

## Cambridge Computer Support Terms and Conditions

Richard Alston trading as Cambridge Computer Support of St John's Innovation Centre, Cowley Rd, Cambridge CB4 0WS (referred to in this Contract as "C2S" / "we" / "us" / "our")

### Background

C2S agrees to provide computer services and or computer equipment and or web design and or internet hosting for the benefit of the Customer under the terms and conditions as set out below.

### Definitions

**Claim** means any cost, claim, expense, fines, penalties, judgments (including legal reasonable expenses), damage, loss, liability or rights of action;

**Consequential Loss** means (i) consequential or indirect loss under English Law; and (ii) loss and/or deferral of production, loss of product, loss of use, loss of revenue, profit or anticipated profit (if any), in each case whether direct or indirect to the extent that these are not included in (i) and whether or not foreseeable at the Contract Start Date;

**Fee** means the full price or fee for the computer services and or computer equipment and or web design and or internet hosting paid by the Customer to C2S;

**Customer** means the person or company who is paying for computer services and or computer equipment and or web design and or internet hosting to be provided by C2S;

**Customer Care** means our dedicated customer care department, contactable at St John's Innovation Centre, Cowley Rd, Cambridge CB4 0WS;

**Force Majeure** means any cause beyond the reasonable control of either party (including without limitation strikes and/or lockouts, labour disputes external to C2S, and compliance with any law or governmental order, rule, regulation or direction of governmental agencies) provided that a lack of funds shall not constitute Force Majeure;

**Terms** means the terms and conditions of the Contract;

**Working Day** means a day on which banks are open for business in England.

### Goods

Computer equipment hardware and software including but not restricted to third party software licence agreements, electronic sub-assemblies, replacement parts, cables, monitor screens, stands and televisions, pointers, keyboards, mice, ,Macs, PCs tablets laptops and any other type of computer system, phones, smart phones, network equipment, cameras and any other image acquisition devices, printers and any other output peripherals, data stores, network attached storage, storage sub-assemblies, disk controllers, cables, wire, wiring, power protection and power supply systems and sub-systems.

Consumables including but not restricted to batteries, ink, ink cartridges, toner, toner drums, paper, film, optical and magnetic media, flash, floppy, hard, solid state, hybrid and other disks and portable disks.

### Computer Service

Any work carried out on a computer or network system including software and hardware maintenance.

### Internet Service

Internet dependent services including but not restricted to websites, web hosts, broadband connections, email and all other internet service delivery, email servers and all other internet service servers for hire and/or purchase including domain names, domain name registration, and domain name transfer.

### Prices - Fees

All prices are subject to change without notice. Unless otherwise agreed in writing, all orders are executed subject to prices ruling at the date of dispatch and no price list of C2S whether published or not, shall effect the right of C2S to charge for goods in accordance with this clause. In the event of any variation or suspension of orders through the buyer's instruction or lack of instructions, prices may be increased to cover any extra expenses thereby incurred by C2S. Where applicable, Value Added Tax will be charged at the rate applicable at the date of invoice.

### Contract

A Contract is formed between C2S and a customer when a sale is made by C2S to a customer and is bound by the clauses in these Terms and Conditions.

**General**

The Customer acknowledges not relying on any statement, implied warranty or representation made by or on behalf of C2S, other than those expressly set out in these Terms.

If any provision of the Contract becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of the Contract shall not be affected.

If we fail to enforce, or delay in enforcing, our rights or remedies under the Contract, such failure or delay shall not operate as a waiver of that right or remedy and shall not prevent us from exercising that right or remedy in the future.

The Contract is not intended to be for the benefit of any third party and shall not confer any rights on any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**Value Added Tax**

Fees (and any other associated costs) are exclusive of VAT, which is payable by the Customer.

**Cancellation by C2S**

C2S reserves the right to cancel computer services and or computer equipment and or web design and or internet hosting for any reason without notice.

**Cancellation by Customer**

Acceptance of cancellation of an order shall be at the discretion of C2S and any such acceptance may be subject to payment by the buyer of a cancellation charge, representing C2S administrative costs involved. In certain instances where C2S has spent considerable effort in obtaining goods specially requested by the customer, C2S may decide at its discretion not to allow cancellation of such order.

**Data Protection**

In this clause, references to "personal data" and "data controller" are defined in the Data Protection Act 1998 (the Act). C2S shall comply with all relevant provisions of the Act.

In particular, to the extent that C2S acts as a data controller in respect of any personal data pursuant to these Terms, C2S shall only process such personal data to the extent necessary to enable us to fulfil our obligations under these Terms. Such processing, however, may include transferring this data to countries or territories outside the European Economic Area.

**Intellectual Property Rights**

All copyright, design rights and other intellectual property rights connected with computer services and or computer equipment and or web design and or internet hosting provided by C2S remain the sole property of C2S and the Customer shall not dispute the ownership of such rights.

