

GBS Terms & Conditions for Computer Equipment Support

These terms are a simplified version and supplemental to our Standard Terms and Conditions Part 2 which should also be read.

1. THE CONTRACTED SERVICE

1.1 In providing the contracted service Gower Business Systems Ltd (GBS) will use reasonable endeavours to manage and maintain the equipment scheduled in good operating condition in accordance with the manufacturer's specification and recommendations.

1.2 GBS, unless otherwise agreed, will use their best endeavours to respond to any logged calls within the response time of 8 working hours by telephone, remote access or site visit but this is not guaranteed. Priority is given to calls in relation to their effect on a company, department or individual.

1.3 The agreement will cover any number of emergency calls, all labour, travel & fares in the South Wales Region related to the equipment covered in the contract. Travel outside South Wales will be charged at 35p per mile plus reasonable accommodation & subsistence costs if necessary.

1.4 The services provided under this agreement will be provided during Normal Business Hours (meaning between 9.00 hrs and 17.00 hrs Monday to Friday excluding statutory and bank holidays). If the customer requires services to be provided outside of Normal Business Hours and GBS agrees to provide such services then the cost of supply of these services is not included in this Support Agreement and will be charged for and invoiced separately. The Customer agrees to discharge such invoices within 30 days of receipt of the same.

1.5 GBS may at its discretion and availability temporarily provide a unit in substitution for any part of the hardware which has failed or is malfunctioning.

1.6 Server Support

1.6.1 GBS will only support current Operating Systems and Software that is still supported by its Vendor. Including: Microsoft Server, Exchange, Terminal Services, SQL Server.

1.6.2 GBS will provide hardware fault diagnoses and repair including parts for the first 4 years of its life.

1.6.3 GBS will provide Server Management; including user maintenance, internal e-mail support, backup support.

1.6.4 Server network connectivity diagnoses; connection from the Server to the network equipment.

1.6.5 GBS will provide Proactive Remote Monitoring service on the server if the Proactive Service is taken out with the contract.

1.7 PC/Workstation Support

1.7.1 GBS will only support current Operating Systems and Software that is still supported by its Vendor. Including: PC Operating Systems and Microsoft Office.

1.7.2 GBS will provide hardware fault diagnoses and repair including parts for the first 4 years of life (excluding laptop parts).

1.7.3 GBS will provide Proactive Remote Monitoring service on the PC if the Proactive Service is taken out with the contract

1.7.4 PC network connectivity diagnoses; connection from the user's workstation to the network/servers where a contract has been taken out for the user's PC.

1.7.5 GBS will provide PC Management; including user maintenance, e-mail support to Providers equipment/access point.

1.7.6 PC reconfiguration due to hardware or operating fault.

1.7.7 Anti-virus reconfiguration (Bit defender & McAfee only) if supplied by GBS.

1.8 Printers

1.8.1 GBS will provide hardware fault diagnoses and repair including parts for the first 4 years of its life.

1.8.2 Printer reconfiguration to Pc or network

1.9 Network & Communications Equipment

1.9.1 GBS will provide hardware fault diagnoses and repair including parts for the first 4 years of its life.

1.9.2 Device reconfiguration in the event of failure.

2. ASSIGNMENT

2.1. GBS may by prior notice to you, assign the whole of the benefit and burden of this support agreement to any other organisation or person who in our reasonable opinion is capable of carrying out its terms.

3. RESPONSIBILITIES OF THE CUSTOMER

3.1 The Customer shall ensure that the equipment is kept and used only by competent personnel in a normal and proper manner and in accordance with the recommendations of the manufacturer and or GBS.

3.2 The Customer shall give GBS full and unrestricted access during normal working hours to inspect and maintain the equipment and shall provide safe and suitable working conditions in each location for GBS service engineers.

3.3 The Customer shall maintain a back-up record of data adequate for its needs; should any data held in the equipment be lost or corrupted it is the customer's responsibility to provide backup data for restoration.

3.4 The Customer shall ensure that proper environmental conditions are maintained for the hardware to the manufacturer's recommendations and shall maintain in good condition the accommodation of the hardware, the cables and fittings associated therewith and the electricity supply thereto.

3.5 The Customer shall ensure that no alterations, repairs, maintenance or adjustments are made or attempted to be made to the equipment other than by a GBS Engineer.

3.6 The Customer shall not make any addition or any modification to the hardware without GBS prior written consent. Such consent shall not be unreasonably withheld.

3.7 The Customer shall not move the hardware nor remove the hardware from the installation site without GBS prior written consent.

