 months from the date the paid Subscription starts.
- **Plans:** lift plans, method statements, risk assessments and other documents created with the App.
- **Free trial:** the free period set out in section 4.

3. Plans and prices

All Plans are billed yearly in pounds sterling, in advance, plus VAT at 20%. Every User on a multi-user Plan must work for the same company.

Plan	Users	Price per year (excl. VAT)
Single	1	£999

Plan	Users	Price per year (excl. VAT)
Team 2	2	£1,499
Team 3	3	£1,799
Team 5	5	£2,499
Unlimited	Unlimited, same company	£4,999

- A User's licence key cannot be shared with or passed to another person while that User still uses it.
- You may move a licence key to a replacement User when someone leaves; tell us and we will reissue it.
- You can upgrade to a larger Plan at any time. We charge the difference pro rata for the rest of the Subscription Year.
- Downgrades take effect at the next renewal.
- We may change prices for future Subscription Years. We will give at least 30 days' notice before your renewal date.

For example, the Single plan costs £999 plus £199.80 VAT, a total of £1,198.80 a year.

4. Free trial

Your first month is on us: 30 days free with what we believe is one of the best crane and lift planning apps you will ever use.

- The trial lasts 30 days from activation of the trial key, with full Single-User features.
- One trial per company. We may refuse or end a trial that repeats an earlier one under a different name or email.
- No payment details are needed to start a trial, and a trial does not turn into a paid Subscription by itself.
- When the trial ends, the App stops creating and editing Plans until a paid licence key is entered. Plans you saved stay on your device.
- Plans printed during the trial may carry a "Trial" mark.
- Sections 7 and 12 apply in full during the trial: it is a planning aid, provided as it is.

5. Payment, renewal, cancellation and refunds

You pay the full yearly price before your licence keys are issued, or within 14 days of our invoice if we agree to invoice you.

1. **Renewal.** Each Subscription renews for a further Subscription Year at the then-current price unless either side cancels.

2. **Reminder.** We will email you at least 30 days before each renewal date.
3. **Cancelling.** Email info@apxlifting.co.uk at least 14 days before the renewal date. Your Subscription then runs to the end of the paid Subscription Year.
4. **Refunds.** Fees are not refundable once a Subscription Year has started, except where the law requires or where we end the Subscription under section 13 without fault on your part. In that case we refund the unused part pro rata.
5. **Late payment.** If an invoice is more than 14 days overdue we may disable your licence keys until it is paid (section 9). We may also charge statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.
6. **App stores.** If you subscribe through Google Play or another app store, that store's billing, renewal and refund rules apply to the payment instead of points 1 to 4.

6. Licence, keys, devices and restrictions

We grant you a non-exclusive, non-transferable right to use the App for your own business during the Subscription, for the number of Users in your Plan.

- Each licence key is tied to the computer or tablet it is activated on. A User may move it to a new device; ask us if a move is blocked.
- You keep licence keys confidential and tell us at once if one is lost or misused.
- You must not copy, sell, rent, sub-license or share the App or a key outside your company.
- You must not reverse engineer, decompile or alter the App, or remove or get around its licence checks, except as the law allows.
- You must not use the App to build a competing product, or extract its equipment library or load chart data in bulk.
- You must not use the App unlawfully, or to produce Plans for work you know to be unsafe.

7. Planning aid only

The App helps a competent person prepare a lift plan. It does not replace that person's judgement, and it does not make any lift safe.

- Every lifting operation must be planned, supervised and carried out by competent people, as required by the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) and BS 7121.
- An Appointed Person must check and approve every Plan before it is used.
- Load charts, machine data, weights and calculations in the App are guidance. Always check them against the manufacturer's current load chart, the machine's own rated capacity indicator and the actual site conditions.

- Ground bearing, outrigger loads and exclusion zones shown by the App are estimates. Ground conditions must be assessed on site.
- Site layouts imported from drawings, PDFs or map data may be inaccurate or out of date. Measure on site before relying on them.
- You are responsible for every Plan issued from the App, whoever prepared it.

8. Your responsibilities

- Make sure every User is trained and competent for the lifts they plan.
- Give accurate information about loads, machines, people and sites. The App is only as good as what goes into it.
- Keep your own backups of Plans and uploaded files. We do not hold copies of your Plans.
- Keep devices secure and the App updated.
- Make sure you have the right to use any drawings, documents or load charts you import, including a client's existing plan.
- Make sure your Users follow these terms. You are responsible for what they do in the App.

