

Terms and Conditions of Supply

1st Computer Consultancy

These are the standard terms on which hardware ("Hardware") and third party software ("Software") ("Products") and services ("Services") are supplied by 1st Computer Consultancy to the customer ("Customer") at the Site for the prices and/or licence fees ("Charges") as further specified in these terms and conditions and associated Schedule.

1. ORDER ACCEPTANCE

1.1 Unless otherwise expressly agreed by 1st Computer Consultancy in writing, these terms and conditions will apply to any orders from the Customer for Products or Services, and will supersede any other terms and conditions referred to, offered, or relied on by the Customer. Specific terms and conditions of 1st Computer Consultancy relating to Products or Services will prevail over these conditions in the event of any conflict and also, in respect of the Software to the conditions of its third party licence agreement. Subject to this, no variation to these terms will be binding unless signed by the owner of 1st Computer Consultancy.

1.2 Any order placed with 1st Computer Consultancy by the Customer will constitute an offer to 1st Computer Consultancy subject to these terms and conditions and will be subject to acceptance by 1st Computer Consultancy.

2. DELIVERY AND RISK OF LOSS

2.1 Each delivery of Products under this Agreement will be deemed to constitute a separate agreement to which these terms and conditions will apply, except that failure or defect in any delivery will not entitle the Customer to repudiate the Agreement nor to cancel any subsequent deliveries.

2.2 1st Computer Consultancy will schedule delivery to the Customer, but delivery may be postponed because of conditions beyond 1st Computer Consultancy's reasonable control, and in no event will 1st Computer Consultancy be liable for any damages for delay in delivery. Time shall not be of the essence.

2.3 The Customer will make the site in the UK at which Products/Services are to be delivered ("the Site") available for inspection by appropriate 1st Computer Consultancy staff at an agreed time during a period of 30 days before the scheduled delivery date, if so required by 1st Computer Consultancy.

2.4 Delivery will be made during normal working hours to the Site as agreed with the Customer or sent electronically where appropriate in a 24 hour period.

2.5 If the Customer refuses or fails to take delivery of Products, delivery shall nevertheless be deemed to have taken place for the purposes of 1st Computer Consultancy's rights to payment, and 1st Computer Consultancy will be entitled to store Products at the Customer's risk and expense, including all transportation charges.

2.6 Risk will pass to the Customer at the time of delivery. Responsibility for insuring the Products is therefore the Customer's from the time of delivery. Title to Hardware only will pass to the Customer when all invoiced Charges due to 1st Computer Consultancy have been paid in full. Software supplied by 1st Computer Consultancy is not sold but supplied on the basis of its licensor's terms and conditions of use, with which the Customer must agree and comply. Software Vendors Terms and Conditions can be seen on request.

2.7 The Customer must notify 1st Computer Consultancy of any claim for shortages or for damaged Products within 7 days of delivery.

3. HARDWARE

3.1 The Customer will be solely responsible for installation, Support or Training of any Hardware. 1st Computer Consultancy disclaims any liability in this connection unless the Customer has been charged for this specifically.

3.2 Where the Hardware includes data communications equipment, and data transmission speeds are given, these are at all times subject to any conditions of the applicable telecommunications utility supplier relating to the capability of any of that supplier's equipment to which the Hardware is linked.

3.3 Acceptance will take place at the Site when 1st Computer Consultancy demonstrates that the equipment is working accordingly. If 1st Computer Consultancy's demonstration of the test procedure and/or programs at the Site is delayed for more than 7 working days other than through any fault of 1st Computer Consultancy, the Products will be deemed to be accepted. In the event that any Hardware item should fail acceptance procedures, 1st Computer Consultancy will at its option, replace or repair that item.

3.4 All proprietary rights in all patents, designs, copyrights, engineering details, schematics, drawings and other similar data relating to the Hardware are and shall at all times remain vested in the manufacturer of the Hardware. The sale of Hardware to the Customer does not convey any ownership or licence to exploit any of the proprietary rights in the Hardware.

4. SOFTWARE

4.1 1st Computer Consultancy will carry out appropriate checks to ensure the Software has been correctly installed as part of the paid installation process and then deemed accepted. 1st Computer Consultancy does not accept liability if the Software has been installed by the Customer.

4.2 Copyright subsists in all Software including its documentation. No rights in intellectual property in the Software, including its documentation and any updates or enhancements are granted to the Customer. TITLE TO SOFTWARE DOES NOT TRANSFER TO THE CUSTOMER UNDER ANY CIRCUMSTANCES. Permanance and Perpetual Licences will allow users to user software under licence conditions from the Software Vendor.

