

PLEASE ENSURE THAT THESE TERMS AND CONDITIONS ARE UNDERSTOOD BEFORE SIGNATURE AS ACCOMPANIED BY YOUR FRONT PAGE AND SCHEDULE THESE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BOTH PARTIES.

Managed Service Terms and Conditions

1. Definitions and General

In these terms and conditions:

"The Company"	Means PDQ Computers Limited its employees agents and servants
"Customer"	Means the party to whom the Company has agreed to provide the Service including its employees agents and servants.
"Agreement"	Means the Agreement however made for the supply of services by the Company to the Customer
"Agreement Term"	Means each twelve month period
"Annual Charge"	Means payment made for the provision of services under this Agreement for a period of 12 months
"Monthly Charge"	Means payment made for the provision of services under this Agreement for a period of 1 month
"Business Hours"	Means the hours of 09.00 to 17.00 Monday to Friday excluding public holidays
"Equipment"	Means the equipment listed in the Schedule or added with the agreement of both parties from time to time during the term of this Agreement
"Service"	Means the Service supplied or to be supplied by the Company to the Customer
"Response Period"	Means response period specified in the Schedule
"Force Majeure"	Shall include without prejudice to the generality of the expression act of God, war, riots, insurrection, governmental regulations, legal restrictions, embargoes, strikes, labour disputes, shortages of materials, fire, floods, tempest or any other cause or event outside of the control of the Company howsoever caused or arising

2. Acceptance of Order

- 2.1 The Company reserves the right to refuse the Customer's acceptance of a quotation unless such a quotation is stated to be open for a specific period and is not withdrawn in such period. No binding contract shall be created by the acceptance by the Customer of the Company's quotation unless a notice of acceptance to the offer has been given in writing which shall have been signed by an officer of the Company or the Company has indicated its acceptance of the offer by providing Service to the Customer. In the event no quotation is given by the Company and it has received an order from the customer all Service is provided subject to these terms and conditions.
- 2.2 Any quotation includes Service for only that Equipment set out in the Schedule to this Agreement and the Service includes only the work specified in the quotation.
- 2.3 No variation of these terms and conditions shall be effective unless made in writing and signed by an officer of the Company. Any variation made in this way shall be effective as shall a variation contained in the confirmation issued by the Company of an acceptance by it of the Customer's Order.

3. Scope of Agreement

- 3.1 The terms of this Agreement are to govern any Contract between the Company and the Customer and prevail over any terms put forward by the Customer unless the Company expressly agrees to an amendment to its terms and conditions in writing. No conduct by the Company shall be deemed to constitute acceptance of any terms put forward by the Customer.
- 3.2 The employees of the Company are not authorised to make oral representations as to the description or quality of the Service or goods supplied under the Service. If a representation is made or an opinion expressed orally which materially affects the Customer's decision to purchase the Service, the Customer must ensure that any such details are confirmed in writing by an officer of the Company so as to form part of this Agreement otherwise no liability can be accepted.
- 3.3 All descriptions and other information contained in sales literature advertisements and estimates may include information received from the Company's suppliers and agents and the Company cannot be held responsible for any inaccuracy in their information passed on in good faith.
- 3.4 The Company shall have no liability for destruction or damage to the Customer's data. The Customer agrees to keep a copy of all data access to which shall be denied to the Company its employees or servants.

