

Your IT Helpdesk and On-Site Support Terms and Conditions

These terms and conditions are in addition to our standard Terms of Business (available at <http://www.knibbs.com> or on request)

Our company details are:

Knibbs Computer Services Ltd
Company Registered in England no 3651449
Registered Address:
Suite 1, Ground Floor
Falmer Court, London Road
Uckfield, East Sussex TN22 1HN

Our contract with you

1. Your IT Helpdesk gives you IT support on the following hardware, applications and operating systems (any items not in this list are supported on a best endeavours basis):

Hardware	PC	Server
Server Hardware Support & Fault Diagnosis		X
Desktop Hardware Support & Fault Diagnosis	X	
Printer Support & Fault Diagnosis	X	X
Network Support		
Workgroup Support & Fault Diagnosis	X	
Domain/AD Support & Fault Diagnosis		X
Operating System		
Fault Diagnosis, Repair & Configuration	X	X
Patch and Upgrade Support	X	X
User Account, Permissions, File & Print Sharing	X	X
Microsoft Windows 2000 and above	X	X
Microsoft Windows 2003 and above		X
Microsoft Windows XP Home, Pro	X	
Applications		
Fault Diagnosis, Repair & Configuration	X	X
Patch & Upgrade Support	X	X
Microsoft Office 2000 and above	X	
Microsoft SBS 2000 and above		X
Microsoft Exchange 2000 and above		X
Microsoft SQL Server 2000 and above		X
Microsoft IIS		X

2. These terms apply when you purchase a Your IT Helpdesk subscription either via telephone, post or online via www.knibbs.com.

3. **Service Provision**

- 3.1 This service is for business use only.
- 3.2 When ordering this service you are agreeing to the immediate provision of the service and you cannot cancel it under the Consumer Protection (Distance Selling) Regulations 2000.
- 3.3 When ordering this service we will make a site visit to audit your systems and perform a health check. During this process we may recommend steps that are required before starting your subscription. This may require initial consultancy charges or product purchases before a subscription can commence.
- 3.4 This service is not a substitute for you taking appropriate steps to maintain and safeguard your computer systems using regular backups, running up-to-date anti-virus products and adopting other relevant security and maintenance procedures.
- 3.5 In providing this service we will use our best efforts to provide remote and on-site support within the timescales agreed with you. However all dates and times are estimates and we cannot guarantee that we will meet them.
- 3.6 If as part of this service you are required to install any software you agree to install and keep this software. If you refuse to install this software this may mean that we have to offer a reduced level of service or withdraw the service completely.

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4. **Payment/Termination**

- 4.1. You must pay the charges for this service as described at <http://www.knibbs.com/pricelist.html>
- 4.2. Either party may terminate this agreement by giving 30 days notice.
- 4.3. All payments are in arrears and in terms of subscriptions must be collected via direct debit.

Service Specifics

5. **Your IT Helpdesk Standard PC Subscription**

- 5.1 Subscriptions to this service are based on the number of PCs you have on site. At this time we cannot support Linux based computers under this scheme. Support for these systems is provided on an ad-hoc basis or using our flexible service plans.
- 5.2 This service provides you with:
 - a) Remote access for supporting and diagnosing PCs
 - b) Telephone support and diagnostics on the items listed in this agreement.
 - c) Support is provided Monday-Friday 9:00am – 5:30pm (excluding bank holidays)
 - d) In the event of an operative not being immediately available to diagnose your fault, one of our operatives will endeavour to return any messages left on our support line within 4 working hours.
 - e) Charges for this service are for a reasonable level of support provided for your computer systems. If we believe that this service is being used excessively, for example as a replacement for training or failing to comply with paragraph 3.2, we reserve the right to charge for our services on an hourly basis. Charges are detailed on <http://www.knibbs.com/pricelist.html>

