

# TERMS AND CONDITIONS

## 1. Introduction

These terms and conditions and any “order confirmation” which incorporates a “support plan” and “equipment inventory” that we provide to you in relation to IT support services, together set out the contract between us. If there is any conflict between these terms and conditions and the order confirmation the latter will apply. In these terms and conditions, “you” means the person who is our customer, or if there is more than one person, those people who together are our client. Where the client is more than one person they will be jointly and severally liable for our fees. We will identify who our client is in the order confirmation. “We” means Optima Computer Centre Limited and its successors (also referred to as “Optima”).

## 2. Our Service to You

The contract between you and Optima starts on the date stated in the order confirmation. The contract lasts for a minimum period of one year and will automatically renew on an annual basis until it is ended by you or Optima in accordance with clause 2.2 or clause 8.

Subject to clause 8, either party must give the other party 30 days written notice (including by email) of its intention to terminate the contract prior to the anniversary of the date the contract started. Otherwise, the contract will remain in force and you will be bound by the terms and conditions of the contract. The contract between you and Optima, and all terms and conditions in this document remain in effect until such time as the written notice (including by email) of termination given by either party has elapsed.

## 3. Contract

Our role is to provide IT support services and IT software, in order that we can help you maintain and resolve any functionality issues relating to your IT software, hardware and equipment (the “IT support services”). We will be under no obligation to provide IT support services if you have not paid in full the value of the contract within the payment terms stated in the support plan.

## 4. Hours of Service

Following receipt of your request, we will provide IT support services as set out in the order confirmation between the hours of 0900 hrs and 1700 hrs Monday to Friday, excluding any public holidays and store closures during the December holidays in the UK.

### 4a. Service Level Agreement (SLA)

The Service Level Agreement (SLA) regulating user support is described below.

The SLA general terms are as follows:

Service Request: No time limits, via email, ticketing system, telephone;

Service Request Processing: within 4 business hours from service request;

Resolution: within 8 business hours from service request, except in the case of specific user requirements and subject to availability of materials and equipment, in 90% of cases;

In the event of repairs under warranty, the above time frames might be longer depending on the time required for repair by the supplier.

In order to optimise service response times and improve the quality of the service customer requests will be accepted via email, ticketing system or telephone. Please submit your request to: [support-team@optimacomputers.co.uk](mailto:support-team@optimacomputers.co.uk). Given the difficulty in filtering incoming spam messages, it is not possible to guarantee the processing of requests from all email addresses. In order to guarantee processing transparency, it is best to raise a ticket directly from the user portal to which we will supply the login credentials.

## **5. Your Contribution**

Whilst we offer an automated cloud backup service on some plans, you are also advised to carry out a full manual data backup regularly on all your IT software and hardware (not limited to the IT software and hardware listed in the equipment inventory). We accept no liability for any data loss in the case of software failure, internet connectivity issues, or absence of a regular manual backup. All your IT software and hardware must be licensed, used and maintained as prescribed by the manufacturers. You will provide us with full access to all equipment, IT software and hardware, working documents and current data backups to allow Optima to provide the IT support services. You will take all reasonable precautions to ensure the safety and health of our engineers while at your premises.

## **6. Payment & Fees**

You are ultimately responsible for the payment of our fees. In relation to the provision of IT support services, you agree to pay us the amount stated in the order confirmation and support plan for each year of service. In relation to the provision of IT support services provided out with the scope of the order confirmation and the support plan, you agree to pay us our standard hourly rate during our standard working hours if such services are requested. We will issue a separate invoice to you for such payment. All payments required to be made pursuant to these terms and conditions by either party will be exclusive of value-added or other taxes on profit, for which that party shall be additionally liable.

All payments required to be made pursuant to these terms and conditions by either party will be made within 30 days of the date of the relevant invoice or order confirmation, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withholding by law.

Optima will be entitled to recover from you any reasonable incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the IT support services.

