

Key Terms

This document details the commercial terms related to the supply of an IT support contract. This document forms part of your overall agreement in conjunction with the Customer Services Agreement and the CSUK Service Agreement for IT Support Services.

1. Price of Service(s)

Pricing for the services to be provided is itemised in your Customer Services Agreement. All prices are quoted exclusive of VAT.

2. Pro Rata Billing and terms

2.1 'Pro Rata' Billing

Your support subscriptions are paid for in advance and are based on a set monthly bill date (usually the 1st of every month). As such, your first invoice (or first invoice after a change of items or their quantity), will contain an element of pro rata billing.

2.1.1 Example - First invoice since taking services:

This is when the partial first month is added to the first full month's total subscription cost. For example, if your monthly support subscription is £100.00 pcm and your service starts on the 15th of the month, you will receive an invoice on your billing date covering the first month in advance plus the previous unpaid 15 days prior to the first invoice. Making this invoice total £150.00.

2.2 Term for additional subscriptions and items

Any items added during the contract will continue for the duration of the contract as defined in the Customer Services Agreement, unless they are removed or have third-party non-cancellable subscriptions that cannot be co-terminus.

3. Requesting Changes to Services

- 3.1 In line with industry best practice, all requests for additional subscriptions, variance in items subscribed to, or other amendments that change the overall agreement cost, must be made in writing.
- 3.2 Change requests must come from an approved and authorised customer representative.

- 3.3 The request could be made in the form of an email, change request form, or via online customer portal. You will be advised which method to use by your account manager when discussing possible changes.
- 3.4 When applied the change may be subject to pro rata billing as described in clause 2.1.
- 3.5 Service items and subscriptions that are removed before the end of the agreed contract may be subject to a cancellation period for which you will be billed. You will be advised of any cancellation period by your account manager when discussing possible changes.

4. Billing Information & Payment Terms

Set-up and one-off services are paid by invoice. Payment terms are 30 days unless specified otherwise in a transaction document. Recurring charges are collected monthly in advance by Direct Debit. Payment terms are 14 days. Quarterly or annual payment arrangements are available.

5. Cancellation or Termination of Service

No cancellation or termination of service is permissible before the contract term has been completed. After this time, the contract is deemed to be on a monthly rolling basis. You must give us a minimum of 90 days' notice to cease services, unless specified otherwise in your contract. Notice must be given in writing from an approved customer representative. On termination provision of the service will cease with the Customer IT environment left in its then current state. Handovers, or continuing remedial work will be costed and contracted for separately.

Useful Links & Numbers:

For Support:
Tel. 0118 920 9429
support@com-solutions.co.uk

General Enquiries:
Tel. 0118 920 9420
info@com-solutions.co.uk

www.com-solutions.co.uk

Detailed Terms

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following terms and expressions shall have the following meanings unless the context otherwise requires:

“Agreement” means this agreement between the Customer and Communications Solutions UK Limited (CSUK);

“Charges” means the monies payable by the Customer to Communications Solutions UK Limited under this Agreement, which include, and are not limited to, Recurring Charges, Set Up fees, and all other fees payable by Customer for use of the Services;

“Commencement Date” means the date specified in the Agreement signed by the Customer, or if none is specified, the date of Communications Solutions UK Limited’s acceptance of the Agreement. Where acceptance is not express, acceptance is deemed when Communications Solutions UK Limited begins to provide the Services and/or Equipment to the Customer. If the Customer makes further orders after the initial Commencement Date, the commencement date for the ordered Services shall be the date Communications Solutions UK Limited begins to provide the ordered Services and/or Equipment to Customer.

“Communications Solutions UK Limited Employee” means any employee or other staff of Communications Solutions UK Limited;

“Confidential Information” Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, know-how, suppliers, customers, or products of the disclosing Party disclosed by a Party to the other Party before or after the Commencement Date;

“Customer” means the contracting party set out in the Agreement.

“Customer Employee” means any employee, consultant, agent or sub-contractor (or an employee or consultant thereof) engaged or employed by the Customer or any Third Party to provide a Service or services similar to a Service or any part of a Service;

“Customer Equipment” – Any hardware and/or software not supplied by Communications Solutions UK Limited to the Customer.

