

General Terms and Conditions of Business

In these conditions the following expressions shall have the following meanings:-

"the Company" means IT-C Support Solutions Ltd whose registered address is at 46 Middleton Road, Gorleston, Great Yarmouth, Norfolk, NR31 7AH

"the Customer" means the business, company or person(s) requesting the product or service.

"the Contract" means any agreement between the Company and the Customer for the supply of products or services.

"Goods" means the hardware, software, products or services which are the subject matter of the Contract sold to the Customer by the Company.

"Affiliate" means, in relation to a company, or subsidiaries of its holding Companies.

1. GENERAL

- 1.1 These terms and conditions (hereinafter called "the Conditions") apply to all contracts, entered into between the Company and the Customer for the supply of goods to the Customer.
- 1.2 The Customer shall be deemed to have read, understood, and agreed to these terms and conditions before entering into an agreement with the Company. All orders are accepted on the Conditions, which supersede ALL others of whatever nature, unless expressly agreed otherwise in writing by the Company.
- 1.3 For the purposes of the Conditions, communications made between the Company and the Customer by electronic mail shall be regarded as made in writing and signed by the party sending the electronic mail communication.
- 1.4 The Company reserves the right to correct clerical or typographical errors made by its employees at any time.

2. PRICES

- 2.1 The prices for Goods are those set out by the company on all quotations subject to the provisions of Clause 3.1
- 2.2 All prices are exclusive of Value Added Tax and delivery (unless otherwise expressly stated), and this will be charged at the appropriate rate. The Customer shall be responsible for the payment of all taxes and duties charges payable in respect of the Goods.
- 2.3 Unless otherwise expressly stated to be firm for a specified period, the prices are subject to increase or decrease by the Company, to take account of (but not limited to):-
 - (i) the Customer or the Company altering specifications or instructions after the date of quotation.
 - (ii) should there be any increase in the cost to the Company of purchasing any goods or materials by reason or any foreign exchange fluctuations, alterations in any taxes or duties, variations in the costs of raw materials or components or labour or transport or by any other reason or cause whatsoever.
- 2.4 The Customer will pay all transport costs incurred by the Company for delivery of the Goods to the Customer.
- 2.5 Any quotation may be withdrawn by the Company at any time before receipt of a confirmed order from the Customer.
- 2.6 All quotations will be deemed to be withdrawn if no confirmed order is received within 30 days from the date of quotation, unless otherwise stated in writing by the Company at the time of quoting.
- 2.7 The Company will notify the Customer, in writing, of any changes to consultancy or service rates no less than 30 days prior to increase.
- 2.8 All price queries should be made within 7 working days of receipt of the Invoice.
- 2.9 Certain work, services or consultants may be charged at non standard rates. This will be detailed in the quotation (either written or verbal) prior to the work being carried out.

