

Terms of Business



INTRODUCTION

These are the standard **Terms of Business** on which **We** will provide products and/or **Services** to **You**. They are made up of 2 main sections shown below and together with the **Order Form** (where presented) will form a legally binding **Contract** between **You** and **Us**. These **Terms of Business** shall apply to ALL products and / or **Services** provided by **Us**, whether ordered pursuant to an **Order Form** or not.

We provide a range of products and **Services** and therefore this document is split into 2 sections:

1. **General Terms and Conditions**

These set out the general terms and conditions that apply across all products & services provided by **Us**, therefore all customers should read this section

2. **Service specific sections**

There are 4 products & services sections as summarised A-D in the table below. For each product and/or **Service You** are ordering from **Us**, **You** should read the appropriate Services Specific Terms (additional specific terms)

Summary of Products and Services

Section	Service	Brief description
A	IT Managed Services	Provision of Service Desk Support Services for computer networks, including infrastructure, servers and PC support, maintenance and monitoring.
B	IT Professional Services	Provision of IT professional services (e.g. field engineering, project management, project implementation and consultancy).
C	Cloud and IT Services	Provision of Domain, web and server hosting and cloud-based IT services.
D	IT Hardware and Software Supply	Provision of third party IT Hardware and / or software.

General Terms & Conditions

1 DEFINITIONS

In the **Contract**, the terms in bold have the following meanings:

- 1.1 **“Charges”** – the **Charges** for the **Service, Equipment, Hardware, and Third Party Software**, as specified on the **Order Form** (excluding any installation **Charges**);
- 1.2 **“Contract”** – a completed **Order Form** which when signed by both **You** and **Us** forms a legally binding **Contract** incorporating these **Terms of Business**;
- 1.3 **“Equipment”** – the **Equipment** (if any) specified on the **Order Form** and / or in the **Service Description**, that relates to the **Service**;
- 1.4 **“Hardware”** – the computer **Hardware** (if any) specified on the **Order Form**;
- 1.5 **“IT Managed Services”** – Network, infrastructure and Service Desk Support (if any), as further detailed in the **Service Description**;
- 1.6 **“Initial Contract Term”** – the initial **Contract** term specified in the **Order Form**;
- 1.7 **“Installation Service”** – any preparatory work carried out by **Us** to enable **You** to receive **Services**, including, for example, installation of any **Equipment** (including the **Equipment**), migration work, configuration, any third party work;
- 1.8 **“Order Form”** – **Our Order Form** for products and / or **Services**. This may be either paper-based (requiring signature + fax) or an e-sign document;
- 1.9 **“Service”** – the **Service**, as specified on the **Order Form**, and further detailed in the **Service Description**;
- 1.10 **“Service Description”** – The **Service Description** of the relevant Section of these **Terms of Business**
- 1.11 **“Third Party Software”** – the **Third Party Software** (if any) specified on the **Order Form**;
- 1.12 **“Terms of Business”** – these **Terms of Business** including all Sections, as amended by **Us** from time to time;
- 1.13 **“We”, “Our”, or “Us”** – Delta 365 Limited (company reg. no. 09325250), incorporated in England with registered offices at 2-4 Packhorse Road, Gerrards Cross, Buckinghamshire, SL9 7QE;
- 1.14 **“Working Day”** – any day falling on or between Monday to Friday, but excluding all English public and bank holidays and excluding noon onwards on Christmas Eve;
- 1.15 **“You” or “Your”** – the customer purchasing our products and / or **Services**, whose details are specified on the **Order Form**;
- 1.16 **“Your Network”** – all the PCs and servers specified on the **Order Form** that together form your corporate domain, including any personal computers and printers locally;

2 GENERAL

2.1 **We** reserve the right to amend these **Terms of Business** at anytime. Such revised **Terms of Business** shall be binding on **You** in relation to all existing and future products and / or **Services**, and shall come into effect when **You** agree a subsequent order with **Us**. Such revised **Terms of Business** shall be deemed to constitute a part of the **Contract** between **You** and **Us** in place of the previous **Terms of Business**. Should these **Terms of Business** be amended we will provide a minimum of 30 (thirty) days written notice.

3 INTERPRETATION

3.1 In the event of any conflict between the **Order Form** and these **Terms of Business**, the **Order Form** shall prevail.

