

## ADDINGHAM IT LTD TERMS AND CONDITIONS

**PLEASE READ THESE TERMS CAREFULLY BEFORE INSTRUCTING US TO GO AHEAD WITH THE WORK. WE WANT YOU TO KNOW THAT YOU WILL ALWAYS GET A FAIR DEAL FROM US AND TO UNDERSTAND EXACTLY WHAT YOU ARE AGREEING TO. IF YOU WOULD LIKE AN EXPLANATION OF ANY OF THESE TERMS, PLEASE DON'T HESITATE TO ASK.**

**ONCE YOU GIVE US THE GO AHEAD TO BEGIN WORK, YOU WILL HAVE ENTERED INTO AN AGREEMENT ON THESE TERMS.**

### **1 Price and payment**

- 1.1 We charge for the time we spend on your job. Our current hourly charging rate is £68 per hour plus VAT.
- 1.2 If you have been given a price for your job this is an estimate only and not a fixed quotation. The estimate may have been given without a detailed examination having been possible, and is based on:
- our best estimate of how long the work will take at our current hourly charging rate; plus
  - the likely cost of any new or replacement parts which may be required.

Sometimes, once work has begun and a more detailed examination has been possible, unforeseen complications may become apparent. In these circumstances, we will have the right to charge a final price for the work which could be higher than the estimate. If this is likely, we will always obtain your prior approval of the higher price.

- 1.2 The price is payable by you immediately upon completion of our work and is payable without any deductions by way of set off, counterclaim, discount, or otherwise, unless agreed by us.
- 1.3 Ownership of any replacement parts supplied by us in the course of carrying out the work will only pass to you once you have paid the price in full.

### **2 Our obligations**

- 2.1 We will use reasonable skill, care and judgment in carrying out our work and will do it in a professional and timely manner.
- 2.2 We will warrant that any replacement parts supplied by us will correspond to our description of them.
- 2.3 All other warranties, conditions or terms relating to our performance, or the fitness for purpose, quality or condition of new hardware or software, whether express or implied, are excluded to the fullest extent permitted by law. For example, this means that amongst other things we do not guarantee:
- 2.3.1 a solution or fix to all your IT issues;
  - 2.3.2 a fixed response time;
  - 2.3.3 hardware, software, interoperability, or the performance of third parties that we may supply or recommend;
  - 2.3.4 that any third party software will keep your IT system free from viruses, spyware or any other unauthorised access.
- 2.4 We will keep confidential all information, whether written or oral, concerning your business and affairs which we might obtain or receive as a result of carrying out our work for you, except where we are required to disclose it by any law or regulation or by the order of any competent body. Please see our Data Protection Statement for further information about how we collect and use your personal data.
- 2.5 We may, with your prior approval, install third party software on your IT system to enable us to provide support remotely. We will ensure that this third party software is licensed by us. It will remain our property.

### **3 The limit of our liability to you**

- 3.1 Except as provided in paragraphs 3.2 and 3.3, and except in relation to death or personal injury resulting from our negligence, our liability to you for negligence or breach of contract on our part will be limited to damages equal to the price payable by you for our work.
- 3.2 We accept liability to you in respect of any damage to your equipment resulting from our negligence, up to the cost of replacing the damaged equipment.
- 3.3 We will not be liable to you for loss of revenue, loss of anticipated savings or benefits, loss of profits, loss of data, damage to goodwill, loss of reputation, or any type of indirect, economic or consequential loss or damage, however caused and even if such loss was reasonably foreseeable or you had advised us of the possibility that you could incur such loss.

### **4 Your obligations**

- 4.1 As you require us to provide support only in response to your requests for help with specific issues, you will retain overall responsibility for your IT system and for ensuring that it remains operational.
- 4.2 It is your responsibility to ensure that you have taken an adequate backup copy of your files and personal data before we begin work.
- 4.3 You will provide any access, documentation or information necessary for us to carry out our work for you.
- 4.4 It is your responsibility to acquire and maintain the appropriate licensing agreements for all software used on your IT systems, except for the third party software referred to in paragraph 2.5 installed by us for the purpose of providing support remotely. We reserve the right to refuse to install software that is not correctly licensed by you.
- 4.5 Sometimes it may be necessary to take your equipment away in order to repair it more efficiently (for example, if you have a very slow broadband connection speed which makes the download of necessary software or updates extremely slow) and if you refuse to permit this, then you will be responsible for the extra costs of carrying out the work in situ.

### **5 Copyright and other rights in materials and documents we create for you**

- 5.1 The copyright, design right and all other intellectual property rights in any materials and other documents or items prepared or produced for you by us in the course of doing our work for you shall belong to Addingham IT Ltd absolutely and any such materials, documents or items will be and will remain the property of Addingham IT Ltd.

### **6 Matters outside our control**

Neither you nor Addingham IT Ltd shall be liable to each other for any breach of your or our obligations resulting from causes beyond your or our reasonable control.

### **7 Ending this agreement**

- 7.1 We will have the right to terminate our agreement, with immediate effect, if:
- once we have had an opportunity to carry out a more detailed assessment of your equipment, we form the opinion that it is either not possible or not economic to carry out the work outlined in the estimate. In these circumstances, you will not be charged for my work.
- or
- you have breached your obligations under the agreement (for example, by failing to give me access to the equipment) and have continued with your breach for 14 days or more despite a request from us that you remedy it. In these circumstances, you will be liable to us for payment for work done and any replacement parts ordered up to that date.
- 7.2 You will have the right to terminate our agreement, with immediate effect, if, for any reason, after we have begun the work outlined in the estimate, you decide that you do not want us to continue. In these circumstances, you will be liable to us for payment for work done and any replacement parts ordered up to that date.