

1. Application of these Terms and Conditions

These Conditions apply to all of the Services (as defined below) provided by Llaborate. If you do not wish to be bound by these Conditions, the Contract Holder should not order or accept performance of the Services. These Conditions apply to the exclusion of all other terms and conditions that may be provided by the Contract Holder.

2. Definitions

The following terms shall have the meaning set out below:

“Agreement” / “Conditions”	these terms and conditions, together with the relevant order form;
“Customer” / “Contract Holder”	a purchaser of the Products or recipients of the Services;
“Hardware”	the equipment and other physical items to be purchased;
“Network”	means any network in relation to which Llaborate provides the support Services.
“Products”	Any Hardware or Software sold by Llaborate or any Support Service provided by Llaborate;
“Llaborate”	Llaborate Ltd of 7 School Street, Westhoughton, Bolton, BL5 2BG;
“Site”	the Customer’s premises where the Products will be delivered and / or installed;
“Software”	the software to be purchased or supplied by Llaborate;
“Support Contract”	means the agreement between Llaborate and the Contract Holder to provide technical support Services.
“Working Day”	the hours of 9am – 5pm, Monday to Friday inclusive excluding public/bank holidays in England and Llaborate’s shutdown period between Christmas and New Year each year.
“Remote Support”	means the act of Llaborate monitoring or modifying supported devices securely from our offices.
“Virus”	means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data.

3. Responsibilities of the Contract Holder

The provision of the Services by Llaborate is subject to the Contract Holder performing or complying with all of its responsibilities set out in these Conditions. For the avoidance of doubt, Llaborate may without notice suspend or terminate the Services in the event that:

- (a) any of the Customer’s responsibilities as set out in these Conditions is not performed; or
- (b) any Virus is transmitted onto any of Llaborate’s systems.

- 3.1 The Customer should, at all times, implement and enforce an Acceptable Use Policy for the Network. The Contract Holder shall be responsible for ensuring that all users of the Network comply with the Acceptable Use Policy. Further, where there is a breach of the Acceptable Use Policy, the Contract Holder shall take such steps as are appropriate in all the circumstances (which may, for the avoidance of doubt, include disciplinary action and/or ceasing to permit further use of the Network by the relevant individual(s)).
- 3.2 The Customer shall be responsible for procuring all required internet connections and, for the avoidance of doubt, all internet costs shall be entirely the responsibility of the Contract Holder.
- 3.3 The Customer must have in force current software licenses for all software on the Network.
- 3.4 The Customer must permit Llaborate (and Llaborate authorised third party) personnel connected with the provision of the Services access to the Customer’s premises to work on the Network where reasonably required.
- 3.5 The Customer must nominate at least two (2) contacts (and inform Llaborate) who will act as the liaison between the Site and Llaborate. If there are any changes to such nominated personnel the Customer shall inform Llaborate immediately.
- 3.6 The Customer undertakes to ensure that a member of the Customer’s nominated contacts will be in attendance where the Services are being carried out at the Customer’s site for the duration of the engineer’s visit.
- 3.7 The Customer must notify Llaborate before strategic changes are made that impact equipment supported by Llaborate. Advance knowledge of planned changes will ensure that Llaborate engineers have current information on the status of equipment, helping Llaborate to resolve issues more efficiently. Llaborate considers strategic changes to be changes that significantly alter the Network including, but not limited to:
 - (a) installation of new equipment or adding new equipment to the Network;
 - (b) changing the configuration or role of a device connected to the Network;
 - (c) changes to the topology and/or infrastructure of the Network; and/or
 - (d) change of internet provision (including change of Internet Service Provider).
- 3.8 In the event of the Customer making or authorising any strategic changes without consulting Llaborate, Llaborate may apply reasonable charges to rectify any issues resulting from the changes.
- 3.9 Unless otherwise agreed, the contract holder will be responsible for the disposal of any rubbish or packaging from new equipment installations.

4. Service Limitations

- 4.1 The provision of the Services relates only to the Network(s) and/or equipment as set out on the original support quotation or subsequent support renewal forms. No quotation or renewal form will be accepted for part of a Network or part of equipment.
- 4.2 The Services do not include:
 - (a) assistance with relocation of part of the Network or large equipment where reinstallation is required;

