

JFLS Limited

Terms and conditions for the supply of IT management services

1 The contract between us

- 1.1 This agreement is between JFLS Limited ('We', 'us' or 'our') and 'you' (or 'your') which is a reference to the person or entity to whom we are providing our services to and who is required to pay for the services we provide. Any reference to 'the parties' shall mean you and us.
- 1.2 We will provide you with the services as set out in the Service Letter sent to you with these terms and conditions ("the Services"). We shall provide the Services in accordance with the terms set out in these terms and conditions which form a legally binding contract between the parties.
- 1.3 You agree to be bound by all the provisions set out in these terms and conditions. Your continuing instructions in relation to the Services will amount to acceptance of these terms and conditions. Any additional request for services accepted by us is to be deemed to incorporate these terms and conditions.
- 1.4 No variation or amendment that you make to the terms and conditions shall be binding on us unless explicitly accepted by us in writing. We reserve the right to vary or amend the terms and conditions at any time and you will be given the opportunity to agree to any variations or amendments.

2 Pricing and payment obligations

- 2.1 The fees for the Services are detailed in full in the Service Letter and depend on the nature and extent of the Services that you have requested.
- 2.2 The fees detailed in the Service Letter are the best information as to costs we can give you on the basis of the information you have provided. It is essential that you provide us with all the information required to perform the Services at the outset of your instructions, and that this information is accurate. We reserve the right to vary the fees in the Service Letter and will inform you as soon as possible if we discover this information materially changes or is inaccurate or if the nature of your instructions materially changes.
- 2.3 You acknowledge that it is often difficult to provide accurate or exact fees, particularly at the outset of any matter. We therefore reserve the right to vary fees where necessary once we start providing the Services, but will inform you immediately if it is likely that further costs will be incurred so that you can agree these.
- 2.4 Where certain Services are charged on a time basis, we will detail the applicable hourly rate in the Service Letter, and any additional time we are required to spend on your instructions that are not part of the Services shall be conducted on that hourly rate.
- 2.5 The Services may include parts which will be completed or provided at different times. We therefore reserve the right to bill you for the parts of the Services that have been completed or provided even where others have not. Otherwise we will generally invoice you monthly, or at other regular time intervals that may be suitable given the nature and extent of the Services.
- 2.6 Subject to the Service Letter and any special terms agreed in writing between the parties, you shall pay our invoices in full within 30 calendar days of the invoice date. For late payments we reserve the right to make an additional charge which shall not exceed 8% above the HSBC Bank plc base rate on any sums outstanding from time to time and which shall not be notified to you.
- 2.7 We reserve the right to invoice you even where this agreement has been terminated (see paragraph 6.3).

3 Your further obligations

- 3.1 You shall co-operate with us in all matters relating to the Services. You shall provide us in a timely manner and at no charge, with access to your premises, office accommodation, data and other facilities and information as we reasonably require to perform the Services.
- 3.2 You shall provide us, in a timely manner, with instructions, information and materials necessary or desirable for us to provide the Services to you. You shall notify us promptly of any changes or additions to instructions, information and materials previously provided.
- 3.3 If the Services consist of installation of new equipment, you shall provide sufficient space for the new equipment to be placed or fitted, provide sufficient space to work, clear away any obstructions or items, retain the packaging and any other items (such as cables, manuals, CDs etc) that come with the new equipment, and provide any additional connecting cables where these are not supplied with the new equipment and where it is required to connect this to existing hardware or equipment.
- 3.4 If the Services consist of installation of software, you shall provide us with access to computers as required including passwords and usernames, and provide broadband or other internet connection and use of your email account where we need to communicate with the manufacturer or supplier of the software.
- 3.5 Before we provide the Services, you should:
- 3.5.1 make a back up of any data you have on your computer system or network;
 - 3.5.2 make a written note of any configuration settings or information stored on any equipment or computers;
 - 3.5.3 downloading any security and protection updates and any available virus checking and computer protection software.
- 3.6 Our recommendation to carry out the steps in 6.1 is because the Services may entail switching equipment on or off, upgrading or changing built-in software, or performing functions and/or running software provided by the manufacturer or supplier. In such instances, the effect of this may not be documented properly or at all by the manufacturer or supplier, the result of which may be that the equipment removes, deletes or alters any data or configuration present on the equipment.
- 3.7 We may have to obtain information from internet sites, send or receive emails or make telephone communications in order to provide the Services, and this will need to be done using your equipment and where required, you will be responsible for any telephone or other communication charges.

