

General Terms & Conditions

1) DEFINITIONS:

1st Line IT – Agreement –	Jet Consultancy Limited, trading as 1st Line IT
Agreement Term –	the agreement made between the Customer and 1st Line IT, to include these general terms and conditions, the support agreement and/or any other related documents which may reasonably be referred to in order to establish the rights and obligations of the parties
Customer –	one year from the date of commencement of a support agreement. Once this period has passed, the Agreement Term shall be taken to mean subsequent years, each starting with the anniversary of the date of commencement
Incident –	the party referred to in the support agreement, order confirmation, estimate, quote or other documentation who engages 1st Line IT to perform the services outlined therein, including its officers, employees, agents and legal representatives.
	an event which triggers the Customer to require 1st Line IT to undertake a service in accordance with a support agreement

MUTUAL UNDERTAKINGS

2) CONTENT AND EFFECT

This Agreement shall constitute the entire and complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral with respect to the subject matter of this Agreement. All terms and conditions of any purchase order or other ordering document of the Customer shall be superseded by the terms and conditions of this Agreement. Unless otherwise specified in the particular terms and conditions or in any Schedule or Addendum of or to this Agreement: a) This Agreement shall apply to all software programs, computer hardware, equipment and services supplied by JET Consultancy Ltd t/a 1st Line IT, (hereinafter on this document shown as 1st Line IT); b) In the event of any conflict or inconsistency between the terms of any Schedule of or addendum to this Agreement and this Agreement, the terms of any Schedule of or Addendum to this Agreement shall prevail and take precedence.

3) PRICES

All prices specified in this Agreement are strictly net and exclusive of Tax.

4) QUOTATIONS

Any quotations provided to the Customer by 1st Line IT will be based on information provided by the Customer and on certain assumptions that the Customer's existing IT equipment is of a sufficient specification and in good working order, and that any necessary follow up actions which the parties agree are to be executed by the Customer are indeed carried out. 1st Line IT reserves the right to adjust a quotation if the Customer has not disclosed, or has not correctly disclosed, information or circumstances which affect the basis on which 1st Line IT has prepared its quotation, or if the Customer fails to undertake some or any of its agreed actions.

5) ACCEPTANCE

The acceptance by the Customer of any goods and/or the commencement of services further to a quote from 1st Line IT shall be a sufficient act of the acceptance by both parties of these terms and conditions.

6) NON-ASSIGNMENT

The Customer shall not novate, assign, mortgage, charge or make over this Agreement or any part of it, without the prior express consent in writing of 1st Line IT. 1st Line IT shall be entitled to sub-contract the whole or any part of this Agreement or any of its rights or obligations under this Agreement.

7) NOTICES

Any notice document or request required to be given or served may be given or served by sending it pre-paid first class mail or by facsimile to the Registered office of 1st Line IT or the address of the Customer as set out above, any such notice being specifically addressed to the Company Secretary of 1st Line IT or the Customer as appropriate. If sent by first class mail, service shall be deemed to have occurred 48 (forty eight) hours after the posting of such notice and if sent by facsimile, upon receipt of appropriate confirmation of transmission. Either party may give written notice to the other of a change of address and after notice of such change has been served and received, any notice, document or request given or served thereafter shall be given to or served upon such party at such changed address.

8) CLAUSE HEADINGS

Clause headings are inserted for ease of reference only, and do not form part of this Agreement for the purpose of interpretation.

9) APPLICABLE LAW

This Agreement and all the terms, provisions and conditions of this Agreement and all questions of construction, validity and performance under this Agreement, shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

10) CONFIDENTIALITY

Each of 1st Line IT and the Customer hereby undertakes to the other to keep confidential all information not in the public domain relating to the business or products of the other party and not, without the other's written consent, to disclose any such information to any other person. 1st Line IT shall be entitled to disclose to its employees, agents or contractors any information not in the public domain relating to the Customer provided that 1st Line IT shall have made such persons aware that such information is not in the public domain. The terms of this Clause 10 shall survive the termination of this Agreement.

11) MISTAKES, ERRORS AND OMISSIONS

Each party shall be responsible for the accuracy of the information they supply to the other and shall reimburse the other party for any additional costs incurred as a result of mistakes, errors and or omissions contained therein.

12) ADVICE

The Customer acknowledges that the advice provided by 1st Line IT will rely heavily on the information supplied by the Customer and that the desired results will be affected by the extent to which the advice from 1st Line IT is implemented and cannot be guaranteed.

13) DEFECTS

1st Line IT shall not be held responsible for defects inherent in software or hardware from third parties. 1st Line IT's responsibility in such circumstances is limited to diagnosis of the defect and liaison with the third party on behalf of the Customer, who must notify 1st Line IT of the defect within one month of it being installed.

