



Terms & Conditions

Support / Services

This Agreement is made between Computer Services & Engineers Ltd - Co Reg No: 3996704 (hereinafter called "The Supplier") and "The Customer" as detailed in the support schedule(s). Any schedules must be signed by an authorised Signatory Company Secretary or Director of both parties before this agreement and the Maintenance Service shall commence.

It shall have effect from the Start Date specified in the support schedule(s) and shall run for a minimum period of 12 months (or for the minimum specified period as detailed in the support schedule(s)) and will continue until terminated by either party giving three months written notice to the other party by receipted delivery. Either party may terminate this agreement at any time by giving written notice without prejudice to the rights and liabilities of the parties prior to such termination if the other party is in breach of any terms and conditions herein and shall have failed to rectify such breach within 30 days of the written request of the other party.

The charges shown in the support schedule(s) are payable by The Customer in advance of each period of cover invoiced. If any invoices are overdue services may be suspended until these amounts are paid in full however such suspension of services shall not relieve The Customer of any charges due under the agreement.

Individual items or sites may be added to or deleted from the agreement by requests in writing and accepted by the signing of new or replacement support schedule(s) by both parties.

Support will be provided by The Supplier or its agents between the hours of 9am and 5pm weekdays excluding bank holidays unless additional cover is detailed in the schedule(s) and on items detailed in the latest dated signed schedule(s). Additional charges will be levied for work outside these periods on items or services excluded from cover, on items or sites not included in the schedule(s), or on visits where no remedial action is necessary or possible, at The Supplier's prevailing charges
The Supplier offers no guarantee that software or operating system issues can be resolved.

Neither party shall be liable to the other for any delay loss damage or injury caused by acts of God strikes civil commotion war fire explosions sabotage storm flood earthquake fog or any other adverse weather conditions. The Supplier shall not be liable for any delay in the performance or non-performance of its obligations due to any act omission or state of affairs beyond its control this includes the manufacturer of the equipment or their agents inability to supply spare parts.

In the event that replacement/spare parts are no longer available from the manufacturer or their agents the Supplier will supply a quotation offering to source and supply suitable alternative equipment at competitive rates.

CSE will be under no liability under this agreement for any loss or damage of any kind whatsoever (other than death or personal injury resulting from CSE's negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business, loss of data, loss of productivity or goodwill.

The Suppliers staff or agents are instructed only to install software from properly licensed media.

The removal of viruses the term virus here refers to malicious code and includes ad-ware & spy-ware and or repairs to operating systems or applications as a result of virus infections are not covered by this agreement. Any work undertaken to remove viruses or to repair damage due to virus infection will be charged at our standard rates.

If any dispute or difference shall arise between The Customer and The Supplier English Law shall govern it. In the event that an arbitrator is required then it shall be a single arbitrator in Manchester and shall be appointed by the Institute of Electrical Engineers.

Customer responsibilities

To retain original licenses and media of operating systems and application software and to maintain valid copies of the same together with validated backups of programs and data

Maintaining suitable electrical and environmental conditions for equipment

Equipment loaned or hired to The Customer must be covered by The Customer's insurance against all risks to the value of a direct replacement

To notify The Supplier of any circumstances or changes in their organisation that are relevant to the service provided under this agreement

Training individual users to obtain effective use of their systems & applications, and ensuring that individuals responsible for the integrity of their computer system overall are both familiar and comfortable with the operating system environment and for dealing with routine operations and basic administration tasks.

The Customer agrees that it is their responsibility to maintain a copy of all their data. The Supplier shall have no liability for destruction of or corruption of The Customer's data howsoever caused.

To ensure that the systems are fully available to the supplier's staff or agents where required to fulfil the support services offered.



Specific Services

Telephone Support

Telephone support involves same day discussion of an issue on systems detailed in the support schedule(s) by staff or agents of The Supplier with *Nominated Individual(s) from The Customer site either by telephone, fax or e-mail and advising or working through certain actions step by step. Once simple issues have been discussed researched and worked through the next course of action may need to be discussed & agreed, and any additional charges agreed, if an issue has not been resolved by this method.