4 Our obligations

- 4.1 We shall use reasonable endeavours to provide the Services in accordance with the contract as far as reasonably possible. We shall use reasonable care and skill in performing the Services and use reasonable endeavours to meet any performance dates specified within the Service Letter, but any such dates shall be estimates only unless otherwise indicated.
- 4.2 If the Services consist of installation of new equipment, we will (as and where required) unpack the new equipment, connect the new equipment together, connect the new equipment to other existing hardware or equipment you have, check that the new equipment is operating by checking that it can carry out some of its basic functions, tune or configure the equipment, and install any required software to make the new equipment perform its basic functionality.

- 4.3 If the Services consist of installation of software, we will (as and where required) install the software onto a computer you have provided, register or validate the software with the provider or licensor of the software where necessary, and carry out basic configuration of the software to ensure that it operates.

5 Ongoing Support and Maintenance

- 5.1 The Services may include a support proposal for ongoing maintenance and support for a number of days in a year and at a specified cost ("the Support Proposal"). Alternatively, you may be a new client who has called on us to attend your premises to address a specific issue you are having in relation to your IT infrastructure, hardware or software.
- 5.2 On request, we will send a technician out to you who will endeavour to locate the problem you are having or advise you on certain solutions and, where a problem or solution is identified, either fix the problem or suggest solutions which you might adopt. It may not be possible for us (either immediately or at all) to identify the specific problems which are occurring and provide solutions for a number of reasons outside of the technician's control. Our work will be detailed on a Job Sheet, which shall include the time our technician took on your job, the action taken by the technician or the suggested action to be taken by you (whichever may be applicable) and our costs. You must sign the Job Sheet.
- 5.3 The Job Sheet will either form the basis of your invoice (if you are a new client or a client that does not have a support proposal for ongoing maintenance and support as part of the Services) or will be used to recalculate the number of available days left as part of the Support Proposal (if applicable).

6 Termination

- 6.1 Unless you request further services or provide separate and further continuing instructions in accordance with paragraph 1.4, this agreement between you and us for the provision of the Services ends on the completion of the provision of the Services.
- 6.2 Without prejudice to any other rights or remedies which the parties may have, either you or we may terminate the provision of all or any of the Services at any time by giving written notice to the other. We will not do this without good and substantial reason, such as:
- 6.2.1 you fail to pay any amount due under the agreement on the due date for payment and remain in default not less than 14 working days after being notified in writing to make such payment; or
 - 6.2.2 you fail to comply with your obligations under these terms and conditions to paragraph 3; or
 - 6.2.3 you repeatedly or materially breach any of the terms of these terms and conditions.

- 5.3 On early termination, by either you or us, you will remain liable to pay all fees and expenses incurred for those parts of the Services that are completed or provided before termination (which shall be calculated on the basis of the hourly rate provided in the Service Letter where applicable). Where this paragraph applies, we will invoice you in accordance with paragraph 2 and will provide you with our timesheet supporting our invoice. All our rights set out in these terms shall continue to apply even if we terminate the agreement.

7 Liability and exclusion

- 7.1 The Services are provided to and for the benefit of you and you alone. No other person or entity may use or rely upon the Services nor derive any rights or benefits from them. We alone will provide the Services and you agree that you will not bring any claim whether in contract, tort, under statute or otherwise against any individual, officer, employee or director in relation to the Services.

7.2 We shall not be liable for:

- 7.2.1 any indirect loss or damage or any loss of profit, income, production or accruals arising in any circumstances whatsoever, whether in contract, tort, under statute or otherwise, and howsoever caused (including but not limited to our negligence or non-performance); or
- 7.2.2 any failure to deliver the Services or any delay in doing so caused by any event or circumstance beyond our reasonable control;
- 7.2.3 any loss, damage, cost or expense arising from any breach by you of this agreement with us; or
- 7.2.4 any advice given or action taken to you by any third party or sub-contractor (whether or not nominated or recommended by us); or
- 7.2.5 any goods or information provided by a third party or sub-contractor which proves to be inaccurate.

7.3 The parties agree that you are the best judge of the value and importance of the data held on your computer system, and you will therefore always be solely responsible for:

- 7.3.1 instituting and operating all necessary back-up procedures, for your own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reasons; and
- 7.3.2 taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason

and we shall not have any liability in this respect.

