

TERMS & CONDITIONS

The Company, Organisation
or Individual named overleaf

And

Solutions In Technology Ltd
Raglan House, Llantarnam Park,
Cwmbran, Gwent, NP44 3AB

on this Maintenance Contract

(Hereinafter called the "Customer")

(Hereinafter called "Solutions In Technology Ltd")

The Customer requests that Solutions In Technology Ltd should provide support for the equipment as specified herein, and Solutions In Technology Ltd agree to provide support in the manner specified herein.

1. General

Acceptance of service shall be deemed acceptance of this Support Contract. This Support Contract operates to the exclusion of any additional or different terms or conditions on your purchase order, even if such order is expressly made conditional to such additional or different terms.

2. Support Services Provided

Solutions In Technology Ltd agrees to provide the support services pursuant to the conditions contained in this Agreement. Support Services may include advice, recommendations and information concerning the Customer's use, or intended use of various hardware configurations and various software configurations. Solutions In Technology Ltd agrees to provide the Support Services described in this Agreement to the Customer to help resolve problems that the Customer may encounter with the use or functionality of the systems, but Solutions In Technology Ltd makes no guarantee of problem resolution.

3. Hours of Cover

Solutions In Technology Ltd will provide support for the Customer between the hours of 09.00 AM and 5.00 PM from Monday to Friday, exclusive of Bank Holidays and company shutdown periods. Additionally Solutions In Technology Ltd will only accept a verbal request for Customer Support via their dedicated Technical Help Line number, which is 0871 426 7568. The Customer can also place a support query via facsimile transmission. The Solutions In Technology Ltd fax line is 01633 877447 which is available 24 hours per day, 7 days per week or via e-mail which is support@solutionsintechology.com

4. Terms of Payment

4.1 Subject to any other provisions in these Conditions all invoices shall be paid by the Customer within thirty days of the date of the Company's invoice.
4.2 The time of payment for any invoice shall be the essence of the Contract and receipts for payment shall be issued to the Customer only upon request.
4.3 If the Customer fails to make any payment on the due date then (without prejudice to any other rights or remedies the Company may have) the Company shall be entitled to:
4.3.1 Cancel the Contract or suspend any further deliveries to the Customer; and
4.3.2 Charge interest on a day to day basis on all overdue sums owing to it under these Conditions at the rate of 4% over the base rate of the Barclays Bank from time to time and interest shall be calculated from the date the sums in question were payable to the date on which payment is made in full whether before or after judgement.
4.4 Title to any goods supplied to the Customer by Solutions In Technology Ltd does not pass to the Customer until payment for those goods is received in full by Solutions In Technology Ltd.

5. Modification

5.1 Solutions In Technology Ltd reserves the right to amend the terms of this Support Contract on giving the Customer thirty (30) days prior written notice. If Solutions In Technology Ltd serves such notice, the Customer may, upon sending notice to Solutions In Technology Ltd, terminate the Agreement by giving ninety (90) days notice.
5.2 No waiver alteration or modification to the terms of this agreement shall be binding upon the Company unless made in writing and signed by the Managing Director of the Company.

6. Annual Price Increase

To take into account of increases in our costs, we may increase the cost per copy/print for colour and B&W copies/prints, basic quarterly charges and any additional charges by the relevant annual increase of 15%.

7. Renewal

Approximately 60 days before renewal you will receive a renewal notification. If no action is taken the Service Contract will be automatically renewed for another 36 or 60 month period.

