

# TECHNICAL SUPPORT CONTRACT - TERMS AND CONDITIONS

## 1 SERVICE

THE COMPANY undertakes to provide technical support on in accordance with the following service. This service is subject to the level of cover and limitations, (Prime, Active and Managed taken out by THE USER with THE COMPANY and detailed within this contract.

THE COMPANY reserves the right to Audit and inspect the GOODS prior to commencement of the contract and to exclude such GOODS that are deemed by the COMPANY to be unsuitable. THE COMPANY in this instance reserves the right to refuse to support such GOODS and to charge the USER to ensure such GOODS reach the required standard of operation as laid out in the manufacturer's operational manuals in order for support to commence. In the event that the contract has commenced prior to an Audit and health check taking place, then THE COMPANY reserves the right to supply labour and travel only as part of the contract until such time, (maximum one month) that an Audit or Inspection can take place. During this period the Company will charge the USER for any parts required in order for the GOODS to reach an operational standard. These GOODS if required, will be charged at normal manufacturers recommended prices plus VAT.

Working hours are between the hours of 7.30am and 18.00 Monday to Friday (excluding Statutory Holidays). THE COMPANY reserves the right to provide limited service during the Christmas break, i.e. between Christmas and New Year. Please note that at all times we reserve the right to record a telecommunication or any conversation were the customer/client is talking to an employee of LAN Support or any of its business partners, without prior notice, on a voice/data file or any other format we chose. This recorded voice file may be used for training and legal purposes.

Service Level Agreements (SLA)

Prime	Immediate telephone support
Active	Immediate telephone support and remote server support with ability to view and advise
Managed	Immediate telephone support and remote server support with ability to fix

## 2 USER OBLIGATION - THE USER will:-

1. Ensure that the GOODS are kept at the specified location and used in accordance with the supplier's recommendations, e.g. a clean a.c. supply voltage, sufficient air space surrounding GOODS, no vibration, etc. The magnetic media used is subject to particular restrictions for reliable operation, and is the specific responsibility of THE USER.
2. Allow Company representative's access to the GOODS and co-operate with THE COMPANY's efforts to diagnose the fault by reproducing the symptoms on request.
3. Not tamper or in any way interfere with the GOODS in a way, which could lead to possible damage or incursion of foreign material or remove the GOODS to a different location without written notification and approval of THE COMPANY.
4. Pay promptly and within the terms stated any renewal fees due and, in the event of work done outside the scope of this contract, additional fees levied for non-contracted services (Operator Error, Accidental Damage, False Alarms, etc.)
5. Notify the occurrence of faults to THE COMPANY's Technical services department giving reference numbers of this contract and particulars of the fault symptoms.

## 3 EMPLOYMENT

Employment means any engagement of the services of any employee of THE COMPANY or any employee or director of a contractor introduced by THE COMPANY, whether such engagement be as an employee of THE USER or as independent contractor, or as an agent or employee of an independent contractor (including any agent other than THE COMPANY). THE USER accepts that THE COMPANY has devoted time and expense in training, and / or identifying and introducing such Employee/Contractor to THE USER and agrees that for a period of 1 (one) year from the date of the termination of the contract THE USER will not re-engage or retain the services of such Employee/Contractor except by a contract with THE COMPANY upon the same terms and conditions as are contained in this contract, save that THE COMPANY may charge its normal charging rates for the time being in force and that during the said period of 1 (one) year THE USER will not make any offer of employment to any such person except upon paying THE COMPANY the equivalent of 12 (twelve) months remuneration at the gross rate paid by THE USER for such person (plus value added tax) and if Employment takes place within the period of 1 (one) year THE COMPANY may invoice and THE USER shall pay a placement fee in respect of such person equivalent to 12 (twelve) months remuneration (plus value added tax) or (if the remuneration is not disclosed to THE COMPANY ) a fee for such sum as in THE COMPANY 's opinion is a sum likely to be equivalent thereto.

