



Support Contract

| Client Details | |
|---|--|
| Name of Business: | |
| Site Address: | |
| Primary Contact Name: | |
| Primary Contact Telephone Number: | |
| Primary Contact Email Address: | |
| Accounts Email Address (if different from above): | |
| Contract Details | |
| Contract Start Date: | |
| Minimum Contract Term (if applicable): | |
| Number of Devices: | |
| Price per Device per month: | |
| Equipment List: | |
| Agreed response times (if any): | |
| Special conditions (if any): | |

By signing this Support Contract, electronically or otherwise, the Client hereby states that they wish to engage us to provide the Services as set out above, subject to our terms and conditions overleaf. Additional copies of our terms and conditions are available on request.

Signed: _____
For and on behalf of AM Network Solutions

Signed: _____
For and on behalf of the Client

Date: _____

Date: _____

Print name: _____

Print name: _____

These Terms and Conditions are the standard terms that apply to all Support Contracts entered into with us, AM Network Solutions, of 3 Tailby Avenue, Kettering, NN16 9FT, UK (“the Company”).

These Terms and Conditions apply to business Clients only – we do not provide our Services to consumers (as defined in the Consumer Rights Act 2015).

1. Definitions and Interpretation

- In this Contract, unless the context otherwise requires, the following expressions have the following meanings:

“**Client**” means the business detailed in our Support Contract to which the Services are to be supplied. Where any individual enters into the Contract on behalf of a business, that person confirms they have the authority to contractually bind and enter into the Contract on behalf of that business and the business shall be the Client in the context of this Contract;

“**Equipment**” means the computer hardware, devices and software which are to be maintained and supported by the Company as part of the Services;

“**Services**” means the IT support services to be provided by us to you as set out in our Support Contract;

“**Site**” means the location at which the Services are to be provided;

“**Support Contract**” means the legally binding agreement formed upon acceptance by the Client as detailed in clause 2 for our provision of the Services, which shall incorporate and be subject to these terms and conditions. Any prices specified in the Support Contract remain open for acceptance for a period of 30 days unless otherwise specified;

“**Term**” means the term of this Contract as defined in clauses 2 and 8.

- Unless the context otherwise requires, each reference in this Contract to:

- “we”, “us” and “our” is a reference to the Company and includes our employees, subcontractors and agents;
- “you” and “your” is a reference to the Client and includes your employees, subcontractors and agents;
- “writing” and “written” includes emails and similar communications;
- a statute or a provision of a statute is a reference to that statute or provision as may be amended or re-enacted at the relevant time;
- “this Contract” is a reference to this Contract and each of the Schedules as amended or supplemented at the relevant time;
- a Schedule is a schedule to this Contract;
- a clause or paragraph is a reference to a clause of this Contract (other than the Schedules) or a paragraph of the relevant Schedule; and
- a “Party” or the “Parties” refer to the parties to this Contract.

- The headings used in this Contract are for convenience only and shall have no effect upon its interpretation.

- Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. The Contract

- Any Quotation provided by us to you will remain open for acceptance for 30 days from the date the Quotation was provided.
- The signing of our Support Contract by the Client, electronically or otherwise, or the placement of an order, creates a legally binding Contract between you and us and includes the acceptance of these terms and conditions, which will apply between us.
- No terms or conditions stipulated or referred to by you in any form whatsoever shall in any respect vary or add to these terms and conditions unless otherwise agreed by us in writing.
- You are responsible for the accuracy of any information submitted to us and for ensuring that the Contract reflects your requirements. Our Support Contract is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect our order value, we reserve the right to make adjustments to it.
- Our Support Contract shall constitute our entire scope of works but shall be subject to amendment as detailed below.
- This Contract will commence on the Start Date specified and will continue in force for any minimum Term specified in the Support Contract unless it is terminated in accordance with clause 8.