3.2 All references in a Section of these **Terms of Business** are to terms in that Section unless otherwise stated.

4 OUR OBLIGATIONS

4.1 **We** warrant that **We** will provide the **Service** to **You** by exercising the reasonable degree of skill and care of a competent information technology and telecommunications provider.

4.2 Notwithstanding any provisions set out in the **Contract**, **Our** obligation to provide any products and / or **Services** to **You** (including the **Installation Service** and the **Service**) is limited to an obligation to use **Our** reasonable endeavours to do the same. Should a situation occur which limits **Our** ability to provide any products and / or **Services** alternative provisions will be discussed with **You**.

4.3 comply with all regulatory and legal requirements of competent regulatory bodies within the European Union with respect to **Use** of the **Service**;

4.4 **We** shall use **Our** reasonable endeavours to meet any agreed dates, but time is not of the essence in respect of those dates.

4.5 Where the **Service** is not being charged on a fixed price basis, any estimate or indication by **Us** of the number of man days or hours required to complete a specific task shall be deemed to be an estimate only.

4.5 Unless otherwise specified on the **Order Form**, **We** shall be free to choose how the **Installation Service** and the **Service** is delivered.

5 YOUR OBLIGATIONS

5.1 **You** shall:

- 5.1.1 perform all **Your** obligations under the **Contract**;
- 5.1.2 use all reasonable endeavours to carry out **Our** reasonable instructions;
- 5.1.3 provide **Us** with, on an on-going basis, all up-to-date information, cooperation, support, and access to enable **Us** to perform **Our** obligations under the **Contract**;
- 5.1.4 provide **Us** with all office, information technology, and telecommunications facilities (including full remote access), at **Your** cost, that **We** may require to enable **Us** to perform **Our** obligations under the **Contract**;

5.1.5 ensure that the users of the **Equipment** and / or the **Service** are suitably trained to do so;

5.1.6 provide a suitable operating environment for the **Equipment**, and only operate both the **Equipment** and other **Equipment** that is used in conjunction with the **Service** in accordance with its manufacturer's operating instructions;

5.1.7 comply with all regulatory and legal requirements of competent regulatory bodies within the European Union with respect to **Use** of the **Service**;

5.1.8 secure all necessary consents (required by relevant licences or leases) and provide electrical and connection points to enable **Us** to perform all **Services** under the **Contract**; and

5.1.9 ensure **You** have cancelled any previous **Services** that **We** are replacing and dealt with any early termination charges that may become due to any previous service provider(s).

5.2 **You** shall not:

5.2.1 except for the purposes of routine maintenance, add to, modify, or interfere with in any way, the **Equipment** and / or the **Service** (or permit any third party to do the same); and / or

5.2.2 allow unauthorised users to use the **Service**, and shall take all reasonable security precautions to avoid such unauthorised access; and / or

5.2.3 use the **Service** in any way that would constitute or contribute to the commission of a crime, tort, fraud, or other unlawful activity (including activities deemed unlawful under a complainant's legal jurisdiction).

5.3 **You** agree to the Internet Acceptable Use Policy set out in Schedule 1 and warrant that any material and / or communication received, transmitted, hosted, or otherwise processed using the **Service** is not (and will not be) menacing, of a junk mail or spam like nature, illegal, obscene, threatening, defamatory, discriminatory, promote illegal or unlawful activity, or be otherwise actionable or in violation of any rules, regulations or laws to which the **Service** is subject, and does not (and will not) infringe the intellectual property rights of **Us** or any third party. **You** shall indemnify and keep **Us** fully indemnified against all costs, claims, demands, expenses and liabilities arising out of or in connection with any breach or reasonably suspected breach of this Clause 5.3.

6 CHANGES

6.1 **You** shall not be permitted to make a change to this **Contract** unless such change is agreed by **Us** in writing.

6.2 Limited changes to the scope of the **Service** (including changes to **Your** sites and site locations where the **Service** is **Used**) may be agreed by **You** and **Us** from time to time.

7 CHARGES, INTEREST, AND DISCOUNTS

7.1 All **Charges** are payable in sterling, and are exclusive of Value Added Tax and any other sales tax, which shall be payable by **You** in the manner prescribed by law.

7.2 **We** shall be entitled to raise an invoice for the **Charges** as and when they become payable.

