

# TELEPHONE & REMOTE SUPPORT CONTRACT

## TERMS AND CONDITIONS

OF

### PREMIER CASH REGISTERS LTD

#### 1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "The Contractor" means Premier Cash Registers Ltd;
- 1.2 "The Owner" means the company, firm or person who owns the Equipment;
- 1.3 "The Equipment" means all items of equipment as detailed in the support schedule or sales invoice;
- 1.4 "The Site" means the premises or site specified in the support schedule where the Equipment is located and used;
- 1.5 "Normal Business Hours" means 9am to 5pm Monday to Friday not including holidays.

#### 2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for telephone and remote support on the Equipment by the Contractor to the exclusion of all other terms and conditions referred to, offered or relied on by the Owner unless the Owner specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Contractor in writing.
- 2.2 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Contractor.
- 2.3 It is understood that all of the Equipment is located at The Site and is in good working order at the time that the support schedule is signed and that any problems have been reported in advance to the Contractor.
- 2.4 The Contractor will make every effort to rectify problems and faults on the telephone or remotely (where applicable). The Owner will co-operate fully with the instructions of the Contractor for this purpose. If required, call outs to the Site can be arranged by the Contractor during normal business hours. Charges will apply.

#### 3 CONTRACTOR'S OBLIGATIONS

In consideration of the payment, in advance, of the annual charges as detailed in the schedule or invoice, the Contractor agrees offer telephone and remote support where possible on the Equipment outlined in the schedule.

The Contractor will also carry out minor program alterations remotely (where applicable) or by telephone during normal business hours.

The Contractor will assist with Casio cloud suite and Samtouch Office related queries remotely (where applicable), by telephone and by liaising with the developers during normal business hours.

#### 4 COMMENCEMENT

The period of support shall commence from the 'Start Date' as shown on the support schedule or on the sales invoice and shall continue until the 'End Date' as shown on the support schedule or on the sales invoice.

## **5 OWNER'S OBLIGATIONS**

The Owner must:

- 5.1 use the Equipment in a competent and proper manner and not use the Equipment for any purpose beyond its capacity or intended purpose;
- 5.2 read any relevant operating and safety instructions supplied with the Equipment and only use the Equipment or fit any accessories in accordance with those instructions;
- 5.3 when informing the Contractor of any breakdown of the Equipment, inform the contractor of any related problem that may have affected or that may be currently affecting the working of the Equipment;
- 5.4 respond to all requests by the Contractor in an attempt to rectify any fault with the Equipment;
- 5.5 allow the Contractor access by remote to repair the Equipment;
- 5.6 ensure there is an unrestricted hard-wired broadband connection to the equipment to enable remote support. The Contractor cannot be held responsible for any delays to or failures of the support service due to the poor quality of the Owners broadband service.
- 5.7 make regular back-ups of the software. This is the responsibility of the Owner.

## **6 EMERGENCY OUT OF HOURS SUPPORT**

Outside normal business hours, complimentary **emergency** telephone support will be available from 5pm to 11.30pm on weekdays and from 8.30am to 11.30pm on weekends and holidays. Support will not be given during this time on any programming, Samtouch Office or Casio cloud suite related issues. The emergency support is available only to customers with a valid contract and can be accessed by dialing the Contractor's normal office telephone number.

If support is given outside normal business hours for equipment not under guarantee or to a customer without a maintenance or support contract, the Contractor reserves the right to charge at a rate per call of £45 + vat for the first 5 minutes, followed by £1 + vat for any additional minutes.

## **7 EXCLUSIONS**

- 7.1 This contract does not cover the cost of major program alterations. This contract covers minor program alterations that will be carried out remotely (where applicable) or by telephone during normal business hours at the discretion of the Contractor.
- 7.2 This contract does not cover the cost of labour to rectify faults or errors due to mismanagement of the Equipment by the Owner or interference by anyone other than an authorised representative of the Contractor.
- 7.3 This contract does not cover training.

## **8 CHARGING**

- 8.1 The annual charge must be paid in advance unless a direct debit authorisation for has been set up for payment to be taken in 12 interest-free monthly instalments, the first to be taken on the first day of the contract. Failure of a direct debit payment instalment will result in the contract being suspended. The direct debit instalment will be attempted again 5 days from the instalment failure. If unsuccessful, the contract will only be re-instated when the full balance for the year is received. Support undertaken while the support contract is not in place will be charged at the Contractors usual rates
- 8.2 The Contractor reserves the right to vary the price upon renewal.
- 8.3 All charges are subject to VAT at the current UK rate.

8.4 If the Owner has charges outstanding, the Contractor may, without affecting their legal rights, suspend its obligations to support the Equipment until the outstanding monies have been paid in full.

8.5 Payment of the annual charge, either in part or full, indicates that the Owner accepts these Terms & Conditions in full.

## **9 TERMINATION & RENEWAL**

9.1 The Contractor will not tolerate any abusive language or behaviour towards its staff while attempting to provide telephone support. If this arises, the Contractor will terminate the support immediately and notify the Owner in writing.

9.2 If the Owner defaults in the prompt payment of any sum due under this agreement or is in breach of any of the Terms and Conditions of this agreement, the Contractor shall be entitled to terminate the support contract immediately by notice in writing to the Owner. This clause shall not affect the right of the Contractor to recover from the Owner any monies due to the Contractor under this agreement or damages for breach thereof.

9.3 The Owner may terminate the contract at any time by giving notice in writing. However, the Contractor will not be liable to repay any monies received for the support contract.

9.4 A renewal invoice will be sent automatically at least 30 days before the 'End Date' specified in the maintenance schedule or on the previous support invoice. Unless payment has been received in full for the renewal invoice or a direct debit authorisation has been set-up, whereby the contract would continue for the period specified on the invoice, the support contract will terminate at the conclusion of the 'End Date'. If a direct debit authorisation is in place, the first of 12 monthly instalments will be taken on the first day of the renewal period stated on the invoice unless notice of cancellation by the Owner is received by the Contractor in writing.

If the contract is extended by payment of a renewal invoice then a renewal invoice will be sent every 12 months and payment in full before the end of the term or in instalments by direct debit will extend the contract further under the same terms and conditions.

9.5 If the contract has been terminated, the Contractor, at their discretion, may choose to re-instate the contract by either receiving payment in full of the original rate offered at renewal or receiving payment in full of a revised rate.

9.6 Payment of the annual charge, either in part or full, indicates that the Owner accepts these Terms & Conditions in full.

## **10 LIABILITY**

10.1 The Contractor shall not be liable for any loss or damage arising from any cause beyond its reasonable control.

10.2 The Contractor shall not be liable to the Owner or any third party for any indirect or consequential loss of profit or other economic loss suffered by the Owner howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

10.3 The Contractor shall not be liable to the Owner or any third party for any indirect or consequential loss of data suffered by the Owner howsoever caused.

## **11 SEVERANCE**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**12 GOVERNING LAW**

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

These terms and conditions have been adapted from an original document produced by [www.clickdocs.co.uk](http://www.clickdocs.co.uk)