



ICT Support Contract

ICT Consultancy, Technical, Audio Visual and Management Information Systems.

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ICT Core Services

Weald Computer Systems Support service is a customer focused service with the overall aim to give best advice and assist with the use of ICT in the pursuit of excellence.

Weald Computer Systems does offer additional services for clients that feel they need to add on top of the core support. Please see our ICT Support Packages for more details.

Weald Computer Systems offers various levels of support to meet your client needs, the core services are based on the following services:

- Scheduled visits – On site attendance at your client from our experienced and friendly Technician
- Help Desk – Unlimited telephone support from 08:30am – 04:30pm Monday to Friday.
- Web Helpdesk – a web based helpdesk system
- ICT Consultancy - Our consultancy service gives you a base line report and make further suggestions on improving the current technology and keeping you up to date with emerging technologies for future strategic plans.
- Hardware maintenance, troubleshooting and repair
- Server management and maintenance
- Support Pcs, Laptops, Printers, Interactive Whiteboards, Projects, network devices and other ICT peripherals.
- Network support and management of security, software and services.
- Support for wired and wireless networks.

Services Outside of the SLA

- Web design and development
- Network cabling and Installation
- ICT build projects
- Installation of Audio/Video solutions
- Installation of wireless network infrastructure
- Installation of IP monitoring and surveillance systems

These services are not provided as part of the SLA, however they can be arranged with us as an addition.

Client Responsibilities

To ensure the service provided with accordance to terms of this agreement, the client has to provide and conform to the following:

- A nominated person as a main point of contact.
- Use the email/web helpdesk to log all IT issues such that all parties involved have a clear record issues logged and the progress of each ticket.
- Ensure straightforward, unimpeded access to equipment and network. (Impeded access will result in delayed response / resolution);
- Allow remote access to the client's network through the approved remote access solution;
- Provide an approved email account for communications.
- Ensure that appointments made for staff to attend on-site are honoured, advising the Help Desk in a timely manner when appointments need to be changed;
- Follow best practice in acceptable use and data handling policy and procedures;
- Ensure that staff receive adequate training. Training will not be provided via the Help Desk.
- Ensure the client has an internet service provided with appropriate security measures and to allow efficient and effective remote support.

Pricing

ICT Support Packages 2019

<u>Description</u>	<u>Price</u>
Virtual Machine(VM) Supporting 15 Virtual Desktops and Exchange Email	£475/Month
Microsoft Office365 Pro Plus	
12 Microsoft Exchange Licenses for Councillors	
Telephone Support	

Remote hourly support rate £25/Hour

Onsite hourly support rate £40/Hour

Project/Consultancy £350/Daily

These costs are subject to VAT at the standard rate.

Agreement Form

Name of Client: Kingshill Parish Council

Client Address: 70 Gibson Drive Kings Hill

ME19 4LG

Client Contact: Julie Miller

Client Tel #:01732870382

Email address: clerk@kingshillparish.gov.uk

Signed _____ Date _____
On Behalf of the client

Signed _____ Date _____
On Behalf of Weald Computer Systems

For Use Only:
SLA Reference Number _____ Date -----

Terms and Conditions

1. GENERAL

- a. This agreement and the schedule hereto and any quotations referred to constitute the entire agreement between Weald Computer Systems and the Client with regard to the provision of the Individual or Individuals to provide the Services and shall be governed by the Laws of England.
- b. The rights of the Client hereunder shall not be assigned without the prior consent of Weald Computer Systems who shall be obliged to give any reason for withholding such consent.
- c. In this agreement the term "The Client" means, its direct and indirect subsidiaries, its intermediate and ultimate holding companies and the direct and indirect subsidiaries of such holding companies worldwide.
- d. If the Client shall at any time during this agreement engage, employ or utilise the services of or introduce to another employer, either temporarily or permanently, directly or indirectly any person, including but not limited to the individual, supplied under this agreement then the Client shall pay to Weald Computer Systems the sum equivalent to six months of their SLA contracted agreement figure.
- e. The Client acknowledges and accepts that Weald Computer Systems may propose a replacement to perform the services in substitution for the named Individuals but that any such substitute shall only be accepted if approved by the Client and Weald Computer Systems.

