



## **Terms & Conditions of Business**

## 1. Definitions

Within this Agreement, the following words shall have the following meanings:

'Business Hours' shall mean Monday to Friday, excluding any or public holidays in England and Wales.

'CJAZ' shall mean CJAZ Ltd T/A CJAZ Consulting.

'Client' shall mean the individual or company to whom CJAZ sells or agrees to sell Products under these terms and conditions.

'Products' shall mean the Subscriptions, Hardware, Software, Training and Services provided or to be provided by CJAZ under this Agreement.

'Hardware' shall mean all hardware components inclusive of related documentation supplied or to be supplied by CJAZ.

'Software' shall mean all application software inclusive of related documentation supplied or to be supplied by CJAZ.

'Training' shall mean Training provided or to be provided by CJAZ to the Client.

'Services' shall mean Services provided or to be provided by CJAZ to the Client.

'Supplier' shall mean CJAZ and/or a third party company acting on CJAZ's behalf.

'Computer System' shall mean the products, hardware and software provided by CJAZ under this Agreement.

'SLA' shall mean the Service Level Agreement provided by CJAZ to the Client.

The headings to the clauses within this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## 2. Application

The terms of this Agreement shall apply to the sale of all Products by CJAZ, to the exclusion of all other terms and conditions. This Agreement constitutes the entire agreement between the Client and CJAZ, superseding all other written and verbal agreements. No amendment to this Agreement shall be binding unless in writing and signed by authorised representatives of both the Client and CJAZ.

## 3. Law

This Agreement shall be governed by English Law and subject to the jurisdiction of the English Courts.

## 4. Payment and Cancellations

Payment shall be due on order of the Products with the exception of Training where Payment shall be due ten working days prior to the commencement of the Training and, Services which shall be due on completion of work. Training and Services may be cancelled by five working days prior written notice, subject to a fee of 10% of the payment due for the Training and Services to cover administration. This administration fee is due at the time of written notice of the cancellation. Payment for any Service Arrangement is payable monthly in advance unless agreed in writing between the Client and CJAZ.

If the Client fails to make payment on the due dates then CJAZ are entitled to charge interest at the rate of 8% over the then current base lending rate of HSBC Bank plc.

CJAZ reserves the right to cancel or suspend services until the payment dispute has been resolved. The Client shall not be entitled to set off any monies owed by CJAZ to the Client against any sum due to CJAZ by the Client.

CJAZ may at any time after the first three months of the commencement date of any Service agreement, increase the monthly cost, daily and hourly rate on giving the Client not less than 1 months' written notice.

## 5. Proposals, Estimates & Quotations

Proposals are only valid in writing and during the period that they state. If unstated, the period is 21 days for service and software development and 7 days for hardware and software (incl. 3rd Party Products). Orders may be received in writing or by e-mail. CJAZ reserves the right to change Products (incl. 3rd Party Products) at any time but guarantees the Client at least equivalent functionality and performance.

## 6. Delivery and Acceptance

Delivery dates agreed between the Client and CJAZ are estimates only and are not contractually binding. Delivery shall be deemed to have taken place upon the arrival of the Products at the Client's premises.

The Client shall inspect any Hardware on delivery and shall notify CJAZ in writing of any defects or failure to comply with description within three days of delivery. Failure to provide such a written communication shall imply that the Client has accepted the Hardware.

The Customer maybe required to sign Job Sheets and Project Acceptance Certificates to show acceptance of work carried out. Where these are required, if the documentation is not signed off within 5 working days from completion of work, and CJAZ has not been notified of any issues regarding the work carried out, it is assumed that the Customer has accepted the work and CJAZ can proceed with invoicing.

## 7. Warranty

Software and Hardware sold by CJAZ are subject to the terms of the relevant manufacturer's warranty. All other warranties expressed or implied are hereby excluded.

## 8. Client Responsibilities

8.1 CJAZ shall provide the Client with any requirements for delivery of the Products. It is the responsibility of the Client to ensure that the required facilities are available at the time of the delivery of the Products. If such facilities are not available or are unsuitable at the time of the delivery, then the Client shall pay CJAZ any additional costs incurred as a result.

