

4it Care Pack

Terms and Conditions



t: 0845 074 5717 - f: 0845 302 1923 e: info@icc4services.co.uk - w: www.icc4services.co.uk

ICC Managed Services Ltd. are an ISO20000-1:2005 accredited company

1. The Service

Under this Agreement, ICC Managed Services Ltd shall provide Corrective Maintenance on the equipment detailed in your 4it Care Pack.

1.1 Corrective Maintenance

- 1.1a** Corrective Maintenance shall be provided for the repair of faults that from time to time cause the equipment to malfunction.
- 1.1b** Upon receipt of a fault call to the Service Centre, ICC will make all reasonable endeavours to ensure the visit to Customer premises of an engineer within the agreed response time shown in Schedule.
- 1.1c** Upon arrival at Customer premises, the engineer will proceed with fault diagnosis and repair of the equipment; Subject to Customer consent, the engineer will continue working until the reported faults have been corrected.
- 1.1d** ICC will maintain the equipment in good working condition, repairing or replacing defective parts as necessary. Parts removed and replaced shall become the property of ICC and replacement parts shall become the property of the Customer unless the Customer shall request otherwise at the time of replacement..
- 1.1e** ICC will provide recommendations of any upgrades available which may enhance the performance of the current system.
- 1.1f** During this Agreement, ICC may request, upon 90 days written notice, the removal of any item of the equipment schedule provided that ICC can reasonably demonstrate that the item can no longer be effectively maintained due to excessive wear and tear or the lack of availability of spare parts.

2. Other Services

When the Customer requests service outside the provisions of this Agreement, ICC will use best endeavours to provide such service, subject to the Customer agreeing to pay additional charges which may arise.

3. Standard Equipment Covered

The standard 4it Care Pack covers the following items.

- 1 x System box to include MLB
- 1 x CPU
- 4 GB memory (extra memory can be added to the cover at the price of £10 per Gb)
- 1 x PSU
- 2 x system disk (max size 300Gb)
- 1 x CD/CD ROM drive

4. Additional Equipment

Additional equipment is not covered under the 4it Care Pack agreement. Please call 0845 074 5717 to discuss alternative hardware and software support options.

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5. Coverage

All UK Mainland, Northern Ireland and Eire are covered under the agreement.

NOTE: It is not possible to cover Northern Scotland or parts of Cornwall on a 4 hour response

6. Customer Obligations

The customer shall...

- 6.1** Report faults promptly to the service centre.
- 6.2** Provide to the engineer full and free access to the equipment for the purposes of performing the Service.
- 6.3** Make available to the engineer any items of consumable material that may be reasonably requested in order to perform the diagnostic tests.
- 6.4** Undertake not to relocate or reposition the central processing equipment without advising ICC in writing, prior to such activity taking place. If requested, ICC will undertake to carry out or supervise such work. A charge will apply to any work carried out by ICC. Contracted service will be suspended during such activity unless ICC has undertaken the performance of such work.
- 6.5** Ensure the equipment is cared for and operated in accordance with manufacturer's recommendations.
- 6.6** Take all reasonable precautions to care for and protect the removable magnetic media used on the system, as follows:
 - 6.6a** Observe correct handling and storage procedures.
 - 6.6b** Ensure adequate security copies are made of all programs and data used on the equipment.
 - 6.6c** Ensure regular inspection of removable media by ICC recommended agent or a reputable service company specialising in media maintenance.

7. Cover

As stated by the 4it Care Pack purchased

8. Charges

- 8.1** The Annual Charge as detailed in the schedule of this Agreement shall be invoiced in advance and will be due for immediate payment.
- 8.2** The Annual Charge shall be subject to the addition of VAT and/or other tax that Government legislation may apply.
- 8.3** The Annual Charge for the Service is fixed for 12 months from the date of commencement of this Agreement.
- 8.4** If payments due from the Customer are not paid within the terms agreed, ICC shall be entitled to suspend the Service until such payments are received.
- 8.5** The Annual Charge for Additional Equipment added during the term of this Agreement will be invoiced pro-rata up to the end of the current invoice period.

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9. Limitations of the Service

The following exclusions apply to the performance of the Service...

- 9.1** Corrective Maintenance repairs that are required as a direct consequence of neglect by Customer, accident, failure of air conditioning, failure of electrical supply, lightning strike, sabotage, fire, flood or any causes other than fair wear and tear.
- 9.2** Corrective Maintenance repairs as a consequence of unauthorized attempts by persons other than ICC personnel, to repair, maintain modify or remove the equipment.
- 9.3** Supply of consumables (including, Printheads, Laser Printer Drums and Fuser Units, Data Heads for Exabyte and DAT Tape Drives, LCD Screens and Batteries for Laptop and Notebook Systems) or cosmetic finishing of the equipment.

10. Limitation of Liability

- 10.1** ICC will indemnify the Customer in respect of claims for direct physical damage to Customer property arising as a direct result of the performance of its employees in the execution of this Agreement. This liability shall be limited to £1,000,000 for any one event or connected events.
- 10.2** ICC will indemnify the Customer in respect of claims for direct physical injury to, or the death of, the Customer's staff, where such is attributable to the negligence of ICC or its employees.
- 10.3** ICC shall not be liable for any loss of data howsoever caused.
- 10.4** ICC shall not be liable for any indirect or consequential damages arising out of its performance in the execution of this Agreement.

11. Personnel

- 11.1** All personnel required under this Agreement will be provided by ICC and will be facilitated by the use of its own engineers or those of a competent approved subcontractor.
- 11.2** The Customer will take all reasonable precautions to protect the health and safety of personnel provided under this Agreement including ensuring the presence of a representative of the Customer in the area where the equipment is operating during the performance of the Service.
- 11.3** Personnel provided under this Agreement will remain under the management and conditions of ICC
- 11.4** ICC shall take all reasonable precautions to ensure that its employees shall maintain complete confidentiality in any information or trade secrets of the Customer, its business or its clients of which they may become aware as a result of performing their duties under this Agreement.

12. Term

- 12.1** The term of this contract is fixed for a twelve month period.
- 12.2** This agreement can only be cancelled if either party is in breach of ICC Managed Services Terms and Conditions.

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13. Breach

If either party shall be in material default of its obligations under this Agreement, then such material default may be considered by the other party to be a Breach of Agreement if such material default shall continue for 30 days after receipt of written notice thereof. Failure to remedy such Breach of Agreement shall entitle the other party to terminate this Agreement upon 30 days written notice. Any outstanding sums due under the Agreement will become immediately payable.

14. Miscellaneous

- 14.1** This Agreement shall be governed by the Laws of England and both parties agree to accept the jurisdiction of the English Law Courts.
- 14.2** The terms and conditions of this Agreement shall prevail in the event that there is any variance with the terms and conditions of any order submitted by the Customer for the Service of the equipment.
- 14.3** The conditions of this Agreement shall prevail in the event that the Customer shall re-commence use of equipment within the Minimum Term of this Agreement, having previously given notice under clause 11 herein.
- 14.4** ICC or the Customer shall not be liable for any delays in meeting any of their obligations under this Agreement where such is due to causes beyond their reasonable control.
- 14.5** Either party may only assign or transfer this Agreement to a third party upon the prior written agreement between the parties.