

Absols Limited Terms & Conditions

Definitions

“Business Hours”	Business hours are 09.00 – 17.00, Monday – Friday excluding weekends and Bank Holidays.
“Client”	Means the customer who accepts a quotation or offer for services.
“Absols”	Means Absols Limited, a company registered in England under 5837552 and includes all employees and agents of Absols Limited.
“Fees”	Means the monthly fees as set out in the proposal.
“SLA”	Service Level Agreement.
“Service”	Means any and all services provided by Absols under these Terms including, without limitation: - support services, software development, network cabling, consultancy services and any other services which may be provided from time to time.
“Force Majeure”	Means any event beyond the reasonable control of the affected party.

1. Application of terms.

- a. These terms apply to all services supplied by Absols to Client.
- b. Together with our SLA these terms constitute the entire agreement relating to the services provided and supersede any agreements already in place between Absols and Client. Save in the case of fraudulent misrepresentation or fraudulent concealment, any representation, warranty or undertaking, whether oral or written, (including in any previous correspondence or communication) and any other terms and conditions sought to be imposed by the clients own order forms or otherwise are expressly excluded.
- c. Absols employees or agents are not authorised to make any representations concerning the service or goods unless confirmed by Absols in writing. In entering into the contract Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- d. Absols may alter these terms at any time without prior notification to Client.

2. Absols obligations to the client

- a. Absols will not be obliged to provide any other services other than those outlined in the SLA unless additional services have been agreed and detailed in a secondary SLA.
- b. Absols cannot accept liability for failure to provide services due to a breach of the agreement by Client, its partners, sub-contractor or any other third parties, or for any delays caused by an act of force majeure or for any problems arising from third party software.
- c. Absols will have no liability to the client and may suspend services if the client fails to pay any fee's when due, is using unauthorised or illegal software or where Absols believes this service is being used excessively (for example as a replacement for training) .

- d. Absols agrees to treat Client and Client's employees with respect at all times, especially during times of business crises. In return, Absols expects the same treatment from Client and Client's employees for Absols employees.
- e. Absols will make its best efforts to respond to Client's needs within any time frame stated.

3. Clients obligations to Absols.

- a. All fees must be paid on time.
- b. Client agrees to Absols engineers having remote access to your computer systems.
- c. Client agrees to allow Absols to install, if not currently installed, approved anti-virus protection to all systems (subject to any licence fees).
- d. Client agrees to have technical details regarding clients system recorded on our database.
- e. Client agrees to allow us to create any administrative accounts required.
- f. Client agrees to give access at the time of any agreed appointment; failure to do so may result in Absols charging for the missed appointment.
- g. Client recognises that Absols employees are not full-time employees of client and at no time should be treated as such.
- h. Client understands that there may be occasional times of peak demand when Absols is forced to have to make extremely difficult decisions and triage Client's needs according to the severity of business impact.

4. Payment.

- a. Without prejudice to Absols other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, Absols reserves the right, forthwith and at Absols sole discretion, to suspend the provision of services to client.
- b. Invoices are payable within 30 days of the date of the invoice. Unpaid invoices shall attract interest at a rate of 4% above the base rate of Barclays Bank plc per annum without prior notice (such interest being payable both before and after any judgment may be obtained) and Absols reserves the right to suspend the services until payment is made.
- c. Where services are provided prior to the relevant fees being paid, Absols may retain the title in and ownership of all hardware and software registered on your behalf until payment is made
- d. All quotations are exclusive of VAT.
- e. Unless otherwise expressly specified, all quotations given by Absols for Absols services are valid for a period of 14 working days from the date upon which they are given, after which time the quotation shall automatically expire.

5. General.

- a. Calls out of business hours will be charged thus; time and a half (excluding Sundays and Bank Holidays), Sundays and Bank Holidays will be charged at double time.
- b. Client and Absols give each other consent to positively publicise our business relationship but not to disclose the terms of it.
- c. Either party may terminate this agreement with 30 days written notice unless otherwise outlined in the SLA.
- d. Absols may terminate this contract with immediate effect in the following circumstances:
 - i. Client commits a breach of the Terms and Conditions.
 - ii. Either party becomes insolvent or compounds with its creditors or goes into liquidation, other than for the purpose of reconstruction or amalgamation.