7.3 Full payment of a raised invoice shall fall due 14 (fourteen) days after the date of that invoice, unless otherwise specified in the **Order Form** in which case full payment shall fall due on that date. **You** must check the invoice carefully on receipt. If **You** wish to raise any queries regarding the invoice, **You** must do so as soon as possible, and not later than 7 (seven) days after the date of receipt (after which **You** are deemed to have accepted the invoice)

7.4 **You** shall pay all **Charges** without any deductions, withholdings, counterclaims, and set-offs.

7.5 Following the **Initial Contract Term** **We** shall be entitled to revise any on-going **Charges** with effect from the first day of a calendar month by giving **You** not less than 30 (thirty) days' written notice.

7.6 If any **Charges** are not paid in full by the due date then without prejudice to **Our** other rights and remedies **We** reserve the right to charge interest on the outstanding sum on a daily basis (before as well as after any judgment) until the date of payment at the rate prescribed from time to time under the Late Payment of Commercial Debts (Interest) Act 1998.

7.7 Where the **Charges** have been discounted (such discount being specified on the **Order Form**) based on any assumptions (e.g. **You** taking a 'bundle' of services and / or products from **Us** for period of time), such discount only remains valid for as long as those assumptions remain true and applicable. When any of those assumptions no longer remain true or are no longer applicable, **You** shall from then on pay the full **Charges** without the application of any discount.

7.8 **You** may with **Our** prior consent arrange for a third party (for example, a leasing company) to discharge **Your** payment obligations under the **Contract**, in which case **We** may vary the date on which payment in respect of any **Equipment** falls due.

8 STAFF AND CONTRACTORS

8.1 **We** will ensure that **Our** staff employed in the provision of **Service** possess appropriate skills and experience. **We** reserve the right to replace any staff assigned to the provision of the **Service**.

8.2 Where any part of the **Service** is to be provided at **Your** premises, **You** shall ensure that **Our** staff and **Contractors** have a safe place to work, and **You** shall notify **Us** of any health and safety rules which apply to **Your** premises. **We** will use **Our** reasonable endeavours to ensure that **Our** staff and contractors comply with such rules when working on **Your** premises.

8.3 **You** shall not, without **Our** prior written consent, initiate recruitment of any of **Our** field engineers during the life of, or for a period of 6 months from expiry or termination of, the **Service**. If **You** breach this Clause 8.3, **You** shall pay **Us** a sum equal to 12 months current gross salary of the field engineer in recognition of the value of that field engineer to **Us**. The parties agree that this sum

is a genuine pre- estimate of the loss likely to be suffered by **Us** in these circumstances.

9 DATA PROTECTION AND CONFIDENTIALITY

9.1 Both parties shall comply with the Data Protection Act 1998, Data Protection Act 2018 and the General Data Protection Regulation ((EU) 20161679), or any successor legislation.

9.2 Subject to Clause 9.3 below, neither party shall, without the authority of the other, disclose to any third party any confidential information concerning the software, licensees, business, accounts, finance, or contractual arrangements, or other dealings, transactions, affairs, or plans of the other which may come to that party's knowledge in the course of performing its duties under the **Contract**.

9.3 **You** agree that **We** may disclose any information **We** hold on **You** to any third party where necessary to provide, or enable the provision of, the **Service**, or to comply with any disclosure required by law, any court, or any regulatory authority.

10 SERVICE SUSPENSION

10.1 By giving reasonable notice to **You**, or if this is not practicable, such notice as is reasonably practicable in the circumstances, **We** may suspend the **Service** (or any part of the **Service**) and / or any other **Service** (or **Services**) that **We** are providing to **You**:

10.1.1 for operational reasons in accordance with the service levels as stated in the **Service Description**; or

10.1.2 if **We** are obliged to comply with the order, instruction, or request of a court, government, agency, emergency service organisation, or other competent administrative or regulatory authority, requiring suspension to the **Service**; or

10.1.3 if **Your** use of the **Service** may damage or disrupt the proper functioning of the infrastructure and / or equipment used to provide **Services** to **Our** other customers; or

10.1.4 if **We** have reasonable grounds to believe that **You** are in breach of **Your** obligations (including **Your** obligation to pay **Charges**), and **You** either fail to remedy that breach or fail to demonstrate to **Our** reasonable satisfaction that no breach took place within five (5) Working Days of written notice of the suspected breach.

10.2 Suspension of the **Service** under Clauses 10.1.2 - 10.1.4 above shall be excluded from **Our Service** level obligations under the **Contract**, and such suspension of the **Service** shall continue for as long as any of the circumstances in clauses 10.1.2 – 10.1.4 above continue.