- (b) any provision of the Services required as a result of any accident, third party equipment, supplier or engineer, neglect, alterations, improper use or misuse (including in breach of the Acceptable Use Policy) of the Network or any part of the Network or equipment, acting contrary to Laborate's advice or an act of nature;
 - (c) any provision of Services necessitated by repairs to the Customer's premises, hardware or software attempted by non-Laborate personnel;
 - (d) assistance with writing or rewriting any software;
 - (e) installation of new equipment;
 - (f) consumables or replacement parts (except where covered by warranty);
 - (g) furniture, electrical systems and internal wiring;
 - (h) telephones, digital lines or any telecommunications including internet connectivity;
 - (i) new equipment added during the contract period but not supplied by Laborate (see section 4.6);
 - (j) software support (except where stated in 4.4);
 - (k) any provision of Services resulting from system and/or equipment problems caused from changes which have not been agreed with Laborate;
 - (l) project management;
 - (m) advice given in connection with the removal or treatment of any Virus (see Condition 9);
 - (n) support in respect of products and/or services made available by Laborate to Contract Holders and that are categorised by Laborate as subject to a separate agreement and charging regime;
 - (o) support for photocopiers, large format and other specialist printers;
 - (p) support for staffs personal home computers; and
 - (q) support for hardware that is managed or under contract with a third party.
- 4.3 Support for Apple products is carried out on a 'best-efforts' basis at the discretion of the engineer and will not be subject to Laborate's SLA.
- 4.4 Laborate will offer support for the currently commonly deployed version of Microsoft Office, Microsoft Windows (including server variants) and Microsoft Exchange on a 'best-efforts' basis. Support outside your scheduled visits, will be offered via telephone or via remote support application. If high levels of support calls are raised by a single client, then Laborate reserves the right to withdraw support and suggest formal training is undertaken.
- 4.5 Where the Customer has employed the services of a third party commissioning agent to install, commission or relocate part of the Network or equipment, Laborate may request at its discretion that a chargeable survey is conducted prior to continuing offering support and advice.
- 4.6 Where new equipment is added during the contract term but not supplied by Laborate, can optionally be included at the end of the current year, at a cost of 10% of its retail price.
- 4.7 Laborate assumes that the Site and Customer's ICT Estate are suitable for the receipt of the Services. Should the performance of the Services be adversely affected, Laborate shall in good faith, provide a proposal for rectifying the relevant issue. For the avoidance of doubt this may include the suggested provision of Additional Services to bring the In-scope ICT Estate into a suitable working state so that Laborate can provide the Services in accordance with the Service Proposal. Laborate shall have no liability to the Customer for the performance of the Services to the extent that performance is affected by the condition of the Site and/or Customer's ICT Estate.

5. Term

- 5.1 The term for each Support Contract shall be as agreed between the parties but, for the avoidance of doubt, shall not be deemed to have commenced until Laborate confirms acceptance of the relevant order.
- 5.2 The Services shall commence on the date referred to in Condition 5.1 (above) and shall continue initially for twelve (12) months (unless otherwise agreed in writing by the parties). Unless at least one month's written notice to terminate a Support Contract is given by either party to the other party prior to the expiry of the initial or any subsequent twelve (12) month term, then the Support Contract period shall be renewed for a further twelve (12) months.

6. Period of services availability

- 6.1 The Services will be carried out by Laborate during the hours of 9.00am and 5.00pm.
- 6.1.1 Work performed outside of the standard business hours above will be charged at 1.5 times the standard hourly rate.
 - 6.1.2 Work performed during weekends or Bank Holidays will be charged at 2 times the standard hourly rate.
 - 6.1.3 In the case of Education customers, inclusive visits will be during term-time only (excluding Teacher Training Days, Inset days etc.)
- 6.2 For on-site services, work on the Customer's site will be carried out during the hours of 9.00 am and 4.00pm. For half day visits work will last a maximum of 3 hours and will be carried out between 9.00am – 12.00pm or 1.00pm – 4.00pm. For a full day visit work will last a maximum of 6 hours and will be carried out between the hours of 9.00 am and 4.00pm.
- 6.3 The engineer will decide which of the activities are to be carried out on site and which can be most effectively carried out elsewhere.
- 6.4 In the event that the engineer completes the allotted jobs and/or maintenance before the end of the allotted time, they will not be obliged to perform additional tasks not covered under the Support Contract or remain on site. On-site activities are delivered on a time only basis.

7. Confidential information

The Customer agrees (unless agreed otherwise in writing by Laborate) to maintain in confidence and not disclose, reproduce or copy any Confidential Information in any form whatsoever provided to the Customer in connection with the Services. The Customer shall take all reasonable steps to ensure that its employees are bound by the same obligations and that such obligations endure beyond any termination of the contract.

