

SAQ IT SUPPORT CONTRACT

SPECIFIC TERMS AND CONDITIONS

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SAQ IT SUPPORT CONTRACT

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DEFINITIONS

Supplier or SAQ – the company supplying the equipment and providing support services, SAQ and its representatives, who's registered address is SAQ Langstone Technology Park, Langstone Road, Havant PO9 1SA.

Customer – the registered company or individual purchasing equipment or services provided by the Supplier, as defined in the agreement section.

Products or products – any goods, services or support provided by the Supplier including, but not limited to, hardware and software items.

Virus – Any malicious software knowingly or unknowingly installed on a computer system designed to be detrimental to the performance of the computer, network or associated systems and services.

Agreement – this contract.

POINT OF CONTRACT

1. This contract covers the supply of any Products to the Customer, and becomes valid and binding on acceptance of the order by the Supplier.

Supplier agrees to;

1. The Supplier shall provide the equipment and support services as required by the Customer, and in accordance with the Terms and Conditions specified in this Agreement.

2. The Supplier shall take all reasonable steps as necessary to ensure the safety and confidentiality of the Customer's software, data and documents, including any software, data or documents removed from the Customer's premises for any purposes. This includes any backup of the Customer's software, data or documents removed for off-site storage.

3. The Supplier shall take all reasonable steps as necessary to ensure the security of the Customer's computer equipment and network.

Customer agrees to;

1. pay all invoices within 30 days of receipt.

2. report any technical problems to the Supplier helpdesk without delay and to provide access to the Supplier and its representatives in the event of a site visit being required.

3. pay for any spare parts, software, peripherals or sundries on agreement with separate quotation to be provided by the Supplier.

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COMMENCEMENT AND TERMINATION

1 This Agreement begins on the date that the Contract Order Form is accepted and signed by duly authorised representatives of the Supplier and the Customer and shall continue thereafter until terminated in accordance with this Agreement.

2 The Customer may terminate this Agreement on:

- (a) not less than 90 days if the Supplier materially changes the terms and conditions of this Agreement or increases the charges, to the Customer's detriment provided that such notice to terminate shall be served on SAQ no later than 28 days from the date the change comes into effect; or
- (b) not less than three months' notice for any other reason.

3 The Customer may terminate the Service on not less than 90 Working Days notice provided that such notice extends the termination date in respect of the Service beyond the Minimum Period.

4 SAQ may terminate this Agreement:

- (a) on not less than one month's notice if SAQ does not receive a Customer Order from the Customer within 6 months of the commencement of this Agreement;
- (b) on not less than three months' notice for any other reason provided that such notice extends the termination date beyond the Minimum Period;
- (c) immediately on notice if SAQ is directed to cease the Service or the provision of the Service or any part of it.

5 SAQ may terminate the provision of a Service on 30 days written notice to the Customer in circumstances where a Site has been demolished, or where the new occupant at a Site does not wish to receive the Customer Service. SAQ agrees not to use the provisions of this sub-clause as a means to terminate this Agreement. If this situation occurs SAQ will work with the Customer in order to explore the feasibility of providing the Service to an alternative Site.

6 If a party is prevented, hindered or delayed in performing an obligation under this Agreement, because of Force Majeure, for a period exceeding three months, either party may terminate this Agreement by giving not less than one month's notice.

7 If the Customer terminates the Agreement or a Service during a Minimum Period, other than because SAQ has breached this Agreement or increased its charges or has materially changed the conditions of this Agreement to the Customer's detriment or because the Agreement is terminated under Force Majeure, the Customer must pay an Early Termination Charge for a Service.

8 Subject to any Early Termination Charges payable by the Customer, SAQ agrees to repay or credit the Customer with the appropriate proportion of any rental paid in advance for the period ending after the Customer's liability to pay rental ceases.

9 If a breach notice is served on the Customer then SAQ may at its sole discretion refuse to accept new Customer Orders and suspend such other services or facilities applicable to the Service as shall be reasonable in the circumstances:

- (a) immediately upon giving notice if the Customer fails to comply with the provisions of this Agreement (following a 30 day remedy period) headed Intellectual Property Rights and SAQ Corporate Marks or Marketing and Misrepresentation; and
- (b) for all other breaches detailed in sub-clause 11 below immediately upon giving notice, after the period specified for remedy of the breach in the breach notice expires, if the Customer has not remedied the breach. The Customer agrees to pay the charges for the Service until this Agreement is terminated.

10 Either party may terminate this Agreement or the Service provided under it immediately, on notice, if the other:

- (a) commits a material breach of this Agreement, which is capable of remedy, and fails to remedy the breach within the following periods from the date of the notice from the other party:
 - (i) 14 calendar days, where there is a failure to pay a sum due under this Agreement; or
 - (ii) 30 calendar days; or
 - (iii) a shorter time, reasonably specified in the notice, in the case of Emergency; or
- (b) commits a material breach of this Agreement which cannot be remedied; or
- (c) is repeatedly in breach of this Agreement (including without limitation repeatedly late in paying sums due under this Agreement); or

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(d) has bankruptcy or insolvency proceedings brought against it; or it makes an arrangement with its creditors; or a receiver, an administrative receiver or an administrator is appointed over any of its assets; or it goes into liquidation; or there is a corresponding event under the law of any other country; or

(e) ceases to carry on business.