3. Services

- We will organise an initial meeting with the Client in order to find out what the Client requires us to provide.
- We will supply the Services to the Client in accordance with the specifications set out in the Support Contract.
- All Services will be carried out during our normal business hours of 9am – 5pm, Monday to Friday excluding bank holidays in England, unless otherwise stated in the Quotation. Any works required outside of our normal business hours shall incur additional costs.
- Both Parties will be required to appoint a primary contact in relation to the Services and will endeavour to ensure continuity but shall have the right to replace any such primary contact as required.
- We will make all reasonable efforts to respond to support requests within any service level response times specified in the Support Contract but time will not be of the essence in the performance of these obligations. The initial response to such a request will be by an engineer who will investigate the problem by telephone or remotely.
- Requests which involve remote requests are actioned using remote software. You will be required to install such and provide us with full access to the Software and we shall uninstall the Software once the repairs have been completed.
- Requests which cannot be resolved by telephone or remotely may require further investigative work. The request may be escalated and an engineer may visit the relevant Site. On-site visits will only be provided within our normal business hours.

On-site visits where we have agreed to provide remote support only, or visits outside our normal business hours, will be chargeable.

- If we are required to take away devices for repair then these will be returned to you on a date that is agreed by you.
- We may work on Equipment away from the Site if we consider it necessary to do so. If we deem any Equipment to be beyond economical repair, we will provide you with a quotation to replace it. You can replace it with a suitable alternative from another supplier but please keep us informed in this event. If you do not accept our quotation or do not replace the Equipment, we reserve the right to terminate the Contract or exclude the affected Equipment from the scope of the Services.
- Where you are purchasing Equipment from us, we shall deliver on the agreed date and, where applicable, install the Equipment as agreed. The title in the Equipment shall only pass once we have received full payment for such, we shall be entitled to take back the Equipment should we not receive payment for such. Should you wish to cancel any purchased Equipment we reserve the right to charge restocking and administration costs.
- We make no warranty that any Equipment or Services provided by us will be uninterrupted or error-free, nor that any Equipment will be compatible with and/or work in conjunction with any other software or hardware used by the Client unless such other software or hardware has been agreed as compatible by the Company in writing.
- We may loan equipment to you at our discretion. We may also install our own equipment at the Site in order for us to provide the Services. Any such equipment will remain our property. You are responsible for any such equipment and will make payment to us in respect of any loss or damage to it from the time it is delivered to, or collected by you, until such time as it is returned to us, notwithstanding the termination of the Contract for any reason. Upon termination of the Contract in accordance with clause 8, you must return any loaned equipment to us at your cost, in the same condition it was provided to you, or reimburse us for any loss or damage to it, no later than 7 days from the date of termination.
- Where we are providing you with anti-virus and anti-spam protection under the Contract, we will use all reasonable endeavours to ensure it is kept up-to-date. However, we cannot guarantee that such protection will block all viruses or spam and you are required to remain vigilant at all times and to follow any guidance we and/or the software manufacturer may provide in relation to internet best practice. In relation to this clause 3.13, you are required to complete your obligations as detailed in clause 5 below.
- Where we are providing online backup, it shall be your responsibility to ensure you and your employees or agents shall follow any guidance we and/or the software manufacturer may provide, and to ensure no action by you or your employees or agents shall cause such backup to be disabled or stop working in any way. We shall hold no responsibility for the failure of online backup.
- We may provide you with such information and advice in connection with the Services and the provision thereof as you may, from time to time, reasonably require. However, we accept no responsibility for any actions taken as a result of such advice or recommendations, nor shall we be liable for any consequences should our professional advice not be taken.

4. Third Party Software

- If we are supplying you with third party software, this will be subject to the third party's separate terms and conditions, which we will make available to you. You will be bound by the third party's terms and conditions in addition to these Terms and Conditions, and they will be incorporated into the Contract by this reference.
- Where the third party imposes a minimum contract term within their agreement, you may only terminate this part of the contract in accordance with their termination provisions.
- We may invoice separately for third party software or hardware in accordance with their payment terms.
- If we are providing you with licences to use third party software, we will provide you with the number of licences you state you require. We cannot be held responsible if the third party carries out an audit and discovers you do not have enough licences. We are also not responsible for notifying you of licence expiry or renewal dates. We will not provide our support Services for unlicensed software.

