



Terms and Conditions

Below are the terms and conditions on which Vortex Computer Solutions Limited ('the Company') provide equipment, computer and software installation, diagnostic and support services, website design and development, website and email hosting and domain name registration ('Services'). The exact Services the Company will provide to you will depend on whether you wish the Company to provide fixed rate Services, or Services based on time spent and the exact task, equipment or software involved and what we agree (see paragraph 1 below).

Before you agree that the Company will provide Services to you please read the terms and conditions. If you have questions concerning them please ask before entering into a contract with the Company.

1 How the Company provides Services

- 1.1 The Company provide the Services either on a fixed-price basis or on the basis that the Company shall charge for the time and materials spent in performing the Services.
- 1.2 Fixed-price Services are available for web design and development and basic installation and configuration of equipment and software. For any other Services, including diagnosing problems with equipment and software, providing support and advice, fixing of equipment and/or software, the Company normally charges on the basis of time spent.
- 1.3 The Services provided at a fixed rate are based on a number of assumptions, including a limited amount of tasks being undertaken; these limited tasks taking a particular amount of time to perform; and the fixed-rate Services being designed for getting equipment and software working at a basic level.
- 1.4 Where you have detailed or complex requirements the fixed rate Services are not suitable and the Company will wish to carry out (and charge for) such requirements on a time basis. If you have agreed with the Company for the Company to provide a fixed-rate Service, and it becomes apparent once the Company starts performing the Services that the Company should be charging on the basis of time spent what you will have to pay the Company will be determined in accordance with paragraph 10.
- 1.5 For Services provided on the basis of the time spent the Company does provide estimates. The Company's general policy is to carry out the Services based on the estimate, but the Company may need to depart from the estimate where you notify the Company that your requirements have changed and the Company could not reasonably foresee this before the Company started performing the Services. What you will have to pay in such circumstances is set out in paragraph 10 below.

2 Installation of equipment

2.1 What the Company will do

If the Company's Services consist of installing of new equipment (such as computers, computer peripherals or other electronic devices), the Company will carry out the following:

- 2.1.1 unpack the new equipment;
- 2.1.2 connect the new equipment together;
- 2.1.3 connect the new equipment to other existing equipment you have;
- 2.1.4 check that the new equipment is operating by checking that it can carry out some of its basic functions;
- 2.1.5 configure the equipment if the equipment requires configuration (such as configuring email settings);
- 2.1.6 install any software on a computer to make the new equipment perform its basic functionality.

2.2 What you need to do

For the Company to perform the installation of the new equipment please:

- 2.2.1 provide sufficient space for the new equipment to be placed or fitted;
- 2.2.2 provide sufficient space for the Company to work with the new equipment and any existing equipment;
- 2.2.3 clear away any obstructions or items placed on or near the equipment;
- 2.2.4 ensure that there is a power socket within 1 metre of where the new equipment and any existing equipment are to be placed;
- 2.2.5 retain the packaging and anything (including cables, manuals, CDs etc) that came with the new equipment;
- 2.2.6 if you wish the Company to connect new equipment to existing equipment, ensure that you have any necessary cables to do so. Connecting cables will generally not be supplied with new equipment.
- 2.2.7 note that if the equipment requires the installation or configuration of software to make the new equipment function or to configure the function, you will also need to do the things listed under paragraph 3.3 below.

3 Installation of software

3.1 What the Company will do (for operating system software)

- 3.1.1 load and install the operating software onto a computer you have provided, if not already pre-installed;
- 3.1.2 register or validate the software with the provider or licensor of the software where necessary;
- 3.1.3 obtain and install any necessary security or essential updates for the software;
- 3.1.4 install and configure drivers for up to 2 peripherals (such as a printer and scanner);
- 3.1.5 set up 1 user name and password.

3.2 What the Company will do (for other software)

- 3.2.1 install the software;

- 3.2.2 register or validate the software with the provider or licensor of the software;
- 3.2.3 carry out basic configuration of the software to ensure that it operates and can connect or operate with common peripherals (such as printers) and within common parameters on which the software operates.

3.3 What you need to do

- 3.3.1 provide the CD (or have the file which contains the software to be installed if obtained via a download), instructions, manuals and any installation or registration numbers that came with the software;
- 3.3.2 provide access to the computer;
- 3.3.3 provide passwords and user names to access the computer (or any part of the computer or any software to which the Company reasonably needs access);
- 3.3.4 provide a broadband or other connection to the internet; and
- 3.3.5 allow the Company to use your e-mail account where the Company needs to communicate with the manufacturer or supplier of the software.