11 TERMINATION

11.1 **Our** provision of any **Services** and / or products under the **Contract** is subject to **Us** undertaking scoping work. Where **We** determine pursuant to such scoping work that **We** cannot provide any **Service** and / or product, **We** shall be entitled to immediately terminate the **Contract** and refund any payments made by **You** under that **Contract** to the extent that **You** have not received value in the form of **Equipment** and/or **Services**

11.2 **Both parties** shall have the right, by giving written notice to **the other party**, to terminate the **Contract** immediately if **the other party**:

11.2.1 commit any material breach of **its** obligations, and fail to remedy that breach within 28 (twenty- eight) days of written notice of that breach (the 28 (twenty- eight) day period only applies where a breach is capable of remedy; if it is incapable of remedy, the **Contract** may be terminated by written notice straight away); or

11.2.2 have a winding up petition presented, or enter into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction without insolvency), or make an arrangement with **its** creditors or petitions for an administration order, or have a receiver or manager appointed over any of **its** assets, or generally become unable to pay **its** debts within the meaning of section 123 of the Insolvency Act 1986.

11.3 On termination of the **Contract** any rights of either party which arose on or before termination shall be unaffected.

12 LIMITATION OF LIABILITY

12.1 **We** do not exclude or limit **Our** liability for:

12.1.1 death or personal injury caused by **Our** negligence; and / or

12.1.2 breach of the obligations arising from section 12 of the Sale of Goods Act 1979 (seller's implied undertaking as to title, etc.); and / or

12.1.3 breach of the obligations arising from section 2 of the Supply of Goods and Service Act 1982 (implied terms about title, etc. in certain contracts for the transfer of property in goods); and / or

12.1.4 fraudulent misrepresentation; and / or

12.1.5 breach of Clause 9 (Data Protection and Confidentiality).

12.2 **Our** liability for damage to **Your** tangible property caused by **Our** negligence shall not exceed £1,000,000 (one million pounds).

12.3 **We** shall not be liable to **You** for loss of profit, loss of revenue, loss of anticipated savings, loss of goodwill, and/or loss of data.

12.4 Except as expressly stated on the **Order Form**, all warranties, conditions, obligations, or implied terms which are implied into the **Contract** by statute, custom, or law are hereby excluded to the maximum extent permissible in law.

13 FORCE MAJEURE

13.1 **We** shall not be liable for any delay or failure in performing **Our** obligations under the **Contract** caused by any circumstances beyond **Our** reasonable control, including, without limitation:

13.1.1 act of God, explosion, flood, tempest, fire, or accident;

13.1.2 unusual atmospheric conditions and unusual conditions in outer space which may affect signals to and from and the workings of satellites;

13.1.3 war or threat of war, sabotage, insurrection, civil disturbance, or requisition;

13.1.4 acts, restrictions, regulations, byelaws, prohibitions, or measures of any kind on the part of any governmental agency or local authority;

13.1.5 strikes, lock-outs, or other industrial actions or trade disputes;

13.1.6 difficulties in obtaining materials, labour, fuel, parts, or machinery;

13.1.7 power failure or breakdown in machinery; and

13.1.8 failure or disruption of, or delay to, a **Service** provided by **Our** subcontractor or **Service** provider that adversely impacts on **Our** ability to comply with **Our** obligations.

14 **SUBCONTRACTING AND ASSIGNMENTS**

14.1 **We** may subcontract **Our** rights and obligations under the **Contract** only once notice to **You** has been provided and only by your prior agreement.

14.2 **You** shall not assign or otherwise transfer the **Contract** or any of **Your** rights and obligations under the **Contract** whether in whole or in part without **Our** prior written consent.

15 **ENTIRE AGREEMENT**

15.1 The **Contract** supersedes any prior **Contracts**, arrangements and undertakings between the parties in relation to the subject matter of the **Contract** and constitutes the entire agreement between the parties relating to that subject matter.

15.2 **You** agree that **You** will have no remedy in respect of any untrue statement made to **You** upon which **You** relied in entering into the **Contract**, unless the statement was made fraudulently.

16 **WAIVER, NOTICES, AND SEVERANCE**

16.1 No delay, neglect, or forbearance by either party in enforcing its rights under the **Contract** shall be a waiver of or prejudice those rights.

16.2 All notices under the **Contract** shall be in writing and shall be sent to the address of the recipient specified on the **Order Form** or to such other address as the recipient may have notified from time to time.

