



ICT is VITAL for your Organisation
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*Voluntary Action Centre
89-90 High Street
Merthyr Tydfil
CF47 8UH*

*Tel. 01685 353914
E-mail: vital@vamt.net*

Technical Support Agreement

between

VITAL

89-90 High Street
Merthyr Tydfil
CF48 8UH

And

This contract lasts _____ to _____ (inclusive).

This contract constitutes a block payment scheme
£150 per annum for up to 10 hours support.

By agreeing to the Terms and Conditions of this document, you are consenting to complete records required for the purpose of monitoring and review.

VITAL are not VAT registered.



Terms and Conditions

Please note that any third party providers referred to in these conditions may have additional terms and conditions and these will need to be consulted where applicable.

These terms and conditions set out the agreement between VITAL ("VITAL" or the "provider") and you (the "customer") for the provision of IT Technical Support Services.

By ordering any of the services or products provided by VITAL you will be deemed to be accepting these terms and conditions and immediate provision of all or any of the services requested by you, the customer. Some of the services allow the customer to access the Internet. The Internet is separate from the Service and use of the Internet is at the customers' own risk and is subject to any applicable laws. We have no responsibility for any goods, services, information, software or other materials obtained by the customer when using the Internet.

VITAL takes all reasonable care to ensure that any information contained in its promotional literature or on its website is accurate but any customer can request further written information or a written quotation of costs for services as necessary.

VITAL will exercise skill and care and use all reasonable effort to consistently provide fast and reliable services but can accept no liability whatever for any interruptions to the service or loss of date, sales revenue, profits or other consequential loss resulting from interruptions to the service howsoever caused.

VITAL retain the right to terminate the customer's service at any time, upon giving 14 days notice of our intention to terminate, to the customers' last known address.

The customer may terminate or transfer the service at any time, upon giving VITAL suitable written instructions. Any payment made to VITAL shall be non-refundable on termination.

VITAL are unable to exercise control over material transmitted over the Internet, and hereby excludes liability of any kind for the reception by the customer of malicious viruses or programmes, offensive, threatening or obscene material, or material in breach of copyright, confidentiality, intellectual property or applicable laws.

Resolution of any technical problem will always be on a best endeavours basis and a final resolution cannot be guaranteed. The support service does not extend to any illegal, pirated or unlicensed software.

In no event shall VITAL be liable to the user for any loss of date, business or for any other indirect or consequential or economic loss whatsoever. It is the users' responsibility to ensure they back up their data on a regular basis as specified in point 10E. VITAL will not be responsible for any data loss howsoever arising.



1. **Designated Point of Contact (DPC)**

Ideally the customer should assign one staff member plus one deputy as their Designated Point of Contact per office basis. Technical support from the provider, whether by means of telephone, e-mail, fax, hard copy or person to person, should be supplied only via the customers DPC or Deputy DPC. Ideally the DPC should be the staff member possessing the most ICT knowledge and experience.

2. **Notification of a system failure**

If the provider is unable to resolve the failure with the Customer's DPC over the telephone and remote access capability is available to the Customer's system, an attempt to resolve the situation remotely will be attempted. If this capability is not available or the attempt fails then a visit by a technician will be arranged.

3. **Response Time**

The provider undertakes to normally have a technician attend the Customer's site within two full working days of report of system failure. This does not mean that the problem will be solved within two days. Restoration time may well be longer than the response time.

4. **Visits**

On site attendance will normally be between 9:30am and 4:30pm Monday to Friday. A technician will require unrestricted access to any failed system. It is essential that the person who first identified the problem is available when the technician attends, or alternatively, that the DPC has comprehensive details of the issues from that person. In the case of network problems the service may have to be shut down. In such an event, at least ten minutes notice will be given to the DPC. Before leaving site, the technician will briefly explain what work has been carried out. A detailed written report of the work carried out will be issued within 10 working days.

5. **Service Complaints.**

If you do need to complain, we hope that the member of our staff you are dealing with can deal with this informally and promptly. You should raise the matter with the person concerned, stating clearly that you are making a complaint, and every effort will be made to resolve the matter quickly and informally. If however, it is difficult to do this, or you already have done so, you should contact Voluntary Action Merthyr Tydfil. Your complaint will then be dealt with under VAMT's Complaints Procedure.

6. **Audit/ICT Health Checks**

The Provider will undertake an introductory audit of hardware, software and configuration of systems at the Customer's site to be included under the Service Contract. The Support Contract shall only apply to the infrastructure so audited and this will be specified in an Audit List.

Any changes to hardware or software made by the Customer without the prior consent of the Provider may invalidate the agreement. The Customer may need to make software or hardware enhancements during the period of the service contract but as such changes sometimes cause systems damage, then wherever possible, the Provider should do such work. If the



Customer or a third party plans to change hardware and/or install any software, the prior agreement of the Service Provider is mandatory.

7. The Audit List

The Audit List will contain a register of items covered.

- Stand alone PCs and PC Network
- Software eligible for telephone support
- Response undertakings
- Customer and Provider contacts.

8. Tasks covered by the Contract

a. Repair or replace PC parts. If replacement hardware is required, the full costs of the replacement parts will be met by the client. It is understood that VITAL is acting as an agent for the User and not as a supplier in all such transactions and as such we cannot provide any additional warranty other than that provided by the supplier or manufacturer of the part. Fitting and testing of such parts will only be undertaken by VITAL during authorised on-site visits as part of the Users Contract or as additional (supplementary payment) technical support visits.

b. Network configuration maintenance, excluding failure due to customer interference.

c. Voice telephone support as required on software and hardware.

d. Disaster recovery – reloading software from Customer's disks plus any data backed up by the Customer.

e. Annual Audit and report.

9. Tasks not covered by the contract

a. System upgrades, network development training.

b. Specialist software not listed in the support schedule. The provider is not responsible for the re-installation or reconfiguration of any software not listed in the support contract register. Should a third party software supplier claim that a system is causing operational problems vis a vis its product, then the Provider will attempt to resolve the issue.

However, any demands from a supplier for special configurations are the responsibility of the supplier, not the Provider.

10. For the Support Contract to enter into and remain in force

a. All payments are made in full within 28 days of receipt of invoices.

b. Identified pre-existing faults are resolved in advance or itemised as being excluded from the contract. The initial audit will identify defects that require correcting before any further work can be carried out. The best way to resolve these defects will be discussed by both parties.



- c. Servers are protected by anti-virus software and the Customer updates it at least every fourteen days.
- d. Where designated, workstations are protected by anti-virus software and the customer updates it at least every fourteen days.
- e. Backups as agreed in the Audit are carried out and checked for operability at least once every fourteen days.
- f. The Customer has the right to terminate the Support Contract if response times from the Provider are not adhered to, ie, should the provider on three occasions breach the contract terms within the life of the contract, excluding factors not within the Providers' control.
- g. The Customer agrees not to offer any ICT related work to the Provider's employees without the express prior written permission of the Provider.
- h. The Customer agrees to accept and put into practice the advice of the Provider.
- i. The Provider, its employees or its agents shall not be held liable for any losses or consequent loss of the client caused directly by any action or inaction on the part of the Providers, its employees or agents.

I confirm that I have read, understood and agree to the terms and conditions as detailed above.

Please sign, date and return this copy to confirm your order.

Fax: 01685 353909.

Organisation

Main Contact (Please print name)

Signed

Date

89-90 High Street
Pontmorlais
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CF47 8UH

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