4 Diagnostic and support service

- 4.1 The diagnostic Service is designed to locate the problem you are having with equipment or software and, where the problem is identified, either fix the problem or suggest solutions which you might adopt to have the problem fixed.
- 4.2 The support Service is designed to help you understand and operate equipment and software you own or use and to carry out detailed, complex or advanced installation or configuration of equipment or software.
- 4.3 In performing the diagnostic and fixing Services the Company's aim is to identify the specific problems which are occurring and provide solutions. It may not be possible to provide a resolution to the problem or issue you are facing, because, for example:
 - 4.3.1 there is a problem or fault with the equipment which requires repair (see paragraph 11);
 - 4.3.2 some necessary equipment, tool, software, password or other resource (such as access to the internet or a power supply) or facility is not available at the time the Company performs the Services;
 - 4.3.3 it is not possible to obtain required information or support from a third party (such as the manufacturer or supplier of the equipment or software not providing support at all or in a timely fashion).

5 Web design and development

- 5.1 The Company will provide the Services and any other services agreed in writing from time to time and use reasonable endeavours to ensure that these are provided in accordance with the specification and within the timeframe agreed between the parties.
- 5.2 Unless otherwise agreed the Company shall retain sole title and ownership of intellectual property rights created or developed by the Company in the provision of the Services. The Company grants you a non-exclusive licence to use the software, designs and documentation created by the Company in the provision of the Services.
- 5.3 You will indemnify the Company against all actions, proceedings, losses, damages, liabilities, obligations, costs, claims, charges and expenses suffered by the Company arising out of or in connection with the Company's use of any documents, designs, software etc supplied to it by you in the course of its provision of the Services including but not limited to any related copyrights, trade secrets, trade names, patents or other intellectual property rights and arising or as a result of any service provided by the Company.
- 5.4 You will grant the Company a licence to use images or extracts of the website for promotional purposes.
- 5.5 At the request of the Company, you will credit the Company on the website as its creator.
- 5.6 The Company will correct any errors in the website design, software or documentation provided for a period of 60 days from the date of completion of your website. After this period, the Company shall provide basic technical support by telephone or email but reserves the right to charge for any such work or additional services.
- 5.7 The Company will not be liable for any unauthorised intrusion into the website.

6 Registration of Domain Names

- 6.1 The Company will use reasonable endeavours to effect the registration of a domain name but does not accept any liability whatsoever in failing to register any domain name requested by you.
- 6.2 You must ensure that the details you provide for whom the new domain is to be registered are correct and valid.
- 6.3 The Company does not accept cancellations for new domain name registrations or refund any charges in respect of registration.
- 6.4 The registration and use of domain names on the internet are subject to the Terms and Conditions of the relevant naming authority or registrar with whom the domain name has been registered.

7 Hosting

- 7.1 You are responsible for the content of your website, including obtaining the legal permission for any works you include. The Company reserves

the right to remove materials which do not comply with these terms and conditions or which could lead to criminal or civil proceedings.

- 7.2 The Company's services may only be used for lawful purposes and you are prohibited from transmitting any material that is, in the Company's sole discretion, unlawful, obscene, threatening, abusive, libellous or that would give rise to any civil or criminal liability.
- 7.3 The Company reserves the right to remove any material in contravention of clause 7.2 above from its servers.
- 7.4 The Company reserves the right to suspend any or all of the Services at any time without prior notice, explanation or recompense.
- 7.5 You must ensure that all login names and passwords are kept confidential and not communicated to third parties other than agents such as webdesigners acting on your behalf and you must notify the Company immediately in the event that login names and/or passwords are revealed to a third party.
- 7.6 You will indemnify the Company against any demands, liabilities, losses, costs and claims asserted against the Company, its officers and employees that may arise from the provision of the Services.
- 7.7 The Company is not responsible for any damage your business may suffer and makes no warranties of any kind including fitness for purpose.
- 7.8 You may cancel your account at any time. No pre-paid web hosting fees will be refunded.