4. Service

- 4.1 The Service shall commence from the commencement date referred to on page one of this Agreement.
- 4.2 Faults with the Equipment which are not identified by the Company's Managed Service Agent should be reported by the Customer during Business Hours to the Service Centre of the Company on the Service telephone number as notified to the Customer or such other telephone number as notified to the Customer by the Company.
- 4.3 The Company shall during Business Hours respond to the fault within the Response Period following an alert from the Company's Managed Service Agent or report of the Fault by the Customer.
- 4.4 The Customer shall upon reporting an Equipment fault provide to the Company both the Equipment identification number and Customer reference number and thereafter the Customer shall be given a fault reference number.
- 4.5 Personnel supplied under this Agreement will be suitably experienced service engineers.
- 4.6 Where the Company provides Service for Equipment which has not been the subject of a maintenance agreement from when the Equipment was new or has been maintained other than by the Company the Equipment will be inspected and where remedial maintenance is required the costs shall be charged at the Company's charging rate from time to time in force.
- 4.7 Where the Company is requested to provide Service for:
- 4.7.1 Equipment damaged by physical or electrical stress or non normal use including damage to hard disks caused by the use of storage media not approved by the Manufacturer
 - 4.7.2 Equipment not listed in the Schedule or consumable items or accessories as defined by the Manufacturer
 - 4.7.3 Equipment not expressly included in a written quotation
 - 4.7.4 Material components concealed in the Equipment but which are not listed in the Schedule
 - 4.7.5 Application software or network/system operating firmware/software which does not form part of the Company Software Maintenance and Support Agreement the Customer will be charged at the Company's current charging rate from time to time in force.
- 4.8 All goods supplied in connection with the Service shall remain the property of the Company unless and until payment for the same is received by the Company.
- 4.9 If from time to time the Customer wishes to add or replace any item of equipment covered by this Agreement the Customer may do so by agreement with the Company. The Company in these circumstances will, depending on when such amendment is required, adjust the applicable Monthly Charge or Annual Charge to reflect these changes.

5. Excluded Service

- 5.1 The Services or replacement of spare parts deemed necessary by the Company or its agents or servants due to:
- 5.1.1 Wilful acts defaults or negligent use of the Equipment outside of the manufacturers operating instructions
 - 5.1.2 Any damage caused by the Customer or a third party as a result of upgrade or modification of the Equipment.
 - 5.1.3 Faults with software or due to connections with other equipment
 - 5.1.4 Use of destructive software and faulty software
 - 5.1.5 Service requested by Customer outside of Business Hours will be charged in accordance with the Company's current charging rate from time to time in force.

6. Customers Obligations

- 6.1 The Customer at its own expense will care for and operate the Equipment in accordance with the manufacturer's specifications and instructions and will only use it for the purpose for which it was designed. If as a result of the Customer's reconfiguration or alteration to the Equipment remedial action is required, the Company reserves the right to charge the Customer at the Company's current charging rate from time to time in force.
- 6.2 The Customer shall ensure the Equipment is operated in a skilful and proper manner by persons who are trained to a competent standard.
- 6.3 The Customer shall provide full free and safe access to the Company in order to provide the Service to the Equipment and the Customer shall protect the health and safety of the Company while its personnel are at the Equipment location address.
- 6.4 To effectively manage the Customers network the Company may make recommendations for improvements to provide resilience and allow the Company to fulfil their obligations under this Agreement. If the Customer refuses to undertake these recommendations it may not be possible for the Company to provide a Managed Service and therefore this Agreement will be immediately terminated and the Customer will be liable to costs incurred by the Company.

7. Force Majeure

If performance of the Company is delayed or hindered by circumstances outside its control or amounting to Force Majeure as defined in the Agreement the following provisions shall apply:

- 7.1 The Company will as soon as reasonably practicable give the Customer notice of the reasons of the delay or hindrance and failing to give such notice will not prevent the Company relying on the remaining provisions of this clause and the Company will incur no liability for failure to give such notice.
- 7.2 The Company duty to perform shall be suspended for as long as the circumstances amounting to Force Majeure continue and the time for performance of the Company's obligations shall be extended by a period equal to the duration of those circumstances.

8. Faulty Goods and Defects

- 8.1 The Company will only supply and use as part of the Service materials and goods within the scope of published specifications from appropriate manufacturers and suppliers but the goods are supplied subject to any conditions of sale relating thereto by the relevant manufacturer or supplier. Where any materials or goods are found to be faulty the Company's liability in respect of such faults will be limited to replacement of such materials or goods.
- 8.2 Save as expressly provided in the Agreement no statutory or other warranty condition description or representation of any kind whatsoever on the part of the Company including (but not limited to) any such as to the merchantability or fitness for any purpose of the goods supplied under the Service or the Service is given or to be implied by the Agreement nor is any such warranty description condition or representation to be taken to have been given or implied from anything said or written in negotiations between the Company and the Customer or their respective representatives prior to this Agreement.
- 8.3 Save as aforesaid the Company's liability under this head shall be limited to the annual charge for the individual item of equipment covered under this Agreement.