## 4 USER REPLACEABLE ITEMS (Consumables)

Under no circumstances shall THE COMPANY be liable to service, repair or replace any consumable item, which THE USER should, as part of normal usage, renew at intervals in accordance with the manufacturers recommendations. Such GOODS are deemed by THE COMPANY to include all consumables including printer ribbons, floppy disks, printer heads, computer mice, laser printer toner, developer, drums, fuser, all batteries, paper etc. THE COMPANY will charge for service calls attributable to such cause. Furthermore, THE COMPANY 's liability to provide service under this contract in respect of any item of GOODS for which the Manufacturer/supplier's specification states a duty cycle or useful working life shall cease immediately upon the attainment of the specified duty cycle. A full definition of consumables can be supplied on request.

## 5 RESPONSE TIMES

THE COMPANY shall not be liable for any delay in the execution of this contract due to the non-availability of particular components or incidence of coincident calls to the customer service department or by any other circumstance beyond THE COMPANY's control.

## 6 LOCATION AND REMOVAL OF GOODS

All provisions and coverage of service under this contract can only commence after THE COMPANY has had the opportunity to inspect and examine the GOODS as being capable of acceptance under contract. Furthermore, any work necessary as a result is chargeable on a time and materials basis. Should the GOODS be removed to a different location as provided for under clause 2.3 THE COMPANY reserves the right to undertake a similar inspection on the same basis. Should GOODS be found to be in a different location than agreed, charges may be levied to recoup expenses for additional time and resources.

## 7 SCOPE OF TECHNICAL SUPPORT COVERAGE

The provisions of service under the contract are strictly limited to the diagnosis of hardware or software faults arising in the equipment covered by this contract. In particular no service or support is provided on operating systems, utility or application software other than those agreed unless specifically stated. In addition, due to their vulnerability and build process, no support is included in the repair of portable computers. Ancillary GOODS or software not covered by the contract will be removed or disconnected and the repair and tests conducted on the remainder.

## 8 DURATION AND CONTRACT CHARGES

Contract Dates

Please note that all Technical Support Contracts are run from the first day of a month. If THE USER takes out a contract between the 1<sup>st</sup> and the 15<sup>th</sup> day of the month, then the contract will be backdated to commence on the first day of that month and will be duly charged from that date. If however THE USER takes out a contract after the 15<sup>th</sup> of the month, then THE USER will be charged pro rata for the remainder of the month and will be supported by THE COMPANY from the date requested for the duration of the contract period which will then end or be renewed on the last day of the month concerned, subject to the normal terms and conditions of this contract with the exception that no on-site visit shall be provided in the first month unless specifically agreed. Payment must be in advance in respect of yearly contracts and any delay in payment will result in suspension of support services.

All contract fees are payable either monthly in arrears or annually in advance. Delayed payment will result in services being suspended. This Contract shall remain in force for the period specified under "Contract Period" on page 2 (two), of this contract and will run from the date of commencement and thereafter until determined by 10 working days written notice prior to the end of the contract by THE USER. If THE USER has not notified THE COMPANY within 10 working days prior to the end of the contract then THE USER will be liable for a further one months payment and THE Company's support services will cease with immediate effect.

Services provided outside the scope of this contract, excluding travel hours, during the hours of 7:30am – 18:00 will be charged to THE USER. This charge will be in the form of a call-out fee of £60.00 (distant dependent, please see your account manager), including first hour or part thereof, plus an hourly rate fee of £60 per hour or part thereof. Hours worked outside of these times will be charged at time and half. Any subsistence costs incurred by THE COMPANY in carrying out such work, such as hotel accommodation and meals will be charged to THE USER at cost. All contract charges are subject to three monthly reviews plus parts and are subject to VAT. Dial-up support may be subject to a premium rate call charge by THE COMPANY to THE USER. In addition THE COMPANY may instigate during the dial-up period, (any level) a dial-back function, this function means that the telephone call cost, via the telephone/ISDN line may be invoiced to THE USER by their provider and payable by THE USER at their normal call tariff rate, applicable at that time.