14) SPECIALIST SOFTWARE/HARDWARE

This Agreement is not a substitute for a maintenance or support agreement with a provider of specialist software or hardware.

15) LIMITATION OF LIABILITY

The liability of 1st Line IT to the Customer and the liability of the Customer to 1st Line IT for death or personal injury arising from its negligence or that of its employees, agents or subcontractors shall not be limited but subject thereto 1st Line IT shall not, in any circumstances, be liable whether in contract, tort or otherwise, for any indirect or consequential loss or damage howsoever arising and of whatsoever nature suffered or incurred by the Customer including (without limitation) loss of profits, loss of contracts, loss of data, loss of operation time or loss of the use of any equipment or process suffered directly or indirectly by the Customer and loss of anticipated savings. Save for liability for death or personal injury arising from the negligence of 1st Line IT, its employees, agents or sub-contractors for which no limit applies, the liability of 1st Line IT to the Customer for any direct loss or damage whether in contract, tort or otherwise, arising out of or in connection with its performance or its total or partial failure to perform in accordance with the terms of this Agreement shall in respect of any one incident or series of incidents attributable to the same cause be limited to and shall not in any circumstances exceed a sum equal to the amount actually paid to 1st Line IT by the Customer under this Agreement.

16) VALIDITY

This Agreement shall come into force upon the date countersigned by an authorised signatory of 1st Line IT.

17) FORCE MAJEURE

Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, natural disaster or other similar cause beyond such party's reasonable control.

18) ENTIRE AGREEMENT

1st Line IT shall not be liable to the Customer for loss arising from, or in connection with, any representations agreements, statements or undertakings made prior to the date of the execution of this Agreement.

19) WAIVER

The waiver by 1st Line IT of a breach or default of any of the provisions of this Agreement by the Customer shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of 1st Line IT to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the Customer.

20) SEVERANCE

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

21) CONTRACTS (RIGHTS OF THIRD PARTIES)

Nothing in this Agreement is intended to, or does, confer any right on a third party.

22) MINIMUM TERM FOR SUPPORT AGREEMENT

If there is a support agreement in place between 1st Line IT and the Customer, the support agreement shall be for a minimum period of one year, from the date of commencement. Unless otherwise agreed between the parties, the support agreement will automatically renew on the anniversary of the date of commencement, and will continue to do so on an annual basis, subject to clauses 23 and 24 below.

23) TERMINATION

Without prejudice to any of the provisions in this Agreement either Party may terminate the Agreement immediately by giving the other Party written notice if the other Party: a) fails to remedy any failure to observe and perform the provisions of the Agreement within 14 days of receiving a notice to remedy; b) becomes bankrupt, has a receiving order made against it or takes the benefit of any Act for the time being in force for the relief of insolvent debtors or is unable to pay its debts when due; c) is convicted of any criminal offence or commits any serious misconduct which in the reasonable opinion of the terminating party may prejudicially affect that Party's reputation or business; d) engages in conduct prejudicial to the best interests or good name and reputation of the other Party; e) Is in breach of any of its obligations under this Agreement. If there is a support agreement in place between 1st Line IT and the Customer, once the minimum term has passed either party shall be entitled to terminate the support agreement without cause or penalty in writing with three month's notice.

24) PAYMENT DETAILS

1st Line IT reserves the right to review the payment details in a support agreement after the minimum period. Any variation to the payment details will be subject to three month's notice in writing from 1st Line IT to the Customer. 1st Line IT shall satisfy the Customer that the variation is reasonable, prior to its implementation.

1st LINE IT UNDERTAKINGS

25) SCOPE

1st Line IT is to supply the Customer with services as and when required by the Customer and will undertake such services with skill and care. The nature and cost of these services will be as agreed between the Customer and 1st Line IT and documented in a support agreement, an assignment schedule, quote or estimate to the Customer.

26) STAFF ALLOCATION

1st Line IT reserves the right to determine the allocation of 1st Line IT personnel in furnishing services under this Agreement.

27) PERSONNEL MOVEMENTS

1st Line IT agrees that for a period of 12 (twelve) months from the date hereof it will not approach or solicit the personnel of the Customer with a view to offering them employment without the written consent of the Customer.