11 If SAQ terminates this Agreement on the grounds of insolvency specified above, SAQ may communicate directly with End Users to inform them of the termination of the Service and how this will affect the

LIABILITY

1. The Supplier shall not be held liable for any loss or damage, whatsoever, whether direct, indirect or consequential inclusive of, but not limited to, loss of work time or productivity, financial loss, existing or prospective customer base, computer or network access and/or loss or damage to property, equipment, software, data or premises.

2. Any product supplied carries the standard manufacturer's warranties. The Supplier cannot be held liable or responsible, in anyway whatsoever, for any failure of the products supplied, or failure of the products to meet expectations or purposes, or any other reason relating to the supply of the products. The Supplier is not responsible for the cost of labour or other expenses incurred in repairing or replacing defective or non-conforming parts or products.

3. Any provision of equipment, software, applications or services are undertaken only after taking into account various factors including any limitations of the current system, software, applications or infra-structure; any other technical or design limitations with new software or applications; compatibility issues between hardware components and/or software components. There is no guarantee to any other companies ability to enable their software and/or systems to function correctly after integration. The Supplier cannot be held liable for any losses, whether in contract, tort or otherwise, including financial, goodwill, loss of business or customer base or any other losses due to the failure of the equipment, software or system to function as expected.

4. Any equipment, or the settlement of any invoice associated with that equipment, any work or travel requested or required whether inside or outside of the manufacturer's warranty, in order to diagnose or repair any faults, or to report any fault to the manufacturer, shall be chargeable at our standard rates.

5. If any section or wording of this contract be held legally invalid, then this shall not affect any other section, or wording of the contract, which shall remain valid and binding.

6. Where the Supplier has arranged, supplied, installed or configured any online and/or offsite backup for the Customer's systems or data, then the provision of such services is subject to the standard Terms and Conditions of the third party company providing the service. The Supplier cannot be held liable for any losses, whether in contract, tort or otherwise, including financial, goodwill, loss of business or customer base, or any other losses, in anyway whatsoever for any failure of any online or offsite back system, or failure of the backup system to meet expectations or purposes, or any other reason relating to the supply of the backup system.

7. Should any wording or section in this contract be misunderstood or contentious, then the meaning or definition attached to that wording or section shall be the meaning as would have been obtained or understood by any reasonable person of sound mind.

FORCE MAJEURE

1. The Supplier shall not be held liable for any loss or damages, whatsoever, whether direct, indirect or consequential, and inclusive of, but not limited to, loss of work time or productivity, financial loss, existing or prospective customer base, as a direct or indirect result of the Supplier being delayed, prevented or hindered in the performance or meeting of any of its obligations under this agreement by reason of any circumstances beyond its control including, but not limited to, act of God, fire, water, riots, strike, accident, war, etc.

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RATES

1. Our per incident onsite charge is £75 per hour or per incident remote support call charges are £50 per hour, minimum 1 hour charge. Call-out onsite charge of £500 is applicable if same-day or urgent support is requested.
2. Mileage costs are at the rate of £0.50 per mile based on the round trip from our office in Havant, Hampshire.
3. The acceptance of any order for equipment or software, or the provision of any support services, will be subject to the terms and conditions set out in this document.