8 General points

- 8.1 Before the Company provides the Services, you should consider:
 - 8.1.1 making a back up of any data you have only on the computer or storage device which is to be the subject of, or to be used in the performance of, the Services;
 - 8.1.2 making a written note of any configuration settings or information stored on any equipment or computers;
 - 8.1.3 where the equipment is a computer, downloading and installing any available security and protection updates for the operating system you use; and any available updates to virus checking and other computer protection software you use.
- 8.2 Where the Company will be providing Services in relation to:
 - 8.2.1 equipment, the installation, configuration or fixing of problems may involve:
 - 8.2.1.1 switching the equipment on or off; or

- 8.2.1.2 upgrading or changing built-in software (such as firmware)
- 8.2.1.3 performing functions and/or running software provided by the manufacturer or supplier,

the effect of which may not be documented properly or at all by the manufacturer or supplier. The result may be that the equipment removes, deletes or alters any data or configuration present on the equipment.

8.2.2 software, the installing, configuring or fixing of problems may involve:

- 8.2.2.1 installing the software, uninstalling it, installing patches and fixes provided by the manufacturer or supplier of the software or third parties;
- 8.2.2.2 switching equipment on or off,

the effect of which may not be documented properly or at all by the manufacturer or supplier. The result may be that data is removed, deleted or altered or that the software in question (or other software) no longer functions.

Because these situations commonly arise the Company recommend that you carry out the steps that apply in paragraph 8.1 above.

- 8.3 When equipment or software is installed or configured (or a problem concerning them is dealt with) then the Company will often need to:
 - 8.3.1 obtain information from internet sites (including downloading relevant material such as software, drivers, firmware, manuals or other files); or
 - 8.3.2 contact a telephone support line of the supplier or manufacturer of the equipment or software; or
 - 8.3.3 send or receive e-mails to obtain information or have issues, problems or registration or validation requests dealt with;

and this will need to be done using your computer and telephone equipment. Where required you will be responsible for any telephone or other communication charges. Telephone calls made to telephone support lines are often available only on premium rate telephone numbers.

- 8.4 While performing the Services the Company may need to contact telephone or e-mail support services provided by the manufacturers or suppliers of the equipment of software. Such support may only be available, for example:
 - 8.4.1 with the Company having to wait for an extended period on the telephone;
 - 8.4.2 with a response which is provided at a later time (such as with a reply provided hours or days later).
- 8.5 Whichever Service the Company provides there are general technical issues which can affect the result you wish to achieve from the performance of the Services, such as:
 - 8.5.1 some equipment may not be compatible with other equipment (either because it is not possible to physically connect them together, or they are not designed to work to together, or there is not the software available to do so); and/or
 - 8.5.2 some software may not operate on your equipment at all or in the way that you intended (either because the software or the computer or the

- operating system you use or operate are not the correct version);
and/or
- 8.5.3 there is some aspect of your current installation or configuration which is preventing new equipment or software to be installed, configured or run at all).

The Company may not be able to determine some or all of these issues until the Company starts performing the Services. In particular, the Company may only be able to determine such issues on further examination and involving investigation or inspection of the equipment and/or software.

- 8.6 If you have provided the Company access to any user names or passwords in order for the Company to provide you Services, you should consider changing them after the Company provides you the Services. It is recommended that you change passwords on a regular basis and that you do not have the same password for different functions on a computer (ie not have the same password to log in to your computer, to access e-mail, to access your router, to access online services, etc).

9 Method of charging, payment, etc

- 9.1 Where the Company charges for Services according to the time spent the Company charges for each hour spent in providing those Services. For onsite work the minimum charge is 1 hour with further time being charged in 15 minute intervals. For remote access and telephone support, time is charged in 6 minute intervals
- 9.2 the Company accepts payment in cash or by cheque or electronic bank transfer. All costs are exclusive of VAT.
- 9.3 Payment will be due by you within 30 days of the date of the invoice (unless agreed otherwise).
- 9.4 The Company may demand that a non-refundable deposit of up to 50% of the total cost of providing the Services (or a reasonable figure in the event the total cost cannot be ascertained at the time) is paid prior to provision of the Services.
- 9.5 The Company reserves the right to increase the fees payable to the Company in the event that you change the specification of the Services or your requirements after the original quotation is provided.
- 9.6 Failure to make payment for any invoice by the due date shall be construed as a material breach of this contract. In this event the Company reserves the right to suspend performance of all services, including those not related to the invoice in question, until payment is received.

