

## ***IT & Accounting Solutions Limited Terms & Conditions of Service***

### ***All customers agree to be bound by terms and conditions of service set below***

By accepting a quotation or an estimate for Products and/or Services issued by IT & Accounting Solutions the customer shall be deemed to be in acceptance of these terms and conditions.

#### PRICING

All prices for Products or Services stated in any quote or estimate are in acceptance and are those current at the time of the Customer's enquiry and will be valid for 7 days. Where IT & Accounting Solutions have provided a written estimate for the work, the final invoice amount may vary either way by up to 10% of the original estimate.

NO FIX NO FEE - if we cannot resolve the problem or complete a project we have been assigned due to lack of expertise or if we do not have the required tools to complete the job, no fee will be payable. Callouts where we are not given access to complete the work because you do not wish us to proceed for any other reason other than those specified above, or if the work involves a further callout to obtain parts required and you do not wish us to proceed you will be liable to a £50 cancellation fee.

IT & Accounting Solutions will not increase the price of any product after acceptance of the order.

IT & Accounting Solutions is not VAT Registered.

#### PAYMENT

IT & Accounting Solutions may at its discretion offer credit terms to the Customer subject to the status of the Customer. Our terms are as follows and will apply –

- Businesses/Charities - strictly within 30 days (payment on completion until a completed credit agreement form has been returned to IT & Accounting Solutions and authorised).
- Residential - payment on completion of work
- Remote Control Assistance - payment within 7 days
- Parts - where the cost of parts on a quotation or estimate exceed £1,000 IT & Accounting Solutions reserves the right to request half the total parts value to be paid in advance on acceptance of the quotation or estimate.

Where CREDIT TERMS are granted, the Customer will pay no later than 30 days following the date of IT & Accounting Solutions' invoice and IT & Accounting Solutions reserves the right to suspend further services where payment is delayed. If Products are delivered in instalments IT & Accounting Solutions reserves the right to invoice each instalment as and when delivery is made to the Customer in which case payment shall be due.

If any PAYMENTS ARE OVERDUE no further Products or Services will be delivered or made available to the Customer until all payments due to IT & Accounting Solutions under the contract have been paid. IT & Accounting Solutions may at its discretion, withdraw credit facilities in the event of any breach of this contract by the Customer.

The customer agrees to make all payments due under this contract.

Where ELECTRONIC FUND TRANSFERS are involved the customer must allow 3 working days for the payments to reach IT & Accounting Solutions. IT & Accounting Solutions reserves the right not to release any products or continue to provide any services until such payments are cleared and credited to IT & Accounting Solutions' bank account.

IT & Accounting Solutions may TERMINATE A CONTRACT or suspend its obligations under a Contract forthwith by notice in writing to the Customer if the Customer defaults in making payment for any of the Products or Services supplied by IT & Accounting Solutions.

The Customer waives any right it might have to CLAIM FOR ANY DAMAGES arising from the use or misuse of any products (hardware and software) or documentation and services supplied by IT & Accounting Solutions, and/or to rescind a Contract because of any misrepresentation by IT & Accounting Solutions (unless such misrepresentation was made fraudulently).

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OWNERSHIP - All products shall remain the property of IT & Accounting Solutions (even if they have been delivered and risk has passed to the Customer) until payment in full of the purchase price (together with any interest if applicable) in cleared funds has been received by IT & Accounting Solutions in respect of those products. Items of hardware and software that are delivered to the customer's premises shall remain the property of IT & Accounting Solutions until the invoice has been paid in full.

The Customer will STORE any Products delivered to its premises in a proper manner and condition which adequately protects and preserves the products and shall insure them, without any charge to IT & Accounting Solutions and not tamper with any identification upon the products or their packaging and shall ensure that they are stored separately from any other goods (whether or not supplied by IT & Accounting Solutions) and are clearly identifiable as belonging to IT & Accounting Solutions and IT & Accounting Solutions shall be entitled to examine any such Products in storage at any time during normal business hours upon giving the Customer reasonable notice to do so.

IT & Accounting Solutions will endeavour to deliver Products by the date stated to the customer but failure to do so shall not constitute a breach of this contract.

Any dates quoted by IT & Accounting Solutions for delivery of Products or the provision of Services whether verbally or otherwise are estimates only and whilst IT & Accounting Solutions will use all reasonable endeavours to meet such dates it cannot guarantee to do so if there are warehouse or courier delays or the items are out of stock.

IT & Accounting Solutions will ensure that the Services will be provided with all REASONABLE CARE AND SKILL and by suitably trained and qualified persons.

The Customer shall not be entitled to RETURN ANY PRODUCT OR CANCEL ANY ORDERS that IT & Accounting Solutions have accepted without IT & Accounting Solutions' prior written agreement unless the product is faulty.

IT & Accounting Solutions will GUARANTEE THE WARRANTY covering any defects in products received by IT & Accounting Solutions under an agreement with the manufacturer or supplier of the relevant product.

The Customer undertakes to ensure that any Software which is being used and/or supplied by IT & Accounting Solutions, in conjunction with work undertaken, or any other third party, will be accompanied by a LICENCE AGREEMENT (whether shrink-wrap or otherwise) relating to that Software and any other documentation which IT & Accounting Solutions or IT & Accounting Solutions 's suppliers may require.

IT & Accounting Solutions makes no warranties express or implied with regard to the performance of WIRELESS EQUIPMENT. The performance of wireless equipment depends on geographical and atmospheric conditions and can be impaired by positioning objects such as walls and doors within the line of sight of transmission. Wireless equipment can be impaired by other wireless devices such as mobile telephones. IT & Accounting Solutions will in all cases give best advice; however will not guarantee services or any level of quality of service when using wire free equipment.

Neither IT & Accounting Solutions or the Customer shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Products or Services, if the delay or failure is beyond that party's reasonable control. The Customer will take all reasonable precautions to ensure their Data is "BACKED UP" prior to IT & Accounting Solutions providing its Services. IT & Accounting Solutions will not be responsible for any Data that is lost, although IT & Accounting Solutions will take every reasonable precaution to ensure this does not occur.

IT & Accounting Solutions reserves the right to modify these terms and conditions in writing to the Customer at any time.