16.3 If any part of the **Contract** is held unlawful or unenforceable that part shall be struck out and the remainder of the **Contract** shall remain in full effect.

17 **DISPUTES**

17.1 The parties shall attempt to resolve any dispute arising out of or relating to the **Contract** through negotiations between senior executives of the parties who have authority to settle the same.

17.2 If the matter is not resolved through negotiation, the parties will attempt to resolve the dispute in good faith through an Alternative Dispute Resolution (“ADR”) procedure as recommended to the parties by the Centre for Effective Dispute Resolution.

17.3 If the matter has not been resolved by an ADR procedure within 30 (thirty) days of the initiation of that procedure, or if either party will not participate in an ADR procedure, the dispute shall be decided by the English courts and the parties submit to its exclusive jurisdiction for that purpose.

17.4 The **Contract** shall be governed by the laws of England and Wales.

18 **ORDERING PROCESS**

18.1 Submit a request to **Us** for products and / or **Services**;

18.2 **We** will consider **Your** request and may decide to undertake some scoping work. The scoping work enables **Us** to determine whether or not **We** are capable of providing the products and / or **Services** that **You** have requested. If the scoping work reveals that **We** will need to make some changes, **We** will reflect those changes on the **Order Form**;

18.3 If **We** choose to proceed with **Your** order, **We** will send **You** an **Order Form**. The **Order Form** will detail the products and / or **Services** that **You** have requested;

18.4 The **Order Form** may be presented as:

18.4.1 an email attachment which needs to be printed off, signed and either scanned or faxed back to **Us**

18.4.2 an e-document that enables electronic confirmation “signature”;

18.5 **You** should review the **Order Form** and make sure **You** are happy with the content. If **You** wish to make any changes, please let **Us** know and **We** will reissue an amended **Order Form** if appropriate;

18.6 Once **You** are happy with the content, **You** should sign the **Order Form** (and a Direct Debit mandate if one is not already on file) and return it to **Us** within 30 (thirty) days from the date of the **Order Form** (otherwise **We** may wish to reissue the **Order Form**, or confirm that it is still valid). When **We** receive the signed and completed **Order Form**, a legally binding **Contract** will come into existence between **You** and **Us**.

Service Specific Terms

SECTION A: IT Managed Services

1 SERVICE DESCRIPTION

1.1 Provision of Service Desk Support Services for **Your Network**, including infrastructure, servers and PC support, maintenance and monitoring.

2 SERVICE DURATION

2.1 **We** will provide the Service to **You**, from the start date specified on the **Order Form**, for the duration of the initial contract term specified on the **Order Form**. After the initial contract term specified on the **Order Form**, **We** will continue to provide the **Service** to **You** until either party terminates the **Service** by giving not less two calendar months written notice to expire on the last day of a calendar month.

3 SERVICE LIMITATIONS AND EXCLUSIONS

3.1 The **Service** is provided only for the **Supported Software** across **Your Network**.

3.2 The **Service** excludes support for faults that relate to any modification or unauthorised use of **Your Network** or the **Supported Software**.

4 CHARGES

4.1 Unless otherwise agreed, **You** shall pay the **Charges** by Direct Debit monthly in advance starting on the start date specified on the **Order Form**.

5 YOUR OBLIGATIONS

5.1 You shall:

5.1.1 not let anyone other than **Us** provide support for the **Supported Software** across **Your Network**;

5.1.2 keep full and up-to-date secure offsite backup copies of the data on **Your Network** in accordance with best industry practice; and

5.2 **You** shall notify **Us** in writing if there is any change to the network administrator specified on the **Order Form**. Such notice shall specify the full contact details of any new network administrator.

6 LIMITATION OF LIABILITY

6.1 Subject to the General Section, **Our** liability to **You** under or in relation to the **Contract** shall not exceed the greater of: (i) 100% of the charges paid by **You** (including any charges payable but not yet paid) under the **Contract** in the 12 (twelve) months preceding the issue date on the applicable claim form; and (ii) £4,000 (four thousand pounds), regardless of whether such liability arises from a breach of contract, tort, or breach of statutory duty.

SECTION B: IT PROFESSIONAL SERVICES

1 SERVICE DESCRIPTION

1.1 Provision of IT professional services to **Our** IT Managed Services customers, including, for example, field engineering, remote support, training, programming / software development, and consultancy. Professional services can be provided pursuant to an **Order Form**, or can be 'ad hoc' where they are not provided pursuant to an **Order Form**. Where professional services are 'ad hoc' they are provided on a time and materials basis.