9. Indemnity

The Customer agrees to indemnify the Company against any damages losses costs or expenses incurred by the Company in respect of any claim brought against the Company by any third party for:

- 9.1 Any loss injury or damage wholly or partly caused by the Equipment or its use
- 9.2 Any loss injury or damage in any way connected with the performance of this Agreement.

10. Terms of Payment

- 10.1 The charges and terms of payment for the Service are shown on page 1 of this agreement and shall remain fixed for a period of twelve months from the commencement date, except where there is a variation in accordance with clause 4.9 of this Agreement, and the Company shall be entitled to receive within thirty days of submitting an invoice to the Customer or thirty days of providing Service to the Customer the sum representing the Monthly Charge or Annual Charge.
- 10.2 Where Hardware Support is included in the Managed Service provided under this Agreement the charges include all labour and replacement parts (subject as hereinafter provided) provided the customer is not in breach of any of the provisions under this Agreement.
- 10.3 The charges are payable by the Customer within thirty days of receipt of invoice or thirty days before the start of the period of cover to which the invoice refers whichever is the sooner.
- 10.4 The charges do not include but are not limited to the following:
 - 10.4.1 supply and labour for fitting of consumable items or accessories as defined by the Manufacturer, laser drums, fuser units, portable screens and print heads
 - 10.4.2 electrical work – external to the Equipment
 - 10.4.3 rental charges for replacement Equipment other than loan equipment from stock provided under this Agreement
 - 10.4.4 replacement of magnetic media (except fixed disks)
- 10.5 If the Customer moves the Equipment from the installation address shown on page 1 of this Agreement then the Company reserves the right to make an appropriate adjustment to the Monthly Charge or Annual Charge and to the Response Period to a fault call referred to in clause 4.
- 10.6 If the Customer shall fail to make payment to the Company for the Service as required by this Agreement or any other Agreement between the Customer and the Company, the Company reserves the right (without prejudice to its other rights) to suspend the Service until such sum is received by the Company and for the avoidance of doubt there will not be an abatement to the Annual Charge if the Service is suspended by the default of the Customer.
- 10.7 Where the Company is unable to provide the Service as a result of the Customer being in breach of its obligations contained in this Agreement all time expenditure and material costs will be charged to the Customer at the Company's current charging rate from time to time in force.
- 10.8 The Customer will pay the price in full without any discount deduction set off or rebate on any grounds.
- 10.9 The Company reserves the right to charge interest on the Annual Charge or any part thereof which is overdue at the rate of four percent per annum over the base rate of HSBC Plc from time to time in force.

11. Monthly and Annual Charge Variation

The Company may vary the Monthly Charge per item or the Annual Charges shown overleaf by giving three months notice in writing to the Customer, such notice to take effect not before the first anniversary of the commencement date shown on page 1. Such changes shall be restricted to one in any period of twelve months and shall increase the Monthly Charge per item or the Annual Charge in force by not more than 15%.

12. Sub-Contract

The company reserves the right to sub-contract the performance of this Agreement in whole or in part without prior notice to the Customer

13. Termination

This agreement shall commence on the commencement date shown on page 1 hereof and shall continue until terminated by one party giving **three months notice** in writing to the other party with such notice period not to commence until the end of the Agreement Term within which the notice was served. The termination payment is based on the annual charge or the capped maximum expenditure.

