

**Definitions**

- i "Supplier" means IT ME Services Limited.
- ii "Client" means the person, firm or company named on the agreement, order form or invoices supplied.
- iii "Agreement" means the agreement between the Supplier and the Client to which on any occasion these terms and conditions relate.
- iv "Services" means the services to which this contract relates and has agreed to on the order form.

**Variation of terms**

1 These terms may not be varied except by the written consent of the Supplier. Any questions relating to this agreement should be addressed with the Supplier before signing the agreement. This must be done using email or written form, email address or mailing address can be provided on request.

**Force Majeure**

2 The agreement is subject to cancellation by the Supplier, or to such variation as the Supplier may find necessary by reason of inability to secure labour, materials, transport or supplies by reason of strike, lock-out, trade dispute, weather or traffic conditions, hostilities, legislation, Act of God, or any cause whatsoever beyond the control of the Supplier. The Supplier will do everything in their means to mitigate such risks but are not responsible for any losses incurred to the Client.

**Duration of Agreement & Termination**

3 This contract shall run for specified time outlined within the order form known as the term / months. The Client may terminate this contract upon written request to the Supplier, IT ME Services Limited, but will be liable for any duration remaining including one month after, known as the notice period. 30 days prior to the end of the agreement, a new contract will be sent. If the Client does not wish to renew the contract, they must inform the Supplier and serve a 30-day notice period after the contract end date. The Supplier will look to renew the agreement before the end date with the Client. The above terms will still apply in the event of a new agreement being reached.

**Hardware Agreement Terms**

4 Upon any item of hardware owned by the Client, listed in the order form, or any component thereof failing through faulty workmanship, the Supplier undertakes to replace the faulty component within one working day of written or email notification of the fault being received by an authorised employee of the Supplier. The replacement can take the form of courier delivery, for end-user replacement or an on-site visit by the Supplier at the Supplier's sole discretion. Onsite visits maybe chargeable but any charges will be communicated with the Supplier beforehand. Damage caused to hardware by negligence or error is specifically excluded from this agreement and any item, seen to have been tampered with, will also be specifically excluded. In the event of hardware being supplied to the Client from the Supplier, a manufactures warranty may apply. The Supplier will make every effort to liaise with the manufacture to obtain a replacement or repair within a timely manner. Any delays regarding this will be communicated with the Client. In certain circumstances a manufacture may not hold spares in stock. If this is the case, we will inform the Client and if feasible provide a loan until the repair or replacement is completed.

5 If applicable, a monthly fee will be charged, as stated on the agreement, and paid by direct debit. The fee paid is to maintain the hardware as outlined within the Agreement. Any additional hardware purchases not outlined in the Agreement may not be covered. It is the Clients responsibility to inform the Supplier of any new hardware that needs to be maintained. The Supplier reserves the right to charge the Client for time spent maintaining new hardware not outlined in the Agreement. This will be communicated to the Client before any work commences.

6 In the event of a fault not being repaired upon the first attempt, the supplier may take another 72 working hours (9:00am to 5:30pm) in which to obtain the required component or a complete unit, to allow the Client to continue using the hardware item at 50% effectiveness or greater. The Supplier may also suggest a workaround in which to keep the Client functional until the required component or complete unit has been sourced.

7 Parts used in the repair of faulty hardware may not be of the same manufacture as the original and may be refurbished where components are not available to purchase within a reasonable time. Should the hardware be covered by warranty, we will be dictated by the manufacturer to the replacement of that component. Where possible the manufacturer will replace items like for like and notify us of this.

**Exclusions**

8 Hardware damaged deliberately or accidentally, through negligence, will not be covered by this Agreement, e.g. water ingress, smashed screen, power suppliers, scratching. Any signs of entry into hardware components will render the Agreement invalid for that item. Hardware damaged by any person, animal or other object will not be covered. Prices to repair hardware can be obtained and if the Client wishes to proceed, they will need to pay before work commences.