2 SERVICE

2.1 Where the **Service** is provided pursuant to an **Order Form**, **We** will provide the **Service** on a fixed price basis in accordance with that **Order Form**. For a period of 10 (ten) **Working Days** from completion of the **Service**, **We** will correct any material nonconformities of the **Service** with the originally agreed scope of work.

2.2 Where the **Service** is the provision of 'ad hoc' professional services, **We** will provide the **Service** on a time and materials basis and as agreed by **You** and **Us**. You shall accept the provision of such 'ad hoc' professional services by reviewing and signing **Our** 'job sheet' sheet.

2.3 Professional services provided by **Us** which address any issues which are out of scope of another **Service**, shall be provided by **Us** as chargeable professional services under this Section B.

3 CHARGES

3.1 Where the **Charges** are calculated on a time and materials basis, the time spent on providing the **Service** shall be determined by the time shown on the job sheet which shall be signed by **You** and returned to **Our** field engineer at the end of each day during which the **Service** is provided. The **Charges** shall be determined by multiplying the time shown on the job sheet by **Our** current standard hourly or daily rate (whichever is applicable) for the role type specified at the agreed rate.

3.2 **You** shall pay the **Charges** in accordance with this Clause 3, and the **Order Form** (if any).

4 YOUR OBLIGATIONS

4.1 **Where** software development forms part of the **Service**, if **We** request **You** to do so, **You** shall provide **Us** with a non-live version of the relevant computer system on which to provide the **Service**.

4.2 Where the **Service** is to be carried out on **Your** computer system, **You** are at all times responsible for keeping full and up-to-date secure offsite back-up copies of all data and software in accordance with best industry practice. **We** shall not be liable for any failure by **You** to abide by the terms of this Clause 4.2.

5 INTELLECTUAL PROPERTY RIGHTS

5.1 Where the **Service** involves the creation or development of any deliverable (e.g. software development, creation of user manuals):

5.1.1 all copyright and other intellectual property rights in those deliverables, will at all times, remain vested in **Us**; and

5.1.2 **We** grant to **You** a non-exclusive, non-transferable, irrevocable right to modify, adapt, use, and sublicense those deliverables for **Your** own internal business purposes.

6 LIMITATION OF LIABILITY

6.1 Subject to the General Section, **Our** liability to **You** under or in relation to the **Contract** shall not exceed the greater of: (i) 100% of the charges paid by **You** (including any charges payable but not yet paid) under the **Contract** in the 12 (twelve) months preceding the issue date on the applicable claim form; and (ii) £5,000 (five thousand pounds), regardless of whether such liability arises from a breach of contract, tort, or breach of statutory duty.

SECTION C: CLOUD AND IT SERVICES

1 SERVICE DESCRIPTION

1.1 Provision of new domain name registrations, domain name transfers, DNS Services, web and server hosting services and the resell of cloud-hosted IT services.

2 SERVICE DURATION

2.1 **We** will provide the **Service** to **You**, from the **Service** activation date that **We** notify to **You**, for the initial contract term specified on the **Order Form**. After the initial contract term specified on the **Order Form**, **We** will continue to provide the **Service** until either party terminates the **Service** by giving not less than 90 (ninety) days' written notice to expire on the last day of a calendar month.

2.2 **We** will provide **Service Desk Support** to **You** for the **Service** from the **Service** commencement date that **We** notify to **You** for the duration of the **Service**.

2.3 On termination of the **Service**, **We** will provide all reasonable assistance to **You** that is necessary to enable the handover of the **Service**.

3 CHARGES

3.1 **You** shall pay the installation charge and on-going **Charges** in accordance with the **Order Form**.

4 HOSTING

4.1 Where hosting forms part of the **Service**, **You** grant to **Us** a licence for the duration of the **Service** to:

4.1.1 host the material to be hosted by **Us** pursuant to the provision of the **Service**; and

4.1.2 remove or amend any material contained in the hosted material that breaches the **Contract**.

5 YOUR OBLIGATIONS

5.1 **You** shall keep full and up-to-date secure back-up copies of **Your** data which is received, transmitted, hosted, or otherwise processed by **Us** pursuant to the **Service**, in accordance with best industry practice.

