



Standard Terms and Conditions of Engagement

1. Definitions

- a. "The IT Dept Limited" means The IT Dept Limited, trading as The IT Dept, registered in England, Registration No 06594767, whose Registered Office is Bank House, 6-8 Church Street, Adlington, Chorley, Lancashire, PR7 4EX. Main office and Operating Address is: Oak House, 317 Golden Hill Lane, Leyland, Lancashire, PR25 2YJ.
- b. "The Customer" means the person, company, organisation or other entity placing any written or verbal order with The IT Dept Limited. Where the Customer consists of more than one person, the obligations of those persons in respect of the Agreement shall be joint and several.
- c. "Goods" means any goods, services, supplies, consumables, hardware or software supplied to the Customer by The IT Dept Limited.
- d. "Communication" or "Communicated" means any written or verbal contact between the Customer and The IT Dept Limited.

2. Terms and Conditions

- a. These Terms and Conditions form a contract between The IT Dept Limited and the Customer.
- b. These Terms and Conditions are deemed to have been accepted and agreed by the Customer once the Customer places an order with The IT Dept Limited.
- c. These Terms and Conditions may not be varied, other than with the written agreement of The IT Dept Limited.
- d. These Terms and Conditions shall apply to all contracts for the supply of Goods and Services by The IT Dept Limited to the Customer to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order, confirmation of order or similar document.

3. Quotations and Estimates

- a. Any estimate provided by The IT Dept Limited to the Customer shall be an estimate only and shall

not form a contract to sell or supply goods or services at the estimated price.

- b. No contract shall be in force until the Customer has accepted any quotation or estimate from The IT Dept Limited, and The IT Dept Limited has agreed to supply the goods or services.
- c. Estimates and quotations are valid for 30 days from the date supplied, unless otherwise stated on the estimate or quotation.
- d. Unless specified estimates and/or quotations are exclusive of VAT.

4. Credit Terms

- a. Invoices shall be payable immediately, unless credit terms have been agreed prior to the supply of goods or services.
- b. Where credit terms have been offered the Customer must pay all invoices to The IT Dept Limited within 30 days of the invoice date.
- c. The Customer may make application to The IT Dept Limited for credit terms, further to which The IT Dept Limited may take up credit references on the Customer.

- d. Credit terms, where offered, are at the sole discretion of The IT Dept Limited and may be revoked at any time by The IT Dept Limited.
- e. In the event of any credit terms being revoked all outstanding invoices shall become payable immediately.

5. Payment Terms

- a. Overdue invoices may, at the sole discretion of The IT Dept Limited, attract Late Payment Compensation fees of £50 (+ VAT), plus administration fees reasonably incurred by The IT Dept Limited in chasing debts.

5. Payment Terms (cont.)

- b. Without prejudice to the right to recover payment of such invoices in full, overdue invoices shall also attract interest payable at 4% over the daily base rate of the Bank of England

c. Time shall be of the essence in relation to payments by the Customer to The IT Dept Limited under the Agreement.

d. Cheques should be made payable to The IT Dept Limited.

6. Delivery of Goods

a. Delivery of any Goods shall be at the time and date and in the manner specified by The IT Dept Limited or as otherwise agreed with the Customer.

b. Time of delivery shall not be of the essence. Stated delivery times are an estimate only and, subject to the other provisions of the Agreement, The IT Dept Limited will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods nor will any delay entitle the Customer to terminate or rescind the Agreement to purchase the Goods

7. Title of Goods

a. Title to the Goods shall remain with The IT Dept Limited until any and all sums due or payable by the Customer to The IT Dept Limited, under any agreement or under any other contract between the Customer and The IT Dept Limited is made in full and cleared funds.

b. Until such Title and Ownership of any goods supplied has passed to the Customer, the Customer shall allow any authorised representative of The IT Dept Limited access to inspect or remove the goods, and any other goods whose Title and Ownership remains with The IT Dept Limited, at any time.

8. Domain Hosting

a. Domain Hosting, web hosting and email facilities are also subject to the additional Terms and Conditions set out in the document at www.theitdept.co.uk/hosting-terms.pdf. For the avoidance of doubt the document "The IT Dept Limited – Supply of Goods – Standard Terms and Conditions" as amended from time to time will take precedence.

9. Software as a Service (SaaS)

a. SaaS is a software licensing and delivery model in which software or other services are licensed on a subscription basis and is centrally hosted.

b. SaaS includes, but is not exclusive to; Microsoft Office 365, Exchange Online, SharePoint, Online Data Backup, Anti-Virus, Anti-Spam software, etc.

c. All invoices for such subscription based services are due monthly or annually in advance.

d. In the event of a failure to pay any due invoice in advance, SaaS services may be suspended without notice by The IT Dept Limited

e. A reconnection fee shall apply to any SaaS services reinstated following suspension for any reason by The IT Dept Limited, including late payment or non-payment of due invoices in advance.

f. A minimum term of 12 months shall apply to all SaaS services, systems and software

g. A client may wish to migrate SaaS services to another provider. A migration fee may be charged by The IT Dept Limited. The minimum contract term will still apply.

10. Risk

a. Risk will pass to the Customer for all goods supplied by The IT Dept Limited to the Customer upon delivery or collection of the goods.

b. The Customer will ensure that all goods supplied to the Customer are kept in good condition and are fully insured until Title for such goods has passed to the Customer.

c. Risk in any goods, materials or items of equipment supplied by the Customer to The IT Dept Limited shall remain with the Customer at all times.

11. Warranties

Unless offered in writing there are no warranties or guarantees offered with any goods supplied, except where covered by statutory rights.

12. Liability

The IT Dept Limited will not be held liable for any damages or losses suffered by the Customer, howsoever caused, through the supply of goods and services by The IT Dept Limited, except in the case of personal injury or death arising from the direct actions of The IT Dept Limited.

13. Enforceability

a. This Agreement is subject to English law and to the exclusive jurisdiction of the courts of England and Wales.

b. If any part of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remainder of the Agreement