8. Provision of Toner CRU/Toner Cartridge

8.1 If you are on a toner inclusive contract the Service Contract includes the provision of all Toner CRU or Toner Cartridges. Solutions In Technology Ltd will monitor toner usage against meter readings that Solutions In Technology Ltd will collect from the Customer from time to time either via the telephone, engineer visit or via the Solutions In Technology Ltd web site.
8.2 All Toner Cur's or Toner Cartridges must be ordered via the dedicated technical support number 0871 426 7568 or the Solutions In Technology Ltd web site or via the Solutions In Technology Ltd fax number which is 01633 877447.
8.3 Solutions In Technology Ltd shall deliver consumables within a three working day period, using standard Royal Mail services. If customers require an urgent toner delivery or next day delivery service, a delivery charge of £4.95 per consumable will be levied to your account.
8.4 You acknowledge that with each order for Toner CRU or Toner Cartridge it will be mandatory to provide an up to date meter reading against the serial number of the product assigned to this Service Contract. Solutions In Technology Ltd reserve the right not to ship Toner CRU or Toner Cartridges unless a meter reading is given at point of order.
8.5 We reserve the right to provide for use refurbished or refilled Toner CRU or Toner Cartridges which will work as new.

9. Cost Per Copy & Meter Readings

9.1 Cost per copy charges covered by this agreement, are based on 7% coverage calculations recommended by the manufacturer, the company reserves the right to review the customers usage of consumables under this agreement, and charge for additional consumables or increase the customers cost per copy, should their usage be greater than 7% coverage.
9.2 The Customer shall submit meter readings, to the Company by the last working day of each month/quarter for that month/quarter. If these readings are not provided the Company will estimate the reading based on the customers average usage.
9.3 All drums, cleaning blades, consumables, fuser units supplied under this service contract remain the property of Solutions In Technology Ltd at all times and will be removed from the machine on termination of this contract.

10. Termination & Cancellation

10.1 We may terminate service to be provided hereunder by written notice if you fail to pay any amount due or if you breach any other material provision of this Service Contract.

10.2 You may terminate this Service Contract for any reason 30 days prior to the commencement of a renewal period. Subject to written notice being received by Solutions In Technology Ltd.

10.3 Should you wish to terminate this contract during the fixed period of three (3) or five (5) years as agreed overleaf. Notice must be given to Solutions In Technology Ltd in writing and Solutions In Technology Ltd will then invoice the customer for the remaining payments up to the end of the three (3) or five (5) year period. Once Solutions In Technology Ltd has received payment in full for the remaining term of the contract then the contract will be terminated.

11. Maintenance and Cleaning

Normal Customer maintenance and cleaning as described in the applicable user manual is not covered by this Service Contract and as such is chargeable.

12. Term & Renewal

The Term of this Service Contract will be of a three (3) or five (5) year fixed period as agreed overleaf. On expiry of the fixed period the Contract will be automatically renewed on a yearly basis until the end of life of the machine as notified by Konica Minolta from time to time, or otherwise cancelled under this Service Contract.

13. Minimum Charge

Solutions In Technology's minimum charge for copy volumes is £9.95 per month, should you choose a Nil Commitment Banding and fail to meet the minimum charge per month then Solutions In Technology reserve the right invoice you for our minimum charge of £9.95 per month + VAT.

14. The Installation Address

You must keep the Equipment at the Installation Address in a suitable and secure place and use it according to our instructions. If you wish to change the Installation Address you must give us at least 30 days written notice and give us details of the new location. Under no circumstances is either the Customer or any other company that the Customer appoints to move the Equipment, should this happen Solutions In Technology Ltd reserve the right to cancel the service contract and invoice the customer up to the agreed contract term as detailed in 10.3. Solutions In Technology Ltd will decommission and relocate the machine for the Customer at a one off cost of £150 + VAT.

15. Telephone Support and Remote Diagnostics

To ensure that your system is fully functional as quickly and efficiently as possible, you must notify Solutions In Technology Ltd personnel of the fault and work co-operatively with them to try and repair the fault. If the equipment listed overleaf allows Solutions In Technology Ltd to diagnose and repair the problems remotely, Solutions In Technology Ltd may in certain situations, request access to your system via the web to assist in the troubleshooting and repair process. On-site service is at Solutions In Technology Ltd sole discretion and is considered an option of last resort. Telephone calls may be recorded and/or monitored for training purposes.

