

Support contract terms and conditions



Table of Contents

1. Definitions and interpretation.....	3
2. Commencement and duration.....	4
3. Supply of services	4
4. Preventative and emergency hardware maintenance	5
5. Emergency onsite maintenance.....	5
6. Software support services	5
7. Mature equipment and software.....	6
8. Repairs.....	6
9. Customer’s obligations.....	6
10. Charges and payment	7
11. Intellectual property rights	8
12. Data protection	8
13. Limitation of liability: the customer’s attention is particularly drawn to this clause.	8
14. Limitation of the scope of services.....	9
15. Termination.....	9
16. Consequences of termination	10
17. General.....	10

Support contract terms and conditions

These Conditions are the only contractual terms upon which Jigsaw Systems Limited (trading as Jigsaw24) whose trading address is 40 High Church Street, Nottingham NG7 7JA, with its registered office is at 40 High Church Street, New Basford, Nottingham, NG7 7JA (registered with company number 2682904 and registered for VAT purposes with number 610706674) (**Supplier**) is prepared to deal with its Customers in connection with the supply, by us, of user support, hardware support, equipment support and network support. These Conditions shall govern all Contracts for the supply of support Services to the exclusions of any other contractual terms, including any which a Customer may attempt to introduce.

1. Definitions and interpretation

1.1 The following words and expressions used in these Conditions will have the following meanings:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Charges: the charges payable by the Customer for the supply of Services in accordance with clause 10;

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.4;

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions;

Customer: the person or firm or body corporate who purchases Services from the Supplier;

Customer Default: shall have the definition given to it in clause 9.2;

Customer's Location: shall have the definition given to it in clause 5.1.1;

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

Equipment: each item of equipment listed in the Equipment List but excluding, unless otherwise agreed in writing with the Supplier, any software, removable media or consumable items used in connection with the equipment;

Equipment List: a list of equipment supported by the Supplier in the performance of the Services;

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Maintenance: shall have the meaning given to it in clause 4.1;

Onsite Maintenance: shall have the meaning given to it in clause 5.1;

Order: the Customer's order for any Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier, or any SOW, as the case may be;

Pre-Agreement Defects: any defects in the Equipment (which as at the Start Date is not brand new and/or not covered by a manufacturer's warranty) notified to the Customer prior to the Start Date;

Remote Server Support: the Services provided by the Supplier by remotely accessing the Customer's server or systems;

Response Time: the estimated response time with the Supplier during Working Hours as set out in the Specification;

Services: the support services to be provided by the Supplier to the Customer in accordance with any Specification or otherwise agreed between the parties;

Specification: the description or specification of the Services provided by the Supplier to the Customer set out in the SOW or the Order;

SOW: the statement of work describing the Services to be provided by the Supplier;

Start Date: shall have the meaning given to it in clause 2.2;

User List: a list of supported Customer users; and

Working Hours: our working hours, namely the hours between 8.30 am and 6pm (UK time) on Business Days.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural shall include the singular.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. Commencement and duration

- 2.1 The Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order at which point, and on which date the Contract shall come into existence (Start Date).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of [20] Business Days from its date of issue.

3. Supply of services

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Specification, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Unless specified otherwise in any Contract, the stated Response Time for the provision of Services are dependent upon what time the Supplier receives notification of any defect in the Equipment, and the Supplier will notify the Customer of its anticipated Response Time.
- 3.4 The Supplier reserves the right to amend the Specification if necessary, to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.5 The Supplier warrants to the Customer that the Services will be provided using reasonable skill and care.

4. Preventative and emergency hardware maintenance

- 4.1** Where the Customer has opted for preventative and emergency hardware maintenance as part of the Services as set out in the Specification (Maintenance), the Supplier shall:
- 4.1.1 provide Maintenance of the Equipment;
 - 4.1.2 in providing the Maintenance:
 - a) fit any suitable replacement equipment or parts where it is appropriate to do so in the Supplier's absolute discretion (and provided the Customer has purchased hardware cover); and
 - b) supply and fit any temporary replacement equipment or parts of a similar and suitable specification where the Supplier is to repair and/or source any new equipment or parts.

5. Emergency onsite maintenance

- 5.1** Where the Customer has opted for emergency onsite maintenance as part of the Services as set out in the Specification (**Onsite Maintenance**), the Supplier shall:
- 5.1.1 provide the Onsite Maintenance to the Equipment at such location as agreed with the Customer (**Customer's Location**);
 - 5.1.2 use its reasonable endeavours to ensure that the Supplier's engineer arrives at the Customer's Location within the relevant Response Time;
 - 5.1.3 in providing the Onsite Maintenance:
 - a) use its reasonable endeavours to identify, diagnose and attempt to resolve defects in the Equipment;
 - b) fit any suitable replacement equipment or parts where it is appropriate to do so in the Supplier's absolute discretion (and provided the Customer has purchased hardware cover); and
 - c) supply and fit any temporary replacement equipment or parts of a similar and suitable specification where the Supplier is to repair and/or source any new equipment or parts.
- 5.2** In the event replacement parts have been fitted by the Supplier under clause 5.1.3(b), then title shall pass to the Customer upon the fitting of such new parts. The Customer agrees that the Supplier shall have title to any parts that it replaces.
- 5.3** The Onsite Maintenance shall only be carried out during Working Hours set out in the Specification (or as otherwise agreed with the Supplier).

