

Commercial-In-Confidence



Terms and Conditions

Contents

Definitions.....	3
Scope of work and Quotations	3
Invoices	4
Backups	4
Operating Systems & Email Systems	5
Virus Scanners, Firewalls & Malware Scanners	5
Security	5
Downtime.....	5
Software Copyright	6
Voice Over IP Phone Systems	6
Web Design	6
Signatures & Dates.....	6

Definitions

1. In these standard Terms and Conditions, Secure My Business Limited's name will be shortened to 'SMBL'.
2. The '**Client**', '**You**', '**Your**' shall mean the person, firm or company who requests IT support from SMBL. The Client shall be responsible for all payments to the Consultant unless otherwise notified in writing prior to commencement.
3. '**The Consultant**', '**The Contractor**', '**I**', '**We**' shall mean SMBL and any sub-contractors. The Consultant will be responsible to the Client for works as described in the specification.
4. **Quotation** means the written estimate provided by the Consultant for completion of the IT consultancy works.
5. **Site** means the location where the works are to be performed by the Consultant.
6. **Specification** means the documents including detailed specifications, notes or other documents describing the works provided by the Consultant. These include but are not limited to: notes of discussions, notes following visits, scopes of work.
7. **Works** means the IT work to be carried out by the Consultant or a Consultant appointed Sub-contractor, in accordance with the Specification.
8. Nothing in these Terms and Conditions shall affect the Client's Statutory Rights as a consumer.

Scope of work and Quotations

9. After initial enquiry from the Client, the Consultant will provide an initial consultation either at the site or by conference call, whichever is the most appropriate means of outlining the scope of work. This meeting enables You to discuss your ideas, requirements and expectations for your project. Comprehensive notes will be made that will form the basis of the Quotation and Specification documents. A draft of the Specification will be prepared by the Consultant. There is no charge for the Initial Consultation.
10. When a defined scope of work has been agreed between the client and SMBL, a best estimate quote for the work will be supplied to the client for consideration.
11. Once agreed, both the scope of work and the quotation will be fixed and firm. If additional work is requested by the client and agreed by SMBL, then a quote for the additional work will be supplied before the work begins.
12. If additional work requested by the client is urgent or immediate attention is required, then a provisional, best estimate of the time required will be agreed before work commences OR if this is not possible, the Consultant reserves the right to take appropriate and reasonably practicable steps to address the issue.
13. All quotes are valid for 10 working days from receipt, except for software/hardware by third parties which is out of SMBL's control. All quotes are free, and if an onsite visit by an SMBL engineer is required, that too will be free of charge as long as no work is carried out at that same time.
14. We will require written confirmation (email or postal letter) that you accept the Quotation and these Terms and Conditions before we proceed with any IT services.

Invoices

15. Invoices are issued once the work against the defined scope of work has been completed or at an intermediate date if the work is likely to span more than a 4-week period.
16. For all new clients, SMBL will request that the first invoice be paid and the account settled within 10 working days of the date of the invoice.
17. For further invoices, the client will be offered to settle the account up to 30 days from the date of submission of the invoice.
18. When developing software, there may be times where there are bugs in the system. If bugs are found within 30 days of the invoice for the defined scope of work, then the bugs are rectified by SMBL under the initial scope of work. However, after 30 days any additional bug fixing work will be charged at SMBL's standard daily/hourly rate as defined above.
19. Late payment. If invoices remain unpaid after the appropriate time, then SMBL reserve the right under the Late Payment of Commercial Debts (Interest) Act 1998 to charge statutory interest at 8% above the Bank of England Base Rate at the time, calculated on a daily basis from the end of the invoice period until the debt is paid.

Backups

20. The client has ultimate responsibility for backing up data on a regular basis. SMBL will advise (if requested) on the most appropriate methods and frequency of data backups.
21. In addition to routine backups, there are particular circumstances where it is important for the client to backup data before work is carried out. An indicative list is given below but this list is not exhaustive and it is for the client to discuss with SMBL before any work is carried out which may affect data.
22. For example, where a client's machine requires reinstalling, the client must ensure that data is fully backed up before reinstallation is carried out. SMBL can assist in this process if required. SMBL cannot be held responsible for data which has not been appropriately backed up.
23. It is important that the client installs a system or process for regular backups of data and operating systems. Where SMBL has been requested to provide such systems or processes, the work is performed on a reasonable endeavours basis. Such work cannot be 100% guaranteed by SMBL as third-party software is used which can contain bugs or flaws. All reasonably practicable precautions will be taken by SMBL to ensure systems and processes are appropriate for the client's use.
24. With any software or websites SMBL develops for the client, it is the responsibility of the client to back up the contents of the source code and data associated. The backups should be routinely and frequently carried out to ensure data is secure. If the data is lost and no backup is available, then an extra fee will be applied by SMBL to rewrite the lost parts of the solution.