7.4 We shall only be liable to you where such liability arises for fraud or from our negligence resulting in death or personal injury, or where law or regulation prohibits the exclusion of such liability. Our maximum public liability in this respect shall be £5 million.

7.5 Where the Services includes any provision by a third party (including (but not limited to) hosting, online services, software or programs provided a third party) then we shall have no liability or obligation to you for that part of the Services being provided by a third party and you must contact the third party provider and rely on their terms of service.

7.6 We will use reasonable endeavours to meet any dates and times for delivery of the Services that are detailed in our Service Letter or that we may inform you of from time to time however time shall not be of the essence. We shall have no liability to you for any failure to deliver the Services or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our direct or indirect control.

8 Supply of Goods

8.1 The Services may include the ordering by us as your agents of certain goods on your behalf (for example, computer equipment or hardware) ("the Goods"). Details of the Goods being ordered on your behalf and the associated costs shall be detailed in the Service Letter.

8.2 You are providing us with your express specific authority to act as your agents to order the Goods on your behalf and we shall have no liability to you in relation to the effectiveness or quality of the Goods. The Goods that we so order on your behalf may be subject to the manufacturer's warranty and/or the supplier's

terms of business, and you will need to return them to the manufacturer or supplier or to a specialist repairer if they become damaged, defective or faulty.

8.3 Where the Services include ordering Goods on your behalf, we will require payment in advance so that the Goods can be purchased and paid for on your behalf.

8.4 Where the Services include installing the Goods, or where the Goods are delivered and damage or fault or defect are noticed by you within 14 days of delivery, we agree to you sending us the Goods (or making them available for delivery) so that we can take steps to contact the supplier or manufacturer on your behalf to facilitate an exchange of the Goods or repair of the Goods and in doing so you are providing us with your express specific authority to do so. However this is strictly subject to the manufacturer's warranty and/or the supplier's terms of business and we accept no personal responsibility for replacement or repair of such goods.

9 Equipment, Parts and Replacements

9.1 If in our opinion any part of the Services which involves maintenance of equipment can no longer be economically maintained by the provision of replacement parts, then we reserve the right to delete this part of the Services being provided to you that are rendered inoperable as a result. We may, subject to your agreement, replace this equipment at an agreed cost and/or an additional maintenance charge.

9.2 Where we supply replacement equipment and/or parts, these replacements shall become your property and the parts removed to be replaced shall become our property unless the parties agree in writing otherwise.

10 Credit reference checks

By accepting these terms and conditions you give us express permission to carry out credit reference checks on you.

11 Confidentiality

Both parties agree to keep in strict confidence all technical or commercial know-how, processes or initiatives which are of a confidential nature and have been disclosed to the parties as necessary for the provision of services, and any other confidential information concerning the parties' businesses or its employees, contractors or workers which they may obtain.

12 Interpretation and general clauses

12.1 These terms and conditions together constitute the whole agreement and supersede all prior arrangements, understandings or agreements relating to their subject matter between the parties.

12.2 These terms and conditions apply to both you and your employees, agents or suppliers. Breach by any of those said persons of these terms and conditions shall constitute a breach by you.

12.3 These terms and conditions shall not constitute a partnership or joint venture of any kind between the parties.

12.4 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 contract and the remainder of the provision in question shall not be affected.

- 12.5 The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.
- 12.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person who is not a party to this Contract (other than a successor in title to one of the original parties) shall be entitled in that person's own right to enforce any provisions of this contract pursuant to the provisions of the said Act
- 12.7 A waiver of any of our rights is only effective if it is in writing. A failure or delay by us in exercising a right or remedy shall not constitute a waiver.
- 12.8 Condition headings do not affect the interpretation of these terms and conditions.
- 12.9 Words in the singular include the plural and in the plural include the singular and words denoting a gender include all genders.
- 12.10 JFLS Limited is a company registered in England and Wales under company number 03089528 whose registered office is at 1 Kilmarsh Road, London, W6 0PL. Our trading address is 7 Stratford Way, Bricket Wood, St Albans, Hertfordshire, AL2 3PB.

Signed on behalf of JFLS Limited

..... Dated:

I/We confirm my/our agreement to these terms and conditions

..... Dated: