

TERMS & CONDITIONS OF SUPPORT

1. Background

This document is supplemental to the Principal Agreement. This document incorporates Computer Talk's General Terms and Conditions of Business (a copy of which is annexed hereto) insofar as the General Terms and Conditions of Business are applicable.

2. Definitions

The definitions in this clause shall apply in this document:

Computer Talk:	Computer Talk Limited incorporated and registered in England and Wales with company number 2455861 whose registered office is at Unit 1 & 2 Capricorn Centre, Coppen Road, Dagenham, Essex RM8 1HJ
Customer:	the school party to the Principal Agreement
Initial Period:	12 months from the date of the Principal Agreement
Parties:	the parties to the Principal Agreement, and Party means any one of the Parties
Principal Agreement:	[a Computer Talk agreement that incorporates these T&Cs] [a Computer Talk Service Level Agreement]
T&Cs:	the terms and conditions contained in this document

3. Unless stated in the Principal Agreement or otherwise agreed in writing between the Parties, the duration of the Principal Agreement shall not be less than the Initial Period, and shall then continue annually unless terminated by either party giving to the other not less than 3 months' prior written notice to expire on the anniversary of the agreement.

- a) In the case where the Principal Agreement is for a term of either 2 years or 3 years (where the Principal Agreement can only be terminated by either party giving to the other 3 months' notice prior to either the 1st anniversary (in the case of a 2 year term) or 2nd anniversary (in the case of a 3 year term), if the Customer terminates the Principal Agreement the Customer will pay to Computer Talk the amount of any discount given by Computer Talk by virtue of the fact that the Principal Agreement was for a fixed term of 2 years or 3 years plus a £100 additional fee to cover costs incurred by Computer Talk.. (For example, If the Customer received a discount of £1,200 by taking out a 3 year contract and the Customer cancelled at the end of year 2, the Customer will be required to pay to Computer Talk £800, this being the two years of discounted cost, plus the £100 additional fee)

4. Where Computer Talk (with the knowledge of the Customer) acts as a sub-contractor to provide maintenance services to the Customer, these T&Cs shall not apply and the terms and conditions of the party ('the Employer') to which Computer Talk acts as the sub-contractor shall apply as between the Customer and the Employer.

5. Computer Talk will use its reasonable endeavours to provide the response times stated in the Principal Agreement and during the normal working hours of 7.30am to 5.00pm excluding Weekends and Statutory Holidays. Computer Talk shut down for the Christmas period each year with notification of our scheduled closure usually provided giving weeks-notice. Services provided outside of Computer Talk's normal working hours, and at the Customer's request, will be subject to Computer Talks standard hourly rates, which are available upon request.
6. Equipment covered by the Principal Agreement and its location is as stated at the time of the commencement of the Principal Agreement and may only be re-located to a different site during the period of the Principal Agreement with the written consent of Computer Talk. Equipment relocated to a different site without the written consent of Computer Talk will not be covered. Computer Talk reserves the right to refuse the continuation of cover where it deems that the service cannot be adequately provided to the new location.
7. Computer Talk must be given immediate access to faulty equipment upon arrival at the Customer's site. Any waiting time will be subject to the appropriate hourly charges.
8. No persons other than Computer Talk staff should repair, adjust, maintain or add to the equipment the subject of the Principal Agreement unless discussed and agreed with by Computer Talk.
9. Any inclusive software installation service (where provided) does not cover:
 - a) The installation and configuration of software related to new items of equipment purchased from Computer Talk or a third party other than those considered to be peripherals.
 - b) Software that is not of an educational nature, i.e. not used to deliver curriculum learning to pupils.
 - c) The installation of trial or evaluation software.
 - d) The installation of any unlicensed software.
 - e) The installation of any software considered or known to be incompatible with the installed operating system (this should be checked before purchase by the Customer).
 - f) The installation of freeware or shareware that is not discussed and agreed with by Computer Talk.
 - g) The installation of software that requires specialist knowledge.
10. Computer Talk support contracts (whether or not such contracts include the Principal Agreement) do not cover the installation or replacement of consumables.
11. Computer Talk does not permit administrative access to any servers that are the subject of the Principal Agreement without special arrangement and unless staff are suitably trained. In the case of Secondary schools, FE and HE this clause does not apply.
12. Peripherals are devices that are not internal components of a computer, and include keyboards, mice and monitors, interactive whiteboards, printers, scanners, cameras and such similar connected devices.
13. Computer Talk support contracts (whether or not such contracts include the Principal Agreement) do not cover the replacement of keyboards or mouse pointing devices beyond the first-year warranty. These are considered to be consumable items. During the first year these items are also not covered if they become faulty due to physical or malicious damage.