28) COPYRIGHT

1st Line IT will defend at its cost any claims brought against the Customer that any Software Products supplied by 1st Line IT to the Customer pursuant to this Agreement infringes any patent, trademark, copyright or other intellectual property of third parties. 1st Line IT will pay those costs and damages finally awarded or settled by negotiations against the Customer on any action based on any such claim provided that: a) The Customer promptly notifies 1st Line IT in writing of any such claim. b) 1st Line IT has sole control of the defence of any such claim and all related settlement negotiations, and c) the Customer provides 1st Line IT with the assistance, information and authority necessary to perform 1st Line IT's obligations under this Clause 28. 1st Line IT shall have no liability for any claim of infringement based on a) use of a superseded or altered release of the Software Product if the infringement would have been avoided by the use of a current unaltered release of the Software Product that 1st Line IT provides to the Customer; or b) the combination, operation or use of any Software Product supplied under this Agreement with software, hardware or other materials not supplied by 1st Line IT under this Agreement if such infringement would have been avoided by the use of the Software Product without such software, hardware or other materials. If a judgement against 1st Line IT for any such claim has occurred, or in 1st Line IT's opinion is likely to occur, the Customer agrees to permit 1st Line IT, at its expense, either: a) to procure for the Customer the right to continue using the 1st Line IT Software Products or; b) to modify the same so that they become non-infringing or; c) to replace the same by non-infringing material so that the material as modified or replaced performs the same functions as the infringing material; or d) to terminate the licence for the infringing Software Products and refund the licence fees paid for those Software Products pro-rated over a 5 (five) year term from the date of this Agreement. This Clause 28 states 1st Line IT's entire liability and the Customer's exclusive remedy for infringement.

CUSTOMER UNDERTAKINGS

29) ACCESS

The Customer agrees that it shall, subject to its prior agreement, provide such access to its premises and facilities as 1st Line IT may reasonably require in order to carry out the services as detailed in the support agreement and/or order documentation.

30) PERSONNEL MOVEMENTS

The Customer agrees that, for a period of 12 (twelve) months from the date of most recent invoice it will not approach or solicit the personnel of 1st Line IT with a view to offering them employment without the written consent of 1st Line IT.

31) ACKNOWLEDGEMENT

The Customer grants to 1st Line IT the right to use the Customer's name as a Customer of 1st Line IT. However, before 1st Line IT uses the Customer's name in publicity, advertising releases and other materials prepared by or on behalf of 1st Line IT, prior written approval by the Customer of the wording to be used must be obtained, such approval not to be unreasonably withheld.

32) THIRD PARTY SUPPLIED SOFTWARE

a) The Customer warrants that it has the necessary permission, express or otherwise, to enable any programs owned by third parties which 1st Line IT is not obliged to supply under the express terms of this Agreement and necessary for 1st Line IT to fulfill its obligations to the Customer to be copied and modified and run on the specified equipment during the use of the Software Product(s) without infringing third party copyright or any other rights and that the disclosure or use of such third party programs by 1st Line IT will not involve or result in any breach of confidence or contract. b) The Customer will hold 1st Line IT indemnified against any such claim and the costs of defending such a claim arising out of the breach by the Customer of the warranty set out in this Clause 32.

33) PURCHASE AND USE OF NEW EQUIPMENT/SOFTWARE

The Customer reserves the right to purchase new IT related equipment/software from 1st Line IT or any other source they deem appropriate, and this shall not invalidate any of its rights under this Agreement. However, the Customer acknowledges its responsibility to inform 1st Line IT of its intent to purchase new equipment/software so that 1st Line IT may advise as to its suitability prior to implementation and whether it will necessitate a change to any existing quote and/or support agreement.

34) COMPUTER CONTROLS AND CONDITIONS

Unless otherwise expressly agreed in writing by 1st Line IT as a specific responsibility of 1st Line IT under this Agreement, the Customer will be responsible for the provision of the necessary environmental and operational conditions for their IT equipment to function correctly; including (but not limited to) the provision of adequate, appropriate and sufficient i) machine configuration and System Software Products, ii) installation and audit controls iii) procedures and checkpoints to satisfy the Customer's requirements in relation to security and accuracy of input and output data including restart and recovery in the event of a computer malfunction and iv) methods and equipment for backing up all data in accordance with good computing practice. The Customer shall also be responsible for providing suitably qualified user personnel to run their computers and related IT equipment.

35) ACCEPTANCE

Following delivery of goods and/or supply of services, from time to time, delivery notes, acceptance certificates or timesheet documentation will be submitted, by 1st Line IT, for the Customer to acknowledge satisfactory delivery and/or satisfactory completion of supplied goods and/or services. In the case of written documentation, a signature from the Customer will constitute acceptance of delivery and/or completion to a satisfactory standard. In the case of electronic documentation, including but not limited to e-mail and facsimile transmissions, a replied acknowledgement from the Customer will constitute acceptance of delivery and/or completion to a satisfactory standard.

36) PAYMENT

Except as otherwise provided herein, the Customer agrees to pay all invoices within 30 days of submission by 1st Line IT. Title to goods supplied by or via 1st Line IT shall only pass to the Customer once the related invoice has been paid in full. 1st Line IT reserves the right to charge interest on overdue balance in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the Late Payment of Commercial Debts Regulations 2002. The Customer acknowledges that payments made pursuant to this Agreement in no circumstances constitute refundable deposits.