

Terms of Business

1) Workshop Service:

Faulty computer`s/server`s/laptop`s and related equipment, maybe taken offsite to be worked on. We will take the best care possible but will not be liable for any damage or loss (including data) during the time we are in possession of the above.

2) On-Site Service:

We will endeavour to resolve any issues either be telephone, remote support or by an onsite visit. Onsite Visits will incur an additional cost if they are required unless included as part of your support. Prior to any support call or onsite visit we will expect all critical data to be backed up, as The Client is solely responsible for the protection and back up of all data.

3) Misuse or Neglect:

Damage to any device/Software/configuration, due to misuse, neglect, accident, theft, fire, flood, earthquake, or other similar cause is not covered by us.

4) Availability of Components including software Fix`s/Updates/Service packs:

We will not be liable for any lack of or delay in any repair/installation/migration due to difficulty in sourcing items such as, but not limited to, replacement parts, service packs, and bug fixes and compatible Versions. We will endeavour to provide a temporary alternative to the problem where ever possible.

5) Post Migration/Installation:

Following any network or server installation or migration the first 4 weeks following will be considered hand holding support, any further support would be chargeable unless a monthly support service is already in place.

6) Unauthorized Service:

We shall be entitled to suspend or cancel any support service should any adjustment to your computer/network environment be carried out, except by an engineer employed or approved by us. If a third party has or is due to work on your site, then you will inform us of the work to be carried out and any impact resulting from this work.

7) Responding to calls for support:

We will attempt to respond promptly and effectively to all calls for support in relation to the "Response Times" during the "Time of Service". We will not be liable for any consequential loss of business or productivity due to our delay in meeting the response times.

8) Time of Service:

Support hours are weekdays only and start from 9:00 am until 5:00 pm. Excluding weekends and Bank holidays.

If support is required outside of these hours then an additional charge maybe incurred.

We will endeavor to carry out proactive system maintenance outside of the users working hours if ongoing support is in place.

9) Response Times:

We will endeavour to meet the following times

4 working hours for critical issues.

8 working hours or next business day for non-critical issues.

The response times are not fix times and are based on best efforts.

10) Force Majeure and Communication Failure:

We will provide you with various means to contact us for support. We will endeavour to ensure the means of communication are active and working, neither party will be responsible for delay or non-performance caused by conditions outside of reasonable control.

11) Sub-Contracting:

You agree that we may sub-contract to any company/person at any time in order to provide support and services to you. If for any reason you are unhappy with the sub-contracting company/person you must let us know immediately. You agree that we may pass your contact details or network setup information to a direct third party in relation to a specific service you have requested or for the purpose of sub-contracting.

12) Third Party Software:

Any third party or bespoke software present on your computer network should have support in place. We can work with third parties in order to help with any support or migration process of the software in question but this may incur an additional charge. You as a customer of the third party will be responsible for checking with the third party that any software to be installed or migrated is compatible with computers and servers, hardware and software which we may provide.

13) Termination of Service:

If the support service is being paid monthly by you and for some reason the payments stop, the service will become suspended until payment is received. The "pay monthly" support service may be terminated by either party at any time giving 30 days' notice either in written form or by email.

14) Payment - Services and products:

For the installation of new hardware and software products, 50% of any invoice presented is payable immediately with 30 days given for the remaining 50% outstanding. Any service provided may be suspended and projects delayed if payment is not received. Any goods and services including, parts, media, data are owned by Midlands IT Support until they have been paid for. You will allow any goods/services to be removed by (Midlands IT Support) or a third party acting on behalf of (Midlands IT Support) if the invoice has not been paid.

15) Confidentiality:

Both parties shall agree to hold confidential any information that becomes available to them during and after this agreement. This does not include any information known by either party before this agreement or any information that becomes public knowledge. Information will not be passed to any third parties without the consent of the other party unless required to do so by law. This does not include passing your contact details or network setup information to a direct third party for the purpose of sub-contracting or for a specific service you have requested. Any third party not directly employed by us will not be included in this agreement and a separate confidentiality agreement may be required as we cannot be held responsible for the actions of any person/s outside of our organisation.

16) Limitation of liability:

In no event will (Midlands IT Support), employees, contractors, subcontractors, or any third party in relation to our services be liable for any claim, whether in contract, tort or any other theory of liability, to the maximum extent permitted by law for any indirect, special, consequential, or incidental damages to you or any third parties claiming through you for whatever reason and for

items including, but not limited to, managed/re-sold services, loss of internet connectivity, data loss or corruption, loss of performance, productivity, goodwill, profits or revenue, replacement or substitute services and equipment ,even if we had been made aware of the possibility of damages occurring. You agree that the limit of liability will not exceed the amount originally paid to us.

17) Agreement:

Confirmation of order or payment of invoice will be taken as acceptance of the terms and conditions in this agreement.

18) General:

If any term or condition is held to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining terms and conditions.

The headings are for convenience only and shall not affect the interpretation of this agreement.