** Nominated individuals should be familiar and confident with The Customer's operating system environment and their applications suite and able to review & understand log files or have an acceptable level of knowledge or training in the administration tasks required for their system operation because even with simple tasks there is a degree of risk to The Customer's system operation involved which increases with diagnosis and resolution of more serious issues. The Supplier may charge additionally if the Nominated Individual(s) require further training or tuition.*

Dial-In Support

This support service enables staff or agents of The Supplier to establish remote connection to site to review settings; to diagnose & rectify problems; to verify, amend, update or delete files as necessary, and to perform tasks beyond the scope of many system administrators but reducing the need to visit site. The Customer authorizes the supplier to access their IT systems in order to deliver remedial, preventative and or proactive support. The Customer agrees to allow administrator access to their systems in order to deliver this support. Setting up the remote access support may involve an initial on-site visit and may require the installation of a suitable router which if required will be quoted for separately by The Supplier and a static IP address which can be obtained from The Customers ISP at The Customers expense.

On Site Support

a) Software support provides for the attendance on site of suitably qualified staff or agents of the Supplier to analyse and attempt to resolve any issues which cannot be resolved by Telephone or Dial-In support, or which follow on from a Hardware Maintenance visit and covers the cost of labour and travelling time. This may involve complicated processes which may also require the complete re-installation of the operating system and specific applications detailed in the support schedule(s) and subsequent restoration of user information from relevant customer backups

On-site Software support is only available in conjunction with Telephone support & Dial-In Support above or in conjunction with on-site Hardware Maintenance cover

b) Hardware Maintenance provides for unscheduled on-call remedial maintenance if a problem cannot be resolved by user action after technical advice. The service provides for an on-site response within the scheduled timescale and only in respect of equipment detailed in the support schedule(s) at the time of call placement and will cover the cost of labour & travelling time and of appropriate exchange parts for those which become unserviceable in normal use. Where spare parts are no longer available or the equipment is outdated or at the end of its useful life, suitable replacements may be offered at discounted prices from our list price.

Loan equipment of a similar type may be made available at The Supplier's discretion should it be necessary to remove equipment from site for periods in excess of 24 working hours. In the case of printers a standard Microsoft Windows compliant printer may be supplied as a loan. The Supplier may charge pro rata per copy for consumable items such as toner ink or ribbons that are consumed by the Customer within any loan or hired equipment.

Hardware maintenance service does not include software and/or operator problems recovery of software or data, supply or replacement of consumable items (including but not restricted to media developer units drums EPS cartridges font cartridges fuser units joysticks ozone filters paper printheads platen knobs ribbons ink cartridges toner bulbs backlights LCD displays laptop screens and batteries) unless specifically detailed in The Schedule, nor will it include repair of damage caused by any person moving interfering with upgrading tampering with or attempting to maintain The Equipment other than staff or agents of The Supplier, nor damage or loss resulting from accident, transportation, neglect, misuse or causes other than ordinary use (unless damage or loss is due to negligence on the part of The Supplier's personnel). Additional charges may apply if the call-out relates to any or all of the above causes.

VITMAN / Virtual IT Manager Service

- A half day is defined as 9.30am to 12.30pm or 2.00 pm to 5.00pm and all half day visits must be prearranged
- The monthly minutes cannot be rolled over or be banked for more than 1 month
- 2 contacts need to be appointed to approve the minutes (per job basis)
- Support packages only cover software and hardware upgrades of workstations not servers
- Telephone support and dial in support are used in 15 minute blocks and on site support is booked in 60-minute blocks.
- All workstation and software reinstallation will be carried out if deemed necessary by CSE
- VITMAN agreements can be cancelled by either party with 30 days notice in writing and without penalty
- Installation of un-licensed software can render the support of that computer/ server as void. All software must be licensed
- Cover is available within standard office hours (Monday to Friday between 9.00am and 5.00 pm) it is not available outside these hours, weekends or bank holidays unless otherwise agreed and will incur additional charges
- Any extra work not covered by the contract will be charged at the relevant rate full terms and conditions are provided with the Support contract
- All charges are subject to VAT at the current rate at the time of invoice.



Terms & Conditions of Sale

Definitions. The Customer means the person or organisation ordering the goods and/or services, CSE means Computer Services & Engineers Limited.