3. PAYMENT

- 3.1 Payment for goods shall be due by the 30th day following the date of invoice, unless expressly agreed otherwise in writing and signed by a Director of the Company. Failure to pay on these terms will result in action under clause 3.2.
- 3.2 The Company reserves the right to:-
 - (i) Withhold technical support, installation, or services for non-payment of overdue amounts.
 - (ii) Without prejudice to any other rights it may have, and having taken reasonable measures to recover overdue sums, the Company is entitled at its discretion to charge interest on outstanding sums from the due date for payment until payment in full (including any interest due) is received by the Company. Interest shall be charged at a rate of 2% above the current base rate as set by the Bank of England, and will accrue from day to day. The company also reserves the right to charge the Customer for all legal costs, court fees or debt recovery costs incurred by the Company in relation to outstanding amounts.
 - (iii) The payment terms in 3.2(i) may be superseded by those shown on the quotation only if a director of the Company signs the quotation. In the event of a query arising concerning the exact terms of payment, the terms on the invoice shall prevail.
- 3.3 If the Company allows provisional credit or extended credit in respect of any part of Goods sold it shall be without prejudice to its right to refuse to give up possession of any other part of the Goods except against payment.
- 3.4 Where Goods are to be supplied for payments made by instalments; failure of the Customer to pay any instalment in due time shall entitle the Company to treat such failure as a breach of Contract with the Company and to recover damages for such breach.
- 3.5 If payment is overdue in whole or in part; then the whole of any amounts outstanding to the Company shall immediately become payable whether or not such monies should have been payable at that time. The Company may at its discretion institute actions under clause 3.2 until the account is brought back into line with agreed terms.
- 3.6 The Customer shall make all payments without any withholding, deduction, set-off or counter-claim.
- 3.7 Time of payment by the Customer is of vital importance for all contracts.
 - (i) If the Customer changes company name or goes into administration, and continues to purchase goods or services from the Company, trading with the Customer's new company will be deemed as such, a new company, and standard rates for goods or services will apply, all discounted services will be withdrawn unless otherwise agreed by the Company.
 - (ii) If credit terms have been agreed by the Company, the Customer undertakes to notify the Company of any material or potentially material change in its finances, structure and/or position generally.
 - (iii) The Company may require the Customer to agree, to supply the Company - a newly completed credit application form for continued credit facilities. Continued failure to pay to agreed terms may result in credit facilities being withdrawn.
 - (iv) The Company reserves the right to use a licensed credit reference agency and any such search may be recorded on file.
 - (v) Any queries regarding invoices MUST be notified to the Company within 5 working days from invoice date. Upon receipt of either verbal or written notification of any queries the Company will endeavour to answer your query within 2 working days.

4. WARRANTY

- 4.1 The Company warrants that any Goods supplied are free from any material defects in workmanship and materials for a period of 90 days from the date of invoice, but the Company's liability under this warranty shall be limited to making available free of charge, the labour and materials necessary to make good any such defects or, at the Company's discretion, replace the defective Goods. The Company's liability under this warranty is also conditional upon the following:-
 - (i) The Goods not having been subjected to any abnormal, improper use or modification by the Customer.
 - (ii) The Goods having been properly stored and used by the Customer.
 - (iii) The Goods not having been damaged by the Customer whether by accident, neglect, failure to follow instructions concerning the use of the Goods, whether given in any documents supplied with the Goods or otherwise, or failure to follow the specified maintenance schedule provided with the Goods.
 - (iv) The defect has not arisen as a result of normal wear and tear; Written notice of the defect having been given to the Company within 14 days following discovery of the defect.
- 4.2 Subject to clause 13, the warranty contained in Clause 4.1 above is given in lieu of and shall be deemed to exclude all other warranties and conditions, whether expressed or implied and whether arising by common law statute or otherwise.
- 4.3 Where notice is given to the Company by the Customer within the terms of Clause 4.1(v) the Customer shall return the Goods to a location specified by the Company, and Goods in transit to the Company for the purpose of repair under the warranty shall be at the Customer's risk, the Customer shall also be responsible for carriage costs.
- 4.4 Warranty for installation services - Support of any new installation, is provided for a period of 14 days, after which issues will be deemed as outside our contract (if applicable) or outside the 14-day warranty scope, and may be charged for accordingly.
- 4.5 The Company will use all reasonable endeavours to procure for the Customer the benefit of warranties and other rights as are conferred on the Company in relation to defects in Goods which are not of the Company's manufacture, by the terms of the Company's agreement with the suppliers of the goods.
- 4.6 The Company cannot pass onto the Customer any greater warranty in respect of the Goods than that which has been conferred upon the Company under the terms of the Company's agreement with its own supplier.

5. TECHNICAL INFORMATION

- 5.1 The Company shall be under no liability whatsoever resulting from, arising out of, in connection with or in relation to any statement made by any of its employees, or agents or contained in any document before the contract between the customer and the Company was entered into, unless the Customer gives notice in writing to the Company before the contract is entered into that it intends to rely on any such statement or document.

- 5.2 Any description contained in any catalogues, brochures, sample price lists or any other advertising material supplied by the Company to the Customer is intended merely to present a general picture of the goods and or services sold by the Company, and shall not form a representation to the Customer or become part of any contract for sale of goods made between the Company and the Customer unless supplied in the form of a quotation.
- 5.3 Where the Customer is a consumer or deals as a consumer within the meaning of the Unfair Contract Terms Act, 1977, the exclusions contained in 5.2 above shall apply only so far as they do not conflict with the provisions of Sections 13, 14 and 15 of the Sale of Goods Act 1979 relating to correspondence of Goods with description, quality or fitness for purpose and sales by sample.

6. CUSTOMER'S SPECIFICATION

- 6.1 Where Goods are made or modified to the Customer's own specification, instruction or design, the Customer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company and keep the Company indemnified on a continuing basis from and against any infringement of any patent, registered design, trade mark, trade name or copyright and all loss, damage or expense which it may incur by reason of such infringement as aforesaid.

7. DELIVERY/COLLECTION

- 7.1 Where Goods are to be delivered by the Company to the Customer, such Goods will be delivered to the ground floor of the location agreed in the contract. Unless it is otherwise agreed in writing by the Company, such Goods shall be delivered by any means chosen by the Company.
- 7.2 The Company will make every effort to avoid delay but is under no responsibility to meet any specific delivery dates. Accordingly no liability will be accepted for any direct or indirect loss which may be caused by delayed delivery whether brought about by a factor beyond the control of the Company or not.
- 7.3 The Company shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.
- 7.4 It is the Customer's responsibility to inspect Goods immediately upon delivery.
- 7.5 The Customer shall notify the Company within 3 working days from date of delivery, any Goods which may be defective or otherwise defective in material or workmanship. If the Customer fails to give such notice the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defects, which would be apparent upon reasonable examination of the Goods and the Customer shall be deemed to have accepted the Goods accordingly. In the event the Customer establishes to the Company that the Goods are not in accordance with the contract or are defective, the Company may at its discretion repair the Goods or replace the Goods, or refund the purchase price of the Goods against return of the Goods.
- 7.6 Where Goods are lost, 2 clear days notice are required to be given to the carrier of such loss. The Customer shall notify the Company of such loss within 2 days of delivery or non-delivery to the Customer's premises, to enable the Company to notify the carrier of the claim.
- 7.7 Where Goods are damaged in Transit, the Customer shall notify the Company immediately upon identification of the damage, and no later than two working days following delivery of the goods, to enable the Company to notify the carrier of the claim.
- 7.8 Where Goods are to be collected by the Customer, the Company shall notify the Customer of availability of such Goods for collection by written or verbal notice of availability. Goods shall be collected within seven days from the date of notice of availability. Should the Customer fail to collect the Goods within the seven day period the Customer shall be liable for any costs, losses or expenses arising from the Customer's failure to collect the Goods.

8. PASSING OF RISK

- 8.1 Where Goods are to be delivered to the Customer at a location in the United Kingdom, the Goods shall be at the Customer's risk from the time of delivery of the Goods to the Customer.
 - 8.2 All Goods to be delivered to the Customer at a location outside the United Kingdom shall be at the Customer's risk from the time of delivery of the goods to the carrier.
 - 8.3 All Goods to be collected by the Customer shall be at the Customer's risk from the time of collection.
 - 8.4 The Company shall not be liable for any loss of any kind to the Customer arising from any damage to the Goods occurring after the risk has passed to the Customer howsoever caused.
- 9.1 Title in the Goods agreed to be sold shall remain in the Company until all sums due to the Company from the Customer have been paid in full.
 - 9.2 Without prejudice to any of its other rights, the Company may recover or resell the Goods supplied, entry to the Customer's premises by its consultants and or agents shall be allowed for that purpose :-
 - (i) Any payment due by the Customer to the Company is overdue in whole or in part; or
 - (ii) Any steps are taken with a view to the Customer or any of the Customer's Affiliates or any of its or their assets becoming subject to any form of winding-up, administration, receivership, administrative receivership, insolvency proceedings, bankruptcy, arrangements with creditors generally, enforcement of security or legal process or repossession; or
 - (iii) The Company has reasonable grounds to believe that the Customer is insolvent or that the Company's rights to receive payment or its interest in the Goods are or are likely to be in jeopardy; or
 - (iv) The Customer ceases or threatens to cease to carry on trading.
 - (v) The Customer is in breach of any provision of the Conditions.
 - 9.3 Until such time as the Customer becomes the owner of the Goods supplied to it, it will keep the Goods properly insured for not less than their contract value.