16. Limitations of Liability

In no event shall Solutions In Technology Ltd or its suppliers be liable for lost profits, or indirect, consequential, incidental, special or punitive damages (including without limitation damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of any breach or failure of Solutions In Technology Ltd under this Agreement, or the provisions of or failure to provide Support Services, even if Solutions In Technology Ltd or its suppliers have been advised of the possibility of such damages. In addition, the Customer agrees that Solutions In Technology Ltd and its suppliers will not be liable for any lost profit, nor any claim or demand against the Customer by any other party. In any event, the liability of Solutions In Technology Ltd or its suppliers, whether for negligence, breach of contract, breach of warranty, or otherwise shall, in the aggregate, not exceed the amount paid to Solutions In Technology Ltd by the Customer for Support Services under this Agreement. Notwithstanding the above, Solutions In Technology Ltd shall be liable for direct personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder. **Special Notice:** Solutions In Technology Ltd can not and shall not be held liable by the Customer or any third party for communications or other costs resulting from, but not limited to, computer system or software generated communications for any reason. Solutions In Technology Ltd can not guarantee the effect or usefulness of any fixes or patches introduced & applied, or work done by Solutions In Technology Ltd, its agents or third parties to resolve communications issues.

17. Law And Jurisdiction

This Agreement shall be construed and controlled by, the laws of the United Kingdom and the parties consent to the exclusive jurisdiction of the United Kingdom courts.

18. Entire Agreement

This document shall contain the entire agreement between the parties with regards to the subject. All prior agreements and all prior negotiations relating to the same subject are superseded by this document. No contract formed hereunder may be modified except by written amendment signed by an authorised representative of each party.

19. Severability

If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions or portions shall remain in full force and effect.

20. Assignment

Neither party may assign this Agreement to any other party without the consent of the other such consent not to be unreasonably withheld, except that Solutions In Technology Ltd may assign this Agreement to an affiliated company, or subcontract the service requirements to third party service providers, without the consent of the Customer so long as such assignment or subcontracting does not cause a reduction in the availability or provision of support.

21. Access, Failed Visits & No Fault

21.1 The Customer shall provide, at its own cost, access to the supported systems or personnel either on-site, by telecommunications or dial-up process as deemed appropriate in Solutions In Technology Ltd opinion to resolve the problem (s). This includes any out of hours access.
21.2 If Solutions In Technology Ltd are unable to gain access to the customers premises to service/deliver consumables or access the machine between Monday – Friday 9am to 5pm covered under the service level agreement, we reserve the right to charge for a failed visit at a cost of £45.00 + VAT
21.3 If an engineer is requested to attend site due to a service call and no fault can be attributed to the machine under cover caused by an operator error, computer/connectivity error or telephone fault we reserve the right to apply a charge a callout charge of £70 + VAT for a B&W machine or £90 + VAT for a colour machine

22. Reasonable Skills

If a problem is deemed, in Solutions In Technology Ltd' sole opinion, to be the result of insufficient training on behalf of the Customer's personnel, then Solutions In Technology Ltd will recommend an appropriate third party training course. Solutions In Technology Ltd reserves the right to refuse further support on this problem until training is undertaken by the Customer. This will not affect other support provided by Solutions In Technology Ltd to the Customer under this Agreement.

23. Confidentiality

Except as otherwise specified herein, each party expressly undertakes to retain in confidence all information and know-how transmitted to it by the other party in the course of the relationship governed by this Agreement which the disclosing party identifies as being proprietary and/or confidential or that, by nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and will make no use of such information and know-how except under terms and during the existence of this Agreement.

24. Force Majeure

Neither party shall be liable to the other by reason of any failure in performance of this Agreement if such failure arises out of causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, storm, strikes, labour disputes, wars, national emergencies, lockout, work stoppages or other labour difficulties, supplier failures, breaches or delays, failures and down times of utilities and telecommunications equipment or computer down times.

25. Governing Law

This Service Contract shall be governed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

26. Legal Costs

If litigation or collection is commenced to enforce any provision of this Service Contract, the prevailing party shall be entitled to recover reasonable costs, including legal fees and collection costs.