

Terms and Conditions

TYPES OF MAINTENANCE CONTRACT

All levels of Software Maintenance will cover the following services:

Help Desk; Fault Reporting System; Software revisions as advertised in the User Group newsletter and web site; Annual site evaluation if required.

Maintenance 15:	Four working hour response to faults reported between 09:00 to 17:30 Monday to Friday, excluding Bank Holidays. Primary support: Remote Diagnostics (internet or dial-up WITH dial back).
Maintenance 20:	Four working hour response to faults reported between 09:00 to 17:30 Monday to Friday, excluding Bank Holidays. Primary support: Remote Diagnostics (dial-up NO dial back).
Maintenance 25:	Four working hour response to faults reported between 09:00 to 17:30 Monday to Friday, excluding Bank Holidays. No Remote Diagnostics . Primary support: telephone
Maintenance Charity:	As individually agreed in writing between focom limited and the Charity

REMOTE DIAGNOSTICS

In the event of a fault occurring with LUMBERJACK software, **focom limited** will use remote diagnostics to establish the extent of the problem. It is the Purchaser's responsibility to ensure that remote access (the modem, telephone line and diagnostic software or internet connection) is available to carry out the diagnostic procedure.

If **focom limited** are unable to clear a fault using remote diagnostics, or if the purchaser has failed to maintain remote access, or there is no remote diagnostics, a site visit will be made at a time agreed with the Purchaser. All site visits are chargeable (currently £350 plus travel and subsistence.). Any travel and subsistence costs incurred as a result of **focom limited** visiting site will be chargeable to the Purchaser, regardless of whether the fault is due to **focom limited** or the Purchaser.

TARIFF MAINTENANCE OPTIONS	Cost
Tariff:	Published BT Standard tariff only. Quarterly updates if changes applicable
Tariff 1:	Published BT Standard tariff plus ONE bespoke tariff maintained. Quarterly updates if changes applicable
Tariff 2:	Published BT Standard tariff plus TWO bespoke tariffs maintained. Quarterly updates if changes applicable
Tariff 3:	Published BT Standard tariff plus THREE bespoke tariffs maintained. Quarterly updates if changes applicable
Additional Tariffs:	For each additional bespoke tariff
Mobile tariffs	If you require us to install and maintain a mobile tariff
Tariff Charity:	Arrangements as agreed in writing between focom limited and the Charity.

Where carriers provide regular mailings for their pricing structure, **focom limited** will automatically update LUMBERJACK in accordance with the maintenance level.

Where special rates have been agreed between the carrier and the customer, or where mailings from the carrier are not available, agreement must be reached between the three parties as to the method of updating the tariff.

CHARGES

Maintenance will be charged annually, payable during the 30 days prior to expiry of contract. Renewal notices will be sent out two months prior to expiry.

Notification of any increase in maintenance charges will be sent to the Purchaser at least 30 days prior to enforcement.

If payment is not made prior to expiry of maintenance contract, **focom limited** cannot support the software until payment is received. If payment is then made within 60 days of expiry, **focom limited** will continue to support the product from the date of receipt. If more than 60 days have elapsed, **focom limited** will request a site visit to evaluate the software before agreeing to resume maintenance; this visit will be chargeable to the Purchaser.

Payment of annual maintenance is deemed as acceptance of the terms set out herein.

Invoiced amounts shall be payable 30 days from date of invoice. Failure to effect payment when due will result in the right to charge interest on late-payments and claim compensation for debt-recovery costs.

CANCELLATION OR DELAY OF WORKS

focom limited reserve the right to charge in full for works that are delayed or cancelled by any party without prior agreement. Cancellation must be given a minimum of three working days prior to date of works. This applies to engineer's visits, training days, or other chargeable works.

TERMINATION

Either party shall be entitled to terminate the contract giving 30 days written notice prior to expiry of contract. All maintenance charges up to the date of termination will be payable by the customer and maintenance will be supported by **focom limited** up to the termination date.

VIOLATION OF MAINTENANCE CONTRACT

The Purchaser must be aware of the terms of the LUMBERJACK licence. If LUMBERJACK software is moved to a new environment, focom limited must be informed and agreement reached in writing. If the software is moved without prior consultation with focom limited and fails to work after the move, any consultation time, travel or subsistence will be chargeable to the Purchaser. Network connection will be agreed with the Purchaser at the time of installation. The Purchaser is expected to maintain all hardware in accordance with the manufacturer's instructions; failure to do so may invalidate this contract.

FORCE MAJEURE

Whilst every endeavour will be made to keep to the letter of this contract, neither party will be held liable in the event of force majeure (floods, fire, natural disaster, strikes, embargoes, national shortages, transportation delays, third party delays, civil or military action).

HEALTH AND SAFETY

The Purchaser is expected to take all reasonable precautions to protect the health and safety of **focom limited** staff whilst attending site.

CONFIDENTIALITY

focom limited will not divulge any information regarding the Purchaser's company business gleaned as a result of carrying out business with the Purchaser to any outside parties. **focom limited** expect the same level of respect from their customers.

LAW

This contract shall be subject to the Laws of England and Wales. In accordance with this, VAT will be chargeable on all invoices at the going rate.