9. Licence checks, disabling and usage data

The App checks online whether its licence key is still active, usually every 15 minutes while it is connected to the internet.

- If the App cannot reach us for 30 days in a row, it stops working until it next connects.
- We may disable a licence key, with effect at the next check, if: the fees are unpaid (section 5), the key is shared or misused, these terms are seriously breached, or the Subscription or trial has ended.
- Except for misuse or a serious breach, we will email you before disabling a key for non-payment, giving 7 days to pay.
- A disabled key can be re-enabled once the issue is resolved.

To manage licences and improve the App, it sends us limited usage data:

Data sent	Why
Licence ID, User name, company and email on the key	To match usage to your Subscription
A machine code that identifies the device	To enforce the device and User limits
App version and operating system	To support you and plan updates
Minutes the App is open and in use	To measure usage per User

The App does not send us the content of your Plans, drawings or documents. Our privacy policy at www.apxlifting.co.uk explains how we handle personal data under UK GDPR.

10. Updates, support and app stores

Updates and support are included in the Subscription at no extra cost.

- We release updates from time to time. We may add, change or remove features, provided the App's core lift planning use is not materially reduced during your Subscription Year.
- Support is by email at info@apxlifting.co.uk or phone on 07405 778606, during UK business hours (Monday to Friday, 9am to 5pm, excluding bank holidays). We aim to reply within 1 business day.
- The App may be unavailable for short periods during updates or for reasons outside our control.
- If you download the App from Google Play or another app store, that store's terms also apply. The store is not responsible for the App or for support.

11. Intellectual property, your data and confidentiality

We own the App and all rights in it, including its design, code, equipment library, templates and branding. You get only the rights set out in section 6.

- **Your Plans are yours.** You own the Plans you create and the information you put into them. We claim no rights over them.
- **Your files stay with you.** Plans, drawings and imported documents are stored on your own devices, not on our servers.
- **Feedback.** If you suggest improvements, we may use them freely and without payment.
- **Confidentiality.** Each side keeps the other's confidential information private and uses it only for this agreement. This does not cover information that is public, already known or required by law to be disclosed.

12. Warranties, liability and indemnity

Our total liability to you in any 12-month period is capped at the fees you paid us in the 12 months before the claim. During a free trial our liability is nil, so far as the law allows.

- We will provide the App with reasonable skill and care. Otherwise the App is provided as it is, and we do not promise it will be error-free or uninterrupted.
- If the App does not work as described, tell us. We will fix it within a reasonable time, or, if we cannot, refund the unused part of your fees. This is your only remedy for faults.
- We are not liable for: loss of profit, revenue, contracts, business or goodwill; loss or corruption of data; or any indirect or consequential loss.
- We are not liable for any accident, injury, damage or delay arising from a lift, or from a Plan that was not checked and approved under section 7.

- Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law does not allow to be limited.
- You will compensate us for claims by third parties arising from your misuse of the App, your breach of these terms, or a lift you planned or carried out.

13. Ending the agreement

- **You** can stop using the App at any time. To stop renewal, cancel as set out in section 5.
- **We** may end your Subscription at once, by email, if you seriously breach these terms and do not put it right within 14 days of being asked, or at once for licence key misuse.
- Either side may end it at once if the other becomes insolvent.
- We may stop offering the App on 90 days' notice. We would then refund the unused part of your fees.
- When the agreement ends, your licence keys are disabled. Plans already saved on your devices remain yours to keep and open in other software.
- Sections 7, 11, 12 and 14 continue after the agreement ends.

14. General

These terms are governed by the law of England and Wales, and the courts of England and Wales alone decide any dispute.

- **Changes.** We may update these terms. We will email you at least 30 days before a change affecting you, and it applies from your next renewal unless the law requires it sooner.
- **Events outside our control.** Neither side is liable for delay caused by events it cannot reasonably control.
- **Notices.** Notices go by email: to info@apxlifting.co.uk for us, and to the email on your order or licence key for you.
- **Transfer.** You may not transfer this agreement without our written consent. We may transfer it to a buyer of our business.
- **Whole agreement.** These terms, your order and our privacy policy are the whole agreement between us.
- **Severance.** If a court finds part of these terms invalid, the rest still applies.
- **Third parties.** No one else has rights under these terms under the Contracts (Rights of Third Parties) Act 1999.
- **Disputes.** Please contact us first. We will try in good faith to resolve any complaint within 30 days before either side goes to court.