
IT Support

Telecommunications

Networks

Cloud Services

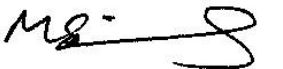
Fast Systems Consultants Ltd

Terms and conditions for the provision of IT services

Signed on behalf of Fast Systems Consultants Ltd

Name: Mat Gibbins

Position: Director

Signature: 

Date:

Signed on behalf of

Name:

Position:

Signature:

Date:

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1. SERVICE DESCRIPTION

1.1 General Description

This Agreement sets out the terms and conditions on which FAST SYSTEMS agrees to supply to the Client, services for the Client's IT System together with any related equipment and related services all as listed in the Acceptance that FAST SYSTEMS agrees to provide to the Client under this Agreement and referred to in this Agreement as "the Services".

1.2 Provision of the Service

FAST SYSTEMS may provide an expected date for the provision of the Services following a survey of the Client's site, but all dates are estimates.

1.3 Minimum Period

The Minimum Period is 12 months, or any other period shown in the Acceptance or the Order Form (if any), as agreed between the Client and FAST SYSTEMS.

1.4 Renewal

At the end of the 12-month minimum period of this Agreement (or such other period as the Client and FAST SYSTEMS shall agree at order placement) and at the end of each 12-month period thereafter, this Agreement will be automatically renewed for a further 12-month term (or such other period as the Client and FAST SYSTEMS shall agree at the time of renewal), using the original payment method if able, subject to FAST SYSTEMS' terms and conditions at the time of such renewal. Where necessary, FAST SYSTEMS will ensure the renewal of any business services, such as domain names, 30 days prior to expiry.

1.5 New services added by the Client

If the Client adds any new service to the services already supplied by Fast Systems and such new service depends for its delivery on any other service or services supplied by Fast Systems, the addition of such new service shall renew the Agreement or Agreements with Fast Systems for the other service or services on which the new service is dependent.

1.6 Termination

This Agreement may be terminated by either party by that party giving to the other ninety days written notice of intention to terminate the Agreement.

1.7 Termination within the minimum period

If this Agreement is cancelled within the minimum period by either party, the Client will repay any installation fees, which were provided free of charge or at the reduced rate, along with the remaining rental monies which would be due if the Agreement continued to the end of the minimum term.

2. SERVICE SUPPORT

2.1 Response Times

FAST SYSTEMS will use its best endeavours to respond to service requests made during normal office hours within a period of 4 hours. FAST SYSTEMS will respond to requests made outside normal office hours as soon as possible. FAST SYSTEMS will prioritize all service requests which involve a serious disruption to or total loss of the business capability of the Client.

2.2 Service Requests

To enable FAST SYSTEMS to provide the most rapid response to service requests, the Client should, in the first instance, report any fault or service requirement to FAST SYSTEMS by email to helpdesk@fastssystems.co.uk.

2.3 Fault Resolution

FAST SYSTEMS will, in the first instance, attempt to resolve all incidents by remote access or by telephone support. If FAST SYSTEMS is unable to resolve an incident by remote access or telephone support, FAST SYSTEMS will notify the Client of the earliest time at which FAST SYSTEMS personnel can provide the Client with a site visit to seek to resolve the incident.

2.4 Client Assistance

The Client will provide reasonable assistance to FAST SYSTEMS during support operations whether by telephone, via remote access or during an onsite visit

2.5 Faults Outside FAST SYSTEMS' Control

Where the services supplied by FAST SYSTEMS under this Agreement are dependent on a third party not under the control of FAST SYSTEMS, response times are subject to the response times of such third parties.

3. RESPONSIBILITIES OF THE CLIENT

3.1 Use of the Client's IT System

The Client agrees to:

1. Provide a suitable operating environment for hardware used by the Client in connection with the Services provided by FAST SYSTEMS, retain all device manuals, application installation disks and manuals and all other installation and maintenance information relating to the Client's IT System and ensure that these are made available to a FAST SYSTEMS personnel upon request
2. Ensure that data, applications and operating systems are comprehensively backed up and archived on suitable media (magnetic, optical, or any other data storage device) at frequent, regular intervals during the period of cover and before the commencement of remedial work.

3. Keep a secure record of any usernames, passwords or other such information necessary for the operation or support of the Client's IT System and make such information available to FAST SYSTEMS personnel upon request.
4. Take all reasonable precautions to prevent any malware being introduced onto the Client's System, including ensuring that all users of the Client's IT System are instructed on precautions to be taken to prevent the introduction of malware onto the Client's IT System.

3.2 Fair Usage Policy

The Client agrees to use the services provided by FAST SYSTEMS under this Agreement in accordance with FAST SYSTEMS fair usage policy for these services.

4. CHARGES

4.1 General

The charges for the services provided under this Agreement are as agreed at the commencement of this Agreement, subject to price increases as set out in paragraph 4.3.

4.2 Usage charges

Where the service may include additional charges for use, such as call charges or data usage charges, these charges will be billed at monthly intervals in arrears. All usage not previously charged for, other than charges included in a free tier or bundle as described in the Acceptance, will be charged for in each such monthly bill.

4.3 Renewal

At the end of the minimum period of 12 months and at the end of each subsequent 12-month period, FAST SYSTEMS may give to the Client one month's written notice of its intention to raise the prices charges by FAST SYSTEMS under this Agreement. At the end of the notice period the charges for the services provided under this Agreement shall be as set out in such notice or such other charges as the parties may agree.

4.4 Billing

FAST SYSTEMS will send invoices for the provision of services under this Agreement at monthly intervals.

4.5 Payment

Payment is due within 30 days of receipt of FAST SYSTEMS' invoice or the date specified on the invoice, whichever is the later.

4.6 Suspension of service through non-payment or late payment

If any payment due under this Agreement remains unpaid at the end of the period specified in paragraph 4.5, FAST SYSTEMS may give the Client 7 days' written notice of its intention to suspend the services proved under this Agreement and may suspend such services on expiry of such 7-day period if the payment remains unpaid.

4.7 Temporary Services

If the Client orders any temporary Service, FAST SYSTEMS may invoice the Client for the rental charge in advance for the whole period of the temporary Service.