10. CANCELLATION

- 10.1 No cancellation or postponement of delivery of all or any part of its order by the Customer shall be effective unless communicated to the Company in writing.
- 10.2 In the event of such cancellation or postponement being made in accordance with the terms of the clause 10.1 above the Company shall be entitled at its discretion to the following sums should the cancellation or postponement be received by the Seller:
 - (i) more than 90 days before the date for delivery of the Goods: £125.00
 - (ii) more than 45 but less than 91 days before for delivery of the Goods £125.00 or 10% of the quoted price of the Goods affected by the cancellation or postponement whichever is the greater
 - (iii) less than 45 days before the date for delivery of the Goods: £125.00 or 15% of the quoted price of the goods affected by the cancellation or postponement whichever is the greater
- 10.3 No alteration or amendment of its order by the Customer other than as set out in Clause 10.1 above shall be effective unless agreed in writing by the Company. Any such alteration or amendment will be subject to charges additional to the price of the Goods at the discretion of the Company

11. SOFTWARE

- 11.1 For the purpose of the Conditions "Software" shall mean all operating systems, application software, compilers, utility software and other computer programmes and associated documentation provided by the Company or through the Company originating from a 3rd party.
- 11.2 All Software shall be supplied to the Customer on licence for use by the Customer, all intellectual property, title and the rights in the Software shall remain vested in the Company if developed by it or in any third party owning such property, title and or rights.
- 11.3 Any warranty or guarantee given by the Company in respect of Software shall be strictly limited to the medium of storage and the Company shall not be liable in respect of any loss or damage occasioned to the Software itself or as a result of the use of the Software for any purpose.
- 11.4 Any work required as a result of upgrades to licences and or software is chargeable and is not covered under the Company support contracts
- 11.5 When software is developed for the Customer by the Company, or a 3rd party acting on behalf of the company, a specification and quotation for the Goods will be supplied detailing the scope and structure of the software to be designed (hereinafter called "the scope document"), prior to commencement of work. The scope document must be signed by the Customer prior to the commencement of work and at stages agreed between the Company and the Customer. Any additional features other than those detailed in the original scope document will be charged for at the prevailing daily rate or at a rate agreed between the Company and the Customer.
- 11.6 If payment is due in stages, future stages of development will not be completed until all payments due is received in full by the company. Any claim, what so ever against the Company may not be more than the cost of the original software itself.

12. TELECOMMUNICATIONS EQUIPMENT /SERVICES

- 12.1 When telecommunications equipment supplied by the Company is to be used in conjunction with BT or any other telecoms provider's lines or apparatus, whether conventional physical line based on internet based, then the following additional conditions shall apply:
 - (i) BT or any other 3rd party telecommunications company shall have the right to require modifications to be carried out to the equipment, which is already installed, and in use. Any modifications required will be carried out at the customer's expense.
 - (ii) In no event shall the Company be liable for damages, loss or injury to the telecommunications equipment or personnel in connection with or arising out of the customer's act or neglect.
 - (iii) In no event shall the Company be liable for damages, costs, and penalties resulting from technical problems or delays during any implementation caused by telecommunications companies.
- 12.2 Any quotations, services or advice that involves telecommunications or internet services are based on 'as available at the time' basis and the Company shall not be liable for costs or penalties for any newer services, that telecommunication companies bring out after quotation and or advice. Neither is the Company liable with reference to any downtime of, or intermittent problems caused by telecommunications.