6 LIMITATION OF LIABILITY

6.1 Subject to the General Section, **Our** liability to **You** under or in relation to the **Contract** shall not exceed the greater of: (i) 100% of the charges paid by **You** (including any charges payable but not yet paid) under the **Contract** in the 12 (twelve) months preceding the issue date on the applicable claim form; and (ii) £5,000 (five thousand pounds), regardless of whether such liability arises from a breach of contract, tort, or breach of statutory duty.

SECTION D: IT HARDWARE AND SOFTWARE SUPPLY

1 SERVICE DESCRIPTION

1.1 Provision of third party IT hardware and / or software to **Our** customers.

2 HARDWARE AND SOFTWARE

2.1 **We** will deliver the **Hardware** and the **Third Party Software** to **You** on the delivery date notified to **You**, at the site as specified on the **Order Form**.

2.2 On delivery of the **Hardware** and **Third Party Software** to **You**, full risk of damage to, or loss of, the **Hardware** and **Third Party Software** shall pass to **You**.

2.3 On full payment of the **Charges** title in the **Hardware** and the medium on which the **Third Party Software** is stored shall pass to **You**. If the **Charges** are not paid in full then title in **Hardware** and the medium on which the **Third Party Software** is stored shall not pass and, without prejudice to **Our** other rights and remedies, **We** reserve the right to recover or resell the **Hardware** and the medium on which the **Third Party Software** is stored and, for that purpose, **You** grant to **Us** a licence to enter upon the premises where the **Hardware** and the **Third Party Software** are stored. **You** undertake to keep the **Hardware** and the medium on which the **Third Party Software** is stored wholly identifiable and distinguishable from other goods until full payment of the **Charges**.

2.4 We reserve the right prior to delivery of the **Hardware** to substitute an alternative item of hardware for any hardware specified on the **Order Form**, provided that such substitution will not materially affect the performance of such hardware and will not result in any increase in the **Charges**.

2.5 On **Our** request, **You** shall return to **Us** all packing materials used for delivering the **Hardware** and the **Third Party Software** to **You** in good condition and at **Your** expense as soon as reasonably possible after delivery. **We** reserve the right to charge for any such packing materials not so returned.

3 CHARGES

3.1 Within 2 (two) **Working Days** of delivery of the **Hardware** and / or **Third Party Software** the **Charges** shall be paid by **You** in full by cheque or electronic transfer funds unless otherwise stated on the **Order Form**.

4 LIMITATIONS AND EXCLUSIONS

4.1 **Your** right to use and deal with the **Third Party Software** is governed by any licence terms applicable to the **Third Party Software**. It is **Your** sole responsibility to agree to and enter in to any such licence with the owner of the intellectual property rights in the **Third Party Software**.

4.2 Nothing under the **Contract** shall be construed as having the effect of assigning, transferring, or dealing with any copyright, patent, or any other intellectual property rights in the **Third Party Software**.

5 WARRANTIES

5.1 Within 2 (two) **Working Days** from the delivery date **You** shall inspect the **Hardware** and any medium on which the **Third Party Software** is stored, including any accompanying documentation, and notify **Us** of any defects in delivery.

5.2 If **You** accept delivery of the **Hardware** and **Third Party Software**, and do not notify **Us** of any defects under Clause 5.1 above, **You** shall not be entitled to reject the **Hardware** and **Third Party Software**.

5.3 Except as provided under Clause 5.2 above, the **Hardware** and **Third Party Software** is sold on an 'as is' basis, and **You** assume the entire risk as to the related functionality, performance, and quality.

5.4 Unless the **Order Form** specifies a longer period, for a period of 12 (twelve) months from delivery of the **Hardware**, **We** warrant that the **Hardware** shall operate in accordance with its manufacturer's documentation. In the event of **Hardware** failure within this period, **You** shall promptly notify **Us** whereupon **We** shall replace or repair the **Hardware** in accordance with the manufacturer's documentation within a reasonable period of time.

6 LIMITATION OF LIABILITY

6.1 Subject to the General Section, **Our** liability to **You** under or in relation to any **Hardware** and / or **Third Party Software** shall not exceed the greater of: (i) 100% of the charges paid by **You** (including any charges payable but not yet paid) for that **Hardware** and / or **Third Party Software**; and (ii) £3,000 (three thousand pounds), regardless of whether such liability arises from a breach of contract, tort, or breach of statutory duty

For any questions,
contact us here.



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