Operating Systems & Email Systems

25. If installing a Microsoft Windows Server and/or Microsoft Exchange, the following are required on each computer that will be used by the client:
- A suitable operating system
 - o Microsoft Windows 10 Professional
 - o Microsoft Windows 10 Enterprise
 - o Microsoft Windows 7 Professional (now unsupported by Microsoft)
 - o Microsoft Windows 7 Ultimate (now unsupported by Microsoft)
 - A suitable email client
 - o Microsoft Outlook 365
 - o Microsoft Outlook 2019
 - o Microsoft Outlook 2016

Virus Scanners, Firewalls & Malware Scanners

26. When reinstalling a computer or setting up a brand-new computer, a virus scanner, firewall and malware scanner must be purchased for each computer. Free versions are not recommended as the client is a business and requires more advanced protection. SMBL can suggest the best and most recommended, complete security package, appropriate to the client's business.

Security

27. All reasonably practicable attempts will be made by SMBL to secure the client's computers and servers against hacking or other security threats. However, if the client's computers/servers/network get hacked, then the ability to log onto the system and/or access to data is not guaranteed by SMBL. Work by SMBL to unlock the system or reinstall machines that cannot be accessed will be charged at the appropriate rate.
28. It is the responsibility of the client to regularly install the latest Windows updates or firmware on all of the computers/servers/networking equipment. If requested, SMBL will provide a standard maintenance contract to carry out these updates.
29. Access and authorisation with the client's current broadband supplier and website hosting company must be provided to SMBL. On occasion, the hosting company may not have the services that are required to setup the solution and may need changing. This also to the broadband provider and a static IP address may be required. Alternatively (and as advised by SMBL) the use of a dynamic DNS service may be the most appropriate solution. SMBL can also provide web hosting if required on one of SMBL's servers.

Downtime

30. Some downtime should be expected when implementing the scope of work. SMBL will require access to all computers and networking equipment at any time during the work. If SMBL is not allowed access, and is unreasonably delayed in performing the required tasks,

then an extra fee may be applied, although all reasonably practicable steps will be taken to avoid this situation.

Software Copyright

31. Any software developed by SMBL for the client is *partly* owned by SMBL and may not be resold without written permission from both parties.

Voice Over IP Phone Systems

32. Our VoIP solutions use a combination of onsite and remote systems. SMBL will recommend the most appropriate VoIP solution for your business. To get the most performance and stability from the VoIP systems, there is a requirement to have business broadband to at least the standard of fibre (or a leased line). For large installations, network technologies such as VLANs and QoS may need to be implemented to ensure the best quality of calls and reliability.
33. When a client's broadband goes down, so too will the VoIP phone systems will too, as they rely on the Internet. However, this is a rare situation, especially with a leased line. SMBL will work on a reasonable endeavours basis to speak to your broadband company to diagnose the fault and implement steps to have it restored.
34. You have the option to either use a new phone number (such as an 0300 number), or transfer your existing phone number to the new VoIP system. This can take around 20 working days to be processed. This is up to your current provider to allow the transfer of the phone number.

Web Design

35. Once SMBL completes a version of a website designed for the client, and the specification of the original quote has been completed, the client will be offered two working days to make modifications or other time period agreed with SMBL in advance. Any other changes after those two days, a fee will apply.

The value of any claim made against this Contract shall be limited to the value of the agreed works and values contained and described within the Quotation.

This Contract and Terms and Conditions are governed by the Law of England.

Signatures & Dates

It is important that the Client reads and understands the Terms and Conditions that apply to the Contract prior to signing.

Please name, sign and date your details below to confirm that you accept all of the terms and conditions in this contract.

Client



Full Name:

Signed:

Date:

Secure My Business Limited

Full Name:

Signed:

Date: