

## General Terms and Conditions

### 1 INTRODUCTION:

#### 1.1 Purpose of Document:

The purpose of this document is to outline the general terms and Conditions offered by abc2xyz Limited to its clients.

#### 1.2 Definitions:

Supplier:	abc2xyz Limited
Company Number:	5290741
Registered Office:	30 Radnor Road, Weybridge, Surrey, KT13 8JU
Telephone:	01932 829189
E-Mail:	support@abc2xyz.co.uk
Client:	The Company, (via Authorised Representative) or Home User
Working Hours:	Working hours are 09:00 hrs to 17:30 hrs GMT, Monday to Friday, excluding UK Public Holidays.
Language:	Support Language is English.

### 2 THE CONTRACT:

#### 2.1 Acceptance

It is deemed that you have read, understood and agreed to these Terms and Conditions, if you ask for IT support from abc2xyz Limited, whether by phone, an arranged visit, e-mail or any other method.

#### 2.2 Abbreviations

For ease of reading the phrase abc2xyz, where used below, will always refer to abc2xyz Limited.

#### 2.3 Pay As You Go

abc2xyz works on a "Pay As You Go" basis, unless you choose to have a Maintenance and Support Contract – arranged separately.

## 2.4 Fees and Charges

The current Charges are published on our website at [www.abc2xyz.co.uk/costs.html](http://www.abc2xyz.co.uk/costs.html)

## 2.5 Service Provision

When ordering this service you are agreeing to the immediate provision of the service and you cannot cancel it under the Consumer Protection (Distance Selling) Regulations 2000. This service is not a substitute for you taking appropriate steps to maintain and safeguard your computer systems using regular backups, running up-to-date anti-virus products and adopting other relevant security and maintenance procedures.

2.6 In providing this service we will use our best efforts to provide remote and on-site support within the timescales agreed with you. However all dates and times are estimates and we cannot guarantee that we will meet them. If as part of this service you are required to install any software you agree to install and keep this software. If you refuse to install this software this may mean that we have to offer a reduced level of service or withdraw the service completely.

## 2.7 The Service

abc2xyz service gives you IT support in the following areas:

### PC Hardware:

- **Configuration**
- **Repairs**
- **Replacements**
- **Upgrades**

### Security:

- **Firewalls**
- **Anti-Virus**
- **Data Backups**
- **Data Encryption**

### PC Software:

We support major business applications in the following areas:

- **Microsoft**
- **Security**
- **Entertainment**
- **Graphics**
- **Video & Photography**
- **Accountancy products**
- **Loading & Reloading**
- **Configuration**
- **Training**
- **Upgrades**
- **Repairs**

### Advice & Help:

- **IT Architecture**
- **New Hardware Requirements**
- **New Software Requirements**
- **IT Projects**
- **Software Development**
- **Policies**
- **E-Mail**
- **Internet**
- **Network**

## 2.8 Service Delivery

The methods of support offered are:

- Site Visit
- Remote Control Software
- Telephone Help Desk Support

## 2.9 Your Responsibilities

This service is not a substitute for you taking appropriate steps to maintain and safeguard your computer systems using regular backups, running up-to-date anti-virus products and adopting other relevant security and maintenance procedures.

## 2.10 Timescales and Cancellations

In providing this service we will use our best efforts to provide remote and on-site support within the timescales agreed with you. However all dates and times are estimates and we will try, but cannot guarantee, that we will meet them.

## 2.11 Payment

Payment of invoices shall be made within 14 days of receipt, either by cheque or Bank Transfer, unless otherwise agreed in writing.

## 2.12 Goods Supplied

Where goods have been supplied they remain the property of abc2xyz Limited until the invoice has been settled. If the invoice remains unpaid for more than 30 days, abc2xyz reserve the right to take the goods back in to their ownership..

## 2.13 Software and Licences

The client will be responsible for all costs associated with Software and Licences. Where remote VPN support is required, any software enabling remote access and any licence fees for remote third party support/management software will be paid for by the client.