Optima reserves the right to amend or vary the fee we charge you as stated in the order confirmation and support plan at any time to reflect any changes in your contract or changes to the provision of our IT support services (including, but not limited to, the equipment inventory, support plan, order confirmation or any increases in the cost to Optima of providing the IT support services). Any changes will be confirmed by Optima to you in writing (including by email) and will take effect from the date confirmation is sent to you.

## **7. Changes**

We can make reasonable changes to the contract and these terms and conditions between you and Optima at any time. All changes will be confirmed by Optima to you in writing (including by email) and will take effect from the date confirmation is sent to you.

## **8. Termination**

Optima may terminate the contract between us at any time if: -

You are in breach of any of your obligations under the contract; You have entered into liquidation (other than for the purposes of a bona fide amalgamation or reconstruction) whether compulsory or voluntarily or compounds with your creditors generally or you have an administrator, administrative receiver or receiver appointed over all or a substantial part of your undertaking or assets; You become bankrupt or shall be deemed unable to pay your debts by virtue of section 123 of the Insolvency Act 1986; You cease or threaten to cease to carry on business; or

Any circumstances whatsoever beyond our reasonable control necessitate and justify termination of the provision of the IT support services.

You and Optima may terminate the contract between us in accordance with clause 2.1.

## **9. Liability of Optima**

Our duty of care is to provide IT support services with reasonable skill and care. Nothing in this contract shall operate to exclude or limit our liability for death or personal injury caused by our negligence or for liability for fraud or fraudulent misrepresentation. Notwithstanding clause 9.2, we will limit all liability of whatever kind howsoever caused, whether or not due to our negligence or wilful default whether from the supply or use of IT support services or otherwise to an amount equal to the maximum sum actually available and paid under any policy of insurance which covers the circumstances and liability in question. In addition, we will under no circumstances be liable for any indirect or consequential loss whatsoever or howsoever arising as a result of the delivery of the IT support services, or any failure of all or part of the IT support services or otherwise pursuant to this contract including (by way of illustration only and without prejudice to the generality of the foregoing):

Any loss of profit, contract, or opportunity, whether due to a failure of the IT support services or otherwise and including any such loss arising from a loss, failure or corruption of data as a result of the provision of IT support services;

Any costs associated with the recovery of data or arising as a result of a failure of a computer system to perform as expected;

Any loss or liability attributable to obsolescence; or

Any economic loss suffered by you.

## **10. Confidentiality**

We will keep all information relating to your affairs confidential and we will not disclose your confidential information to others. If, on your authority, we are working in conjunction with other advisors instructed by you (either directly or through us), we will assume that we may disclose any relevant aspect of your affairs to them. We may also disclose information about you and your affairs to third parties if: -

You agree we should; It is within the scope of our instructions to do so; It is in accordance with our data protection policy outlined below; or

We are required to do so by law or by our insurers.

We have no obligation to disclose to your confidential information about other clients.

## **11. Data Protection**

In the course of providing IT support services to you, we may hold personal information about you, your officers and/or your employees. We will use such personal information to provide advice to you and for related services including updating and enhancing our customer records and analysis to help us manage our services. We may also pass your personal information to other people or organisations ("data processors") to carry out these activities on our behalf. If we do this, we will require those data processors to put in place appropriate measures to protect your personal information. We may from time to time use your personal information to contact you about products, services, events and updates which we believe may be of interest to you. If you would prefer not to receive such communications, please contact us.

## **12. Assignment**

You will not assign or otherwise deal with any benefit or liability under the contract without our prior written consent. We may assign or sub-contract the whole or any part of the contract without your consent.

## **13. Severance**

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

## **14. Intellectual Property Rights**

All intellectual property rights in or arising out of or in connection with the IT support services will be owned by us.

## **15 Governing Law and Jurisdiction**

English Law will apply to the contract between us and you agree that the English courts will have exclusive jurisdiction in the event that a dispute arises.