

**Customer care number  
0844 887 0200**

<b>Company Name:</b>		
<b>Invoice Address:</b>		
<b>Town:</b>	<b>County:</b>	<b>Postcode:</b>
<b>Contact:</b>	<b>Tel:</b>	<b>Extension:</b>
<b>Email:</b>	<b>Fax:</b>	<b>Mob:</b>
<b>Delivery Address:</b>		
<b>Town:</b>	<b>County:</b>	<b>Postcode:</b>
<b>Contact:</b>	<b>Tel:</b>	<b>Extension:</b>
<b>Email:</b>	<b>Fax:</b>	<b>Mob:</b>

Quote account number.....

The above account number relates only to the Support contract for the items listed overleaf. Please sign below to confirm that all details are correct and that you agree to Kew Computers Ltd's Terms and conditions.

Signed on behalf of the Customer	Signed on behalf of Kew Computers Ltd
Signature	Signature
Name	Name
Position	Position
Date	Date

## Software to be Maintained

Software	No. Users	Machine number	Product Serial Number	START DATE

Callout charges per hour included under listed Software Support from £49.00

Non contract Software Charged at £139 callout and £89 per hour or part thereof.

### Terms & Conditions

1. (a) This agreement, the customer's Initial Maintenance Agreement Period and Kew Computers Ltd minimum period each of thirty-six months shall commence.
  - (i) In the case of new installations, on the date when the Software is delivered, or where commissioning is required under the Purchase Agreement upon completion of such commissioning.
  - (ii) In the case of Software previously installed, on the date of signature hereof by both parties.
 (b) The customer may terminate this Agreement by notice to take effect either;
  - (i) At the expiry of the customers Initial Maintenance Period
  - (ii) At the expiry of any twelve month period after the customers Initial Maintenance Period.
 (c) Kew Computers Ltd may terminate this Agreement by notice to take effect at any time after the expiry of Kew Computers Ltd's Minimum Commitment Period.
 

(d) "Notice" under paragraph (b) and (c) above shall mean three months prior written notice sent to the other party by Recorded Delivery.
2. Kew Computers Ltd will at the customers request during normal Kew Computers Ltd working hours (9.00am to 5.00pm Monday to Friday, excluding Public and Bank Holidays) provide service (i.e. On-site fault diagnosis and rectification, Remote telephone support, Installation of new equipment, Preventative maintenance as required) for Software listed on within of this Agreement within 35 miles radius of our Bordon Office. Each callout will incur a minimum deduction of half an hour and telephone support quarter of an hour contract time.
3. (a) The customer will pay all charges invoiced under this Agreement upon receipt of Invoice; failure of that will entitle Kew Computers Ltd to withhold service and supplies until such payment is made.
 (b) In addition to the charges payable hereunder the customer will pay for services at the rates then currently charged by Kew Computers Ltd in respect of repairs or maintenance carried out not covered under this Agreement;
  - (i) Undertaken outside normal Kew Computers Ltd working hours.
  - (ii) Made necessary by negligence, accident, misuse, wilful act however so caused other than normal use.
  - (iii) Required as a result of alteration or attachments made by the customer to the equipment which in the opinion of Kew Computers Ltd rendered the equipment dangerous or unserviceable until the equipment is restored to its original state by the customer.
  - (iv) Service made necessary by the use of software, hardware, spares or consumables not approved by Kew Computers Ltd.
  - (v) Resulting from calls associated with operator error such as in the case of printers removing paper jams and changing consumables such as toner and drums.
  - (vi) Any callout placed as a result of system or software changes not made by Kew Computers Ltd or approved by Kew Computers Ltd prior to the changes being made.
  - (vii) All hardware and hardware related problems.
4. Kew Computers Ltd may vary the charges payable under this Agreement at any time by serving the customer at least 90 days notice in writing. Notwithstanding any other terms of this Agreement if the effect of any such variation in any calendar year is to increase the charges payable hereunder by more than 12.5% of the charges applicable on the 1<sup>st</sup> of January that year, then the customer shall be entitled to terminate this Agreement by serving by Recorded Delivery letter not less than 60 days notice in writing to Kew Computers Ltd to expire on the date which the increase would otherwise have come into effect.
5. The customer shall notify Kew Computers Ltd prior to any change of location of the equipment, as a charge may be made for the first service call following any re-site of the equipment not carried out by Kew Computers Ltd staff.
6. Kew Computers Ltd will be responsible for any damage, injury or loss arising out of or in connection with the maintenance or use of the equipment (supplied and installed by Kew Computers Ltd) if shown to be caused by negligent acts or omissions by Kew Computers Ltd but in no circumstances will Kew Computers Ltd be responsible for any loss of business, data or profit for any consequential loss however arising including delay or in failure to provide maintenance in accordance with this Agreement or for any other reason.
7. If the customer is in breach of any of the terms of this Agreement then Kew Computers Ltd reserves the right to serve written notice on the customer specifying such breach and requiring the same to be remedied within a period of 14 days. If the customer shall fail to remedy such breach within 14 days this Agreement shall be terminated forthwith without any further action on the part Kew Computers Ltd but without prejudice to any outstanding rights or remedies of either party hereunder.
8. The customer without the prior written consent from Kew Computers Ltd shall assign neither this Agreement nor any of the rights or obligations of this Agreement.
9. (a) The charges overleaf exclude the mouse and keyboard or any other consumable or supplies necessary to operate the equipment.
 (b) The customer may purchase consumables either from Kew Computers Ltd or any other supplier providing Kew Computers Ltd or the genuine original manufactures approve the consumables supplies for the equipment.