

1 Introduction

- 1.1 This Agreement is made between JamesCash.co.uk Ltd (hereinafter called "Company") and the Client (hereinafter called "Client"). This Agreement covers the supply of computer equipment, software, IT Design and Support and network installation as defined in any quotation provided by the Company to the Client ("Agreement").
- 1.2 The terms and conditions contained within this Agreement shall prevail over any terms and conditions of any purchase order issued by the Client.

2 The Client's Obligations

- 2.1 The Client shall allow the Company's representatives access to the Clients premises and computer systems and shall provide the Company with such information and details as are reasonably required by the Company to carry out its obligations under this Agreement.
- 2.2 The Client warrants that prior to any work commencing, computer equipment and previously installed software is fully operational and maintained in accordance with the manufactures recommendations.
- 2.3 The Client shall operate the computer equipment and software in accordance with the manufactures instructions.
- 2.4 The Client shall ensure that all personnel using any computer equipment and installed software are sufficiently knowledgeable and competent in the use of the equipment and software.
- 2.5 The Client shall ensure that there are adequate back up plans, restart procedures, checks for accuracy and security of data procedures for accurate licensing of software, together with other accepted procedures commensurate with managing computer systems and networks and the Client will further ensure that all such plans, procedures and processes are implemented and regularly reviewed.
- 2.6 The Client shall provide the Company with the original media on request to enable the Company to resolve issues relevant to the Clients installed software.
- 2.7 The Client shall be under a duty to ensure so far as is reasonable and practicable the health, safety and welfare at work of all of the Company's representatives who may be allowed access to the Clients premises pursuant to Clause 2.1 there under. The Company reserves the right to immediately withdraw and cease any work being undertaken at the Clients premises should the Company's representatives be of the opinion that their health, safety and welfare is being prejudiced or breached as a result of the Client failing to comply with any duty imposed upon it by any relevant law.
- 2.8 The Client shall dispose of all packaging rendered redundant following completion of the installation of any hardware pursuant to this Agreement.
- 2.9 The Client shall dispose of any old or used computers rendered redundant following any installation pursuant to this Agreement.
- 2.10 The Client will keep safe and secure any original software media together with the handbooks and manuals supplied pursuant to this Agreement.
- 2.11 The Client is responsible for obtaining and thereafter maintaining all relevant Licences required for the use of the software supplied under this Agreement.
- 2.12 The Client shall not install any additional software which may conflict with the software supplied under this Agreement or in any way interfere with the performance of the installation.

3 Additions

- 3.1 Additional work and services which are not defined within the quotation provided by the Company shall be charged at the Company's current rate, which may vary from time to time. These rates are available on request or may be provided as a courtesy on the quotation.
- 3.2 Additional work and services, but not exhaustive, shall include:
 - 3.2.1 Support requested by the Client that is in addition to the standard work schedule required to fulfill the Quotation;

3.2.2 Support and attempts to recover lost or corrupted data;

3.2.3 Investigation and diagnosis where the problem is attributable to equipment or software not covered by the quotation or installed by the Company;

3.2.4 Training and consultancy services save where these are to be provided pursuant to the quotation.

3.3 The Company's representatives to refuse to install, configure or otherwise work with unlicensed or illegal software.

4 The Company's Obligations

4.1 The Company's representatives will not remotely communicate with any of the Client's computers without prior authorisation from the Client save in circumstances where remote communication is covered by the quotation.

4.2 The Company's representatives will not download remove or copy onto any media any data that belongs to the Client unless authorised by the Client.

4.3 The Company's representatives will not peruse any of the Clients data unless authorised by the Client, and then only if perusal is necessary to carry out work on the Clients behalf.

5 Prices and Payment

5.1 Charges for equipment and software together with any relevant accessories necessary for the purposes of the installation supplied by the Company are payable before delivery.

5.2 Charges for installation and I.T support work necessary for the purpose of completion of the installation are payable immediately upon completion of the work.

5.3 In the absence of a signed contract, payment of the invoice will be taken as acceptance of the terms and conditions of this Agreement.

5.4 The Company reserves the right to withdraw its services if payment is not received at the appropriate time. The Client will remain liable for any payments due to the Company.