## 2.14 Travel

abc2xyz rates start from £45.00 per hour, plus VAT (where applicable). When we come to you; the rate includes our travel time i.e. from Weybridge High Street to you and return. If you are within 10 miles of Weybridge, we don't charge mileage.

If an overnight stay is required. The cost of this stay, including reasonable subsistence charges, is passed on to The Client at cost.

### 3 ARRANGING SUPPORT

#### 3.1 Service Specifics

Service calls can be placed in a number of ways:

- Call 01932 829189 (or mobile 07957 396696)
- Email support@abc2xyz.co.uk

#### 3.2 Working Hours

Hours of cover are 9:00 – 17:30 Monday to Friday (excluding UK public holidays)

Tasks outside normal office hours are by prior arrangement only and are billed at time and a half.

Work carried out on Sundays or on a bank holiday is billed at double time.

##### 3.2.1 Emergency Calls

In the event of an emergency call being placed, an abc2xyz engineer (or appointed contractor) will be made available to remotely diagnose the call within 4 working hours of the original call. This response time is given provided that remote access is available for our technicians.

If a site visit is required, abc2xyz will ensure that an engineer (or appointed contractor) is available within 8 working hours.

Emergency calls are classified as a server down or other pre-agreed elements listed in the service schedules.

##### 3.2.2 Non Emergency Calls

In the event of a non-emergency call being placed, an engineer (or appointed contractor) will be made available to remotely diagnose the call within 8 working hours of the original call. This response time is given provided that remote access is available for our technicians.

If a site visit is required, the timescale for the visit will be agreed mutually between abc2xyz and The Client on a call by call basis.

##### 3.2.3 Regular Visits

Regular site visits will be made on a pre-agreed arrangement and listed in the service schedules.

## 4 GENERAL

### 4.1 Access

You must give access at the time of the agreed visit. Failure to do so may result in us charging for the missed appointment.

### 4.2 Fixing a Fault

If a fault cannot be rectified on-site we will give you the option to have the fault rectified off site.

If any hardware requires repair we will provide you with a quotation to carry out this repair if it is an item that we can obtain parts for.

If we replace your main hard drive we will re-install the operating system and restore the latest backup provided that you have the relevant software licence key(s).

If your hardware is faulty and under warranty we will endeavour to liaise with the equipment manufacturer on your behalf. We will not repair any equipment under warranty

The price for this service does not include the cost of any parts, hardware or software that may be required.

### 4.3 You agree:

- a) to our engineers or approved contractor having remote access to your computer systems
- b) to install or allow us to install approved anti-virus protection to all systems (subject to any software licence fees)
- c) to have technical details regarding your systems recorded on our database
- d) to allow us to create any administration accounts that we may require

## 5 EXCLUSION OF CONSEQUENTIAL LOSS

abc2xyz will not in any circumstances be liable to the Client for consequential, indirect or incidental loss (including but not limited to loss of profits or lost sales) damage or expense howsoever caused.

## 6 CONFIDENTIALITY

Both parties to this agreement warrant that they shall keep confidential any information concerning the business affairs of the other.

7 **ENFORCEABILITY**

Should any clause in this agreement be deemed by a UK court to be unenforceable such clause or part shall be deleted without affecting the integrity of the rest of the Agreement, which shall remain valid and enforceable in accordance with its terms.

8 **ENTIRE AGREEMENT**

Both parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings except such as set down hereto. The parties further acknowledge that this Agreement supersedes, terminates or otherwise renders null and void any and all prior agreements or contracts. Clause headings are understood by both parties to be for guidance only and do not limit, condition or alter any individual clause.

9 **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed and construed in accordance with the laws of England and the parties to the Agreement submit to its non-exclusive jurisdiction. The place of performance of the Agreement shall be deemed in England.

10 **LANGUAGE**

This Agreement is prepared in the English language, which shall prevail over any translation in the event of a conflict of interpretation.