Warranties. The customer acknowledges that CSE is not the manufacturer of the equipment supplied and accordingly that the warranty provided on equipment supplied is limited as follows. CSE warrants equipment supplied for 12 months from delivery, if any equipment is proved to the reasonable satisfaction of CSE to be defective in material or workmanship then; If the equipment is returned to CSE complete as supplied then CSE will at its option (a) repair the equipment (b) replace the equipment (c) substitute substantially equivalent goods (d) credit the customer in respect of any defective equipment. Where CSE provides substitute/replacement equipment the original equipment will become the property of CSE provided that the customer has kept and operated the equipment in line with the manufacturers specifications, that no unauthorised work has been carried out on the equipment and that there has been no misuse of the equipment.

Where an extended warranty is provided by the manufacturer, CSE will assist the customer in obtaining warranty service from the manufacturer at no cost for the first 12 months, thereafter CSE reserve the right to charge for it's time in obtaining warranty service from the manufacturer or their agent on the customers behalf.

In the case of services supplied such as installation configuration if any service is proved to the reasonable satisfaction of CSE to be defective in workmanship then CSE will correct the defect during the 12 month warranty period, this excludes changes to configuration not specified in the initial agreement. CSE will provide a 14 day period of free user/administrator support on new installations thereafter either a support agreement will be required or the customer agrees to pay as you go support at CSE's standard rates.

Limitation of liability. The customer accepts that CSE's liability for loss or damage of any kind whatsoever under or in connection with this agreement and/or any matter collateral to this agreement and/or in respect of any representation or misrepresentations (other than a fraudulent misrepresentation) made by or on behalf of CSE; shall in no circumstances exceed the sum paid by the customer to CSE in respect of the equipment or services supplied or the cost of repair or replacement of the affected components whichever is the lesser; CSE will be under no liability under this agreement for any loss or damage of any kind whatsoever (other than death or personal injury resulting from CSE's negligence) whether consequential or otherwise including but not limited to loss of profits, pure economic loss, loss of business, loss of data, loss of productivity or goodwill. The warranty excludes reinstallation of programs, data and reconfiguration after a hardware failure.

The customer agrees that should they require additional cover for consequential loss as outlined above then it will seek insurance from a reputable source at the customers cost. Similarly the customer acknowledges that unless stated in the body of the proposal to the contrary that they understand that the equipment/solution proposed/supplied is not intended to be fully fault tolerant and as such

understand that in the event of a failure they may not have the use of the equipment and/or data until it is repaired or replaced and agrees to hold their own disaster recovery/business continuity solutions and or insurance if required.

Payment terms. for the supply and/or installation of Hardware and/or Software will be payable in the following instalments; 50% on order, 30% on delivery of the equipment to the customers site and 20% on 28 days net from delivery / invoice date unless the equipment is being leased as part of an overall package. However, if the Hardware & Software value is less than £5,000.00 the terms are 50% on order and 50% on delivery.

Where the customer elects to finance via a lease, this will be subject to a signed order and the lease documentation being fully completed and signed before delivery. On delivery of the equipment the customer agrees that the acceptance note will be signed for the leasing company to pay out the monies due on the lease.

All training fees are due for payment on order. For CSE to schedule dates and perform the training we will require 100% payment on order unless the training is being leased as part of an overall package.

Chargeable Networking or engineering call outs will require a purchase order or written agreement of charges from an account customer or cheque on delivery from a non-account customer.

CSE may offer customers an account at its sole discretion, where an account is offered the customer agrees to pay outstanding balances promptly in line with the payment terms. CSE reserves the right to withdraw account facilities if prompt payment for goods and services is not received. CSE's standard payment terms for account customers are that payment be made within 28 days net from the invoice date.

In the event that an order is delayed or not able to be completed due to pre-specified obligations on either the customers or on one of the customers agents parts being met, payment for any hardware or software that has been purchased will be due immediately, the installation costs being due on completion, any costs incurred by Computer Services & Engineers Ltd due to wasted visits or liaising with other suppliers or agents on the customers behalf will be charged to the customer at our prevailing rate. This does not apply to any services arranged by CSE.

All goods remain the property of CSE until paid for in full. This is a firm and binding order that cannot be cancelled unless CSE confirm in writing to the customer that it agrees to the cancellation. Cancellation by the customer is subject to a 30% handling charge of the order total.

CSE reserve the right to charge interest at an annual rate of 5% above Natwest Bank base rate which will accrue daily and be calculated on a daily basis on overdue accounts from the due date until payment is received.

No variation to these terms and conditions may be made unless set out in writing and signed by a director of Computer Services and Engineers Ltd. This agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.