6. **Your IT Helpdesk Standard Server Subscription**

- 6.1 Subscriptions to this service are based on the number of servers you have on site. At this time we cannot support Linux based computers under this scheme. Support for these systems is provided on an ad-hoc basis or using our flexible service plans.
- 6.2 This service provides you with:
 - a) Remote access for supporting and diagnosing servers
 - b) Telephone support and diagnostics on the items listed in this agreement.
 - c) Support is provided Monday-Friday 9:00am – 5:30pm (excluding bank holidays)
 - d) In the event of an operative not being immediately available to diagnose your fault, one of our operatives will endeavour to return any messages left on our support line within 4 working hours.
 - e) Charges for this service are for a reasonable level of support provided for your computer systems. If we believe that this service is being used excessively, for example as a replacement for training or failing to comply with paragraph 3.2, we reserve the right to charge for our services on an hourly basis. Charges are detailed on <http://www.knibbs.com/pricelist.html>

7. **PREMIER Support**

- 7.1 Premier support includes on-site problem resolution only. This is in addition to the telephone and remote support described above.
- 7.2 We will endeavour to correct any problems via remote access and telephone methods before attending site.
- 7.3 Services not included are installations, software development and consultancy
- 7.4 On-site services are provided in the area described at <http://www.knibbs.com/computer-support.html>.
- 7.5 Site visits are available Monday-Friday 9:00am – 5:30pm excluding bank holidays. Visits are usually made within 4 working hours of agreeing to your request if the problem is mission critical. Timescales for non-mission critical visits are agreed at time of request.
- 7.6 You must give access at the time of the agreed visit. Failure to do so may require in us charging for the missed appointment.
- 7.7 If your fault cannot be rectified on site we will give you the option to have the fault rectified off site.
- 7.8 If your hardware requires repair we will provide you with a quotation to carry out this repair if it is an item that we can obtain parts for.
- 7.9 If we replace your main hard drive we will install the original operating system onto your machine provided that you have the relevant licence key(s).
- 7.10 If your hardware is faulty and under warranty we will endeavour to liaise with the equipment manufacturer on your behalf. We will not repair any equipment under warranty.
- 7.11 The prices for this service do not include any parts required.

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8. **Ad-Hoc or Pay-As-You-Go On-site support**

- 8.1 Ad-hoc on-site services are provided in the area described at <http://www.knibbs.com/computer-support.html>. This service is based on an hourly rate as described at <http://www.knibbs.com/pricelist.html>. The minimum charge is 1 hour. Our engineer or approved contractor will carry out fault diagnosis, repair, configuration and installation of the computer hardware as described in this agreement.
- 8.2 Site visits are available Monday-Friday 9:00am – 5:30pm excluding bank holidays. Visits are usually made within 48 hours of agreeing to your request. If you are on a pay as you go tariff you are entitled to next business day response on mission critical workstation issues.
- 8.3 You must give access at the time of the agreed visit. Failure to do so may require in us charging for the missed appointment.
- 8.4 If your fault cannot be rectified on site we will give you the option to have the fault rectified off site.
- 8.5 If your hardware requires repair we will provide you with a quotation to carry out this repair if it is an item that we can obtain parts for.
- 8.6 If we replace your main hard drive we will install the original operating system onto your machine provided that you have the relevant licence key(s) and disks.
- 8.7 If your hardware is faulty and under warranty we will endeavour to liaise with the equipment manufacturer on your behalf. We will not repair any equipment under warranty.
- 8.8 The prices for this service do not include any parts required.

9. **Escalation Procedure**

- 9.1 If you feel that your problem is not being attended to in a timely fashion you can request that your call is escalated. At this point a senior engineer will be allocated to investigate the problem resolution process and resolve your issue. We will report back any findings to you.
- 9.2 In the unlikely event that you feel you are not receiving the level of service you expect you can record a concern under our complaints procedure. A copy of which is available on request.

10. **General Terms**

- 10.1 You agree:
- a) to our engineers or approved contractor having remote access to your computer systems
 - b) to install or allow us to install approved ant-virus protection to all systems (subject to any software licence fees)
 - c) to have technical details regarding your systems recorded on our databases
 - d) to allow us to create any administration accounts that we may require
- 10.2 We do not guarantee that we will be able to fix all faults reported to us, or that we will be able to advise you on all issues raised.
- 10.3 We are not liable for failures in any of the supported applications and operating systems. We recommend that you perform regular backups as we cannot accept any liability for loss or corruption of your data.
- 10.4 If a fault is due to an item not covered by the remote support sections of this agreement it is your responsibility to arrange an on-site visit with us or via a third party.
- 10.5 We reserve the right to modify these terms without prior notice.