9 Equipment damaged through fire, flood, theft, Act of God, or any other reason covered normally by a contents insurance policy will be excluded from the cover of this Agreement. Items damaged by electrical failure, surges or spikes at the premises will not be covered by this agreement. It is the client's responsibility to ensure the protection of hardware from mains electrical surges. The Supplier can make recommendations to help with this and if required provide a quote to carry out the necessary work.

10 Hardware items, which were faulty prior to the commencement of this Agreement, will not be covered by this Agreement. Any issues or repairs required will be chargeable and the Client will be notified of this prior to any work commencing.

11 Equipment will only be covered when it is being used within the premises of the Client or at agreed locations. An agreed location would be the clients home address or alternate office. Items damaged in transit or at other premises are excluded from cover and should be covered by contents insurance. Please check with your insurance company to confirm this.

12 Upon the environment in which the hardware is used being found to be excessively hot, cold, wet, humid, dusty, or dirty, the Supplier reserves the right to exclude faulty items from cover of this Agreement. It is the Clients responsibility to maintain and check areas where equipment

is installed. If equipment requires additional attention, the Supplier reserves the right to charge a fee on top of the month agreed price. This will be communicated to the Client before any work is carried out.

13 Where components to be replaced are no longer available, the Supplier will charge the Client for the difference in cost of upgrade of the hardware item to such an extent as to make it operable again. Where items are covered by manufactures warranty, the manufacturer may replace a particular component or the complete system. The Supplier will be guided by the manufacturer at this stage and communicate with the Client regarding this.

14 Any consumable items required to complete the repair of faulty equipment will be chargeable to the Client. e.g. Laser toner cartridges, drums, paper, ink cartridges.

15 This contract covers the re-instatement of data, upon loss thereof, the Supplier will make every effort to restore data within a timely manner from a backup made by either party. Depending on the Clients data size, this can take some time at which point the Client will be informed. The Supplier will make every effort to ensure backups are completed. If a backup is unable to complete due to elements out of the Suppliers control, they will not be held liable for any losses incurred to the Client. An example of elements out of the Suppliers control are internet connectivity loss, power loss or hardware failure.

16 Repairs to hardware and configuration of software will always be attempted before any items are replaced. If an item is under warranty it will be dealt with at no extra cost. If an item is out of warranty a quote will be given to the client for acceptance.

17 The Supplier will not be liable for any loss or injury caused by faulty or repaired equipment. This includes any financial or personal loss suffered by the Client. The Supplier will also not be liable for any loss or injury cause to third parties using the Clients office or systems.

#### **Software**

18 The Supplier undertakes to offer technical support on software packages listed in the Agreement. This technical support can take the form of telephone support, remote support, or site visits, where necessary. Site visits and frequency will be agreed with the client and outlined in the Agreement is applicable.

19 To enable effective remote support it is the Client's responsibility to ensure that a working Internet connection is available, ideally with a static IP address. If the Supplier provides the connection, it will be the Client or Client's employees responsibility to make themselves available to carry out any support required.

20 The Supplier will spend time programming and/or making minor alterations to existing software as outlined in the Agreement. Any additional time required by the Client may be chargeable above this. Such time will be communicated with the Client prior to any work commencing. There is no time limit during the initial development of a software project, the Supplier reserves the right to charge a fee for excessive time.

21 Only alterations to software supplied and created by the Supplier will be made. The Supplier will also make amendments to such software, which is designed to be tailored, and where the Supplier is authorised by the copyright holder to make such amendments. Additional amendments above this may be chargeable, the Supplier

will communicate this with Client prior to any work commencing.

22 Where alterations to software covered are not considered by the Supplier to be "minor", the Supplier reserves the right to make a charge for such alterations. "Minor" refers to any alteration of an existing piece software and excludes the additions of new functions to software. The Supplier will not be liable for any consequential loss following the alteration of software for the Client.