4.3 1st Computer Consultancy does not directly license the Customer for third party Software. The Customer undertakes to comply with any third party Software conditions notified to it on or before delivery of any Software, including entering into and complying with licence agreements and other agreements with the third party prior to the Customer using the Software concerned, and to indemnify 1st Computer Consultancy at the suit of a third party Software owner as a result of any breach by the Customer of such conditions. Customers may request Hardware and Software requirements for Software and where necessary trial the software themselves prior to purchase. Installation of Software, Configuration and Training will be offered to the Customer to purchase. Where there are issues of performance, compatabilty, links to other software and errors, 1st Computer Consultancy does not accept liability for this and the Customer must take this up with the third party Software provider directly, Contact details will be provided by 1st Computer Consultancy.

5. CHARGES

5.1 The Charges for Products and/or Services supplied under these terms and conditions will be as agreed between the parties, and are exclusive of Value Added Tax, which will be added in accordance with prevailing legislation. 1st Computer Consultancy reserves the right to increase the Charges from time to time.

5.2 1st Computer Consultancy reserves the right by giving notice to the Customer at any time before delivery to increase the Charges to reflect any increase in the cost to 1st Computer Consultancy which is due to any fact beyond its control such as, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, materials or other cost of manufacture, any change in delivery dates, quantities or specifications requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give adequate information or instructions.

6. PAYMENT

6.1 Following acceptance of the Customer's order by 1st Computer Consultancy, 1st Computer Consultancy may invoice the Customer for the Products and/or Services in advance and request payment before any supply.

6.2 All Charges are exclusive of expenses reasonably incurred which will be chargeable in addition, such as carriage.

6.3 All Charges, including expenses where applicable, are exclusive of Value Added Tax and any similar taxes, which will be applied in accordance with prevailing legislation in force at the tax point date.

6.4 All invoices are payable net 14 days from receipt unless otherwise stated. Payments which are not received when payable will be considered overdue and remain payable by the Customer.

6.5 Notwithstanding the above provision for late payment, in this event 1st Computer Consultancy may at its option, and without prejudice to any other remedy at any time after payment has become due, terminate or temporarily suspend this Agreement.

6.6 If 1st Computer Consultancy becomes entitled to terminate this Agreement for any reason, any sums then due to 1st Computer Consultancy will immediately become payable in full.

7. RESCHEDULING OR CANCELLATION

7.1 If the Customer cancels all or any part of an order less than 7 days from the scheduled date of shipment or Visit date, cancellation charges will be based on the amount of notice provided unless rescheduling can be agreed. 1 day 100% 2-3 days 75% 4-5 days 50%.

7.2 In the event of any configuration changes to Hardware and Software, 1st Computer Consultancy reserves the right to revise the scheduled shipment date.

7.3 Where delivery is postponed by 1st Computer Consultancy pursuant to clause 7.2, the Customer will be entitled to cancel all or part of the affected Hardware delivery within 7 days of notification by 1st Computer Consultancy of a revised delivery date.

7.4 The parties agree that the charge set out in this clause is reasonable and is intended as liquidated damages and not as a penalty.

9. WARRANTY

9.1 1st Computer Consultancy warrants that it has good title to or right to supply Products.

9.2 If any part of the Hardware proves defective in material or workmanship under normal operation or service, such Hardware will be repaired or replaced only in accordance with the warranty cover provided by the original manufacturer of the Hardware. This warranty does not apply to Hardware to which unauthorised repair or modification has taken place or to Hardware damaged by accident, misuse or misapplication. The Customer will be responsible for sending goods back to Manufacturer or to 1st Computer Consultancy.

9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE 1ST COMPUTER CONSULTANCY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED IN LAW OR OTHERWISE, AND THE ABOVE WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES ON THE PART OF 1ST COMPUTER CONSULTANCY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. INDEMNITIES AND LIMITS OF LIABILITY

10.1 The Customer agrees that it has accepted these terms and conditions in the knowledge that 1st Computer Consultancy's liability is limited and that the Charges have been calculated accordingly. The Customer is advised to make its own insurance arrangements if it desires to limit further its exposure to risk or if it requires further or different cover. For Details see 10.2

10.2 1st Computer Consultancy Professional Indemnity Certificate Statement can be viewed from Link below. For Full details of the Indemnity and Limits of Liability this can be requested from 1st Computer Consultancy at info@1cc.co.uk.

