

# 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 Strobe IT to its clients and from here on in will be known as "Company".

### 1.2 Company Details:

<b>Company Name:</b>	Strobe Technologies Ltd
<b>Trading Name:</b>	Strobe IT
<b>Registered Office:</b>	Quayside House, 5 Highland Terrace, Barrington Street, Tiverton. Devon. EX16 6PT
<b>Trading Office:</b>	17 Courtney Road, Tiverton. Devon. EX16 6EE
<b>Telephone:</b>	01884 664004
<b>E-mail:</b>	helpdesk@strobe-it.co.uk
<b>Language:</b>	Support Language is English

### 1.3 Communication:

#### 1.3A) Forms of Communication

*Company* operates two main forms of communication with its clients, these forms are but not limited to: -

- Helpdesk (CRM Service Utility called "osTicket" / "Service Desk")
- Telephone

#### 1.3B) Helpdesk Recording

As part of our support process all information is recorded about you and the issues you are having within our helpdesk system. This information is used in the following ways: -

1. Help us build a picture / history of the current job to help solve your issue(s)
2. Provide us with a business history allowing us to learn and support your environment better
3. Enable us to spot trends and supply fixes and FAQ's

#### 1.3C) Telephone Recording

All calls to and from *Company* are recorded for training and quality purposes, doing this allows us to: -

1. Monitor our quality of support
2. Provide staff with the right training
3. Help in dispute cases

#### 1.3D) Acceptance

By contacting *Company*, you confirm you are happy with the methods of communication we use and how we make use of them as stated above.

## 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 *Company*, whether by phone, an arranged visit, e-mail or any other method.

### 2.2 Pay As You Go:

*Company* works on a "Pay As You Go" basis, unless you choose to have a maintenance or support contract that has been arranged separately. The *Company* does not have any obligation to provide you with any support, maintenance, or other services.

### 2.3 Fees and Charges:

If you require a copy please contact *Company* directly via telephone or e-mail.

### 2.4 Service Provision:

2.4A) When ordering this service, you are agreeing to the immediate provision of the service and cannot cancel it under the Consumer Protection (Distance Selling) Regulations 2000.

2.4B) 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.

2.4C) 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.

2.4D) No service will be provisioned until the initial quote has been accepted and funds have cleared, see 2.7 for payment details. We understand in some situations a payment might not be possible if a financial system or the internet is down, and in these situations, we shall assess your case and possibly allow our normal terms for invoices if you qualify for this.

### 2.5 The Service:

A sample of services *Company* can give you are: -

#### PC Hardware

- Configuration
- Repairs
- Replacements
- Upgrades

#### PC Software

- Microsoft
- Security
- Entertainment
- Graphics, Video & Photography
- Accountancy

#### Security

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

#### Advice & Support

- IT Projects
- IT Architecture
- Hardware & Software Requirements
- E-Mail & Internet
- Network

For a full list of services please visit our website.

## 2.6 Service Delivery:

Support is offered in the following forms / methods:-

- On-Site Support
- Telephone Support
- Workshop Support
- Remote Support (Requires working internet connection)

## 2.7 Payment:

2.7A) All Pay As You Go (PAYG) clients will be provided a quote on the requested service based on the information provided and recorded within our helpdesk system. This quote will be our best efforts to be as accurate as possible to the costs involved; but this does not mean additional costs / charges will not be charged. Once payment of the quote is received we shall proceed to look at your issue.

2.7B) Additional costs and charges from a quote can include: -

- Hardware / Parts required to solve the issue.
- Additional Labour / Time required due to the issue being more complicated or different to originally quoted.

2.7C) Payment of invoices for additional costs see 2.7B shall be made within 14 days of invoice date, either by cheque or bank transfer, unless otherwise agreed in writing.

2.7D) All service agreements and rolling contract services have payments collected automatically via Direct Debit using the provider "GoCardless". If a Direct Debit is not setup or cancelled; we are entitled to stop / pause providing the service immediately with no refunds until either the Direct Debit is re-instated or the agreement cancelled as per it's terms.

## 3 Arranging Support:

### 3.1 Contact Details:

For contact details please visit the "contact" tab of our website.

### 3.2 Working Hours:

Hours of cover are 09:00 – 17:00 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 unless agreed beforehand.

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

### 3.3 Same Day / Emergency Calls:

In the event of an emergency call being placed, a *Company* 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 an On-Site visit is required, *Company* will ensure that an engineer (or appointed contractor) is available within 8 working hours.

### 3.4 Scheduled / Non-Emergency Calls:

In the event of a non-emergency call being placed, a *Company* 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 *Company* and the client on a call by call basis.

## 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 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 also quote for re-installing the operating system and restore the latest backup provided that you have the relevant software license 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 Goods Supplied:

Where goods have been supplied they remain the property of *Company* until the invoice has been settled in full (including any late fees). If the invoice remains unpaid for more than 30 days, *Company* reserve the right to take the goods back in to their ownership.

### 4.4 Supplier Warranty:

The Supplier warrants to the Purchaser that, at the time and place of delivery to the Purchaser, all Products will

4.4A) be fit for the purpose intended, merchantable, and free from all defects, and

4.4B) comply with all Laws relating to the production, distribution, and sale of the Products.

#### 4.5 Software and Licenses:

4.5A) The client will be responsible for all costs associated with software and licenses.

4.5B) *Company* provides software “as is” and does not provide any additional warranties for software, all warranties are provided by the vendor and that information can be found in the EULA of the software.

#### 4.6 Hardware:

*Company* provides hardware, this is provided “as is” and does not provide any additional warranties for hardware, all warranties are provided by the manufacture.

#### 4.7 You Agree:

4.7A) to our engineers or approved contractors having remote access to your computers systems.

4.7B) to have technical details regarding your systems recorded on our database.

#### 4.8 Warranty:

4.8A) **Workmanship Warranty.** *Company* warrants that work shall be delivered to a professional standard.

4.8B) **No Other Warranties.** Beyond the warranties provided in this Agreement, *Company* makes no other warranties. *Company* expressly disclaims any warranty of merchantability or fitness for a particular purpose.

### 5 Exclusion of Consequential Loss:

*Company* 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 sales) damage or expense however caused.

*Company* is not liable for failures in any of the supported applications and operating systems. We recommend that you perform regular backups as we cannot accept any liability for loss or corruption of your data.

### 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 constructed 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 Variation:

We may revise these T&Cs from time-to-time. The revised terms will apply to services & invoices from the date of the publication of the revised terms.

## 11 Language:

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