Where possible telephone and dial-up calls are restricted to 30 (thirty) minutes, at which time THE COMPANY technical services department will request an on-site visit be made to THE USER. In the event that THE USER declines an on-site visit whether chargeable or not, then THE COMPANY has the right to withhold further support on that incident.

## **9 DISCOUNTS**

Discounts will apply for multi-year contracts. Three year contracts will receive a 5% discount and five year contracts a 10% discount. The quotation you will receive will be discounted accordingly, please see your account manager for further details.

## **10 RENEWAL**

At the time of the contract renewal, THE USER will be notified of any change in the contract rate, which will then be applicable from that date. The contract will automatically roll over for a further year at the new rate unless terminated by three months notice in writing by THE USER. If the GOODS covered by the contract remain unchanged, THE COMPANY has the right to automatically increase the cost of the contract up to a maximum of ten percent (10%) of the previous year's contract rate. The renewal fee is payable in advance to ensure continuity of support.

## **11 ADDITIONS AND DELETIONS**

During the contract period, THE USER, on acceptance by THE COMPANY, may add further GOODS to the contract on a pro-rata invoice basis. This will allow THE USER to retain a single global contract with a single renewal date. The agreed support cost for additional GOODS will be divided by 12 (twelve months in the year), and multiplied by the months remaining on this contract. Please see "contract dates" on page 1 under Duration and Contract charges. Payment for these additional GOODS will be required in advance.

Where GOODS are deemed by THE COMPANY not to be suitable for continued support under the terms of the contract or where THE USER simply stops using GOODS, or wishes them removed from the contract, for whatever reason, then these GOODS will be removed by THE COMPANY from the contract. In these circumstances, support on these GOODS will cease and no refund will be made available to THE USER. Where THE USER upgrades GOODS or replaces GOODS on the contract with similar GOODS, such as in replacing an old server with a new server, then THE COMPANY may replace the said goods on the contract with the new GOODS. In these circumstances if the support cost for the new equipment is deemed by THE COMPANY to be higher, then the USER may be required to pay THE COMPANY the difference in support costs, again on a pro-rata basis. If for any reason the new GOODS are deemed less expensive to support, than the replaced GOODS, then no refund will be given to THE USER by the COMPANY. All additions will need to be audited by THE COMPANY prior to being added to the contract.

## **12 LIABILITY**

1. THE COMPANY does not exclude or restrict its liability for death or personal injury arising from negligence.
2. THE COMPANY does not exclude or restrict its liability for physical damage to tangible property arising from negligence in so far as such liability does not exceed £1,000,000.
3. THE COMPANY shall have no liability whatsoever for the following howsoever caused and whether or not foreseeable.
  - a) Loss or damage to data, consequential financial loss including lost profit, efficiency, business, income and savings.
  - b) Other consequential loss or damage or third party claims (other than in all cases death or personal injury arising from negligence).
  - c) Loss of email or internet connections for what ever reason.
  - d) increased telephone/internet call charges.
4. Subject to the provisions of the preceding paragraphs, THE COMPANY's liability howsoever arising, in respect of GOODS and services provided hereunder shall be strictly limited to the value of the contract.
5. THE USER is responsible for all aspects of "safety at work" code of practice for the engineer, whilst the engineer is on their premises.
6. THE USER is responsible for ensuring that their credit account with THE COMPANY is paid promptly and to the terms detailed to THE USER. (Technical support contract and training paid in advance, all other services 30 days net). THE COMPANY has the right to withdraw the support outlined within this contract if THE USER'S credit account remains unpaid for 60 days. In this event THE USER will not be entitled to a refund of any kind regarding this contract.

## **13 FORCE MAJEURE**

THE COMPANY shall not be liable for any delay or failure to carry out its obligations which are caused wholly or partly by strikes or any other labour disputes, fire, war, accident, Government action or any other cause beyond its control.

## **14 LAW** This Contract will be governed and construed in all aspects according to English Law.