

Standard Terms and Conditions of Business for the Provision of IT Support

Introduction:

These Terms and Conditions and any Client Agreement made under them represent a legally binding contract between Computer Confidence Ltd and the client specified in the Client Agreement to which they are attached. Clients indicate their intention to enter into a legally binding contract with Computer Confidence Ltd by signing and dating a copy of their individual Client Agreement (to which a copy of these Terms are attached) and returning the full document to Computer Confidence Ltd. Any contract so entered into is governed by the law of England and Wales and is subject to the jurisdiction of the English courts. Breach of any term contained in these Terms and Conditions or in the individual Client Agreement to which they are attached may therefore result in legal action.

Clause:

1) Definitions:

References in these Terms and in any Client Agreement to which they are attached to:

- i) "Computer Confidence" or "The Company" means Computer Confidence Ltd 1436 London Road, Leigh-on-Sea, Essex, SS9 2UL
A Limited Company registered in England and Wales Registration No.: 3114995
- ii) "The Client" means the Client specified in the Client Agreement to which these Terms are attached.
- iii) "The Client Agreement" means the agreement setting out details of the individual client, the services to be provided to that client, payment arrangements in respect of those services and any other provisions specific to the individual client.
- iv) "The Services" means the services specified in the Client Agreement.
- v) "pc" has the meaning given to it in the Client Agreement.
- vi) "Server" or "file server" means any computer used to supply shared services to one or more users.
- vii) "The contract amount" means the amount of money to be charged in respect of the individual contract for time and materials only and is specified in the Client Agreement.
- viii) The meaning of "time and materials" will depend upon the exact nature of the individual contract and is therefore defined in the Client Agreement.
- ix) "Supplies" are items of hardware, software or consumables purchased at the client's request.
- x) "Physical access" means the access to premises, hardware and other physical resources reasonably required by the Company to fulfil its obligations as set out in Clause 4.i below and in the Client Agreement.
- xi) "Virtual access" means the access to systems, software and other electronic resources reasonably required by the Company to enable it to fulfil its obligations as set out in 4.i below and in the Client Agreement.
- xii) "Backups" means additional copies, whether printed or electronic, of data stored on computer systems.

2) Services:

- i) Computer Confidence provides a range of IT support services in respect of:
 - Hardware and software issues relating to pc's
 - Hardware and software issues relating to file servers
 - Maintenance of printing services
 - Connectivity between pc's and file servers
 - Connectivity between pc's and/or file servers and the internet and internet services.
- ii) This does not include any issues relating to or any maintenance of internet services themselves as these are beyond the Company's reasonable control.

3) Fees and Title:

- i) Payment Policy:
 - a) Fees are charged either on an hourly or a monthly basis

or on any other basis agreed with the individual Client and specified in the Client Agreement.

- b) The contract amount is agreed with the individual Client and specified in the Client Agreement.
- c) Out-of-pocket expenses and the cost of supplies will be agreed with the Client.
- ii) Invoicing:
Clients will be invoiced either in accordance with a schedule attached to the Client Agreement or within a period of time after completion of work as specified in the Client Agreement.
- iii) Payment Method:
The Company can accept payment in the following ways:
 - Cash
 - Direct Debit
 - Cheque
 - Standing Order
- iv) Due Date for Payment:
Payment will normally fall due 14 days from the date shown on the invoice unless varied by the Client Agreement. These payment arrangements may be varied in response to changing circumstances.
- v) Overdue Payments:
 - a) Interest is chargeable on all overdue payments commencing one calendar month after the due date for payment up to and including the date of settlement at the rate of 8% above the base rate.
 - b) Failure to settle invoices on or before the due date for payment may result in changes to credit arrangements.
- vi) Title to all goods and services remain with The Company until paid in full. Should a refund be made or there is any dispute over payment, title shall revert back to The Company.

4) Rights and Obligations:

- i) The Company:
Computer Confidence undertakes to:
 - a) provide services of the nature and to the level specified in clause 2 of these terms and in the Client Agreement
 - b) Take all reasonable care and exercise all due diligence to ensure those services are of the quality and standard of a reasonably competent service-provider in the field of IT support
 - c) Respond to Clients' requests for support within the time-scale specified in the Client Agreement
- ii) The Client:
The Client undertakes to:
 - a) Provide the Company with appropriate physical and virtual access to enable it to fulfil its obligations set out in 4.i above and in the Client Agreement
 - b) Provide access to passwords and other security codes, either by supplying these to the Company or by providing the Company with the assistance of a third party who holds such information. Any requests made by or on behalf of the Client for the Company to use counterfeit software and/or associated materials will constitute a fundamental breach of this agreement (see below).
 - c) Provide all available information about systems and software
 - d) Provide original, legitimate copies of software and associated materials.

