

ASAP Computer Services – Terms & Conditions of Maintenance and Support

Definitions :-

1. In these terms and conditions the following expressions will have the following meanings:-
 "the Company" A.S.A.P. Computer Services.
 "the Customer" the person or company specified in the Schedule.
 "the Schedule" the Maintenance & Support Contract Schedule between the Company and the Customer.
 "the Terms" the Terms and Conditions of a Maintenance Contract.
 "Equipment" the equipment described in the Schedule.
 "the Contract" the agreement on the Terms herein between the Company and the Customer.
 "the Service" the repair, maintenance & Support service described in Clause 3.

2. Duration

- 2.1 This Contract shall come into force on the date inserted in the Schedule and, subject to clause 8, shall run for the initial period specified in the Schedule and thereafter unless or until terminated in accordance with Clause 8. The Terms may not be amended except in writing between the parties, and signed by a director on behalf of the Company.

3. Service

- The Company shall provide the following Services between normal working hours (9.00 AM until 5.30 PM Monday to Friday, excluding statutory holidays):-
- 3.1 a response time of 8 working hours and repaired or replaced within a further 8 working hours from receipt of fault call.
- 3.2 the performance of on-site repair of the Equipment including, where necessary and practicable, (subject to Clause 3.5) the replacement of worn or defective parts with the same or equivalent part or parts used.
- 3.3 should on-site repair, in the opinion of the Company, become impractical the failing equipment shall be taken to the Company's premises for repair and shall be returned to the Customer at the earliest opportunity by the Company. Upon such an eventuality the Company shall endeavour to provide temporary replacement equipment functionally equivalent to that being repaired; failure to provide such a replacement shall not constitute a breach of contract and the Company shall be under no liability of any nature whatsoever for any losses howsoever occasioned resulting from the working or failure to work of such replacement equipment
- 3.4 upon replacement, defective parts removed from the Customer's Equipment shall become the property of the Company and the replacement part or parts shall become the property of the Customer, the latter shall assume responsibility for the correct handling, care and general condition of the replacement parts in keeping with the manufacturers recommendations
- 3.5 The Company shall use all reasonable endeavours to supply minor spare parts and replacement components required to maintain the Equipment in good working order, and no extra charge will be made for the supply. If, however, the Equipment is damaged otherwise than by fair wear and tear or the Equipment requires a major spare part or replacement component (as to whether either of which events has occurred the Company's decision shall be final and binding on the Customer), the Company reserves the right to charge the Customer for supplying the same.
- 3.6 Telephone, Remote and Software support shall be provided as agreed in the schedule. This will include using industry standard software to connect to client computers. Support for software supplied and designed by ASAP or one of its subcontractors

4. Exclusions

- 4.1 The Service shall not apply to any defect in the Equipment which in the Company's opinion has arisen as a result of:
- 4.1.1 electrical factors external to the Equipment
- 4.1.2 transportation or relocation of the Equipment not performed by or on behalf of the Company
- 4.1.3 any error or omission relating to the operation of the Equipment
- 4.1.4 any modification, adjustment or repair to the Equipment made by a third party without the written consent of the Company
- 4.1.5 the subjection of the Equipment by the Customer to unusual physical or electrical stress, the neglect or misuse of the Equipment, accidental damage, or any failure or fluctuation of electrical power, air conditioning, humidity control or other environmental controls; or
- 4.1.6 any other cause (except fair wear and tear) which is not due to the neglect or default of the Company.
- 4.2 The Company will not accept any responsibility for delays caused by the non-availability of parts
- 4.3 This Contract does not cover changes to the operation of the Equipment or work of an installation or commissioning type
- 4.4 This Contract excludes equipment modifications and the fitting and supply of consumable supplies, printheads in printers, laser scanner assemblies in laser printers, and cathode ray tubes in Monitors.
- 4.5 The Contract excludes the removal and recovery from virus damage.

5. Customer's Responsibilities

- 5.1 To assume responsibility for the maintenance of up-to-date software back-ups of all data storage medium, including but not limited to fixed or removable disk data storage technology
- 5.2 To operate and keep the Equipment in accordance with the manufacturer's or the Company's recommendations
- 5.3 To inform the Company of any relocation of the Equipment covered in the Schedule. As a result of relocation the Company reserves the right to revise the charge in the Schedule regarding any Equipment
- 5.4 To take all steps as may be necessary to ensure the safety of any of the Company's representatives who visit any premises of the Customer.