5. Client's Obligations: You agree, where applicable, to:

- immediately stop the use of any faulty Equipment and report faults promptly to us, in any event within 24 hours of discovering the fault;
- allow us access to the Site or the Equipment at all reasonable times or provide us with such information and assistance in connection with the Services as we may reasonably require, within sufficient time to enable us to perform the Services in accordance with the Contract;
- act in accordance with any and all reasonable instructions issued by us in a timely manner in relation to the Services;
- consult with us in advance with respect to any new computer hardware, devices and/or software which you intend to procure where such hardware, devices and/or software is to be added to the Contract or otherwise ensure that any equipment purchased by you is compatible with the pre-installed Equipment;
- ensure operators and other staff using and maintaining the Equipment are properly trained to maintain and operate the Equipment within the standards as laid down by us and the manufacturer, and comply with our advice in connection with the use and operation of the Equipment;
- not allow any person other than us (or a person acting under our instruction) to interfere with, modify, repair, relocate or service the Equipment;
- virus-check all data and material supplied to us;
- keep secure from third parties any passwords issued by us to you;
- ensure passwords chosen by you and all of your employees, agents and subcontractors are suitably strong, containing a combination of letters, numbers and

- symbols, and are changed regularly;
10. obtain and maintain all necessary licences, permissions and consents in connection with the Services.

If you fail to comply with the above obligations, we reserve the right to terminate the Contract, exclude any affected Equipment from the scope of the Services or charge for costs incurred by us as a result of your failure, at our discretion.

6. Fees and Payment

1. You agree to pay the fees as set out in the Support Contract in accordance with these terms of payment. All prices specified are expressed exclusive of VAT, where applicable.
2. For call outs we will estimate the total number of hours which will be required and this will be invoiced at our normal hourly rate. Prices quoted based on an hourly rate shall be an estimate only, we shall notify you if our estimate is significantly incorrect and you shall be liable to pay the hours actually worked by us.
3. All invoices are payable strictly within 30 days of the date of invoice, in pounds sterling, without set-off, withholding or deduction.
4. In addition, you will be required to reimburse us for any additional Services we may provide at your request together with all actual, reasonable travel expenses, any incidental expenses for materials used and any third party goods and services supplied in connection with the provision of the Services.
5. If the number of devices increases from the number set out in the Support Contract, you must notify us immediately. We will adjust the pricing commencing from the date we receive this notification. If we discover the number of devices has increased and you have not notified us of this, we will estimate the number of months to which this increase applies and will adjust our invoice accordingly.
6. We provide most of our support on-site. If we arrange a visit to the Site which ultimately becomes wasted or non-productive then we reserve the right to charge for this visit. Where we are given less than 24 hours' notice cancellation, this shall be treated as a non-productive Site visit and shall be chargeable accordingly.
7. We shall be entitled at any time to increase our support fees under the Contract and in this event, will give you not less than 30 days' prior written notice.
8. Time for payment is of the essence of the Contract. If you fail to make payment in full by the due date then, without prejudice to any other rights which we may have, we shall have the right to suspend the Services (including any third party software included in the Contract, such as anti-virus software) and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7. Variation and Amendments

1. If you wish to vary the Services to be provided, please notify us as soon as possible. We will endeavour to make any required changes and any additional costs incurred as a result will be chargeable.
2. If, due to circumstances beyond our control, we have to make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.
3. Any agreed variation or amendment will be carried out in accordance with this Contract and any price increase necessitated as a result of an agreed variation or amendment will be payable in accordance with the terms for payment above.