[Certificate Statement of Indemnity Insurance](#)

11. DISPUTE RESOLUTION

11.1 Any dispute arising in connection with this Agreement shall in the first instance be referred to a Board level director of each party or Senior Role for discussion and potential resolution within 7 days of the date of referral. Neither party may initiate any legal action until this action has been carried out unless one party has reasonable cause to do so in order to avoid immediate damage to its business or to preserve any right of action it might have. This clause will not apply in respect of any application to a court having jurisdiction in respect of a preliminary injunction in order to protect its interests.

11.2 Subject to clause 11.1 any dispute between the parties about any matter relating to the performance of this Agreement (other than in relation to the payment of any money) which cannot be resolved by the parties within 21 days of the date of referral referred to above, will first be referred to mediation or other alternative dispute resolution procedure as agreed between the parties, each acting in good faith.

12. CONFIDENTIALITY

The Customer will keep confidential and not disclose without 1st Computer Consultancy's written consent any confidential information which it may obtain. The Customer will take all reasonable steps to ensure that its employees and ex-employees are bound by the same obligation.

13. TERMINATION

13.1 This Agreement may be terminated immediately by notice in writing:

(a) By 1st Computer Consultancy if the Customer fails to pay any sums due under this Agreement by the due date notwithstanding any other provisions for late payment in this Agreement;

(b) By either party if the other party is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the same (if capable of remedy) for a period of 30 days after written notice of the breach by the other party;

(c) By either party if the other party is involved in any legal proceedings concerning its solvency, or ceases trading, or commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation, whether compulsory or voluntary, other than for the purposes of an amalgamation or reconstruction, or makes an arrangement with its creditors or petitions for an administration order or has a receiver or manager appointed over all or any part of its assets or generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

13.2 Any termination of this Agreement under this clause will be without prejudice to any other rights or remedies of either party under this Agreement or at law and will not affect any accrued rights or liabilities of either party at the date of termination.

13.3 Such termination under this clause 13 will be without prejudice to any accrued rights and outstanding obligations of the parties to each other at the date of termination.

14. EXPORT AND RE-EXPORT LIMITATION

Having regard to the current statutory or other United Kingdom Government regulations in force from time to time and, in the case of Products manufactured in the United States of America, to the United States Department of Commerce export regulations in force from time to time, and regardless of any disclosure made by the Customer to 1st Computer Consultancy of an ultimate destination for any Products, the Customer will not export or re-export directly or indirectly any Products without first obtaining all such written consents or authorisation as may be required by any applicable Government regulations.

15. GENERAL CONTRACT PROVISIONS

15.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to the subject matter of this Agreement. Each of the parties acknowledges that in entering into this Agreement, it does not rely on and will have no remedy in respect of any statement of fact or opinion not recorded in this Agreement (whether negligently or innocently made), except for any representation made fraudulently.

15.2 Variations

No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both parties on or after the date of this Agreement.

15.3 Force Majeure

Neither party will be liable to the other party for any delay in or failure to perform its obligations (other than a payment of money) as a result of any cause beyond its reasonable control, including but not limited to any industrial dispute. If such delay or failure continues for at least 90 days, either party will be entitled to terminate the Agreement by notice in writing.

15.4 Severability

If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced unless the substantive purpose of this Agreement is thereby frustrated, in which case either party may terminate this Agreement forthwith on written notice.

15.5 Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

15.6 Rights of Third Parties

A person who is not a party to this Agreement has no right under the Contracts

(Rights of Third Parties) Act 1999 to benefit under or to enforce any term of this Agreement.

15.7 Assignment

Neither party shall assign, sub-contract or otherwise deal with this Agreement or any rights and obligations under this Agreement without the prior consent of the other party.

15.8 Notices

Any notice given under this Agreement by either party to the other must be in writing and may be delivered personally or by first class post, and in the case of post will be deemed to have been given 2 working days after the date of posting. Notices will be delivered or sent to the addresses of the parties on the first page of this Agreement or to any other address notified in writing by either party to the other for the purpose of receiving notices after the date of this Agreement, and must be backed up by email addressed to the Customer Representative at the email address set out in the Services Schedule or to the Owner of 1st Computer Consultancy at respectively info@1cc.co.uk

15.9 Governing Law and Jurisdiction

This Agreement is governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.