“Equipment” means hardware and/or software, purchased by the Customer from Communications Solutions UK Limited under this Agreement

“Incident” means any reported event which is not part of the standard operation of a Service and which causes disruption to or a reduction in the quality of such Service;

“Intellectual Property Rights” – Rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names, copyright, including know-how and other technical information;

“Recurring Charge(s)” means the monthly part of the Charges for the Services;

“RPI Rate” means the “RPI Percentage change over 12 months: monthly rate” announced by the Office for National Statistics;

“Set Up fee’s” means the fee payable for the initial set up and configuration of a Service;

“Service(s)” A service provided by Communications Solutions UK Limited pursuant to the Agreement;

“Service Commencement Date” in respect of a Service or a particular instance of a Service means the date on which that particular Service or particular instance of a Service is first provided to the Customer, or as otherwise explicitly set out in this Agreement;

“Services Provider” means a provider of Services, including Communications Solutions UK Limited or any direct or indirect supplier of Communications Solutions UK Limited or a Communications Solutions UK Limited Affiliate;

“Termination Fee” in respect of a Service, means the termination fee set out in the Key Terms above, and if not otherwise specified, means: the monthly subscription charge for each instance of a Service, multiplied by the remaining number of part or whole months in the Minimum Period for each instance of that Service;

“Term” means the term of this Agreement described in the Agreement;

“Third Party” means a person, company or entity other than Communications Solutions UK Limited or the Customer;

“User” means Customer Employees, subcontractors, agents or anyone else who is permitted by the Customer to use the Service;

“Working Day” means Monday to Friday (excluding UK bank and public holidays).

2. COMMENCEMENT AND TERM

2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term as specified in the Customer Service Agreement; and thereafter on a 30-day rolling basis until the last remaining Service is terminated in accordance with this Agreement.

3. SUPPLY OF SERVICES AND/OR EQUIPMENT

3.1. In consideration of the Customer paying the Charges and fulfilling all its commitments as set out in this Agreement, Communications Solutions UK Limited shall supply the Services and Equipment as applicable in accordance with the terms of the Agreement.

3.2. Communications Solutions UK Limited shall commence supplying a Service on the relevant Service Commencement Date and shall supply those Services for the relevant Term and thereafter until terminated by either party in accordance with the provisions of this Agreement.

4. COMMUNICATIONS SOLUTIONS UK LIMITED OBLIGATIONS

4.1. Communications Solutions UK Limited will supply the Services with the reasonable skill and care of a competent service provider.

4.2. Communications Solutions UK Limited will use reasonable endeavours to provide the Services subject to technical and commercial feasibility.

4.3. Communications Solutions UK Limited shall be entitled to change the way it provides a Service, provided that any change to the way it provides such Service does not materially impact the ability of Communications Solutions UK Limited to provide the Service to the Customer.

4.4. Communications Solutions UK Limited shall use reasonable endeavours to provide the Services and Equipment within any time periods and/or by any date indicated to the Customer, but all time periods and dates (including the Target Delivery Date) are estimates and except where explicitly stated, Communications Solutions UK Limited shall have no liability for any failure to meet any date or perform any of its obligations within the time period indicated.

5. THE CHARGES

5.1. The Services and Equipment detailed are available subject to the Customer fulfilling all its commitments as set out in this Agreement, including but not limited to paying the Charges in accordance with this Agreement;

5.2. The Customer shall pay the Charges for:

5.2.1. each Service provided by Communications Solutions UK Limited (whether or not the Service is used by the Customer);

5.2.2. where applicable, the Equipment;

5.3. Most Charges are set out in the Agreement. Where a Charge is not set out, the Charge shall be as set out on the Communications Solutions UK Limited Website at the time the Equipment, Service or other agreed product or service was supplied; or as notified to the Customer by Communications Solutions UK Limited.

5.4. User based Charges shall be based upon data recorded by, or on behalf of Communications Solutions UK Limited.

5.5. The Charges are exclusive of value added tax which will be charged at the prevailing rate.

5.6. Communications Solutions UK Limited may increase or decrease subscription charges each year by applying an RPI Rate change.

6. INVOICING AND PAYMENT

6.1. Unless otherwise agreed with the Customer, Communications Solutions UK Limited may issue to the Customer on a monthly basis in relation to Set-up Services and Equipment one or more invoice(s) which shall set out the Charges due in accordance with this Agreement.

