

ADDINGHAM IT LTD TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE ASKING US TO GO AHEAD WITH ANY 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.

EACH TIME WE BEGIN WORK AT YOUR REQUEST ON AN IT ISSUE, YOU WILL HAVE ENTERED INTO AN AGREEMENT ON THESE TERMS.

1 Price and payment

- 1.1 Our hourly charging rates, which change from time to time, are published on our website at www.addinghamit.co.uk/charges and you should check the prevailing rates before asking us to carry out any work for you. If at any time you are unable to access the webpage, please call us on 01943 496650.
- 1.2 We charge for the time we spend working on your behalf, rounded up or down to the nearest 1/12th of an hour. This is not limited to the time we spend at your premises but may include, for example, time spent advising you by telephone, email or other message, or time spent researching solutions, sourcing parts for you, or creating documentation.
- 1.3 We also charge for any hardware, software or other items that we procure on your behalf, including any VAT on them. We may ask you to make a payment on account of any such items. We will not be obliged to undertake any further work for you until you have made that payment.
- 1.4 If you have been given a price for our work this is an estimate only and not a fixed quotation. The estimate may have been given without a detailed examination having been possible. Sometimes, once work has begun 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 discuss this with you before continuing work.
- 1.5 Our invoices are payable by you immediately upon delivery and are payable without any deductions by way of set off, counterclaim, discount, or otherwise, unless agreed by us.
- 1.6 Ownership of any replacement parts or equipment supplied by us in the course of carrying out our work will only pass to you once you have paid us for it 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 only, this means that amongst other things we do not guarantee:
 - 2.3.1 prevention of any future IT problems;
 - 2.3.2 a solution or fix to all your IT issues;
 - 2.3.3 a fixed response time;
 - 2.3.4 the length of time that will be required to resolve any IT issues or faults;
 - 2.3.5 the performance or interoperability of hardware or software that we may supply or recommend, or the performance of third parties, that we introduce or recommend to you;
 - 2.3.6 work on any item of equipment that has been moved, repaired or tampered with by any person other than someone from Addingham IT Ltd;
 - 2.3.7 that any third party software will keep your IT system free from viruses, spyware or any other unauthorised access.

You agree that this exclusion is reasonable having regard to the nature of the work we undertake and the availability and cost of professional indemnity insurance.

- 2.4 If any part of these terms and conditions which seek to exclude or limit our obligations or warranties to you is found to be void or ineffective for any reason, the remaining provisions will continue to be effective.
- 2.5 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. You will find this on our website at www.addinghamit.co.uk.
- 2.6 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.
- 2.7 Our hours of business are 9.00am to 5.30pm, Monday to Friday, excluding bank holidays. We do not provide an out of hours or emergency service. We may, at our absolute discretion, endeavour to take your calls outside of office hours but nothing we do or say should be interpreted as an agreement to routinely deal with your matter or take your telephone calls outside of office hours.

3 The limit of our liability to you

- 3.1 Except as provided in clauses 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.
- 3.4 You agree that the limitations of our liability to you set out in clauses 3.1 to 3.3 are reasonable having regard to the nature of the work we undertake and the availability and cost of professional indemnity insurance.
- 3.5 If any part of these terms and conditions which seek to exclude or limit our liability to you is found to be void or ineffective for any reason, the remaining provisions will continue to be effective.

4 Your obligations

- 4.1 You will retain overall responsibility for your IT system and for ensuring that it remains operational and that you have whatever security, backup procedures or insurance in place that you deem appropriate. This remains the case even where we assist you by making recommendations or by carrying out tasks including, amongst others:
- server or network monitoring
 - patching
 - implementation of backup software
 - reminding you of licence or certificate renewal dates.
- 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, information or assistance necessary for us to carry out our work for you.
- 4.4 You will be responsible for the actions of and instructions given to us by any of your employees or agents in relation to your dealings with us. It is your responsibility to tell us if you would like us to take instructions from named individuals only.
- 4.5 If we fail to comply with our obligations to you, you will give us a reasonable opportunity to remedy the situation and perform our obligations.
- 4.6 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.

- 4.7 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

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, by written notice 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 you have asked us to do.

or

- you have breached your obligations under our agreement 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 Subject to clause 4.5 above, you will have the right to terminate our agreement, by written notice with immediate effect, if, for any reason, after we have begun work, 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 the date on which we received your written notice.

- 7.3 On termination of our agreement by either party, we will have the immediate right to:

- 7.3.1 remove from your premises any equipment supplied by us for which you have not yet paid;

and

- 7.3.2 cancel any licence agreements which we have arranged on your behalf and have an obligation to pay for. Please note that this may mean that backups of your data may cease to be taken and you may lose access to previous backups.

Addingham IT Ltd

Registered office: The Four Columns, Broughton Hall Business Park, SKIPTON, BD23 3AE