**Force Majeure**

If we are unable to provide any computer services and or computer equipment and or web design and or internet services, by reason of Force Majeure, we shall be entitled to postpone or cancel delivery of it, or part of it. We shall use reasonable endeavours to reschedule to a mutually acceptable date if possible.

**Termination**

C2S may terminate any agreement with immediate effect if the customer materially breaches any of the provisions of these Terms and fail to remedy such breach within such reasonable period as C2S specifies. Upon termination, The Customer shall immediately pay to C2S in full any outstanding monies due pursuant to the agreement.

**Orders**

Orders for Goods, Computer Services or Internet Services sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred as a result of duplication of orders will be payable by the buyer.

### **Limitation of C2S' Liability**

The Customer agrees to defend, indemnify and hold C2S harmless against any Claim in respect of (i) any loss, damage or impairments caused to property belonging to or used by C2S or any of its directors, officers, employees, consultants, representatives, invitees, or agents ("the C2S Group"); and (ii) any personal injury, death or illness of any member of the C2S Group howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty by the Customer.

C2S will defend, indemnify and hold the Customer harmless against any Claim in respect of any personal injury, death or illness of the Registrant howsoever caused or arising in connection with the performance or non-performance of these Terms, notwithstanding the negligence or breach of duty of C2S.

Subject to the terms of this Clause, C2S' total cumulative liability to you in respect of any Claim arising from or relating to the performance or non-performance of these Terms shall be limited to the Fee.

Neither party shall be liable to the other for Consequential Loss. Any exclusion or limitation of liability under the Contract shall exclude or limit such liability not only in contract but also in tort or otherwise at law.

### **Complaints Procedure**

If C2S fails to comply with its obligations under agreement, the customer agrees to advise C2S in writing, marked for the attention of Customer Care, giving details of the reasons why the customer believes C2S has not complied with its obligations under the agreement. C2S shall acknowledge the customer's complaint in writing within fourteen (14) Working Days of its receipt and thereafter, reply to the complaint in full within thirty (30) Working Days of its receipt.

### **Applicable Law and Jurisdiction**

The Contract, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law and each of the Parties agrees that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract or its subject matter.

### **Privacy Policy**

We do not store credit card details nor do we share customer details with any 3rd parties.

### **Delivery**

Delivery dates are given in good faith by C2S to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the time stated. C2S will accept no liability for direct or consequential damage or losses arising from delay in delivery.

### **Title to goods**

C2S and the buyer agree that until C2S has received fully cleared payment for the goods:

- a) Ownership of the title to the goods shall remain with C2S and the buyer shall hold goods as a bailee and be fully accountable to C2S in respect thereof until such a time as payment in full has been received by C2S for all the goods supplied.
- b) As bailor of the goods, C2S, by its employees or agents, shall (without prejudice to the buyer's continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles wherein the goods, delivered to the buyer under this contract, or part of them together with any interest or any other sum payable in respect of goods under this contract, or part of them, are situated or are reasonably thought to be situated to retake possession of the same.

### **Carriage Charges**

Orders may be subject to carriage charges. These charges shall be announced at the time of sale and shall depend on the method of delivery and the destination of the goods being delivered.

### **Damage, loss in transit and shortages**

Any damage to goods in transit, or shortages, must be notified to the carriers immediately and to C2S within 24 hours of receipt in writing. Packaging and contents must be kept for inspection.

### **Compatibility**

Goods are not supplied on a trial basis except by exceptional agreement. Customers are responsible for verifying suitability and compatibility of equipment before purchasing it.

### **Third party software licences**

All software items supplied are subject to manufacturers' licensing agreements. If C2S enters into licence agreements on behalf of a customer the agreement and licence will be in the Customer's name. The Customer will be solely liable for any consequences of using any software licences or any consequences of installing any software. Any third party software licence agreement will be between the Customer and the software licensee.