13. EXCLUSION OF LIABILITY

- 13.1 The liability of the Company to the Customer for any breach of contract or negligence (save and except the Company's liability for negligence for death or personal injury) shall be limited to the price of the goods together with any expenses incurred by the Customer in notifying and returning the goods to the Company.
- 13.2 The Company shall not be liable for any consequential loss including, without limitation, any loss caused by interruption of your business, loss of electronic information or physical damage to property and whether directly or indirectly caused by any breach of contract or by negligence by the Company or by any employee, or 3rd party acting on behalf of the Company.
- 13.3 The Company recommends that as a matter of good business practice, the Customer maintains insurance and maintains a backup system to backup electronic data.
- 13.4 The Customer shall indemnify the Company and keep the Company indemnified on a continuing basis from and against all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expenses in connection with or arising from the condition or use of the Goods in the event and to the extent of that damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Customer, its employees, agents or 3rd party acting on behalf of the Customer and any breach by the Customer of its obligations to the Company.

14. PATENTS, TRADE MARKS, etc.

- 14.1 The Goods are sold subject to the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods in any part of the world; and the Customer will in this respect accept such title to the Goods as the Company may have.
- 14.2 Where the goods have been manufactured or constructed according to designs or conditions or by processes specified or supplied by the Customer, the Customer represents and warrants to the Company that the Goods as so designed or configured and/or the processes so used do not infringe the rights of any persons, whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict the sale or use of the Goods or the use of such processes in any part of the world. The Customer shall indemnify the Company and keep the Company indemnified on a continuing basis from and against all actions, suits, claims, demands, losses, charges, costs and expenses which the Company may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the representations and warranties in this Clause.

15. TERMINATION

- 15.1 If the Customer fails to take and pay for Goods sold in accordance with the Contract the Company shall be at liberty to treat the contract as repudiated without prejudice to the Company's right to recover from the Customer by way, of damages, any loss or expense which the Company may suffer or incur by reason of the Customer's default and the Company shall be entitled to dispose of the Goods as the Company deems fit and will not be under any liability to account to the Customer for the price received therefore or otherwise.
- 15.2 The Company shall have the right immediately to terminate the Contract at any time upon occurrence of any of the events specified in clause 9.2. Upon any such termination the Company shall have the right to be paid the price of the Goods manufactured or supplied to the date of cancellation and the Customer shall take over and pay for, at the current price, such materials as have been allocated by the Company to the Contract.

16. FORCE MAJEURE

- 16.1 The Company shall be relieved of all liability otherwise arising under these conditions to the extent that it shall be unable to carry out any of its obligations hereunder by reason of wars, strikes, lockouts, governmental controls or restrictions, non-availability of goods or personnel or any other cause whatsoever beyond the Company's control.

17. FORBEARANCE

- 17.1 No forbearance, indulgence, time or relaxation of the part of the Company granted to the Customer in respect of any of the conditions shall in any way affect, diminish, restrict or prejudice rights or powers of the Company under any contract for sale of goods or operate as or be deemed to be a waiver or any breach by the Customer of any of these Conditions.

18. NOTICE

- 18.1 Any notice given under or pursuant to the Contract must be sent by recorded post or by recorded delivery service or transmitted by electronic means or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so, sent or transmitted to the registered office address of the Company.

19. LAW AND JURISDICTION

- 19.1 Any Contract between the Company and the Customer shall be subject to the law of England and Wales.
- 19.2 All disputes arising out of any contract between the Company and the Customer shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 19.3 If any part of the conditions shall be found to be unlawful, it shall not affect the validity or enforceability of the remainder of the conditions.