5.5 The Company reserves the right to charge the Client for any work carried out at the Clients request outwith the work schedule defined in the quotation.

5.6 Interest on overdue invoices shall accrue on any unpaid amounts from the date when payment becomes due at 4% per annum above HSBC Bank PLC base rate from time to time until the date of payment (a part of the month being treated as a full month for the purpose of calculating interest), to accrue both before and after any Judgement.

5.7 All invoices shall be discharged in full and the Client shall not make any deductions, set off or counter claim.

6 Intellectual Property

6.1 Both the Company and the Client acknowledge the intellectual property rights of the suppliers and manufacturers of the software and equipment supplied pursuant to this Agreement.

6.2 Where the Company is required to write, produce and author computer programs, sub-routines, and/or script for the purpose of the installation the intellectual property rights in such programs and sub-routines and scripts will vest in the Company in perpetuity.

7 Support

7.1 Where the Company is to supply training and support to the Client, the terms under which the training and support is provided will be contained within a separate service level agreement between the Company and the Client.

8 Ownership and Risk

8.1 The risk in any equipment supplied pursuant to this Agreement shall pass to the Client upon delivery at which time the Client shall become responsible for the safe keeping of such equipment and shall ensure that adequate insurance against damage or loss howsoever caused is implemented.

8.2 The Company are the owners of any of the equipment supplied hereunder (to include any software media, handbooks and manuals supplied) until the Company has been paid in full for the supply of such equipment or software pursuant to this Agreement.

9 Data Protections Act.

9.1 The Client agrees that the Company may place its name address and other information about the Client whether from the initial quotation or from some other data collection or sales process into its computerised directory for internal use only unless the Company receives the Client's specific written instructions and permission to use such information for external purposes.

10 Limits on the Company's Liability

10.1 In no event whatsoever shall the Company's liability, whether arising in contract or tort or otherwise, exceed the total sum of the quotation.

10.2 The Company will not be responsible for any consequential spoiling or loss of data, loss of profit, loss of good will or business opportunity or loss of use of computer or software.

10.3 The Company will not be responsible for charges incurred by the Client from third party software suppliers, telephone or internet service providers, or other service providers.

10.4 The Company will not be responsible for unauthorised access to the Clients computer system by way of modem, ADSL or cable broadband connection, terminal adapter, router or any other method of remote access.

10.5 The Company will not be responsible for the Clients personnel gaining unauthorised access to areas of the internet or other networks.

10.6 The Company will not be responsible for any element of the design, construction or inherent liability or suitability for the Clients requirement of any software in use on the Clients computers.

10.7 The Company will not be responsible for any policy changes, instructions, upgrades or limitations imposed by hardware or software manufactures that effect the on-going operation of the Clients computer.

10.8 The Company will not be responsible for any breach or failure caused or incurred by any third party software suppliers or companies to include either telephone or internet service providers or other service providers.

11 Miscellaneous Provisions

11.1 These terms and conditions shall be governed by English Law and the Client consent to the exclusive jurisdiction of the English Courts and in particular the Jurisdiction of the Birmingham County Court/Birmingham District Registry.

11.2 The terms and conditions of this Agreement will become effective from the date of signing any contract or quotation. In the absence of a signed contract or quotation, this agreement will be effective from the date of commencement of any work for the Client as specified in any quotation provided by the Company.

11.3 The Company may release or compromise the Client's liability under the Agreement or grant to the Client time or other indulgence without affecting the Client's liability under the Agreement.

11.4 If any provision contained with this agreement is held by any competent authority to be invalid or unenforceable whether in whole or in part the validity of any other provision of these terms and conditions and the reminder of the provision in question shall not be affected.

11.5 The Company shall not be liable for any failures or delays attributable to and caused by all circumstances beyond its control.

11.6 No variation of these terms and conditions shall be valid unless in writing and signed by both the parties hereto.

11.7 No third party shall be allowed to enforce any rights duties or obligations under this contract.

11.8 The Client must not transfer any of its duties or obligations under this Agreement to any other person or organisation without the prior written consent of the Company.