- 5.5 To provide a suitable work space for the Company's Representative in an acceptable environment to allow repairs or fault finding to be performed.

- 5.6 To maintain its own insurance in respect of the Equipment, to include any period during transportation or repair off the Customer's premises. The Company accepts no liability for risk to the Equipment whilst the Equipment is under the control of the Company.

6. Equipment Review

- 6.1 Any Equipment which the Customer wishes to delete from the Schedule must be notified to the Company in writing and any change incorporated at the end of the initial period or a subsequent 3 month period of the Contract.
- 6.2 Any Equipment which the Customer wishes to add to the Schedule must be notified in writing to the Company and will not be considered to have been incorporated until any revised Terms have been agreed between the parties in writing.

- 6.3 The Company may at any time review the Equipment and if in so doing the Company deems it to be uneconomical to repair in its present condition, the Company will submit an estimate for the refurbishment of the Equipment to the Customer. If no agreement is reached between the Customer and the Company within one month such Equipment will be excluded from the Schedule. The Company shall not in the meantime be under any obligation to repair such Equipment.

7. Payments and Invoices

- 7.1 In consideration of the provision of the Service, the Customer shall, subject to receipt of an invoice from the Company, pay to the Company the charges set out in the Schedule.
- 7.2 The payments featured in the Schedule relate to the minimum initial period and unless otherwise stated, payable in advance. All invoices are payable within 30 days of the date of invoice.
- 7.3 All charges mentioned in this Schedule are exclusive of Value Added Taxation unless otherwise stated
- 7.4 If the Customer fails to pay on the due date any amount which is payable to the Company pursuant to this Contract then the Company reserves the right to charge interest from the due date until payment is made to the Company (both before and after any judgement) at 3 per cent per annum over Barclays Bank Plc base rate from time to time
- 7.5 All work performed beyond the scope of this Contract will be charged at the Company's standard service and repair rates
- 7.6 Any part which is repaired and which is beyond the scope of this Contract, will be charged at the standard service and repair rates
- 7.7 Any delays caused during maintenance which are beyond the Company's control will be charged at the Company's standard service and repair rates
- 7.8 The Company reserves the right to alter the charges payable as set out in the Schedule upon giving the Customer three month's notice. Where the Customer is liable to pay the Company's standard rates for service and repair the Customer shall pay the rates then prevailing and shall not be entitled to notice of any imminent change in the rates.

8. Termination

- This Contract may be terminated by:-
- 8.1 the Customer or the Company by giving three months' written notice
- 8.2 the Company forthwith by giving written notice to the Customer if any sum payable under this Contract is not paid on the due date.

9. Liability

- 9.1 The Company accepts no liability for the loss of the Customer's data on any storage medium due to work carried out by the Company or its employees or agents or use by the Customer or any of its employees or agents, or any other person
- 9.2 In no circumstances will the Company be liable for any consequential or indirect loss or damage whatsoever including but without limitation loss of profits, loss of production or any payments which the Customer may make to third parties resulting from any defect in the Service or from any delay or breach of contract or negligence on the part of the Company (except in respect of death or personal injury resulting from negligence) and the total liability of the Company for any other loss, damage, costs or expenses of the Customer so arising in any year of this Contract, in respect of any one event or series of connected events shall not exceed the charges payable by the Customer for the Service for that year
- 9.3 The Customer shall hold the Company harmless against any claims howsoever arising from third parties and which arise out of the work performed or materials supplied under this Contract.

10. Force Majeure

- 10.1 The Company accepts no liability for delay or non-fulfilment of any Term of the Contract caused by Force Majeure or by any industrial dispute, default by any subcontractor or supplier, the failure to obtain or the withdrawal of any Export or Import Licence or Customs consent, any Government action, accident, fire, scarcity of material or labour or by any cause not directly within its control.

11. Notices and Service

- 11.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by first class pre-paid post, telex or facsimile) to the other party at its registered office or, if to the customer, at its registered office or its trading address.

12. Jurisdiction

This Contract is subject to the provisions of English Law.