6. Software support services

- 6.1** Where the Customer has opted for software support as part of the Services as set out in the Specification, the Supplier shall:
- 6.1.1 at its sole discretion determine the appropriate course of action for each incident and will follow the necessary troubleshooting steps to diagnose and then resolve the incident, which may involve implementing a temporary solution prior to any resolution; and
 - 6.1.2 endeavour to return the affected software or operating system to an operational state (where possible), without requiring changes by the manufacturer to the software.

7. Mature equipment and software

- 7.1** When supplying support Services for Equipment or software the Customer acknowledges that the Equipment or software may in time reach the point at which a major overhaul is required to ensure its continued maintainability. Such major overhaul (as opposed to continuing maintenance) is not within the scope of Services provided under this Contract. Accordingly, if at the Supplier's sole discretion, the Equipment or software shall require such an overhaul, then the Supplier shall notify the Customer in writing and provide a quotation for carrying out such overhaul.
- 7.2** If the Customer does not within 28 days authorise the overhaul, the Supplier may at any time after the expiration of that 28 days by notice to the Customer vary the Contract by withdrawing the Equipment concerned from the Equipment List, or by withdrawing support Services for the software from the Specification, or by charging an additional service charge for continued maintenance of that Equipment or software at a rate to be determined by the Supplier.
- 7.3** When supplying support Services for Equipment the Customer acknowledges that the Equipment or software may in time reach the point at which the Equipment is beyond economic repair. Examples of this would be:
- 7.3.1 where spare parts are no longer available from the manufacturer;
 - 7.3.2 where the product at the sole discretion of the Supplier has become unserviceable, including the circumstance where it has reached the end of its manufacturer's stated life.
- 7.4** In any circumstance set out in clause 7.3, the Supplier shall notify the Customer in writing and provide a quotation to refurbish or replace such products. If the Customer does not within 28 days authorise the overhaul in writing, the Supplier may at any time after the expiration of that 28 days, by notice in writing to the Customer, vary the Contract by withdrawing the Equipment concerned from the Equipment List or by charging an additional service charge for continued maintenance of that Equipment at a rate to be determined by the Supplier.

8. Repairs

- 8.1** Where the Customer has opted for repairs as part of the Services as set out in the Specification, the Supplier shall:
- 8.1.1 endeavour to carry out repairs of Equipment in such a manner as to meet the manufacturer's available technical specification (wherever possible);
 - 8.1.2 only carry out repairs in respect of Equipment that has become unserviceable due to:
 - a) defects recognised by the manufacturer as a fault, or
 - b) any defects which are deemed to be a fault at the Supplier's sole discretion.

9. Customer's obligations

- 9.1** The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
 - 9.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 9.1.3 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.4 provide the Supplier (and its personnel or contractors) with full and safe access to the Equipment, devices and network links in connection with the Services;
 - 9.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the Start Date;
 - 9.1.6 comply with all applicable laws, including health and safety laws;
 - 9.1.7 be responsible for the operation and use of the Equipment and shall at all times comply with the Supplier's and/or the manufacturer's reasonable recommendations and advice of use; and
 - 9.1.8 promptly report to the Supplier all defects in the Equipment that become apparent to it.

- 9.2** If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 9.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
 - 9.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9.3** Where the Supplier is providing Remote Server Support, the Customer:
- 9.3.1 shall allow us access (whether through VPN [virtual private network] access or otherwise) to its server, devices or Equipment in order to provide the Services;
 - 9.3.2 ensure that it has backed up any and all data; and
 - 9.3.3 ensure that it has encrypted any and all data.

10. Charges and payment

- 10.1** The Charges for the Services under any Contract shall be as set out under any Order or SOW.
- 10.2** The Supplier shall invoice the Customer in advance of the Start Date.
- 10.3** The Customer shall pay each invoice submitted by the Supplier:
- 10.3.1 within [30] days of the date of the invoice (or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer); and
 - 10.3.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 10.4** The Supplier reserves the right to increase the Charges during the Contract (with the express agreement of the Customer) where the Services are varied or increased.
- 10.5** Subject to clause 10.1, where any Services are to be supplied outside of Working Hours, the Charges shall be calculated (unless otherwise agreed with the Supplier):
- 10.5.1 on a time and materials basis;
 - 10.5.2 in accordance with the availability of two qualified engineers to attend the Customer's Location; and
 - 10.5.3 will include traveling expenses.
- 10.6** All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 10.7** If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 15, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time.
- 10.8** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

12. Data protection

Each party will comply with all applicable requirements of the Data Protection Legislation.