### **Warranty**

- a) C2S will repair or replace, at its discretion, faulty goods. It will be the customer's liability to pay carriage charges for returning the goods to C2S's premises or charges to cover the cost of engineers attending the customer's site to remove equipment.
- b) All goods are covered by a 12 month repair warranty only from the date of purchase. All sub-assemblies that require fitting into other equipment are covered by a 3 month repair warranty, unless explicitly stated otherwise, provided the sub-assembly is correctly installed by a qualified technician.
- c) In cases where the equipment manufacturer offers on-site warranty, the buyer will be responsible for contacting the manufacturer or its agents directly to obtain the services required. C2S will not be held responsible for the failure of the manufacturer or its agents to carry out the necessary repairs. C2S will accept liability for defective goods only to the extent that C2S is entitled to make a claim under manufacturers' or publishers' warranties and obtain from the manufacturer(s) or publisher(s) a refund, credit, repair or replacement in respect of the defective goods.
- d) Non UK mainland. The customer will be responsible for all carriage and any customs charges required for the defective equipment to be repaired or replaced under warranty.
- e) Any special needs of the buyer from C2S must be indicated in writing indicating the precise specifications or standards the buyer requires.
- f) Damage caused to any goods returned which is due to poor packaging is the responsibility of the buyer.
- g) Excluded from the warranty are:
  - i) Parts of a consumable nature;
  - ii) Defects resulting from normal wear and tear;
  - iii) Defects resulting from operation outside the usage parameters stated in the operations Manuals (including burned monitor screens and incorrect input voltage);
  - iv) failure resulting from "viruses", "trojans", "worms", "hackers" or any undesirable or malicious abuse.
  - v) Malfunctioning caused by damage (even if accidental), including transit damage, the use of non-C2S parts, and service or modification by persons not so authorised by C2S ie unless explicitly stated otherwise for a specific sub-assembly and/or product etc.;
  - vi) Software, including pre-installed programmes. Software warranty is defined in the software publishers' software license agreements;
  - vii) Defects resulting from use of potentially hazardous software, accessories, media, supplies, consumables, or items not designed for use with the product;
  - viii) Where conditions at a customer's site represents a safety or health risk.

### **Consequential loss – limited liability**

C2S's liability will be limited to the value of the goods only and not for any consequential damages or losses howsoever caused. C2S shall not be responsible for damage to or loss of any data or programmes. C2S recommends that customers make back-up copies of all programs and data.

### **Consequential loss - misuse**

C2S will not accept liability for any misuse, tampering, abuse, fire, theft, accidental damage, surges, spikes or brownouts. This applies to all C2S services.

### **Consequential loss - data**

C2S will make every reasonable effort to protect your data. However, it is possible that data can be lost due to factors beyond C2S' control. The Customer, is responsible for backing up the Customer's data. C2S may back up Customer's data on request, if the system has the necessary components to do so already extant or by any other means available. C2S will not be held responsible in any way for lost data or any loss of revenue or income resulting from any data loss. The Customer understands that all data maybe lost during servicing and if it is not backed up that loss may be permanent. Data at risk includes any applications, apps or programs for which the Customer does not have a legal installation source. The Customer also acknowledges and agrees that during the course of any Computer Service, data (personal files) can become corrupt or unusable, in which case the Customer will not hold C2S responsible.

### **Bankruptcy**

In the event of the buyer committing any breach of contract with C2S or if any distress or execution is levied upon the goods of the buyer or if the buyer offers to make any arrangements with or for the benefit of the buyer's creditors or commits any act of bankruptcy, being a limited company has a receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, C2S shall thereupon be entitled without prejudice to other rights forthwith to suspend all further deliveries until the fault has been made good or to determine the contract or any unfulfilled part thereof, at C2S's option to make partial deliveries.

**Access**

C2S reserves the right to reject service to anyone at any time depending on the circumstances.

**Existing damage**

The Customer is required to let C2S or C2S technicians know of any existing damage. If you fail to do so C2S and C2S technicians will not be responsible for any further damage caused by not being aware of the existing damage.

Data backup, cloning, drive imaging, drive copying and data transfer depends on the condition of your disk and data integrity. Charges will apply for these backup services.

**Recurrence**

If the Customer's computer problem reoccurs subsequent to a service by C2S, or another problem occurs, this will be considered a separate issue, and if service is requested, the Customer will be charged Fees.

**Warranty**

The Customer will void the warranty if you or any other unauthorized person adds or removes any device from the network, removes our cables, change any settings in the network or moves any data jacks that we install. Refer to your service contract and/or invoice for warranty information.

On all computer repairs, upgrades and troubleshooting, C2S only warrants the Computer Service that was performed for a period of one month which does not include any software issues created and/or caused by the "end user" such as virus, spyware, tampering with the settings etc.

**Consent**

C2S will not knowingly do any work including supplying goods without your consent however computers can be complicated and resolving one problem sometimes requires resolving another related problem. Usually if C2S finds extra related issues with a Customers system besides what the Customer specifically requested, the Customer will be notified with an estimate before any such work is undertaken. If C2S deems that the related issue is comparable enough to be usefully indistinguishable from the reported issue C2S will continue with the work without seeking consent. Additional work will be done at normal C2S rates.

In cases where the arrangement has been made in advance of a purchase C2S will provide a 15 day return on hardware purchases with a 15% restocking fee. No returns are provided for Software purchases.

The customer agrees to pay any expenses, materials and labour. The customer agrees to these Terms and Conditions. The Customer authorises C2S to perform work on the Customer's computers, Macs, PCs, phones, smart phones, network equipment, cameras and any other image acquisition devices, printers and any other output peripherals, data stores, website, web host and network thereof or any other technical service.