10 General policy about charging for Services

- 10.1 The Company's general policy is that if it becomes immediately obvious when the Company starts performing the Services that it cannot perform them as the Company and you reasonably expect (such as the situations set out in paragraph 4.3 or 8.5); or it cannot perform them within the estimated time period, or you have not provided or made

available what is necessary for the Company to carry out the Services (such as in paragraphs 2.2, 3.3 or 8.3); then paragraph 10.2 will apply.

- 10.2 Where paragraph 10.1 applies the Company will offer you the option that:
 - 10.2.1 the Company will not perform any (further) Services and not require you to make any payment; or
 - 10.2.2 the Company will start or continue performing the Services but:
 - 10.2.2.1 the amount you will have to pay for the Services will be on a time spent basis until the Company completes performing the Services; and
 - 10.2.2.2 the amount the Company will charge you may be greater than any fixed rate or estimate the Company has provided to you.
- 10.3 Where the situations listed in paragraph 10.1 arise and they are not immediately obvious when the Company starts performing the Services (and the Company could not reasonably foresee them when it started performing the Services) then the Company will expect you to pay:
 - 10.3.1 the fixed price for a Service based on a fixed price;
 - 10.3.2 for the amount of time spent in performing of the Services up to the time the problem or issue becomes apparent (calculated in accordance with paragraph 9.1).

11 Types of work the Company does not perform at all

- 11.1 The Company does not carry out repairs to equipment (or parts of equipment) at all (except as stated in paragraph 11.2). In most cases, equipment does not consist of repairable parts and will need to be returned to the manufacturer or supplier of the equipment, or sent to a specialist repairer.
- 11.2 The following are examples of where a repair may be undertaken by the Company as part of performing the Services:
 - 11.2.1 where a user-replaceable part can be replaced with a new or working equivalent part; or
 - 11.2.2 where the equipment (or part of the equipment) has failed to work or is not working as it should normally do so and the cause is software related and can be resolved by configuration or (re)installation of software.
- 11.3 the Company will not perform the installation or configuration of software Services where:
 - 11.3.1 it is apparent that you are not legitimately licensed to use the software in question; and/or
 - 11.3.2 the provider, manufacturer or licensor of the software indicates that the software is not valid, genuine or licensed to you.
- 11.4 the Company will not generally provide Services which will, or which the Company reasonably believes will, invalidate any warranty or guarantee provided by the manufacturer or supplier of the equipment.

12 Travel time

The Company does not normally charge for travelling to or from the place it performs the Services although if the Company needs to travel some distance it may make a charge. If the Company needs to do this it will make it clear at the time you request the Company to provide you Services.

13 Limitation on liability to you

The Company's liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by the Company and in any event the Company will not be liable for any indirect or consequential loss. The Company's liability for death or personal injury is also subject to certain limitations which are set in paragraph 14.

14 Limitation and exclusion of liability for personal injury and death

14.1 The Company will compensate you for any loss or damage you may suffer if the Company fails to carry out duties imposed on it by law (including if the Company causes your death or personal injury to you by its negligence) unless that failure is attributable to:

14.1.1 your own fault;

14.1.2 a third party unconnected with the provision of Services under this contract; or

14.1.3 events which the Company could not have foreseen or forestalled even if it had taken all reasonable care.

15 Contacting each other

If you wish to send the Company any notice or letter then it needs to be sent to *18 Heathway, Woodford Green, Essex, IG8 7RG*. If the Company wishes to send you a letter or notice we will use the address you have provided to the Company or that where the Company carries out the Services.

16 Disputes

If you are unhappy with a Service you have received from the Company, you should discuss any problems or issues with the Company first. This contract is governed and construed by the law of England and Wales.

17 Force Majeure

17.1 Save for your obligation of payment neither party shall be liable for any default due to any act of God, war, civil disturbance, malicious damage, strike, lockout, industrial action, fire, flood, drought, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event')

17.2 Each party shall give notice forthwith to the other party upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

18 Third Parties

Nothing in these Conditions is intended to nor shall it confer any rights on a third party.

19 Non-waiver

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.



20 Severability

If any provision in this Agreement is determined by a court of competent jurisdiction to be invalid, unlawful or unenforceable, it will be severed from the remaining provisions which will continue to be valid and enforceable to the fullest extent permitted by law.