

Your IT Helpdesk and On-Site and Remote Support Terms and Conditions

Document Revision 1 – Sept 09

These terms and conditions are in addition to our standard Terms of Business (available at <http://www.tripod-it.co.uk>)

Our company details are:

Tripod It Limited

Company Registered in England no 4079422

Registered Address:

2b New Mills, Libbys Drive

Stroud

Gloucestershire

GL5 1RN

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

Microsoft SQL Server 2000 and above	
Microsoft IIS	

2. Terms

2. These terms apply when you purchase a Your IT Helpdesk subscription either via telephone, post or online via www.tripod-it.co.uk.

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 may 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 on our Rate Card, available from Tripod IT Limited, within the time limit stated in our Terms and Conditions

4.2. Either party may terminate this agreement by giving 30 days notice.

4.3. All payments are due monthly, in advance and in terms of subscriptions must be collected via standing order.

Service Specifics

5. Tripod IT Help Desk Subscriptions

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.

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 – 5:00pm (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 calls within 4 working hours.
- e) A Help Desk subscription does not take the place of routine maintenance of your system, or cover hardware failure, new equipment installation, training requirements or IT consultancy. You will be informed if after investigation chargeable remote work or a site visit is required to resolve the issue.
- f) 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 3.4, we reserve the right to charge for our services on an hourly basis.
- g) A time limit of 20 minutes per incident will apply. Any remote work taking longer than 20 minutes per incident or onsite work resulting from a telephone support request will be chargeable at our rate of £65.00 per hour + VAT. On-site work for customers subscribing to our Server Monitoring service will be prioritised in our on-site schedules.
- h) If your fault cannot be rectified onsite we will give you the option to have the work done in our workshop at our reduced hourly rate.
- i) If your hardware requires repair we will provide you with a quotation to carry out this repair in our workshop at our reduced hourly rate if it is an item that we can obtain parts for.
- j) If we need replace your main hard drive during a repair we will install the original operating system onto your machine provided that you have the relevant licence key(s).
- k) 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.
- l) The prices for this service do not include any parts required.

6. Tripod IT Server Monitoring 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.

6.2 This service provides you with:

- a) Daily Monitoring of your Sever Event Logs and Back Up Logs.
- b) Remote access for supporting and diagnosing servers
- c) Telephone support and diagnostics on the items listed in this agreement.
- d) Support is provided Monday-Friday 9:00am – 5:00pm (excluding bank holidays)
- e) In the event of an operative not being immediately available to diagnose your fault, one of our operatives will endeavour to return any calls within 4 working hours.

- f) 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 3.4, we reserve the right to charge for our services on an hourly basis.
- g) A time limit of 20 minutes per incident will apply. Any remote work taking longer than 20 minutes per incident or onsite work resulting from a telephone support request will be chargeable at our rate of £65.00 per hour + VAT. On-site work for customers subscribing to our Server Monitoring service will be prioritised in our on-site schedules.

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

8.1 Ad-hoc on-site and remote support services are provided on an hourly rate (prices are available on request from Tripod IT Limited). The minimum charge for remote support is 20 minutes. The minimum charge for on-site support is 1 hour. Travelling time and mileage may be charged for on-site support at Tripod IT Limited's discretion depending on the distance from our Stroud Office. 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 – 5:00pm 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/or server 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 in our workshop at a cheaper hourly rate.

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, however this is a chargeable service. 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 either onsite or whilst your equipment is in our workshop .

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.

Customer Signature:	
Name:	
Date	
Company Details (name & address):	
Telephone Number:	
Tripod IT Signature:	Wendy Coffin
Date:	