- 6.2 The Customer shall pay each invoice issued by Communications Solutions UK Limited within 14 days of the date of invoice, unless specified otherwise in a transaction document. The invoice shall be deemed paid once Communications Solutions UK Limited receives such payment as cleared funds in its nominated bank account.
- 6.3 For Recurring charges and any termination fees the customer will be expected to setup a direct debit instruction with their bank. Should the customer elect not to do so, or if once set up it is cancelled, or if a Direct Debit transfer fails, Communications Solutions UK Limited will be entitled to a deposit payment equivalent to the value of three months Recurring charges. The deposit may be used in the event of a customer default or will otherwise be returned at the end of the agreed term.
- 6.4 Unless otherwise stated in the Agreement, the Customer shall pay:
 - 6.4.1. monthly, quarterly, or annually (as applicable) in advance for recurring Charges; and
 - 6.4.2. monthly, in arrears for usage and other non-recurring Charges.
- 6.5. The Customer shall pay the Charges in full without any deduction or set off.
- 6.6. Communications Solutions UK Limited may, without prejudice to any other rights it may have, set off any liability of the Customer to Communications Solutions UK Limited against any liability of Communications Solutions UK Limited to the Customer.
- 6.7. Late payment. Without prejudice to any other rights of Communications Solutions UK Limited, in the event of the Customer failing to pay any sums due to Communications Solutions UK Limited on time or at all, notwithstanding notification by Communications Solutions UK Limited of the overdue debt to the Customer, Communications Solutions UK Limited shall be entitled to:
 - 6.7.1. charge interest (both before and after any judgment) on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made at the rate of 4% per annum over the base rate of the Bank Of England for the time being during the relevant period; and
 - 6.7.2. suspend the provision of the relevant Service(s) with as much prior notice as Communications Solutions UK Limited considers to be reasonably practicable, until such time as all payments due including all interest accrued has been paid and satisfied in full.
- 6.8. Credit security. Prior to Communications Solutions UK Limited's acceptance of a Customer's application for Services and/or following any credit check, Communications Solutions UK Limited reserves the right to set a credit limit on the Charges that can be accrued under this Agreement and Communications Solutions UK Limited can review any such credit limit at any time.

7. CUSTOMER OBLIGATIONS

- 7.1. The Customer shall and shall procure that Users (or anyone having access to the Services), shall:
 - 7.1.1. comply with any reasonable instructions from Communications Solutions UK Limited and with any health and safety, security, and fair usage policies as may be implemented and/or amended from time to time relating to the use of the Services and/or Equipment;
 - 7.1.2. not use the Services and/or Equipment in a manner which damages the reputation of Communications Solutions UK Limited or Communications Solutions UK Limited's suppliers, is inconsistent with a reasonable customer's good faith use of the Services and/or Equipment, and/or adversely affects the provision of the Services and/or Equipment to other customers;
 - 7.1.3. comply with all applicable laws and regulatory provisions.
 - 7.1.4. not use the Services and/or Equipment in a way that contravenes any Third Party's rights or any licence, code of practice, instructions or guidelines issued by a relevant regulatory authority;
- 7.2. The Customer agrees that it is procuring the Services solely for its own use and that it will not re-sell or otherwise act as any form of distributor in respect of the Services.
- 7.3. The Customer shall provide Communications Solutions UK Limited with any and all information and/or assistance that Communications Solutions UK Limited may require in order to perform the Services. The Customer shall ensure the information is complete and accurate. Communications Solutions UK Limited shall not be responsible for any failure and/or delay to provide the Services if such failure and/or delay is a result of the Customer's failure to provide Communications Solutions UK Limited with the required information and/or assistance. The Customer shall reimburse Communications Solutions UK Limited for any administrative charges that it incurs as a result of information that it receives that is incomplete or inaccurate.
- 7.4. The Customer agrees and acknowledges that Communications Solutions UK Limited and/or a supplier of Communications Solutions UK Limited may monitor and record calls or other communications including in relation to Communications Solutions UK Limited's customer services.

8 VARIATIONS TO THE AGREEMENT

- 8.1. Communications Solutions UK Limited reserves the right from time to time to vary the Agreement as follows:-

- 8.1.1. Communications Solutions UK Limited may vary the recurring charges in addition to RPI changes where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers, or a regulatory body. Notice will be provided at least 28 days before such changes come into effect, and
- 8.1.2. Communications Solutions UK Limited shall be entitled to vary the provisions of this Agreement. Communications Solutions UK Limited will provide to the Customer 28 days' notice in writing of any such variation or, where the variation arises due to changes imposed by Third Party manufacturers, Third Party suppliers or a regulatory body, as much notice as is reasonably practicable.

9. SUSPENSION

- 9.1. Communications Solutions UK Limited may, from time to time and without notice or liability to the Customer, suspend the Services during any technical failure because of an emergency, or upon instruction by the emergency services, or any government, or appropriate authority, or for the Customer's, or Users' own security.
- 9.2. Communications Solutions UK Limited may, without prejudice to its other rights hereunder, suspend the Services without notice in any of the following circumstances if the Customer fails to comply with the terms of this Agreement and after being given written notice of its failure (including but not limited to failure to pay any Charges due hereunder);
- 9.3. Communications Solutions UK Limited may, without prejudice to its other rights hereunder, suspend or terminate a Service if a Communications Solutions UK Limited supplier suspends, terminates or lets expire the provision of services to Communications Solutions UK Limited which Communications Solutions UK Limited requires to provide such Service and for which Communications Solutions UK Limited is unable to find a replacement supplier, having used its reasonable endeavours. Communications Solutions UK Limited will provide as much notice as is reasonably possible.