14. Liability

- 14.1 Without prejudice to the forgoing terms and conditions the liability (if any) of the Company to the Customer or any other person shall not exceed the Annual Charge or the Annual Sum of the Monthly Charges.
- 14.2 The Company shall not be liable to compensate the Customer for any loss of anticipated profits, damages to the Customer or its reputation or goodwill, loss of expected future business, damages, costs, expenses payable to the Customer or to any third party or any other indirect or consequential losses.
- 14.3 The Company shall have no liability for destruction or damage to the Customer's data. The Customer agrees to keep a copy of all data access to which shall be denied to the Company its employees or agents.

15. Care of Equipment

- 15.1 The Customer shall house and operate the equipment covered by this Agreement in accordance with the relevant manufacturer's instructions.
- 15.2 The Customer shall ensure that no part of the Equipment is modified without the prior written approval of the Company or is subjected to unusual physical or electrical stress, accident, neglect, misuse or other damage. If any such action is taken without approval the Company reserves the right to charge for any remedial action required in accordance with the Company's current charging rate from time to time in force.
- 15.3 No attachment shall be made to the Equipment nor repairs or adjustments made, nor shall any part of the Equipment be moved without the Company's prior written approval, which shall not be unreasonably withheld.
- 15.4 The Customer shall not use on the Equipment any stationery, magnetic media or other consumable which does not meet with the manufacturer's specifications or which are defective.

16. Intellectual Property

The Customer hereby acknowledges that the Company has not been party to the preparation, specification or selection of any software used on the Equipment and the Customer is responsible for ensuring that the software is suitable for the equipment upon which it is installed and for the Customer's intended purpose. It is the responsibility of the Customer to ensure that the terms of any licence required to operate the software are satisfactory to it.

17. Confidentiality

All trade or professional secrets or other information supplied by either party to the other shall be kept confidential and such supply shall not imply any transfer of property.

18. Non-solicitation.

It is a condition of this Agreement that the Customer will not solicit for themselves or any third party any employee of the Company and in the event there is a breach of this condition the Customer shall pay forthwith to the Company a sum equal to the salary of such employee or any sum payable by the Customer to the Company for the exclusive use of that employee (whichever is the greater) for an additional twelve month period following the expiration of the Agreement Term.

19. Jurisdiction

This Agreement is governed by and construed in accordance with English Law and the parties submit to the Jurisdiction of the English Courts.

20. General

- 20.1 If in the opinion of the Company the cost of repair of the Equipment or itemised part of the Equipment is in excess of seventy-five per centum of the cost to the Company of replacing the Equipment or itemised part of the Equipment or itemised part thereof becomes obsolete, the Company shall have the right to refund to the Customer the Annual Charge paid by the Customer to the Company for the Equipment or a proportional part thereof in respect of any itemised part of the Equipment, if applicable, or remove the Equipment from the Schedule for subsequent Monthly Charges, and there shall be no further liability or obligation by the Company and the Customer in connection therewith.
- 20.2 The Customer represents and warrants that it is duly authorised and empowered to enter into this Agreement and that such authority shall continue during the term of this Agreement.
- 20.3 This Agreement represents the entire Agreement between the parties, save where the parties agreed in writing to amend the terms as in Clause 2. Each party warrants that no representation not recorded within this Agreement has been made which has induced the other to enter into this Agreement. No amendment of these terms and conditions is valid unless confirmed in writing by both parties on the same date as, or a later date than, the date of this Agreement.
- 20.4 Clause headings are for convenience only and shall not affect the construction of the terms and conditions of this Agreement.
- 20.5 No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party in this Agreement shall operate as a waiver of such power or right, nor shall any single or partial exercise of any such power or right preclude any other further exercise of any other power or right.
- 20.6 The Customer shall not assign the benefit of this Agreement without the prior written consent of the Company.
- 20.7 Any notice given under this Agreement by either party to the other must be in writing and may be effected by personal delivery, fax, e-mail or registered mail postage and shall in the case of personal delivery, fax or e-mail be deemed to be received on the same date as it was sent and in the case of postage within 48 hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties set out on page 1 of this Agreement or to another address notified in writing to the other for such purpose after the date of this Agreement.

I accept these Terms and Conditions:

Authorised Signatory.....
 Name.....
 Position.....
 Company.....
 Dated.....