14. Under no circumstances should any person other than a member of Computer Talk install software or hardware on to a Computer Talk supported server unless with the explicit agreement of Computer Talk.
15. Computer Talk will not unreasonably restrict the use of any software and will provide a reasonable explanation for any proposed restriction. Software restricted by Computer Talk must not be installed on a system covered under a support agreement. Faults resulting from such software installation will not be covered by the Principal Agreement.
16. Computer Talk will make every effort to respond to and rectify a fault at the earliest opportunity in accordance with the Principal Agreement, however the correction of faults by Computer Talk may be subject to outside factors such as the availability of parts supplied by third parties, or in the case of software faults having to wait for manufacturer patches etc. Fault rectification times are not guaranteed.
17. Where spares are no longer available beyond the control of Computer Talk, the Customer may be required to contribute towards the additional costs for the improvement of the hardware specification made as a result of the repair. Computer Talk will absorb the costs that were originally expected if the item had been repairable in the normal way.
18. Where hardware is deemed by Computer Talk (acting reasonably) to be uneconomical to repair, Computer Talk reserves the right to compensate the Customer up to a maximum of the residual annual proportion of the contract fee for the faulty unit.
19. The Principal Agreement shall not include:
 - a) Service required due directly or indirectly to faults caused by accident, neglect, malicious damage, alterations to the equipment, unfavourable environmental conditions, electrical current fluctuations or failures, failures due to work performed by any person other than a representative of Computer Talk, wilful damage or any other force of nature or riot.
 - b) Work which in the reasonable opinion of Computer Talk is impractical to perform due to alteration in the location of the equipment or its connection to any non-approved device.
 - c) Service required due to any unauthorised modifications.
 - d) Where the customer or a third party installs a product and Computer Talk has notified the customer (verbally or in writing) of a known problem, faults caused by or related to the product will not be covered under the Principal Agreement.
 - e) The Principal Agreement does not cover the cost of repair of any hardware and/or software supplied by third parties unless otherwise stated.
 - f) Faults caused by viruses irrespective of source and irrespective of anti-virus precautions taken.
 - g) Faults caused by external and/or internal system hacking regardless of precautions taken.
 - h) Service required due to the use of supplies not approved by the manufacturer.
 - i) Faults caused by use of equipment outside of the manufacturer's specification.
20. The Customer acknowledges that Computer Talk may use services and/or products from third parties to provide the services and that, in doing so Computer Talk may transfer Data to such third parties.

- 21a.** Computer Talk collects a limited amount of personally identifiable information (PII) and only those that we have identified as necessary to provide the services under the agreement. Where we have access to and process Data on a customer's behalf, we have reviewed our process practices to ensure we meet with the new General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). Details of our Privacy Notice, Data Protection Assurance Statement and change in Terms and Conditions for compliance can be found at www.computertalk.co.uk/GDPR.
- b.** Computer Talk staff do not have access to user credentials, but in the case where new accounts are created or a user requests a password reset, we will only disclose the new username and password to the user themselves, or to the Customer nominated contacts. Newly created accounts or password resets are configured to force a password change at first login, so once the user has logged in we cannot log in as them. Computer Talk staff will never ask for your password.
- 22.** Should loan equipment be installed while Computer Talk arranges the repair of any items, Computer Talk must be given free access in order to re-instate the repaired items. Notification will be provided to the Customer before access is required. Where permanent replacement parts are fitted the parts removed become the property of Computer Talk.
- 23.** Unless otherwise provided, all physical tools, test and maintenance equipment, maintenance spares, materials, media, documentation, software scripts and software tools remain the property of Computer Talk and are solely for the use of Computer Talk. These may be removed at any time by Computer Talk staff.
- 24.** Technical Support or advice given by Computer Talk without charge which goes beyond the support service covered by the Principal Agreement will be of an informal nature and without liability to Computer Talk whatsoever.
- 25.** Computer Talk must immediately be notified of any fault condition present on the equipment. Damage caused by failure to promptly report a fault may not be covered by the Principal Agreement, at the discretion of Computer Talk.
- 26.** Computer Talk and/or its subcontractors are not liable for losses of any kind however caused except for personal injury or physical property damage caused by the neglect of Computer Talk and/or its subcontractors. It is the responsibility of the Customer to indemnify and hold Computer Talk and/or its subcontractors harmless from and against any other claim for loss, costs or damages arising. Customers are entirely responsible for the security and back-up of their data. Computer Talk cannot be held responsible for loss of data or resulting loss of business.
- 27.** Where a site visit is given and a fault is shown to be a caused by either operator error or equipment other than that which is covered by the Principal Agreement, a call-out and hourly charge, may be made, at the discretion of Computer Talk.
- 28.** With regard to external equipment installations the hiring of platform hoists or scaffold towers if required will be the responsibility of the Customer and all costs for such hiring must be met directly by the Customer.
- 29.** You must make sure that any use of our Support remains in line with our Fair Usage Policy. If you breach this Policy, we may:
- a) help to identify the reason and assist to reduce the consistent high usage or
 - b) give you a notice to stop or moderate the unacceptable use(s); or
 - c) terminate or suspend support giving 30 days written notice.

- 30.** Without prejudice to any other remedy which may be available the Principal Agreement will terminate on 30 days written notice given by either party to the other:
- a) If either party commits any breach of the Principal Agreement.
 - b) If either party makes or offers to make any assignment of the Principal Agreement for the benefit of its creditors, or commences to be wound up otherwise than voluntarily for the purpose of amalgamation or reconstruction, or if a receiver is appointed over any part of its business.

Following termination of the Principal Agreement under this clause Computer Talk will be given access to remove any maintenance spares, test equipment, tools or documentation relating to the contract.

- 31.** All applicable charges payable by the Customer under Computer Talk's General Terms and Conditions of Business shall be payable by the Customer.
- 32.** Future terms and conditions are subject to reasonably change without notice. A copy of the latest terms and conditions can be obtained at any time by contacting the offices of Computer Talk or our website www.computertalk.co.uk