23 Any new programs, routines or amendments required by the Client may be chargeable unless agreed otherwise.

24 Title to all new routines, programs, and any bespoke software rests with the Supplier unless otherwise agreed in writing or purchased by the Client.

25 Work required by the Client to be done outside normal hours of 9:00am to 5:30pm, Monday to Friday, may be chargeable by the Supplier unless agreed otherwise.

26 Program and data upgrades can be installed remotely, and this will be the Supplier preferred method. Site visits to install program upgrades will only be made when necessary and may be chargeable if the Client refuses the Supplier to install this remotely.

27 Training will not form part of this Agreement and will be chargeable unless agreed otherwise.

28 Any liability for the loss of data and/or subsequent loss is negated in whole by the Supplier, and the Supplier in no way makes representations, express or implied of the suitability of the software for a particular purpose.

29 Software maintenance will be included within this Agreement unless stated otherwise.

30 Updates of software will be carried out at the Supplier's offices. Where site visits are requested by the Client these may be chargeable.

31 If the client is paying a monthly retainer, any new hardware requirements and purchases should come via the supplier, IT ME Services Limited, unless otherwise agreed. If the client wishes to purchase hardware elsewhere, we reserve the right to charge the client for each device that requires setup. Hardware purchases made elsewhere will not be the responsibility of the supplier (IT ME Services Limited) to report and deal with regarding faults. If the client wishes us to deal with this, we reserve the right to charge an additional fee. It's the client's responsibility to make sure that items purchased elsewhere are covered by warranty that is suited to the use of the item.

#### **Payment**

32 Payment must be made on the due date shown on the Agreement or invoice, by BACS. Payment for any monthly fees will be collected by direct debit. If any payment is fourteen days or more overdue, the Supplier reserves the right to terminate this contract, charge interest on the outstanding amount, or to withhold products or services of any kind. If a direct debit is cancelled, we reserve the right to charge £25 ex VAT to set this back up.

33 The Supplier will provide the Client with a VAT invoice by email. If the Client requires a hard copy of an invoice sending to their office, we will reserve the right to charge a fee.

### **Viruses**

34 The Supplier reserves the right to charge for any work or equipment supplied to remove viruses received by the Client's system in the event of users ignoring errors or notifications. It is the Client's responsibility to report any strange behaviour on any PC or laptop computer and to report any error messages relating to anti-virus, anti-spam and anti-spyware software notifications. The Supplier will provide support remotely unless this is not possible. The Supplier may require the Client to isolate the PC or laptop from the network until the issue has been resolved.

### **Internet Spyware, Parasites and Computer Hacking**

35 The Supplier reserves the right to charge for any work or equipment supplied to remove any type of malicious Internet code downloaded to a computer for the reasons of spying on the Client's computer system or collecting information by stealth or by deception.

### **Telephony, Mobile, Data & Broadband Services**

36 As outlined in this Agreement, if the Client has requested telephony, mobile, data or broadband services the Supplier will provide these to the Client. All fees for these services are outlined in the Agreement and once signed are non-refundable.

37 Contract length will be outlined in this Agreement and will form part of other services if requested by the Client. As mentioned in point three, duration of Agreement, the Client will be entered into a contract for the period outlined in the Agreement. This will be for all services outlined within the Agreement. Please refer to point three for wording.

38 If the Supplier is providing the Client with Telephony services, the Supplier will inform the client of any additional costs within the Agreement form. These costs are charged to the Supplier from their suppliers and as such will be passed on. Telephony services will be provided as outlined in the Agreement. Once services are activated, the Client will be entered into a contract and must serve the length of time specified. If the Client wishes to leave, they must pay for the full duration of the contract as outlined in the Agreement.

39 It will be the Client's responsibility to inform the Supplier of any numbers they require to be transferred, otherwise known as porting. This also applies to mobile connections and any other services like fax. It will be the Client's responsibility to obtain any reference codes needed to complete this port/transfer. The Supplier will not be held liable for loss of any number that is not outlined on the Agreement. The Supplier reserves the right to forward any charges to transfer/port or move numbers. This will be communicated with the Client prior to a transfer.

