



WW Computer Systems
Third Floor, Unit Three
The Exchange
Brent Cross Gardens
London NW4 3RJ

IT SUPPORT AGREEMENT

Terms and Conditions

1. TERMS OF THIS AGREEMENT

This agreement shall take effect for the Initial Terms on the Commencement Date and shall remain in force from year to year. It can be terminated at any time after the Initial Term by either party giving written notice in accordance with clause 13 at least ninety days before the next anniversary of the Commencement Date in which event the Agreement shall terminate on that anniversary date

2. DEFINITIONS

2.1

“The Initial Term” means one year from the Commencement Date

2.2

“The Commencement Date” means the date of this Agreement/the date from which the invoice states the support starts.

2.3

“The Supported Hardware” means the hardware as set out in the schedule to this Agreement

2.4

“Annual Support Fee” means the charges payable under this Agreement

2.5

“Normal Business Hours” means 09:30-17:30 hours on weekdays, from Monday to Friday with one hour for lunch but excluding public holidays

3. CHARGES AND PAYMENT

3.1

The charges for the Initial Term shall be paid by you to us on or before the Commencement Date.

The charges for the following years shall be paid annually in advance within 7 days after our invoice.

We shall have no obligation to provide a service while any charges relating to this agreement or other invoice submitted by WW Computer Systems are due and unpaid

3.2

At least two weeks before each anniversary of the Commencement Date we will advise you of the charges for the following year which may be subject to an annual increase or decrease and will invoice you for them

3.3

We will try and accommodate our clients as much as possible out of normal business hours but in a rare occurrence you may incur additional charges payable to us.

3.4

Annual Support Payments may be split over the year and paid monthly or quarterly at the discretion of WW Computer Systems.

4. SUPPORT SERVICE

4.1

Our services provided under the terms of this Agreement will cover the Supported IT Network and Hardware and are set out as below in Appendix 1.

4.2 In consideration of your payment of the Annual Support Fee in each year of this Agreement when due and subject to your compliance with all of the obligations under this Agreement we will, subject to the provisions of Clause 6: -

4.2.1

Provide telephone assistance in Normal Business Hours in response to telephone or written requests for advice about the diagnosis or correction of problems in connection with the use of the current version of the Supported Hardware

4.2.2

Assist you in understanding the operation of the Supported Hardware and its standard features

4.2.3

Endeavour to provide by telephone, advice on a solution to a problem experienced in using the Supported Hardware

4.2.4

In the event of a fault in the Supported Hardware, Endeavour to advise on alternative methods of achieving the desired result

4.3

Wherever possible we will install remote access software to enable us to access and support your systems remotely

4.4

If a problem results in a the problem not being able to be fixed remotely then WW Computer Systems will go on site to the client to rectify. The timescale involved in this relates to the severity of the issue. Problems are prioritised; if your network, email system or Internet is down and we can't rectify the problem remotely then we are normally on site within 1-2 hours.

If the problem is non urgent and can wait then we would normally come onsite the following day at the latest (if the problem cannot be rectified remotely with the 1st telephone call)"

4.5

Hardware supplied by WW Computer Systems is covered by our standard conditions of sale provided at time of purchase and hardware warranty is provided by the manufacture unless otherwise stated.

5.

YOUR RESPONSIBILITIES

You agree:-

5.1.1

to give us access to Supported Hardware whenever reasonably requested by us

5.1.2

to ensure that the Supported Hardware is used in a proper manner only by competent trained employees or persons under their supervision

5.1.3

to co-operate fully with us in diagnosing any hardware or software fault

5.1.4

to notify us of any fault on the Supported Hardware of which you become aware of as soon as possible

5.1.5

to keep a written report of the sequence of events which led to the emergence of any such fault

5.1.6

to supply a copy of such written records and any other relevant documents

5.1.7

to maintain at all times adequate back-up copies of the data to be processed using the Supported Hardware and to adopt adequate procedures to ensure that if any data is corrupt or lost as a result of a fault in the Supported Hardware you will be able to reproduce such data and we shall not be liable to you for any loss arising out of any failures by you to keep full and up to date security copies of the computer programs and data it uses in accordance with the best computer practice

5.1.8

To ensure that the recommended maintenance of anti-virus software is carried out so that anti-virus identities are kept up-to-date and WW Computer Systems are informed of all related errors

5.1.9

To provide us promptly with all information which is relevant to Health, Safety and Security regulations. This information shall, at least, include a copy of the Customer's Health and Safety Policy relevant to risk assessments associated with any aspects that may affect our employees whilst on your premises, provide any appropriate training relating to health and safety and the name of the person appointed by you to whom our employees shall report and health and safety issues that may arise whilst employed on your premises

5.1.10

To prevent viruses, malware, spyware and unprotected PC's, no IT hardware from outside of the office shall be installed, connected to the network or used without prior consent from WW Computer Systems.