10. TERMINATION

- 10.1. Communications Solutions UK Limited may terminate this Agreement by providing 30 days' notice to the Customer.

Termination resulting from changes to the Agreement

- 10.2. The Customer shall be entitled to terminate any individual Service by providing 90 days' notice in writing within 30 days of any change if:
 - 10.2.1. Communications Solutions UK Limited increases the prices in respect of Service and that increase is to the material disadvantage of the Customer; or
 - 10.2.2. Communications Solutions UK Limited substantially varies the terms of this Agreement and that variation is to the Customer's material disadvantage, provided that such notice is provided to Communications Solutions UK Limited within 30 days of the date that the change is notified to the Customer.
- 10.3. The above right to terminate a Service above shall not apply where the increases in prices or Charges or the variation of the terms of the Agreement have been agreed by the Customer and/or arise as a consequence of a change in prices, terms or otherwise made by Third Party manufacturers, Third Party suppliers or a regulatory body.
- 10.4. Termination of a Service in accordance with this clause will not affect the Customer's requirement to pay the Charges relating to that Service incurred prior to the date of termination, but, in this event, the Customer shall not be liable for any Termination Fees.

Termination for cause

- 10.5. The Customer may terminate this Agreement by providing to Communications Solutions UK Limited 30 days' notice in writing in the event that Communications Solutions UK Limited:
 - 10.5.1. has committed a material breach of this Agreement that is incapable of remedy; or
 - 10.5.2. has committed a material breach of this Agreement that is capable of remedy and Communications Solutions UK Limited has failed to remedy that breach within 30 days of the Customer supplying written notice specifying the breach and requiring its remedy.
- 10.6. Communications Solutions UK Limited may terminate this Agreement (in whole or in relation to a particular Service) by providing 30 days' notice in writing:
 - 10.6.1. in the event that the Customer has committed a material breach of this Agreement that is incapable of remedy;
 - 10.6.2. in the event that the Customer has committed a material breach of this Agreement that is capable of remedy and the Customer has failed to remedy that breach within 30 days of Communications Solutions UK Limited supplying written notice specifying the breach and requiring its remedy; or Insolvency
- 10.7. Either party to this Agreement may terminate this Agreement by providing 30 days' notice in writing in the event that bankruptcy or insolvency proceedings are brought against the other party, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of the other party's assets, or the other party goes into liquidation.

However, in the event that the Customer is going into administration and is continuing to use the Services which will be incurring new charges for which Communications Solutions UK Limited has reason to believe it will not be paid, Communications Solutions UK Limited can cease the services with immediate effect.

Consequences of termination

- 10.8. Termination or expiry of this Agreement for whatever reason shall not affect:
 - 10.8.1. the rights and obligations of the parties which have accrued prior to such termination or expiry; or
 - 10.8.2. any provisions of this Agreement which are of a continuing nature, and any other provisions of this Agreement necessary for their interpretation or enforcement.
- 10.9. On termination or expiry of this Agreement (in whole or in relation to a particular Service):
 - 10.9.1. any sums properly due from one party to the other will become immediately due and payable (including Charges for the Service(s) up to the date of termination, Termination Fees relating to the Service(s) and/or Charges for any costs incurred by Communications Solutions UK Limited in relation to Equipment or Services ordered by the Customer but yet to be supplied by Communications Solutions UK Limited);
 - 10.9.2. the Customer shall cease using the Service(s); and
 - 10.9.3. each party will, on request, promptly return to the other all Confidential Information and other property belonging to the other relating to the Service(s) which is in its custody, or control, or will destroy such Confidential Information and certify such destruction to the other party.

11. EQUIPMENT and SOFTWARE

- 11.1. The Customer shall comply with any instructions provided by Communications Solutions UK Limited or a Communications Solutions UK Limited Representative from time to time in respect of any Equipment provided or Incident
- 11.2. Certain elements of Services are dependent on the Customer using the correct Equipment. If the Customer does not use the correct Equipment, then:
 - 11.2.1. Communications Solutions UK Limited may not be able to provide some or all of the support services;
 - 11.2.2. Communications Solutions UK Limited may choose not to provide the Customer with the relevant Services; and
 - 11.2.3. Communications Solutions UK Limited shall have no liability for the Customer's inability to use their equipment and the Customer remains liable for the relevant Charges.

End User Licensed Software

- 11.3. The Customer recognises that the Services may require the use of End-User Licensed Software (e.g. click-through licences) and if the Customer does not accept the licence terms relating to any End-User Licensed Software, Communications Solutions UK Limited shall have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.
- 11.4. Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.
- 11.5. The Customer shall accept and comply with all licence terms required from time to time by any Third-Party provider of any Software or materials as agreed between the relevant Third-Party and Communications Solutions UK Limited.