40 Where the Client has requested broadband services from the Supplier, the Supplier will pass on any installation costs. This will be outlined within the Agreement and must be paid in advance. The Supplier will provide the Client with an invoice for this in which will require payment prior to installation.

41 The Supplier will not be liable for any losses incurred if, telephony, mobile, data or broadband services are offline. This is something out of the Suppliers control, however the Supplier will make every effort to restore services as quickly as possible. It will be the Suppliers responsibility to communicate with service providers and to restore services as quickly as possible.

42 With telephony services, the option to install and use an app is possible as standard. In the event the Client does not

have a smartphone, we are able to route calls to an alternative number at the Clients request. This will allow the Client to receive incoming calls for their business. We are unable to provide a backup service for outgoing calls with this option. The Supplier advises the Client to have a smartphone as a backup solution in this circumstance.

43 The Supplier if requested will provide the Client with mobile connectivity. This will be outlined within the Agreement. The Client is responsible for checking all options they require before signing the Agreement. "ULC" stands for unlimited landline calls, fair use policy applies. "UT" stands for unlimited text messages, fair use policy applies. The amount of data provided will be outlined within the Agreement. Any overage will be billable to the Client along with any chargeable calls not included within the agreed package. The Supplier will not be responsible for any service outage because of issues outside of the Suppliers control. These could be but not limited to a service provider outage or essential repairs.

44 The Supplier if requested will provide the Client with data only services. Like mobile connectivity, it will be the Client responsibility to check all options before signing the Agreement. The outline package will be outlined within the Agreement and any overage will be billable to the Client. The Supplier will not be responsible for any service outage because of issues outside of the Suppliers control. These could be but not limited to a service provider outage or essential repairs.

### **Retail Price Index (RPI) Price Increases**

45 The Supplier will communicate with the Client in February of each year regarding the RPI. Depending on the service(s) we provide you, your price(s) may increase. This increase will be at a rate of 3.0% plus the RPI. If the RPI is negative, we'll only apply the 3.0%. You will see this change on your invoice from 1<sup>st</sup> April following our communication regarding the announcement. The Supplier will communicate this increase via letter sent to your email address. The emails will be sent out towards the end of February and your direct debit will be amended ready for 1<sup>st</sup> April invoice. Should you have any questions regarding the price increases, please contact us within 5 working days following the communication date. We make every effort to ensure our services are good value and from time to time may not enforce this increase. This is down to our sole discretion and any renewal we agree with the Client.

### **Microsoft Price Increases – Office 365 Services**

46 If we provide you with Office 365 services, Microsoft from time to time may increase their prices. As a direct result of this, we have no choice but to pass these increases onto you, the Client. Therefore, if Microsoft increases prices, we will notify you of this and increase the monthly payment we charge. Depending on the term agreed, you will either be on a monthly or yearly agreement. If you pay monthly, your payments will be higher than paying yearly. If you choose to leave us as a provider, you will need to pay until the end of the agreed term. If your transferring services to another provider, you will still need to pay until the end of the term. This is per the Microsoft terms and conditions and not within control of IT ME Services Limited. Any remaining payment will need to be made before the Office 365 tenancy is transferred.

**Managed IT Contract Including Site Visits**

47 If we provide you with a managed IT service contract, we will aim to visit your site once a month. If we are unable to do this, we will communicate with a designated person within your company to do a wellbeing check. On occasions, we may visit your site in passing and try to give you notice of this. In the event we are unable to visit due to uncontrollable factors, we will communicate with you regarding this. An example of an uncontrollable factor is government lockdown or vehicle malfunction.

**Managed IT Contract Remote Only**

48 If we provide you with a managed IT service contract, remote only, we will aim to carry out all work remotely. This includes but not limited to, installing software, fault finding on software, running general maintenance and providing user support. If an onsite visit is required, this will be agreed prior to visit and for an agreed fee.

IT TIME SERVICES