

Additional Terms and Conditions – IT Support

1. General

1.1. The terms and conditions set out in this Annex relate to our IT Support Plans and services and are in addition to our standard terms.

1.2. All definitions used in the main body of the standard terms apply to this Annex.

1.3. Any reference to a “clause” is to a clause of the Main Body Terms. Any reference to a “paragraph” is to a paragraph of this Annex.

2. The Service

(a) For so long as The Customer promptly fulfils its obligations under the terms their contract Teknicare Ltd agrees to maintain the Equipment in accordance with the recommendations of the manufacturer.

(b) Subject to Clause 2 (a) Teknicare Ltd. will during normal working hours (8.30-17.00) Monday to Friday excluding public holidays provide such service at the address shown.

(c) Teknicare Ltd. will also provide during the said hours such telephone and remote access support as may reasonably be required for the correct operation of the equipment.

3. Customer Care

The Customer shall:

(a) Use the equipment correctly in accordance with any instructions, use only supplies of the correct specification, and promptly and regularly carry out all operator maintenance routines in accordance with manufacturer guidelines.

(b) Not allow any person other than Teknicare Ltd. staff to adjust or maintain the equipment except for the maintenance routines provided for in Sub-clause (a).

(c) Notify Teknicare Ltd. immediately if the equipment needs maintenance or is operating incorrectly.

(d) Maintain the environmental conditions agreed with Teknicare Ltd. on installation of the equipment.

(e) Notify Teknicare Ltd. immediately in writing of any alteration addition or attachment to the equipment.

(f) Not remove any non-portable equipment without the prior written approval of Teknicare Ltd.

4. Exclusions

The service provided shall not include the following:

- Any pre-existing faults. We will carry out a health check on the relevant equipment and any faults found will be reported to the client. If required we can repair these faults prior to commencement of the agreement at our ad-hoc rates. We reserve the right to decline to cover any equipment we feel is unsuitable or beyond economic repair.
- Any issues caused by use of illegal or unlicensed software. This includes domestic software used in a business environment.
- Work associated with upgrading equipment, software or operating systems.
- Training (except Cyber Security training where specifically included with the package)
- The cost of any replacement hardware or software.
- Moving or relocating equipment.

- Damage caused by accident, misuse or malicious act (including, but not limited to, any Ransom-ware, Cyber, or other similar attack)
- Any and all direct or indirect costs, including third party claims, caused as a result of failure of items or loss of data covered by this contract.
- Work carried out whereby we have been misled by the client. Our Ad-hoc rates will apply to work necessitated due to misinformation provided by the client.

5. Call Authorisation

(a) The Customer shall appoint Authorised Personnel who shall be instructed in the use and maintenance of the Equipment.

(b) If Teknicare Ltd. is called to The Customers Premises without good reason or is unable to gain access to the equipment for any reason beyond Teknicare Ltd.'s reasonable control, Teknicare Ltd. reserves the right to charge for the call including travel and any out-of-pocket expenses (minimum £90.00)

6. Removal of Equipment for Repair

In the case of any maintenance, which cannot be carried out at The Customers Premises, Teknicare Ltd. will remove the equipment for repair off site. In the event that The Customer is at any time unwilling for the Equipment or any part to be removed for repair or reconditioning and Teknicare Ltd. considers that this is necessary then Teknicare Ltd's obligations under this agreement shall be considered fulfilled.

7. Access

Teknicare Ltd. staff shall have reasonable access to the Equipment. The Customer will at there own expense provide on the Premises such suitable space and facilities (including heat light ventilation and electric current outlets) as Teknicare Ltd. staff might reasonably require.

8. Confidentiality

Teknicare Ltd. its employees, servants, agents or sub contractors undertake to treat as confidential all and any information derived from or obtained in the course of work and to provide precautions to ensure that any such information is treated as confidential within the provisions of the data protection act 1998 and the General Data Protection Regulation 2018. Such information will not be disclosed to any third party other than that required by law to an appropriate body or law enforcement representative by order of the court.

9. Charges and Payments

(a) In consideration of service provided by Teknicare Ltd. the Customer shall pay to Teknicare Ltd. the charges specified.

(b) All charges become due and payable within fourteen days from date of invoice. Teknicare Ltd. reserves the right to charge interest on overdue amounts.

(c) All charges stated are shown exclusive of Value Added Tax.

10. Variation of Charges

Teknicare Ltd. may vary the charges payable at any time by giving the Customer 30 days' notice.

11. Additional Charges

In addition to the charges payable the Customer will pay for service at the rates currently charged by Teknicare Ltd. in respect of all repairs or maintenance undertaken at The Customer's request outside normal working hours or required by The Customer under Clause 4 above.