8.2 The client may not approach any CJAZ employee to carry out any services outside of their contract with CJAZ.

8.3 After the initial 30-days, a schedule of maintained equipment will be compiled, and the Customer shall:

- a. ensure that the Maintained Equipment is installed and kept in suitable premises and under suitable conditions and permit only trained and competent personnel to use it and follow any operating instructions provided by the manufacturer of the equipment or instruction provided by the Supplier from time to time
- b. notify the Supplier promptly if the Maintained Equipment is discovered to be operating incorrectly
- c. at all reasonable times permit full and free access to the Location and to the Maintained Equipment to the Supplier, its employees, contractors and agents and provide them with adequate and safe working space, and any telecommunications facilities as are reasonably required to enable the Supplier to perform the Services
- d. provide the Supplier with any information that is reasonably requested to the performance of the Services
- e. take any steps reasonably necessary to ensure the safety of the Supplier's personnel when attending the Location
- f. not allow any person other than the Supplier to maintain, alter, modify or adjust the Maintained Equipment without prior written approval of the Supplier. Should remedial work need to be carried out, as a result of any person other than the Supplier installing, configuring or working on the Maintained Equipment, even with written permission of the Supplier, then this remedial work will be charged in accordance with the Suppliers current rates.
- g. not move the Maintained Equipment (with the exception of items of equipment intended to be mobile such as laptop computers) from the Location without the prior written approval of the Supplier which approval is not to be unreasonably withheld or delayed
- h. source any reserve equipment only in conditions approved by the Supplier and make this equipment available for periodic maintenance
- i. only use supplies or materials supplied or approved by the Supplier.

## 9. Assignment of Work

CJAZ is entitled to sub-contract under this Agreement. The Client may not sub-contract without the prior written agreement of CJAZ.

## 10. Hours of Work

In these Terms, "normal office hours" means the hours from 9.00am to 5.30pm, Monday to Friday except public and bank holidays. CJAZ will respond to problems as per Service Levels set out in the signed CJAZ Service Arrangement. "Out of hours" means on-site or remote support between the hours of 5.31pm and 8.59am and weekends and public holidays.

## 11. Expenses

The Client shall reimburse CJAZ for any reasonable expenses incurred whilst supplying the Products.

## 12. Software

All Software is sold subject to the terms and conditions of the relevant software licence. In the event of any conflict between these Terms and Conditions and the terms of any Software Licence, the terms of the Software Licence shall prevail. It is the sole responsibility of the Client to comply with the terms and conditions of the Software.

## 13. Title

The Products shall remain the sole property of CJAZ until the Client has made the agreed payment on the goods and there are no sums due from the Client to CJAZ under any other contract. Until such payment, the Client shall hold the Products solely as bailee for CJAZ, in a fiduciary capacity and in a way, which clearly identifies them as property of CJAZ. Until the Products pass to the Client from CJAZ, the Client must produce the Products on request. Failure to do so entitles CJAZ to enter the Client's premises and repossess the Products. The Client shall insure and keep insured the Products to their full price and against all risks until ownership passes from CJAZ to the Client.

## 14. Liability

CJAZ shall not be liable for any indirect or consequential loss or damage arising from the Products however such loss or damage may be incurred. Unless specified in a Service Arrangement, the Client shall be responsible for creating back-up copies of all data and for obtaining insurance cover for the instance of accidentally deleted data.

## 15. Force Majeure

CJAZ shall not be liable for any failure due to circumstances beyond their reasonable control including (without limitation) acts of God, fire, flood, strike, labour disputes, civil or commercial sabotage, statute order or any regulation of any government public or local authority.

## 16. Waiver

The failure by CJAZ to enforce at any time any one or more of the terms and conditions of this Agreement shall not be deemed to be a waiver or affect the rights of CJAZ under the terms of this Agreement.

## 17. Confidentiality

CJAZ will enforce and maintain customer confidentiality at all times and will not disclose any non-public information about the customer to any 3rd parties. CJAZ acknowledges that all information, files, knowledge or any other data in respect of the customers I.T. infrastructure or business whilst engaged under the terms of this agreement will be treated at all times as strictly confidential.