

Jalex Collective IT

LIMITED

TERMS AND CONDITIONS FOR CONTRACTS OR SERVICES

1 DEFINITIONS

- a) 'We' or 'us' or 'our' means Jalex Collective IT or Collective IT Ltd
- b) 'You' or 'your' means the customer/client on the order form or raised call sheet.
- c) 'Services' means the service we provide to you as contracting engineering service for hardware and software support on various and multiple systems. Other such services/contractors and companies may be made available to you at your discretion.
- d) 'Term' means the duration of the contract, normally twelve months. Unless stated, you accept the contract contents signing our call sheet/s.

2 DURATION

This agreement will continue for the term and thereafter. It can be ended by either party giving 1 month's notice in writing only, [not e-mail] prior to expiry, or any time after the expiry term.

3 THE SERVICES

- a) We endeavour harder than our competitors, to make the highest quality service available to you. The nature of electronic equipment and industry makes it impossible to provide a fault-free service. Therefore we continually review our services, with your feedback, to polish them even further. Naturally, these improvements increase contract values and hourly rates, whenever possible we phase these in. We may advise you of upgrades or improvements at least one month before their online period, by our newsletter, the web site or e-mail.
- b) Our standard range is a one-hour drive from Ipswich. This can be affected by weather, traffic, and by other factors beyond our control. When the equipment is deemed critical or life-saving, eg medical facilities or the primary emergency services and MOD, we endeavour to contact an emergency service for escort to site. This must be authorised and listed on the call sheet as point of contact. It is the customers sole responsibility to provide parking for the engineer's vehicle sufficiently close to the working site.
- c) Our services are detailed, multiple and various. Our standard contract service holds us on retainer contract to you. We provide a fast professional personnel telephone contact that follows a polite protocol, we ask you specific questions, log the call and respond on site within eight hours.
- d) In the interest of the users of our services we limit the list of customers. This means our contract unit prices per hour may increase annually, travel time will be added to this.
- e) We provide an engineer of the standard and competence to handle the task/s required. They must be able to access the system sufficiently to diagnose, swap or change, test or commission new pieces of equipment, whatever they deem to recommend as a short-term repair method. They must be able to remove and work on equipment on site. Due to intermittent system faults becoming more common the engineer may require the customer to monitor the fault until it's nature becomes more evident.
- f) The engineer must have full unhindered access to carry out any inspection/installation they see necessary. Accepting these terms and conditions authorises the engineer's access, escorted by on-site staff in accordance with the H&S and Fire regulations regarding lone workers. *Any hindrance will be deemed as obstructive to the engineer's normal role. It can cause further damage to your systems, cancellation costs, and/or additional billable costs. A call sheet log can be provided notifying the customer before such billing. It must be understood that any problems with the running of service, especially with servers, should be visited immediately to limit possible damage, catastrophic failure, or even fire risk.* When an event Software or Hardware has snowballed, we recommend the client uses their insurance company to redeem their damages, and we provide details of the incident and how it escalated. [These are made available to the client before passing on to the insurance company.]
- g) We may advise you that equipment is outdated and deemed uneconomical to repair [B.E.R.]. Where possible we endeavour to make a temporary fix, or insert a loan machine to carry out its standard work task. When equipment is deemed a 'SPECIFIC NEED OR TASK' these items may be deemed irreplaceable and warrant an extra charge on the contract. *We work with third parties when we have to rewrite code or settings, or have difficulties in trying to source parts from suppliers/manufacturers or technical support services.* We are not responsible for the make of equipment you purchased and your cover from the suppliers'/manufacturers' warranty. However, in some cases we will pay for repairs at their specialist repair shops. We will advise you when manufacturers pose problems to the normal running of your equipment, and recommend you do not use these manufacturers/suppliers in the future.
- h) We insure our engineers and are covered by public liability, and we adhere strictly to a Health and Safety policy, a copy of this policy is kept with the engineers' service vehicle.

4 PAYMENT/CHARGES

- a) You must pay us in full for our services, within your terms of payment,

as stated by us on your invoice. Amendments and reimbursements will be made within fourteen days when a written detailed reason is received from you. Grievances will be handled separately.

- b) Customers will be billed for parts used with no additional handling costs incurred, or a minor one-off charge less than 5% value.
- c) With other than pre-quotation billable work above normal requirements, we strongly advise a purchase order number so it can be passed quickly through to accounts. The senior IT person or manager must verbally authorise us to carry out the work required, they are then responsible for our costs. In emergency cases, when purchase orders are not given at time of work, purchase orders should be forwarded to the office next day.
- d) You must pay a percentage agreed by us prior to Hardware/Software installations for LARGE amounts, and the balance upon completion to our satisfaction, within our payment terms.
- e) You will be accountable for engineers' extra travel, overnight stay, and other special additional costs, these should be paid within fourteen days. When high sums are foreseen the accounts department/customer should make every possible effort to optimise the engineer's working ability, with ideal locations for accommodation, food and board. In case of special investigations, there may also be costs for special hire of equipment, or purchase when hiring is not available.
- f) All goods are ours until payment in full of the invoice and we have the right to remove any such work we have done, be it Hardware or Software.
- g) You are also liable for our accounts and management time costs and in the procurement of legal council. For your bad debt or non-payment
- h) We must charge for non-technical letters, emails at 50p each and £1 for technical requiring research, this mainly applies to insurance claims or legal cases in recuperating our bill you should claim these back accordingly.

5 VARIATION OF CHARGES AND TERMS

- a) We will advise you in writing fourteen days in advance of any changes to our charges or quotes.
- b) We have the right to change the multiple values within the twelve-month period by advising you of these charges.
- c) We may have to make amendments to travel costs in case of other unforeseen reasons.

6. ENDING THIS AGREEMENT

- a) You may end this agreement by writing to us with specific details only, and if 'we' have not done what 'we' were asked to do. Or if we do not put it right within seven days of being asked to, or when all your old services are not available to you.
- b) We may end this agreement immediately by writing to you when you do anything that can damage or affect the operation of Collective's services by hindering our services and/or engineers to other customers: or fail to provide a safe operating environment for our engineer/s in accordance with British Standards or ISO compliance, or fail to provide adequate safety equipment to staff visiting member/s on your site/s.

7. LIABILITY AND EXCLUSIONS

- a) We will be liable to you when death or personal injury is caused by our negligent workmanship unless advised to carry this out.
- b) We are not liable when the work was necessary to hold back, stem or delay a problem in escalation foreseen by us.
- c) In all other circumstances we are not be liable for loss of profits, revenue, lost business, missed opportunities, wasted expenditure or savings you might have made. This does not affect your right to a refund of your monthly or other periodic payments to us.
- d) We are not liable for a chain effect problem beyond our control that may cause loss of service to you.
- e) We are not responsible for the work of others ie Software and Hardware manufacturers who supply goods which are falsely advertised, or who cannot be contacted for comment or advice on their product/s, or for damage they may do to your systems. This does not affect any of your rights under any Act of Parliament and which cannot be excluded by this agreement, or at the time of going to press for any special offers.

8 MISCELLANEOUS

- a) When either party needs to notify the other this shall be in writing only, electronic methods are not guaranteed and therefore deemed as unreliable. Any data or information that is passed is strictly confidential and shall not be used in any way or form, edited or otherwise misconstrued.
- b) We shall not pass Data on to any other persons unless both parties have agreed, in writing only
- c) This agreement is subject to English law and any court action must be brought in the English courts.
- d) You have the right to refer certain disputes to our complaints manager or arbitration under Chamber of Commerce, IEEE's, ICTIS, H&S codes of practice.

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