

Pure Care - Agreement Terms

1. **START DATE AND PERIOD**
2. This Agreement will start on the date you sign this Agreement and the provision of the Services will commence on the date shown in this Agreement. This agreement will automatically renew at the end of each term for a further term of 12 months unless either party gives the other written notice of termination at least 90 days prior to the end of the relevant term. This does not prevent either party, from exercising their rights to suspend or terminate the Services.
3. **REMOTE CHARGES**
 - (a) The monthly charge for the Service you have selected is set out within the outline proposal.
 - (b) No additional charges will be made for remote support services at the locations outlined overleaf.
4. **REMOTE MANAGEMENT SERVICES**
 - (a) We will provide you with the category of Remote Management Services selected overleaf during the business hours set out overleaf. The Remote Management Services are described in our Price List available on request, as reasonably amended from time to time.
 - (b) Our Standard Service hours are 09.00 – 17.30 working days, excluding public holidays.
 - (c) 08.00 – 20.00 Support Services are Monday to Friday, excluding public holidays.
 - (d) 24x7 Critical Support is Monday to Sunday.
5. **PAYMENTS**
 - (a) You shall pay the charges plus VAT for the Services as set out overleaf which shall be billed in advance and are due for payment within thirty days of receiving your bill.
 - (b) If payment is not made when due we may charge interest at the rate of 5% above the base rate of Bank of Scotland on any amount you fail to pay from the date when payment was due until the date of actual payment.
 - (c) Paying on time is an essential condition of this Agreement. We can stop providing you the Services if you do not pay our invoices on time. This does not affect any of our other rights.
6. **EQUIPMENT**

If you contract with us for a minimum period of twelve months we will install at your premises and connect to your server or network or other computer systems certain equipment to enable us to provide the Services. We shall retain title in this equipment which shall unless we agree otherwise be returned at the end of this agreement. We shall also provide all necessary maintenance and repairs as is necessary for us to perform the Services.
7. **PRICE INCREASES AND TERMINATION**

To take account of increases in cost we may increase our charges by giving you three months' notice. In this situation you may at any time ask to end this Agreement on three months' notice by writing to us.
8. **OUR OBLIGATIONS TO YOU**
 - (a) We will use reasonable endeavours to provide you with the Services, however it is technically impractical through the services to ensure that you suffer no network failures or that we can solve all network failures.
 - (b) We will establish and maintain such security measures and procedures as are reasonably practical to provide for the safe custody of your information and data which may come into our possession and to prevent unauthorised access thereto or use thereof.
9. **YOUR OBLIGATIONS TO US** You agree:
 - (a) to provide us with such telecommunication facilities to your network at all reasonable times and to co-operate in diagnosing faults;
 - (b) to inform us in writing (which shall include electronic mail) of any material changes to your network environment or changes in the maximum number of simultaneous users; and to meet your payment obligations set out in this Agreement.
10. **WHAT IS NOT INCLUDED IN THE SERVICES**

The Service does not include service in respect of:-

 - (a) repair or renewal of any hardware or renewal of any consumable supplies, excluding equipment supplied in relation to Clause five.
 - (b) work external to your equipment such as electrical or other environmental work;
 - (c) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in your equipment;
 - (d) diagnosis and/or rectification of problems not associated with network software;
 - (e) diagnosis and/or rectification of problems associated with any bespoke or application software.
11. **OUR RIGHT TO SUSPEND OR END**

In addition either party can suspend the services or end this Agreement (or both) if at any time without informing you if: -

 - (a) either party materially breach this Agreement;
 - (b) bankruptcy or insolvency proceedings are brought against either party, a receiver is appointed over either party's assets or either party goes into liquidation;
12. **LIMIT OF OUR LIABILITY**

We do not know how a problem in your network might harm your business. If you think you need protection against this or any other risks, you must insure against them yourself. We have based our fees on the fact that we are not responsible for these risks. Except for the terms in this Agreement, no other conditions, warranties, terms, representations and undertakings apply. We are not in any way responsible for any loss of profit, loss or spoiling of data, network downtime, reputation, goodwill or any financial loss, or any liability you may have to someone else, however it is caused.

 - (b) We do not exclude or restrict liability for death or personal injury resulting from our negligence.
 - (c) Any liability we may have of any sort (including any liability because of our negligence) shall in no circumstances exceed the value of £1,000,000 in respect of one event or series of events.
13. **CIRCUMSTANCES BEYOND OUR CONTROL**

We shall not be liable for any failure in performance or Services for reasons beyond our control included but not limited to default or failure of a third party, telephone operators, government actions or force majeure.
14. **OTHER STANDARD TERMS**
 - (a) This Agreement is the entire agreement between you and us for the provision of the Services.
 - (b) Your duties under this Agreement will continue and not be affected by the destruction or change or cessation of use of your network or other system.
 - (c) If you agree, or a court law decides that a term of this Agreement is illegal, not effective or cannot be enforced, this Agreement will continue if we decide it should. But the term in question will be changed to make it legal, effective or so we can enforce it. If that is not possible, it will be taken out of this Agreement. In either case, the change will start on the date we agree what to do or the date of the relevant decision.
 - (d) Notices under this Agreement must be made in writing and delivered by hand or sent by post to the other party's address. The address will be any of the ones stated in this Agreement or, for a limited company, its registered office, or the last known address of the other party. The notice will be taken to have been delivered on the date it was delivered by hand or forty eight hours after the date it was posted.
 - (e) You must not transfer your rights or duties under this Agreement to anyone else without getting our written permission first. We may transfer our rights and duties under this Agreement but we will still be responsible to you for carrying out our duties.
 - (f) This Agreement is governed by English law and disputes will be decided in English Court.