2. DURATION

- a. The date of commencement of the provision of the individual and the duration of the same are as set out in the Schedule.
- b. The duration of the initial contract will be a 12 month period and may be extended by agreement in writing between the parties and these terms and conditions shall unless excluded in writing be deemed to apply to such an extended contract.

3. EXCLUSIONS

- a) Whilst every effort is made by Weald Computer Systems to give satisfaction to the Client by ensuring reasonable standards of skill, integrity and reliability from its employees or sub-contractors no liability will be accepted by Weald Computer Systems for any loss (including consequential or economic loss), expense damage or delay arising from the act of omission , negligence or otherwise, of Weald Computer Systems or its employees or sub- contractors other than liability for death or personal injury caused by negligence, liability for which he is not excluded and is cover through London Borough of Brent.
- b) The Client may not enter into direct negotiations with Weald Computer Systems Individual staff with regards to charges, income, contract duration or termination or any other matter relating to this agreement save as is expressly allowed for within this agreement.

4. STANDARDS AND SUPERVISION

- a) The Client undertakes to liaise with and give guidance to the Individual sufficiently to ensure The Client's satisfaction but if the services of the Individual can be shown to be unsatisfactory during the term of this agreement the Client may request, in writing, the removal of the unsatisfactory Individual. The Client will be liable to pay for the full number of working days completed by the unsatisfactory Individual up to the date of the said request.
- b) In the event of the Client making a request pursuant to Clause 4.a) Weald Computer Systems has the right to provide a replacement acceptable to the Client with suitable experience and competence

unsatisfactory working of the original Individual, the Client may at his discretion terminate this agreement forthwith.

- c) The Client agrees to comply with all applicable statutes, by laws and legal requirements to which The Client is subject in respect of personnel supplied by Weald Computer Systems, including the individual, except in respect of tax and insurance contributions.
- d) Weald Computer Systems will procure that in the provision of the Services The Individual will apply with all applicable laws, rules and regulations specified by The Client (including rules and regulation in respect of any statutory obligations, data protection, health and safety and security).

5. REMITTANCE & BILLING

- a) The Client agrees to pay the charges set out in the Schedule by direct debit to Weald Computer Systems. The said charges are payable by The Client within 28 days of the date of the said invoice. Interest shall be payable on overdue accounts at the rate of £50 from day to day from the due date for payment and every 14 days until receipt by for the Full amount, whether before or after judgement. In addition, The Client shall reimburse Weald Computer Systems for any expenses reasonably incurred by Weald Computer Systems in the collection of such overdue payments.
- b) The Client agrees to accept a weekly timesheet (or where applicable project reports) signed by the Clients representative as proof of satisfactory work for the hours set out in the time sheet.
- c) Any Excess Standard Service Week fee shall apply in respect of hours worked by the Individual outside the SLA and which The Client and the Individual have mutually agreed. Expenses incurred by the Individual, which have been authorized in advance by The Client and which are supported by valid receipts shall also be charged. All charges are subject to the addition of such taxes and duties as may from time to time be imposed by local national governments.
- d) There shall be no offset against amounts due to the Weald Computer Systems under this Agreement on account of any other engagement.

6. CANCELLATION OF BOOKED VISITS

- a) The client is required to give Weald Computer Systems at least 48 hours notice for cancellation of any booked SLA visits. Failure to do this will result in a visit being lost.