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Take all reasonable steps to create and maintain backups of data stored on any system on which the Company is required to work

iii) **Intellectual Property Rights:**

Each party to this agreement grants to the other a free licence to access and use any intellectual property rights of the other which are reasonably necessary to the performance of the contract between them. In granting such licences, both parties acknowledge that no legal title to any such property passes under this agreement.

5) Limitations and Exclusions:

In addition to any limitations or exclusions of liability specified elsewhere in these Terms or in the Client Agreement, the Company can accept no liability for any losses howsoever arising from:

- i) Any loss or corruption of data howsoever caused
- ii) Any issues relating to internet services to which Clients' pc's and/or file servers may connect
- iii) The acts or omissions of third parties including (but not exclusive to):
 - a) suppliers of goods or services:

This includes such suppliers engaged by the Client or the Company, either before, during or after the life of this contract. It does not include authorised agents of the Company acting within the limits of their authority.
- iv) Any fire, flood, industrial action or other event beyond the reasonable control of the Company.
- v) In any event, any damages for which the Company may be liable for any breach of its obligations as set out in 4.i above are limited to damages for direct financial losses only.

6) Term and Termination:

- i) **Term:**

The commencement and termination dates are specified in the Client Agreement.
- ii) **Termination:**
 - a) **Automatic Termination:**

The contract will come to an end automatically on the termination date specified in the Client Agreement.
 - b) **Premature Termination by the Company:**

The Company reserves the right to terminate before the termination date if the Client commits a fundamental breach of this agreement, including (but not exclusive to) asking the Company to do anything unethical or contrary to law.

In this event, the contract will be terminated immediately by verbal notice. This verbal notice will then be confirmed in writing, delivered by hand, fax, email or Special or Recorded Delivery post. Termination is effective upon confirmation that the Client has received such written confirmation. The date of such confirmation then becomes the revised termination date.

In the event of premature termination resulting from a fundamental breach by the Client, it is the Client's responsibility to arrange for the completion of any outstanding work at their own expense.

In these circumstances, the revised termination date automatically becomes the due date for payment with interest being chargeable as set out in Clause 3 above.

Any sums paid by the Client to the Company in advance for specific purchases becomes immediately repayable to the Client provided such purchases have not already been made by the revised termination date.

Any materials exchanged between the Company and the Client for the purposes of performing the contract will be returned to their legal owners within 30 days of the revised termination date.

c) **Premature Termination by the Client:**

The Client has the right to terminate before the termination date.

In this event the Client will communicate the decision to the Company in writing stating the reasons for the termination and the commencement date of notice period. The duration of the notice period will be specified in the Client Agreement.

In the event of any work being incomplete at the revised date of termination, it is the Client's responsibility to arrange for the completion of any outstanding work at their own expense.

In these circumstances, the revised termination date automatically becomes the due date for payment with interest being chargeable as set out in Clause 3 above.

Any sums paid by the Client to the Company in advance for specific purchases becomes immediately repayable to the Client provided such purchases have not already been made by the revised termination date.

Any materials exchanged between the Company and the Client for the purposes of performing the contract will be returned to their legal owners within 30 days of the revised termination date.

7) Complaints Procedure:

If a complaint cannot be resolved informally:

- i) it should be submitted in writing to the Company, marking the envelope "Complaints". The matter will then be investigated thoroughly by the Managing Director who will investigate the matter thoroughly, including arranging a meeting with the Client where necessary. Following the investigation, a written decision will be provided to the Client.
- ii) If the Client does not accept this decision, they should submit a written appeal, setting out their complaint, the Managing Director's decision and why this decision is not acceptable, to the Company's legal department, which will then carry out its own thorough investigation, including, where necessary, arranging meetings with the parties, together or separately. Following the investigation, the legal department will provide its decision, in writing, to both parties. This decision is final.

8) Severance:

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions of the contract shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.