8. Term and Termination

1. The Contract will come into force on the Start Date specified in the Support Contract and will continue for any minimum Term stated, subject to the provisions of this clause 8.
2. The Contract for any third party software will be automatically renewed on the same terms and conditions as set out in this Contract (with the exception of the price) on a rolling 30-day basis unless either Party terminates by giving not less than 30 days' written notice to the other.
3. We may terminate this Contract without liability to you by giving written notice if:
 1. any sum owing to us by you under any of the provisions of this Contract is not paid within 14 days of the due date for payment; or
 2. you demand services which do not form part of the Services and which are not covered by this Contract.
4. Either Party may terminate this Contract without liability by giving written notice to the other, if the other Party:
 1. commits any other breach of any of the provisions of this Contract and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice of the breach and requiring it to be remedied;
 2. goes into bankruptcy, liquidation or administration either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if the other party ceases, or threatens to cease, to carry on business.
5. For the purposes of clause 8.4.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
6. Upon termination of this Contract for any reason, any sum owing by either Party to the other under any of the provisions of this Contract shall become immediately due and payable.
7. Termination of the Contract, howsoever arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

9. Liability and Indemnity

1. Nothing in this Contract or these Terms and Conditions seeks to limit or exclude our liability in respect of death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability which cannot lawfully be excluded or limited.
2. Except as provided in clause 9.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special

or consequential loss, damage, costs, expenses or other claims (whether caused by our servants or agents or otherwise) in connection with the performance of our obligations under the Contract.

3. All warranties or conditions whether express or implied are expressly excluded to the fullest extent permitted by law.
4. In the event of a breach by us of our express obligations under the Contract, your remedies will be limited to damages, which in any event, shall not exceed the total fees paid by you under the Contract in the preceding 12 month period.

10. Intellectual Property

1. Subject to a written agreement to the contrary, we reserve all intellectual property rights which may subsist in the provision of the Services. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
2. Where software is provided, unless otherwise agreed in writing by the parties and provided payment is received by us in accordance with the terms of payment above, we will grant you a perpetual, non-transferable, non-sub-licensable licence in respect of the use of the software. You acknowledge that you obtain no ownership of any intellectual property rights in respect of any such software and that your use of any such intellectual property rights is conditional on us obtaining permission from the relevant licensor entitling us to licence such rights to you.
3. You shall immediately bring to our attention any infringement or suspected infringement of any of the intellectual property rights licensed hereunder of which you are aware and shall at our request take such action or assist us in taking such action as we may deem appropriate to protect the intellectual property rights.

11. Confidentiality

1. Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under the Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless required by law or unless so authorised by the other Party in writing.
2. You acknowledge and agree that in order to provide our Services, we will require access to your Equipment and may need to log in remotely. Any personal data will be kept confidential and will only be used in accordance with our rights and obligations under clause 12.

12. Data Protection

1. All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018.
2. We will not pass on your personal information to any third parties without first obtaining your express permission.

13. Force Majeure: No Party to this Contract shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

14. Assignment and Sub-Contracting

1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under the Contract, without obtaining your prior consent.

15. Non-Solicitation: Neither Party shall, for the Term of this Contract and for a period of 6 months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Contract, without the express written consent of that Party, nor solicit or entice away from the other Party any customer or client of that Party where any such solicitation or enticement would cause damage to the business of that Party, without the express written consent of that Party.

16. Waiver: No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. Entire Agreement: The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each Party acknowledges that, in entering into this Contract, it does not rely on any representation, warranty or other provision except as expressly provided in this Contract.

18. Third party rights: No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

19. Notices: Notices will be deemed to have been duly received and properly served 24 hours after an email is sent or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that it was properly addressed to the address provided, stamped and placed in the post and in the case of an email, that it was sent to the specified email address of the addressee.

20. Severance: In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

21. Law and Jurisdiction

1.

These Terms and Conditions and the Contract between you and us (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.
2.

Any dispute, controversy, proceedings or claim between you and us relating to the Contract or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England and Wales.