8. General Advice

The Customer accepts that when providing any oral advice or suggestions during the Services, Laborate is relying upon information given to it by the Customer about the Customer's equipment, its configuration and usage, and any future improvement or strategic direction. Whilst it is given in good faith, it is for the Customer to verify whether any such advice or suggestions are suitable for its purposes and Laborate shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage arising out of or in connection with any such advice or suggestions. Any oral suggestions or advice tendered by Laborate must be confirmed in writing before Laborate will accept any liability for any such advice, which shall, in any event be limited

to a refund of the charges paid for the relevant Services. In no event will Llaborate be liable for any indirect or consequential loss or damage arising out of or in connection with any such written confirmation. The provisions of this Condition 8 shall be without prejudice to the provisions of Condition 9 (below).

9. Advice Concerning Viruses

Should the Customer wish to receive advice from Llaborate concerning the treatment of any of the effects of a Virus, Llaborate shall be entitled (but not obliged) to provide such advice but the Customer accepts that, as Llaborate does not have specialist knowledge concerning Viruses, such information is given on a reasonable endeavours basis and the Customer shall not be entitled to rely on such advice. Should the Customer wish to receive specialist advice concerning any Virus, the Customer agrees to obtain such advice directly from a manufacturer of virus-checking software or another specialist in that field of expertise.

10. Termination

- 10.1 This Agreement can be cancelled at any time in writing by letter. In case of cancellation, Llaborate Limited will not pro-rate or issue any refunds for any unused time on this agreement. There is no grace period for cancellations.
- 10.1 Either party may (without prejudice to any other rights or remedies it may have against the other party) terminate this Agreement by notice in writing immediately if the other party:
- 10.1.1 commits a material breach of the Agreement and fails to remedy such breach within 30 days of written notice; or
 - 10.1.2 ceases, or threatens to cease, to carry on business or, becomes insolvent.
- 10.2 Llaborate may terminate this Agreement with immediate written notice if Customer:
- 10.2.1 fails to pay any undisputed sums properly due to Llaborate in accordance with the Agreement;
 - 10.2.2 is in any way disrespectful or threatening towards any member of the Llaborate staff;
 - 10.2.3 Customer breaches any IPR obligations, warranties and indemnities set out in the Agreement.
- 10.3 On termination of this Agreement, all rights and obligations of the parties relating to the Products, Services and/or Software relevant to the specific Order Documents under the Agreement will automatically terminate except for rights of action accruing prior to its termination.
- 10.4 On expiry or termination of a Support Contract, the Customer grants to Llaborate the irrevocable right to enter Customer's premises during the hours 9.00am to 5.00pm (Monday to Friday excluding national bank holidays) to remove any equipment (including software) provided in connection with the Services on a loan or contractual basis.
- 10.5 Llaborate may cancel or suspend its Support Contract where Llaborate is required to do so (1) by law, (2) by order of a court of competent jurisdiction, or (3) when Llaborate has reasonable grounds to believe that Customer (or Customer's users) are involved in any fraudulent or other illegal activities in connection with the Agreement.
- 10.6 On termination of the Contract before payment has been made, but after visit(s) have occurred, the Customer shall be charged for any visit(s) that have been made to site.

11. Remote Support

- 11.1 The following Conditions are applicable in respect of Remote Support:
- (a) The Remote Support Service applies to software elements only. Where the issue is diagnosed as an infrastructure or hardware issue the Customer will be advised to contact their infrastructure or hardware vendor as appropriate for resolution.
 - (b) The decision whether remote support is applicable for a particular issue is entirely at the discretion of Llaborate.
 - (c) The Remote support Service is available only within standard Llaborate support hours as defined in Section 6.1.
 - (d) Remote Support sessions are limited to up to two (2) hours of support. If the customer requires additional engineer time or the issue is not resolved within this time, this will be subject to our standard charge of £45 +VAT per additional hour.

11. Llaborate Personnel

- 11.1 The Llaborate admin team, will be responsible for co-ordinating all activities relating to the works to be carried out by Llaborate.
- 11.2 The Llaborate engineer(s) will be responsible for carrying out the works defined within the scope of works, unless otherwise stated.
- 11.3 The Llaborate engineer may decide to involve other Llaborate personnel to assist with the works defined in the scope of works.

12. Non-Functional Systems

Llaborate cannot be held responsible where a system cannot be made to function correctly for reasons beyond Llaborate's reasonable control, e.g. virus infection, misuse or abuse, force majeure, faulty or incompatible hardware (unless supplied) or corrupt or incompatible software supplied by the Contract Holder.

13. High Risk Activities

Customer acknowledges that the Products, Software, Deliverables and Services are not designed or intended for use in hazardous environments requiring fail safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support machines, or any other application in which the failure of the Products, Software, Deliverables or Services could lead directly to death, personal injury, or severe physical or property damage ("High Risk Activities"). Llaborate expressly disclaims any express or implied warranty of fitness for High Risk Activities.