7. TERMINATION

- a) Any notice required to be given hereunder shall be sent by pre-paid registered or recorded delivery post sent to the party to whom it is addressed at their last known address or place of business and shall be deemed to be served on the day following or if that day be a Sunday the second day following that upon which it shall be shown to have been posted.
- b) The agreement may be suspended if Weald Computer Systems are unable to commence, continue or completely perform its obligations hereunder by reason of force majeure including, without limitation, fire, flood, aircraft damage, explosion, electrical failure, strikes, lock-outs, riots, civil commotion or state of national emergency, British Government action or any cause whatsoever (whether or not of similar nature to the foregoing which is not within its control provided that notice is promptly given to The Client claiming suspension and stating the event relied upon. If suspension is claimed by Weald Computer Systems. The Client will not be liable for standard charges set out in the Schedule for the period of any such suspension except in the specific cases of strikes, lock-outs, or non-payment of invoices, where the standard hours as set out in the Schedule will be assumed to have been worked and will be invoiced for accordingly.
- c) This agreement shall be renewable at the end of the current term for a successive 12 months term unless either party gives written notice of its intention not to renew 90 days before expiration of the current term (unless otherwise varied by the special terms & conditions).
- d) Termination of this agreement under any of the provisions hereof shall be without prejudice to the rights of the parties hereto, arising prior or as a result of, such termination.
- f) Notwithstanding anything herein contained Weald Computer Systems shall be entitled to terminate this agreement by notice in writing to The Client if The Client shall commit or allow to be committed any breach of any terms of this agreement and shall fail to remedy any such breach within seven day's notice by Weald Computer Systems to The Client requiring remedy of the same. Any charges

falling due and payable to Weald Computer Systems at the date of the termination shall be paid forthwith.

- g) If any action, application or proceeding is taken in respect of The Client for
- (i) A voluntary arrangement or composition or reconstruction of its debts;
 - (ii) The presentation of an administration petition
 - (iii) Its winding-up or dissolution
 - (iv) The appointment of a liquidator, trustee, receiver, administrative receiver or similar officer or
 - (v) Any similar action, application or proceeding in any jurisdiction to which it is subject or it is unable to pay its debts, Weald Computer Systems may without prejudice to any of its other rights by notice in writing to The Client, forthwith determine this agreement.

8. PRIVACY STATEMENT

- a) The term “Confidential Information” shall mean any information in any form emanating, directly or indirectly, from The Client or any other member of The Clients group and shall include any complication of the otherwise public information in a form not publicly known.
- b) It is understood that the term “Confidential Information” does not include (i) Information which is publicly known at the time of disclosure; (ii) Information which, after disclosure by The Client becomes publicly known other than through a breach of contract; (iii) information which Weald Computer Systems can show was known to it prior to its disclosure by The Client; (iv) information which Weald Computer Systems can show was developed independently by members of its own staff who were not aware of the content of the information disclosed to Weald Computer Systems; (v) information which Weald Computer Systems can show was made available to it by a third party who had a right to do so and who was not imposed on Weald Computer Systems any obligation of confidentiality.
- c) Copyright and other industrial and intellectual property rights in all work (including all work of a preparatory nature) developed or created from such work performed by “The Individual” for “The Client” shall belong to “The Client”.
- d) hereby acknowledges that The Client has a proprietary interest in maintaining the confidentiality of the information and undertakes that both during and after termination of the agreement, it will not disclose the confidential information or use that information for any purpose.
- e) Weald Computer Systems hereby acknowledges that any papers, documents, drawings, other printed or written patten, samples, computer software or equipment supplied to it by or on behalf of The Client and any such items prepared by or on behalf of Weald Computer Systems of the Individual in connection with the performance of Weald Computer Systems’s obligations under this agreement are and will be the sole and exclusive property of The Client. Weald Computer Systems undertakes to return all such items to The Client on completion of the work or such earlier date as The Client may specify together with any copies thereof, which may then be in its possession.

9. ADVISORY

- a) The Client is aware and accepts that Weald Computer Systems is entitled to seek, apply for and accept contracts to supply services to other parties during the currency of this agreement, provided that it does not compromise Weald Computer Systems’s ability to deliver the Services or is otherwise in breach of its agreement with Weald Computer Systems.

10. Data Protection

- a) Each party warrants and represents that it has made, and undertakes that at all times during the term of this Agreement it will maintain, any notification and registration required under the Data Protection Act 2018 (DPA) that relate to the performance of its obligations under this Agreement.
- b) Each party undertakes that in the performance of this Agreement it will comply with the DPA, and in particular the Data Protection Principles set out in the DPA, and with any guidance issued from time to time by the Information Commissioner.