

Terms & Conditions *(specific to the provision of I.T. support contracts)*

Please note that any third party providers referred to in these conditions, may have additional terms and conditions and these will need to be consulted where applicable.

The Company will exercise skill and care and use all reasonable effort to consistently provide fast and reliable services but can accept no responsibility or liability whatever for any interruptions to the service or loss of data, sales revenue, profits or other consequential loss resulting from interruptions to the service howsoever caused. It is responsibility of the Client to ensure they have adequate backup coverage.

Resolution of any technical problem will always be on a best endeavours basis and a final resolution cannot be guaranteed. The Company accepts no responsibility for the usage of illegal, pirated or unlicensed software.

All Prices quoted are exclusive of VAT unless stated otherwise.

1. Notification of support requirements

Requests for support assistance can be made by telephone, email, MSN Messenger or Skype. Urgent support requests should be directed to the mobile telephone number supplied since email/Skype/Messenger requests may not be viewed until a technical representative of the Company is situated at their computer system.

2. Response Time

The Company undertakes to respond with four working hours of receiving the request for assistance. Initial telephone diagnostics will be performed upon which the Company will provide a diagnosis of the fault and advise on the action required to resolve the issue. Problem resolution will be undertaken by a range of methods including verbal guidance, remote access and onsite assistance.

Where required, the Company will attend the Client site within a maximum of two working days unless an alternative later date is requested by the Client. This does not constitute a fix within two days. Fault resolution time may well be longer than the specified response time.

3. Site Visits

On-site attendance will normally be between 9.00am and 5.00pm Monday to Friday excluding public and bank holidays. In the case of technical support, a technician will require full unrestricted access to any failed system(s). In the case of network problems, the server or other networking hardware may have to be shut down and/or restarted. In such an event, at least fifteen minutes notice will be given to primary or nominated contact(s) onsite.

4. Incident reports

All support requests taking longer than fifteen (15) minutes in total to resolve will be logged in a report by the Company. At the end of each month for the duration of the contract, this report will be emailed to the primary and/or nominated contact(s).

5. Tasks covered by the Contract.

- a. Repair or replacement of PC parts. If replacement hardware is required, the full costs of the replacement parts will be met by the Client. It is understood that the Company is acting as an agent for the Client and, as such, all warranties remain with the originating manufacturer or other third party provider.
- b. Network configuration maintenance, excluding failure due to Client interference.
- c. Telephone support, as required, for software and hardware faults or queries.
- d. Remote access support or onsite assistance, as required, for fault resolution.
- e. Disaster recovery – reloading software from Client's disks plus any data backed up by the Client.
- f. Assistance/re-installation of software products such as Microsoft Windows and Server operating systems, Microsoft Office suite products (and individual components) and Sage software solutions (limited assistance, additional Sage cover may be required). Additional products may also be covered at the discretion of the Company following consultation between both parties.

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6. Tasks not covered by the Contract.

- a. Support or resolution of problems apparent prior to the commencement of the support contract. Any costs incurred will be the responsibility of the Client and separate from the costs of the support contract.
- b. The support of non-standard or bespoke software/hardware products. Whilst the Company will endeavour to assist as much as possible, should a third party product fail or require reconfiguration, we may need to contact the originating provider for further assistance. Should the third party require additional payment for these requirements, these costs will be the responsibility of the Client.
- c. Travel times outside of the Company's standard no-charge area (a 15 mile radius of the head office) are not included within contracted hours and will be charged at the standard rate imposed by the Company of 40pence per mile travelled. The default settings (quickest time) of Microsoft AutoRoute 2007 will be used to calculate the total distance travelled (both ways) and the Client will be invoiced accordingly.

7. Contract period and Cancellation

The provision of I.T. support services is effective between the dates listed on the first page of this agreement (Item 1. Commencement and Term) unless cancelled or terminated prior to the stated end date. The Company will notify the Client thirty (30) days prior to the end of the contract to discuss renewal of the contract and also outline what changes (if any) will apply from the start of the new contract period.

Both parties retain the right to terminate the support contract at any time, upon giving 14 days notice in writing of their intention to terminate, delivered to the last known address of the other party. Monies owed or due by either party must be cleared within 30 days of the final date of the notice period.

8. Reasonable usage policy

The Company agrees to provide I.T. support services to the Client in accordance with a reasonable usage policy. The services of the Company are not designed to be an alternative to employing a dedicated I.T. support member of staff. A notional limit of 40 hours per 12 month contract period is available for usage. If the Client exceeds this then the Company reserves the right to contact the Client and discuss ongoing requirements. As the Company only records details of support requests exceeding fifteen (15) minutes, the Client should be aware that they may have received additional support from the Company that is not logged on the monthly incident reports.

9. Pricing Discounts

The Company agrees to supply goods to the Client (and their employees) at a discounted rate of 5 per cent (5%) below the standard retail price charged by the Company. Purchases made by employees of the Client will be invoiced directly to the employee, not to the Client. If the Company does not receive payment within the agreed timescales, they reserve the right to contact the primary and/or nominated contact for assistance in resolve the payment issue.

10. Client Specifics

- a. Invoices raised by the Company must be paid in full within 30 days from date of invoice unless agreed otherwise.
- b. Faults existing prior to the commencement of the contract must be resolved in advance or itemised as being excluded from the contract. Where possible, the Company will conduct a brief audit of systems, hardware and software to be covered and identify any defects that require correcting before further work can be carried out. The best way to resolve these defects will be discussed by both parties.
- c. The Client is responsible for the usage of Internet Security products such as Anti-Virus, Firewall, Spyware software etc. Whilst the Company can recommend such products, it is the Client's decision whether they act upon such recommendations and advice.

11. Disclaimer

The Company, its employees or its agents shall not be held liable for any losses or consequent loss of the Client caused directly by any action or inaction on the part of the Company, its employees or agents.