13. Limitation of liability: the customer's attention is particularly drawn to this clause

- 13.1** These Conditions do not apply to consumers and, therefore, nothing in these Conditions affects the statutory rights of a consumer as defined under the Consumer Rights Act 2015. All conditions, warranties or representations not contained in these Conditions and implied by statute or law are excluded or restricted to the fullest extent permitted.
- 13.2** Without subject to clauses 13.3 and 13.4, the Supplier will not be liable to the Customer by way of representation, common law duty or under any express or implied term of the contract for:
- 13.2.1 loss of profits;
 - 13.2.2 loss of sales or business;
 - 13.2.3 loss of agreements or contracts;
 - 13.2.4 loss of anticipated savings;
 - 13.2.5 loss of use or corruption of software, data or information;
 - 13.2.6 loss of or damage to goodwill; or
 - 13.2.7 any indirect, special or consequential loss or damage, in each case, (whether caused by the Supplier's negligence or that of its employees agents or otherwise) arising in connection with the supply of Services or their use by the Customer. The Supplier's entire liability in connection with the Contract will not exceed 150% of the total purchase price of the Services (in aggregate) in the preceding 12-month period.
- 13.3** Notwithstanding any other provisions of these Conditions, nothing limits any liability which cannot be legally limited, including:
- 13.3.1 death or personal injury resulting from our negligence or that of our employees, agents or subcontractors;
 - 13.3.2 fraud or fraudulent misrepresentation;
 - 13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 13.3.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; and
 - 13.3.5 defective products under the Consumer Protection Act 1987.

14. Limitation of the scope of services

- 14.1** In providing the Services, the Supplier shall be under no obligation to:
- 14.1.1 install, relocate or upgrade the Equipment or any part of it, unless specified otherwise in the Specification;
 - 14.1.2 install, transfer, upgrade or reconfigure software unless this is expressly agreed within the Specification;
 - 14.1.3 provide, repair or replace consumable items for the Equipment including, without limitation, ink, batteries, magnetic tape media, disk packs, cartridges, typeheads or drums;
 - 14.1.4 carry out any adjustment or operation to or setting of the Equipment or software which is described in the relevant user's manual and regarded by the manufacturer of the Equipment or software as a user function, unless this is expressly agreed within the Specification;
 - 14.1.5 repair or replace any damaged or defective removable media on the Equipment;
 - 14.1.6 provide support in respect of any faults, defects, damage or loss arising directly or indirectly from:
 - a) accidental or malicious damage to, theft of or other misuse of the Equipment or software;
 - b) power failure or fluctuation, lightning, strikes or transportation of equipment;
 - c) any breach by the Customer of the terms of the Contract;
 - d) the use of the Equipment or software other than in accordance with relevant user manuals;
 - e) operator error or, unless the software is included in the Specification, a failure or error in operational software;
 - f) any failure by the Customer to copy data or provide restorable backup and/or security copies of data processed or stored on the Equipment;
 - g) any modifications or adjustments (or any attempts thereat) carried out to the Equipment or any part of it by any person other than us or our sub-contractors; or
 - h) provide support in respect of any Pre-Agreement Defect.

15. Termination

- 15.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within [30] days of that party being notified in writing to do so; or
 - 15.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 15.2** Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 15.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 15.2.2 there is a change of control of the Customer.
- 15.3** Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment.

16. Consequences of termination

- 16.1** On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 16.2** Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. General

- 17.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 17.2 Assignment and other dealings.**
- 17.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.
- 17.3 Entire agreement.**
- 17.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.3.2 Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.3.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.4 Confidentiality.**
- 17.4.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.4.2.
- 17.4.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.4; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.4.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 17.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.8 Privacy. The Supplier will only use your personal information as set out at: www.Jigsaw24.com/privacy-notice

17.9 Notices.

17.9.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Specification or otherwise by that party.

17.9.2 Any notice shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9am on the second Business Day after posting; and
- c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.9.2(c), business hours means 9am to 5pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17.9.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.10 Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.11 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

17.12 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Jigsaw24 Support Services:

40 High Church Street, Nottingham, NG7 7JA.

03332 400 100

www.Jigsaw24.com

Registered in England and Wales 2682904. VAT Registration No. 610706674.

We acknowledge receipt and agree to the terms of this agreement:

Company name

Name

Title

Signature

Date

Jigsaw Systems Limited

Name

Title

Signature

Date