6. EXCLUSIONS

The Support Services do not include any maintenance of the hardware which is necessitated as a result of :-

6.1.1

Improper operation of the Supported Hardware by you; or

6.1.2

Interference with or alteration of the Supported Hardware by anyone other than WW Computer Systems; or

6.1.3

Your failure to operate the Supported Hardware in accordance with manufacturers recommended operating procedures; or

6.1.4

Your use of the Supported Hardware for a purpose for which it was not designed; or

6.1.5

The failure of the computer software; or

6.1.6

Failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions; or

6.1.7

Any fault in any attachments or associated equipment; or

6.1.8

Any attempt by any person other than our personnel to adjust, repair or maintain the hardware

6.2

If a defect or error in the Supported Hardware is caused by any of the matters set out in sub-clause 6 above we shall if requested by you use our reasonable endeavors to correct such defect or error but may be subject to an additional charge based on our published rates for the time being in force

7. TERMINATION

7.1

Either party shall have the right, without Prejudice to its other rights or remedies, to terminate this Agreement immediately by written notice to the other if the other party:

a) is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy or the other party shall have failed to remedy that breach within 30 days after receiving written notice requiring it to do so; or

b) is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other party (otherwise than for the purpose of a solvent amalgamation or

reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other party or the other party enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction

7.2

Upon expiry or termination of this Agreement

a) all rights and obligations of the parties under this Agreement shall automatically terminate, except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue on force after such expiry or termination

b) You, if the terminating party shall pay all monies due under the Agreement up to and including the date of termination, and all monies outstanding as confirmed by WW Computers Systems

8. LIABILITY

8.1

Notwithstanding the other terms of this clause, neither party limits its liability for death or personal injury arising from its negligence or that of its employees, agents or sub-contractors

8.2

The liability of us to you under this Agreement whether arising from negligence, breach of agreement or otherwise shall not exceed the total amount paid to us by you in the current annual period under this Agreement

8.3

We shall not be liable to you for any indirect or consequential loss or damages including, without limitation, loss of business or profits, whether arising from negligence, breach of this Agreement or otherwise

8.4

We shall not be responsible for products or services supplied which incorporate or are based upon information or materials supplied by you or third parties. Responsibility for decisions taken on the basis of advice given by us will remain with you

8.5

Save as expressly stated in this Agreement all warranties, conditions and representations are excluded

9. RECRUITMENT

9.1

You and we will not take advantage of contacts made during the execution of this Agreement to employ or attempt to employ each other's technical or managerial staff without the parties prior agreement. This arrangement will last for twelve months after termination of this Agreement

9.2

The parties agree that if either party is in breach of clause 9.1 above then the party in default shall be liable to pay to the other party within 30 days of the recruitment liquidation damages in an amount equal to the charge for two hundred days work by that person at his/her then commercial rate

10. CONFIDENTIALITY

10.1

Except with the consent in writing of the other party neither party shall disclose any Confidential Information to any person other than a Person employed by that party in the carrying out of this Agreement or any subcontractor, supplier or other person concerned with the same. Such disclosure shall be made in confidence and shall extend so far only as may be necessary for the purpose of this Agreement

10.2

Except with the consent in writing of the other party neither party shall make use of any Confidential Information issued or furnished by or on behalf of the other party otherwise than for the purpose of this Agreement

10.3

Confidential Information does not include:

- Information which is or becomes before such disclosure a matter of public knowledge
- Information which is or becomes available to either party from a third party who in making such a disclosure, breaches no express or implied confidentiality agreement to the other party to this Agreement

10.4

These obligation of confidentiality extend beyond the duration of this Agreement for a period of five years

11. DISPUTES

11.1

The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have the authority to settle the same

11.2

If the matter is not resolved through negotiations, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution

11.3

If the matter has not been resolved by an ADR procedure within 30 days of the initiation of such procedure (or such other period as the parties may agree), or if either party will not or ceases to participate in an ADR procedure, the dispute shall be referred to the English Courts

12. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement as a result of any cause outside its reasonable control

13. LEGAL CONSTRUCTION

13.1 Notice

Any notice required to be given by one party hereto to the other shall be in writing and shall be delivered by hand or sent by first class post to the registered address of such party or address as herein set out or at such changed address as shall for that purpose be notified to the other

(marked for the attention of the Project Manager or Project Representative as appropriate) and every such notice shall be deemed to have been given at the time when in the ordinary course of transmission it should have been delivered to the address to which it shall have been sent

13.2 Law

This Agreement shall be governed by and constructed in accordance with English Law and the Courts of England shall have exclusive jurisdiction to decide any dispute arising hereunder concerning this Agreement and the subject matter of this Agreement

14. GENERAL

14.1

You or we may assign or otherwise transfer any of your or our rights or obligations under this agreement (neither party shall assign any of its rights etc. under the Agreement without the previous written consent of the other party)

14.2

This Agreement (and the Annexures which form part of this Agreement) contain the entire understanding between the parties as to its subject matter and supersedes all prior oral and written representations, understandings, arrangements and agreements relating to such matter. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made in writing and signed by a duly authorised representative of each of the parties

15. SEVERABILITY

Notwithstanding that the whole or any part of any provisions of this Agreement may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect

Appendix 1 – Support Coverage.

(*) Support of the above IT networks includes the following:

- Telephone support covering all IT hardware and software.
- Remote administration of the Network as and when necessary.
- Installation of new IT Hardware on site.
- Unlimited on-site visits as and when necessary.
- Installation of software updates and Network infrastructure support.
- Daily monitoring of the overnight backup to ensure successful.
- 2nd Line technical support with third party software and hardware companies (Sage, BT etc)
- Support for all domain names and website/domain host liaison
- Communication with Clients Internet Service Provider as and when required.