

The IT Factory – IT Support Terms and Conditions

Definition of Terms:

Client is herein referred to as “The Customer”

The IT Factory with whom The Customer has awarded the contract to is herein referred to as “The IT Factory”.

These Terms are effective from the date of first invoice from The IT Factory, payment or part payment of which denotes full acceptance of these Terms by the Customer.

1. This contract commences on the TBC and will continue thereafter unless terminated by either party in writing giving 30 days notice.
2. In these Terms, “normal office hours” means the hours from 9:00am to 5:00pm, Monday to Friday except public and bank holidays. The IT Factory will respond to problems as per Service Levels outlined.
3. This contract covers all The IT Factory labour for the Enhanced Support Package on the Customer's equipment in the “Equipment Schedule”, which is attached hereto and incorporated fully herein by this reference. The equipment will only be bound to this contract subject to The IT Factory asset management. Any hardware not identifiable by asset tag/id will not be covered.
4. This contract does not cover maintenance made necessary by equipment failure due to unfavourable conditions, misuse, surges, lighting, fire, flood, theft, rodents and other pests, vandalism, acts of God, infection by virus, or the unauthorised repair or alteration of the equipment by anyone other than a The IT Factory representative.
5. The network cabling infrastructure, parts obtained from third party companies and consumable items such as printer toner cartridge, UPS batteries, fusing units and DAT/TAPE media are not covered under this agreement.
6. Any service undertaken outside of normal office hours(as described in paragraph 2) will not be covered under this contract unless otherwise agreed.
7. Any additional hardware or software purchased through The IT Factory will be automatically added to the Equipment Schedule and the annual maintenance adjusted accordingly.
8. Any and all amounts due hereunder shall be paid within seven (7) days of the invoice date. Any amounts not paid when due shall bear interest at the maximum interest rate permitted by law until such amounts are paid in full. The IT Factory reserves the right to withdraw or defer services until any outstanding payment is received.
9. Title to hardware and software supplied by The IT Factory shall not pass to the Customer until the purchase price, and any other sums that are due from the Customer, have been paid in full.
10. The IT Factory shall not be liable for any damages in connection with or as a consequence of the repair or servicing of any equipment, including but not limited to: loss of profits or revenue, data loss, or loss of use of equipment or other down-time costs. Without limiting the generality of the foregoing, because the equipment requires set-up or servicing from The IT Factory, and there is risk of data loss, the Customer is fully responsible for the creation and storage of all backup data.
11. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected including Disruptions in service caused by one or more of the following: Server Failure, Data Loss, Disruption or damaged caused by virus infections, Damaged caused by un-authorized intrusion.
12. This contract will not become effective until any equipment not supplied by The IT Factory has been examined by The IT Factory and certified to be in good working order.
13. This contract contains the entire understanding between the parties and supersedes any prior understandings and agreements between them, either written or oral, respecting the subject matter of this contract.
14. This contract shall be binding upon the heirs, executors, administrators, successors and/or assigns of the parties hereto.
15. If any provision of this contract or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this contract or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
16. Only writing executed by all the parties hereto may amend this contract.
17. No party hereto shall assign or otherwise transfer any right or obligation hereunder without the written agreement of all the parties hereto. Any assignment or other transfer in violation of this section shall be null and void.

18. This contract may be executed in several counterparts and all so executed shall constitute one contract, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.
19. Each party to this agreement undertakes that, without prior written approval of the other party, it will not offer employment tot employees of the other party, nor will it directly or indirectly induce employees to terminate their employment with the other party.
20. The Customer will appoint a person to act as its representatives for the purposes of the contract whose responsibility will include authorisation of work on Customer's premises.
21. The Customer will take all reasonable precautions to ensure the health and safety of the Service Provider's employees whilst on Customer Premises
22. Where network communications permit the Customer will be responsible for providing hardware and software for remote access to enable remedial work without the need of a visit.
23. The IT Factory will enforce and maintain customer confidentiality at all times and will not disclose any non public information about the customer to any 3rd parties. The IT Factory acknowledges that all information, files, knowledge or any other data in respect of the customers IT infrastructure or business whilst engaged under the terms of this agreement will be treated at all times as strictly confidential.
24. In the eventuality that a piece of software or hardware maintained becomes worn beyond repair or the manufacturer is unable to supply parts or technical information or fixes, then The IT Factory reserves the right to withdraw the services on the piece of software or hardware affected unless the Customer initiates replacement, refurbishment or upgrade as per The IT Factory recommendations.