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3.8 The Customer shall make available to GBS such programs including releases and updates, operating manuals and information as may be necessary to enable GBS to perform its obligations hereunder and shall if requested by GBS provide staff familiar with the Customer's programs and operations, which staff shall upon request provide written descriptions of any failure or malfunction and co-operate fully with GBS personnel in the diagnosis of any malfunction of the hardware including the performance of such tests as GBS personnel may require.

3.9 The Customer shall make available to GBS free of charge all facilities and services reasonably required by GBS to enable GBS to perform the services.

3.10 The Customer shall at all times keep a record of all Assets; hardware and software used in a form to be approved by GBS and allow GBS to have access to such record at all reasonable times.

4. ELIGIBILITY FOR SUPPORT

4.1 In order to be eligible for support under this service agreement, the system must: -

have been installed by GBS and be unmodified, properly maintained and operated according to GBS specifications and must be in good operating condition.

or have been purchased from a reputable manufacturer or authorised agent less than three months prior to placing under the service agreement.

or have been inspected by GBS Engineers and agreed to be in good working order.

4.2 If the system does not meet the above criteria GBS may examine and test the system to ascertain its eligibility for support prior to the provision of the service. If the system is ineligible for support or is not operational at the time of commencement of this agreement, any reasonable repairs, modifications and adjustments which GBS determine to be necessary shall be made by GBS and charged to the customer at GBS current time and materials rate.

5. EXCLUSIONS

5.1 The obligation on the part of GBS to provide the services shall not apply where: -

- (i) Modification to the hardware, the software, the firmware or related documentation has been made by anyone other than GBS.
- (ii) Hardware not approved by GBS has been attached to the system.
- (iii) The system has been used outside the specifications laid down.
- (iv) The customer has failed to notify GBS of any defect or suspected defect in the system as soon as reasonable the same comes to the knowledge of the customer.

5.2 For the avoidance of doubt, the services do not include the following non-exhaustive list of items: -

- (i) Electrical work external to hardware including network cabling. External Leads, cables and plugs.
- (ii) Work requested by the customer for rearrangement including without limitation providing additional wiring, moving cabling, relocating the hardware or repairing a previously prepared site to make it operational.
- (iii) Adding or removing accessories, attachments or other devices.
- (iv) Refurbishment or repair of the hardware casing
- (v) The provision of consumable items or such other items whose serviceable lives are defined by the original manufacturer of the equipment by reference to the volume or amount of usage of the

equipment.

(vi) The repair of damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning, humidity control, non OEM consumables, telephone line failure, failure of foreign interconnecting equipment, operator error or causes arising other than as a result of ordinary use.

(vii) The maintenance or support of software, including PC operating systems:

Windows Versions 3 to 7, XP, Vista, Millennium edition, or Microsoft Office products no longer supported by Microsoft.

(viii) Software or Hardware fixes or services designed to make systems Year 2000 Compliant

(ix) Problems caused by Viruses, worms, spy ware, ransom ware or other malicious attacks.

(x) External e-mail problems i.e. with BT or other 3rd party e-mail providers.

(xi) Mobile telephone support.

(xii) Printer consumables such as Ink, toner and maintenance kits.

5.1 GBS shall have no obligation to provide the services outside GBS normal business hours specified in Clause 1.4 unless otherwise specified in writing.

5.2 Gower Business Systems accepts no responsibility for the loss of data due to backup failure. It is the customer's responsibility to ensure their backups are taken and verified.

5.3 Gower Business Systems accept no responsibility for the loss of e-mails, faxes or loss of business due to the loss of e-mails or faxes whether transmitted or received.

6. PAYMENT

6.1 Without exception, payment of the contract is due in advance of the service.

Payment may either be paid annually or monthly. A monthly payment can be arranged by D.D. or St. Order with an additional 6% admin fee. This additional fee is waived for a 3-year contract. All contracts are annual even when paid monthly.

6.2 Full or partial payment shall be deemed as an acceptance of the contract terms for 12 months.

6.3 GBS shall be entitled to suspend provision of any Hardware or Software support services in relation to this contract or any other contract between the Company and GBS for the provision of such support services unless and until the Company pays in full such sum as is outstanding. The Company agrees that it will not be given credit for any period of suspension so that the period of suspension will not be added to any suspended agreement after the default has been made good and there will be no reimbursement of any payment made by the Company in respect of such support in respect of any period of suspension occasioned by the Company's failure to pay sums on their due date for payment.

7. TERMINATION

7.1 The contract will be continuous i.e. roll over to the following year unless termination is received in writing a minimum of 30 days prior to the end of the then current contract period of 12 months.

7.2 Unless agreed with the Administrator, The Contract will automatically terminate if the customer is placed in administration or receivership.