

Terms and Conditions

2 The Contract

2.1 Acceptance

It is deemed that you have read, understood and agreed to these Terms and Conditions, if you ask for IT support (including but not limited to general IT support, email hosting, domain hosting, software licenses, IT audits) from Custom Business Solutions UK Limited t/a Octopus IT, whether by phone, an arranged visit, e-mail or any other method.

2.2 Pay As You Go

Octopus IT works on a "Pay As You Go" basis, unless you choose to have an IT Support Agreement contract which has been arranged separately.

2.3 Fees and Charges

As detailed in our quotation. All prices quoted are excluding VAT.

2.4 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. 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.

2.5 Service Delivery

The methods of support offered are:

- Site Visit
- Remote Control Software
- Ticketing System
- Telephone Help Desk Support

2.6 Client Responsibilities

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.

2.7 Timescales and Cancellations

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 will try, but cannot guarantee, that we will meet them.

If we are not notified in advance to cancel a scheduled remote connection or site visit, a charge equivalent to the scheduled works will be incurred. The works will then need to be rescheduled accordingly.

2.8 Payment

Payment of invoices shall be made within 30 days of receipt, either by cheque or Bank Transfer, unless otherwise agreed in writing.

If payment is not received within 30 days of the invoice date then a £25.00 + VAT admin charge will be applied per invoice. Further charges of £25.00 + VAT will be applied for every additional week the invoice remains outstanding. This applies to all invoices issued.

2.9 Goods Supplied

Where goods have been supplied they remain the property Octopus IT until the invoice has been settled. If the invoice remains unpaid for more than 30 days, Octopus IT reserve the right to take the goods back in to their possession.

2.10 Software and Licences

The client will be responsible for all costs associated with Software and Licences. Where remote VPN support is required, any software enabling remote access and any licence fees for remote third party support/management software will be paid for by the client.

3 Arranging Support

3.1 Working Hours

Hours of cover are 9:00 – 17:00 Monday to Friday (excluding UK public holidays). All quotations provided are on the basis of the works being carried out during normal working hours unless otherwise specified.

3.2 Access

You must give access at the time of the agreed visit. Failure to do so may result in us charging for the missed appointment.

3.3 Fixing a Fault

If a fault cannot be rectified on-site we will give you the option to have the fault rectified off site. If any hardware requires repair we will provide you with a further quotation to carry out this repair if it is an item that we can obtain parts for. If we replace your main hard drive we will re-install the operating system and restore the latest backup provided that you have the relevant software licence key(s). 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. The price for this service does not include the cost of any parts, hardware or software that may be required.

3.4 The Client agrees:

- a) to our engineers or approved contractor having remote access to your computer systems
- b) to install or allow us to install approved anti-virus protection to all systems (subject to any software licence fees)
- c) to have technical details regarding your systems recorded on our database
- d) to allow us to create any administration accounts that we may require

4 Exclusion Of Consequential Loss

Octopus IT will not in any circumstances be liable to the Client for consequential, indirect or incidental loss (including but not limited to loss of profits or lost sales) damage or expense howsoever caused.

5 Confidentiality

Both parties to this agreement warrant that they shall keep confidential any information concerning the business affairs of the other.

6 Enforceability

Should any clause in this agreement be deemed by a UK court to be unenforceable such clause or part shall be deleted without affecting the integrity of the rest of the Agreement, which shall remain valid and enforceable in accordance with its terms.

7 Entire Agreement

Both parties acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings except such as set down hereto. The parties further acknowledge that this Agreement supersedes, terminates or otherwise renders null and void any and all prior agreements or contracts. Clause headings are understood by both parties to be for guidance only and do not limit, condition or alter any individual clause.

8 Warranties

OCTOPUS IT warrants that it shall exercise reasonable skill and care in carrying out its obligations under this Agreement. In the event that the Client considers that OCTOPUS IT has failed in its obligations the Client shall forthwith notify OCTOPUS IT and give OCTOPUS IT a reasonable opportunity to remedy any default.

The warranty above is the only warranty given by OCTOPUS IT under this Agreement. Any other warranties, conditions, obligations or terms implied into this Agreement by statute, custom, law or otherwise in respect of any obligations or services to be provided by OCTOPUS IT are hereby excluded. In particular, the Client acknowledges that OCTOPUS IT does not warrant that any services OCTOPUS IT provides under this Agreement (including the Services) will ensure the proper and uninterrupted operation of the Equipment.