14. Service Level Agreement

- 14.1 Llaborate aims to provide a response to all tickets within 4 working hours of receipt. We do not provide a guaranteed fix time.
- 14.2 Tickets logged outside of working hours detailed in 6.1 will be placed in a queue and will be dealt with in the order they were logged during the next business hours.
- 14.3 The following are exceptions to Llaborate's SLA metrics: (1) large scale incidents, such as virus outbreaks, total network outages etc., these will take priority over individual faults and therefore stated response time may be exceeded. (2) incidents caused by an act of nature preventing our staff from accessing your premises e.g. floods (3) large scale incidents outside of our control, preventing our staff from assisting you e.g. telephony outage (4) support issues not logged via the ticket desk.
- 14.4 Unless agreed in writing by Llaborate prior to contract acceptance, priority 'Emergency' callouts are limited to five per contractual year and cover provide the customer with up to one hour of onsite support. If the customer requires additional engineer time onsite this will be subject to standard charges. Additional callouts are charged at £150 +VAT per hour.

- 14.5 Telephone, email (ticket) and live chat support and advice is available from our team. If in Llaborate's reasonable opinion the number of service calls opened exceeds an acceptable level, Llaborate may, at its discretions, refuse to open new service calls until the earlier of (i) the renewal of the Service Contract; or (ii) 14.5.2.
- 14.5.1 Llaborate's refusal to open a new service call will not affect the status of any service call opened prior to any refusal of service nor will it affect your entitlement to use other services that are not subject to the fair usage policy.
- 14.5.2 If in Llaborate's reasonable opinion excessive use of Service calls is caused by training requirement, customers must undertake training for staff as advised by Llaborate, Llaborate will bring this to Customer's attention, and the Customer must address any training need to the satisfaction of Llaborate without delay.
- 14.6 Non-hardware fault call outs are charged at £150 +VAT per hour. Examples of non-fault callouts are, but not limited to:
- (a) Software issues;
 - (b) where fault is caused by third party equipment, supplier or engineer;
 - (c) where fault is caused by negligence, mismanagement or acting contrary Llaborate's advice.
- 14.7 Llaborate reserves the right to apply reasonable charges to any site visit, at its discretion.
- 14.8 In the event of your callout being deemed as a Non-Fault Callout your Emergency Callout will be reimbursed and you will be charged £150 +VAT per hour for the time onsite.
- 14.9 Emergency Callouts or inclusive engineer visits may not be used to contra Non-Fault callout charges.

15. Miscellaneous

- 15.1 Llaborate shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in course of performing the Services.
- 15.2 The Service is provided to Contract Holders in mainland United Kingdom only.
- 15.3 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control.
- 15.4 Failure by Llaborate to exercise or delay exercising any of these Conditions shall not constitute or be deemed to be a waiver of Llaborate's rights hereunder nor prejudice Llaborate's rights to take subsequent action.
- 15.5 The headings in these Conditions are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of these Conditions.
- 15.6 The invalidity or unenforceability for any reason of any part of these Conditions shall not prejudice the continuation in force of the remainder thereof.
- 15.7 Neither party shall assign these Conditions without the prior written consent of the other, provided that Llaborate shall be entitled to assign both its rights and obligations under this Agreement to any other subsidiary (of any level) of Llaborate by giving written notice to such effect to the Contract Holder. Llaborate shall also be entitled to subcontract the performance of its obligations under these Conditions and, also, Llaborate may use tools and services provided by third parties to deliver the Services to you.
- 15.8 Any notice required to be given under these Conditions shall be in writing and shall be sent to the respective addresses of the Customer set out in the "Renewal Form", or the registered office of Llaborate (as the case may be). Any change of address of either party shall be notified to the other in writing forthwith.
- 15.9 Where the Customer comprises two or more persons their liability and obligations to Llaborate shall be joint and several.
- 15.10 The Customer acknowledges that he/she/it has read these Conditions and understands and agrees to be bound by its terms, conditions and charges. The Customer further agrees that these Conditions and the documents specifically incorporated herein are the complete and exclusive statement of the mutual understanding of the parties which supersedes and cancels all previous oral and written agreements and communications relating to the subject matter hereof.
- 15.11 Any equipment provided by Llaborate provided only for the purposes of Llaborate providing the Services and no title or ownership in the same shall pass to the Contract Holder.
- 15.12 Llaborate reserves the right to modify or change these terms of service at all times. All customers are bound by the latest terms and conditions, a copy of which is available upon request. If any provision of this Agreement should be found to be void or unenforceable, such provision will be struck out or modified to the extent necessary to comply with the law, and the remainder of this Agreement shall remain in full force and effect.
- 15.13 These Terms and Conditions are in effect alongside Llaborate's Terms and Conditions of sale.