GENERAL

1. All products supplied, whether as new or replacement shall remain the sole property of the Supplier until the associated invoice for the products has been paid in full. Only after all outstanding monies have been paid shall ownership or entitlement pass to the Customer.
2. Until such time as the property in the products supplied passes to the Customer, the Customer shall hold all such products as the Supplier's fiduciary agent and bailee, and shall keep the products properly stored, insured and marked as the supplier's property. Until that time the Customer shall be entitled to use the Products during the normal course of business, but shall account to the Supplier for the proceeds of sale or otherwise of the products, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or properties of the customer or other third party.
3. Until such time as the property in the products supplied passes to the Customer, the Supplier shall be entitled at any time to require the products to be delivered to the Supplier, and if the Customer fails to do so forthwith, to enter upon the premises of the Customer or any third party where the products are stored and repossess the products.
4. The Customers power of sale or right to use such products that have not passed into their property shall immediately cease if an Administrative Receiver is appointed over all or any part of its assets or if it is adjudicated bankrupt or enters liquidation, whether compulsory or voluntary, or if the Customer makes an arrangement with its creditors, or generally becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
5. On termination of the Customer's power of sale or right to use the Products the Customer will immediately hold the products to the order of the Supplier.
6. Risk shall pass to the Customer at the time the products are dispatched by the Supplier, or any of its own suppliers. The Supplier accepts no liability for the loss or damage caused by the carrier.
7. This document supersedes and cancels all previous documents relating to the Terms and Conditions for the supply of products or provision of services by the Supplier.
8. The failure on the part of either party to this agreement to exercise or enforce any rights conferred by this document shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
9. These Terms and Conditions may be varied at any time and shall be effective if provided in writing or from the date posted on our website.
10. This Contract does not create a partnership, joint venture, agency or franchise relationship.
11. You may not sell, lease, sub-license, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the rights or obligations (including the Services) arising under these Terms and Conditions without our prior written consent from the Supplier.
12. Notwithstanding any provision to the contrary, nothing in these Terms will create or confer any rights or other benefits whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the Customer or Supplier.
13. Any cancellation of the order must be within 24 hours of a placement of the order, otherwise a 25% cancellation and re-stocking charge shall be payable subject to our acceptance of such cancellation which shall solely be at the discretion of the Supplier. The notice of cancellation of the order must be in writing either by letter, FAX or E-Mail.
14. All invoices to be paid in full within 30 days unless prior arrangements have been made to extend the payment time. Any amounts not paid within 30 days shall be subject to interest charged at 8% above the Late Payment Reference Rate as per the Late Payment of Commercial Debts Act 1998

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(<http://www.legislation.gov.uk/ukpga/1998/20/contents>). All invoices not settled within 30 days will incur charges to cover administration, postage and compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts Act 1998.

15. Where payment is by an agreed credit account, or payment is made on a staged or installment basis, the Customer agrees that the Supplier is a secured creditor. For this purposes, any invoices or amounts not settled in full on the same day in which the Products are supplied shall be considered as having been provided on an agreed credit account.

16. The Supplier may require a deposit for any products and services required by the Customer, the deposit will be paid in advance to the Supplier who will deduct the deposit amount from the total final invoice.

COVERING LAW

1. Statutory rights remain unaffected.
2. The laws of England shall govern this contract, and both parties agree to the jurisdiction of the England courts.
3. This document is binding on both parties, and shall be provided to the Customer on request.

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AGREEMENT

<p>Please help us by Using a ball point pen Completing all sections Writing in CAPITAL LETTERS</p> <p>Customer details Full legal name of business:</p> <input type="text"/> <p>Company Registration Number (if applicable):</p> <input type="text"/> <p>Registered address:</p> <input type="text"/> <p>VAT Registration:</p> <input type="text"/> <p>Contact details:</p> <table border="1"><tr><td>Name:</td></tr><tr><td>Position:</td></tr><tr><td>Email address:</td></tr><tr><td>Address:</td></tr><tr><td><input type="text"/></td></tr><tr><td><input type="text"/></td></tr><tr><td>Postcode:</td></tr><tr><td>Telephone:</td></tr><tr><td>Fax:</td></tr><tr><td>Out of hours contact number:</td></tr></table>	Name:	Position:	Email address:	Address:	<input type="text"/>	<input type="text"/>	Postcode:	Telephone:	Fax:	Out of hours contact number:	<p>Customer Signature I/we apply for the SAQ IT Support services subject to the current terms and conditions. It is important that you read and understand the terms and conditions that will apply to this Agreement before signing. If there is a term that you do not understand or do not wish to agree to please discuss it with us before signing. Only sign this document if you wish to be bound by the terms and conditions. I have read and understood the current terms and conditions for SAQ IT Support Services attached. <i>Please tick</i> <input type="checkbox"/></p> <table border="1"><tr><td>Signed:</td></tr><tr><td>Name:</td></tr><tr><td>Position:</td></tr><tr><td>Telephone:</td></tr><tr><td>Date:</td></tr></table> <p>A Partner signing this form must state "signing for self and partners". For limited companies and other corporate bodies, this form must be signed by an authorised person.</p> <p>What to do with this form Please return two signed originals of this form to your SAQ Account Manager.</p> <p>SAQ Acceptance Upon acceptance of this application, SAQ will sign this form and return one original to you.</p> <table border="1"><tr><td>Signed:</td></tr><tr><td>Name:</td></tr><tr><td>Position:</td></tr><tr><td>Date:</td></tr></table> <p>Agreement Reference & Version Control</p> <table border="1"><thead><tr><th>Agreement Reference</th><th>SAQ [SAQMCL]</th></tr></thead><tbody><tr><td>Commencement Date</td><td></td></tr><tr><td>Schedule</td><td>Version</td></tr><tr><td>Main Conditions</td><td>Issued</td></tr><tr><td>Schedule 4 Contract Order Form</td><td>Issued</td></tr></tbody></table>	Signed:	Name:	Position:	Telephone:	Date:	Signed:	Name:	Position:	Date:	Agreement Reference	SAQ [SAQMCL]	Commencement Date		Schedule	Version	Main Conditions	Issued	Schedule 4 Contract Order Form	Issued
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