

General terms and conditions for services

The agreement

- 1.1. The terms set out below apply to the provision of information technology service to the Customer (“you”) by Technology Solutions Limited (we, us, our) except to the extent they have been specifically modified on the face of this Agreement.
- 1.2. These standard terms form the basis of our agreement with you and apply to all products and services we supply to you whether as principal or agent. Our agreement with you also includes your application or order form, which you complete and provide to us. You will be bound by a facsimile copy of our application or order form as if it was an original. If you complete an application or order form on our web site or by email, we will retain a printed copy of the detail submitted to us and you will be bound in the same manner as if you had signed an application in writing
- 1.3. We may vary this Agreement from time to time by notice in writing to you and any such amendment shall be binding upon receipt by you or any later date stated in the notice.

Charges

- 2.1. You must pay the full amount of all charges at the rate or rates specified for the service in our applicable pricing document as in effect from time to time (“the Charges”) except to the extent any of the Charges have been specifically amended on the face of this Agreement in which case that becomes the applicable Charge.
- 2.2. We may amend the Charges at any time by notice in writing to you and any such amendment shall be binding upon receipt by you or any later date stated in the notice.
- 2.3. Any work which we undertake at your request and is outside the Service will be paid for by you at our current rates.
- 2.4. Goods and services tax is not included in the Charges and are payable by you in addition to the Charges.

Term and termination

- 3.1. The Term of this Agreement is the term specified in this Agreement unless extended by agreement in writing signed by you and by us (in which case reference to the “Term” includes any extended term).
- 3.2. If the Term is:
 - (a) Monthly, this Agreement will continue from month to month until it is terminated by either party on one month’s notice in writing to the other; and
 - (b) If the Term is for a specified period, this Agreement will terminate at the end of that period. However, if you continue to use the Service after the end of the Term, the Service will continue on a monthly basis at the Charges then currently in effect for monthly contracts.

- (c) the Charges for some Services are set based on the Term which you have agreed for that Service; and if you give up any Service or terminate this Agreement prior to the expiry of the Term we may charge you (in which case you will be liable to pay) the monthly charges, as specified for that Service, for the period from the date of termination to the expiry of the Term, as compensation to us for the revenue which we would otherwise have expected to receive from you in respect of that Service over the Term.
- (d) Termination and the rights set out in clause 3.2(c) are without prejudice to any other rights or obligations either party may have under this Agreement.

Payment

- 4.1. You must, without deduction or set off of any kind, pay the Charges for the Service by the 20th of the month following the date of each invoice (“the Due Date”).
- 4.2. If you do not pay all Charges by the Due Date, then you will pay:
 - (a) Default interest on all sums owing for the period from the Due Date to and including the date the Charges are paid. The default interest rate will be 2% per annum above the rate charged by our bankers for unsecured overdraft facilities as at the Due Date; and
 - (b) Our legal and other fees and expenses (including costs on a solicitor own client basis) incurred in respect of the recovery of any overdue Charges.
- 4.3. If any sum payable by you under this Agreement remains unpaid for 14 days after the Due Date, we may discontinue the Service without giving notice to you. Discontinuance of the Service will not:
 - (a) Relieve you from having to pay any sum due and owing to us, and will not remove your obligation pursuant to Clauses 2 and 3 to pay the Charges for the Service to the end of the Term; or
 - (b) Restrict any other right or remedy of Technology Solutions.
- 4.4. We shall use its best endeavours to resolve any dispute it may have with you concerning the Charges within 60 days of being advised by you that there is a dispute. You will make payment of all amounts which are not disputed in good faith by the Due Date.

Notices

- 5.1. A notice shall be deemed to have been validly given if it is in writing (which includes facsimile and e-mail) and is sent to the relevant party at any address, facsimile number or e-mail listed in this Agreement or subsequently notified by either party to the other in writing and shall be deemed to have been duly given or made:
 - (a) If by mail, on the second working day after being posted by mail correctly addressed and stamped;
 - (b) If by hand, on personal delivery to the recipient or to such address; and

- (c) If by facsimile or e-mail, when transmitted to the correct number or address with no indication of incomplete transmission to such address,

PROVIDED THAT if a notice is given by hand, facsimile or e-mail after 5PM on a working day or on a day which is not a working day it shall be deemed to have been received at 9AM on the next following working day.

- 5.2. A notice sent by e-mail from a party's e-mail domain that states on its face that it is from a particular person shall be "signed" by that person for the purposes of this Agreement.

Consumer guarantees act

- 6.1 You acknowledge that:

- (a) You are acquiring, or holding yourself out as acquiring, the Services for the purposes of a business; and
- (b) The provisions of the Consumer Guarantees Act 1993 do not apply to this Agreement.

No representations and warranties

- 7.1. We shall not be bound by any representation, warranty, description or condition as to suitability, fitness or otherwise (whether express or implied) except as stated in these Terms or as stated in writing by an authorised officer of Tech Sol.
- 7.2. No dealer, agent, representative or employee is authorised to make any such representations, warranties, descriptions or conditions unless they are in writing and signed by an authorised officer of Technology Solutions.
- 7.3. You acknowledge that you are relying on your own assessment of the Service to be provided.

Limits of liability

- 8.1. We will attempt to remedy any fault in the Service reported by you as soon as reasonably possible.
- 8.2. Subject to the provisions of this Clause 8, Tech Sol will give a credit to you for a period (if any) during which the Service did not function due to a fault for which Tech Sol is responsible. The credit will be equal to the Charge applicable in relation to the affected Service for the period beginning at the time you notify the fault to Tech Sol until the Service is restored.
- 8.3. No claim may be made by you against us of any kind or nature unless you notify us in writing within 30 days of the date on which the claim first arises.
- 8.4. Except as provided in this Clause 8, we will not be liable to you in any way whatever and however arising (whether in contract, tort, or otherwise, and whether for direct, indirect, consequential or any other type of loss (including loss of profits, claims against by third parties, and any type of loss or damage resulting from failure of the Service)). This limitation also applies to the representations, warranties, descriptions or conditions referred to in Clause 7.

- 8.5. In all circumstances of whatever nature and however arising, our maximum liability to you (including for a credit) will be no more than \$500 for each event or series of related events (subject to a maximum liability of \$1500 in any calendar year).

Assignment

- 9.1. You cannot transfer your benefits and obligations under this Agreement without our prior written permission which will not unreasonably be withheld.
- 9.2. We may assign its benefits and obligations under this Agreement

Force majeure and delay in the provision or standard of service

- 10.1 We shall not be in breach of this Agreement and shall not be liable for any delay or reduction in the Service (or inability to provide the Service) caused by any of the following:
- (a) force majeure (including fire, earthquake and adverse weather conditions);
 - (b) late delivery of equipment or materials to us for reasons beyond our control;
 - (c) industrial or legal action which obstructs or prevents continuation of the Service;
 - (d) operational and technical difficulties such, internet and power outages and maintenance, outages beyond our control;
 - (e) any other cause beyond the control of Tech Sol.

Customer information

- 11.1 You authorise us to:
- (a) collect and store information about you;
 - (b) use any information it holds about you; and
 - (c) disclose information about you to any person in the course of Tech Sol's business, including credit assessment, debt collection, marketing and for assessing customer satisfaction.