

GOODCHOICE IT TERMS & CONDITIONS OF TRADE AND SUPPORT AGREEMENT

1. CONDITIONS ON SALES OF GOODS

1. These Conditions shall form the basis of the contract between GoodChoice IT Ltd. and the Customer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.
2. All orders for Goods shall be deemed to be an offer by the Customer to purchase Goods from GoodChoice IT Ltd. pursuant to these Conditions.
3. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.
4. These Conditions may not be varied except by the written agreement of a director of GoodChoice IT Ltd.
5. These Conditions represent the whole of the agreement between GoodChoice IT Ltd. and the Customer. They supersede any other conditions previously issued.

2. PRICE

1. The Price shall be the price quoted on GoodChoice IT Ltd.'s confirmation of order. The Price is exclusive of VAT, which shall be due at the rate in force on the date of GoodChoice IT Ltd.'s invoice.

3. PAYMENT & INTEREST

1. Payment of the Price and VAT shall be due within 30 days of the date of GoodChoice IT Ltd.'s invoice unless otherwise specified in the contract.
2. Interest on overdue invoices shall accrue from the date when payment becomes due, calculated on a daily basis until the date of payment at the rate of [8%] per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
3. The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by GoodChoice IT Ltd.

4. GOODS

1. The quantity and description of the Goods shall be as set out in GoodChoice IT Ltd.'s quotation or confirmation of order.

5. WARRANTIES

1. GoodChoice IT Ltd. warrants that the Goods will at the time of delivery correspond to the description given by GoodChoice IT Ltd. in the confirmation of order. [Except where the Customer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods are excluded].
2. *[Please note that many products are supplied with a manufacturers customer warranty – not forming any part of this contract]*
3. GoodChoice IT Ltd. shall not be liable in any manner whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential loss or damage or injury of any nature including, by way of example only but not by way of limitation, indirect loss, pure economic loss, loss of use, production, profit or contracts however caused which may arise out of or in connection with the supply of goods to or the execution of any work for the customer.
4. GoodChoice IT Ltd.'s liability under these conditions shall be limited to the price of goods and services referred to in the customer's order.

6. DELIVERY OF THE GOODS

1. Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods on the day notified by GoodChoice IT Ltd. for delivery.
2. GoodChoice IT Ltd. undertakes to use its reasonable endeavours to despatch the Goods on an agreed delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract.
3. GoodChoice IT Ltd. shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods. If short delivery does take place, the Customer undertakes not to reject the Goods but to accept the Goods delivered as part performance of the contract.
4. If the Customer fails to take delivery of the Goods on the agreed delivery date or, if no specific delivery date has been agreed, when the Goods are ready for despatch, GoodChoice IT Ltd. shall be entitled to store and insure the Goods and to charge the Customer the reasonable costs of so doing.

7. ACCEPTANCE OF THE GOODS

1. The Customer shall be deemed to have accepted the Goods [24 hours] after delivery to the Customer.
2. The Customer shall carry out a thorough inspection of the Goods within [24 hours] of delivery and shall give written notification to GoodChoice IT Ltd. within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.
3. Where the Customer has accepted, or has been deemed to have accepted the Goods, the Customer shall not be entitled to reject Goods which are not in accordance with the contract.
4. Licences and shrink wrapped software cannot be rejected once it is installed or the plastic wrap damaged or removed.

8. TITLE & RISK

1. Risk shall pass on delivery of the Goods to the Customer's address.
2. Notwithstanding the earlier passing of risk, title in the Goods shall remain with GoodChoice IT Ltd. and shall not pass to the Customer until the amount due under the invoice for them (including interest and costs) has been paid in full.
3. Until title passes, the Customer shall hold the Goods as bailee for GoodChoice IT Ltd. and shall store or mark them so that they can at all times be identified as the property of GoodChoice IT Ltd.
4. GoodChoice IT Ltd. may at any time before title passes and without any liability to the Customer:
 1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use, sell or otherwise deal in them; and
 2. For that purpose (or determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
5. GoodChoice IT Ltd. may maintain an action for the price of any Goods, notwithstanding that title in them has not passed to the Customer.

9. CARRIAGE OF GOODS

1. GoodChoice IT Ltd. can pass on any carriage costs to the customer should these be necessary for fulfilment of the contract.

10. SUPPORT AGREEMENT TERMS

1. The below will only apply to customers undertaking a monthly payment for services; otherwise an hourly charge will apply.

2. The items serviced are defined at the end of this document.

The contract will start from the date initial payment is received by GoodChoice IT and continue until terminated by either party giving 90 days' notice.

11. EMERGENCY SITUATIONS

1. In the event of a fire, flood, natural disaster, war, riot, terrorist attack, Act of God, other major public disorder or similar incident we will make best endeavours to respond and the above response times will cease to apply – we will inform you as soon as we can, should this be the case and once normal operations resume.

12. LIABILITY

Customer responsibilities

a. Failure to MEET SYSTEM REQUIREMENTS

1. All computer systems covered by this agreement must conform to the following or are exempt from this agreement.
 1. All software must be legally licensed – It is the responsibility of the customer to ensure this. We cannot provide installation or support for software not meeting this requirement.

1. All systems, software and hardware must be under four years old.

- All 3rd party software should be covered by a manufacturers support agreement where available. In the event that the manufacturer is unable to provide support, additional charges may be levied in order to fulfil this agreement.

b. Failure to take action by the customer

1. Should GoodChoice IT Ltd make recommendations to the customer with respect to hardware or software required to fulfil this contract, it is the customer's responsibility to follow up on these actions – should they fail in this requirement then the response times become void – in addition, any remedial work required will result in hourly charges outside the scope of the agreement.

c. Failure to secure data

1. It is the customer's responsibility to ensure all data is secure and backed up – While we provide advice we do NOT indemnify the customer against any loss or any consequential loss due to loss of data.

d. Indemnification

1. GoodChoice IT are not responsible for any consequential losses due to loss of data, failure of a computer system (excluding death or personal injury where GoodChoice IT are deemed to be at fault).

13. CONFIDENTIALITY

1. GoodChoice IT hereby agrees that during the course of their appointment under this Agreement he or she is likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of the Company and those of the Company's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Contractor hereby undertakes to and covenants with the Company that:
 1. he or she shall not at any time after the Termination Date use or procure the use of the name of the Company in connection with his or her own or any other name in any way calculated to suggest that he or she continues to be connected with the business of the Company or in any way hold himself or herself out as having such connection;
 2. he or she shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Contractor Services; and
- he or she shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Company whose province it is to know the same any Confidential Information and he or she shall use his or her best endeavors to prevent the publication or disclosure of any Confidential Information by any other person.
1. The restrictions set out in Clause 14a shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of GoodChoice IT

14. TERMINATION OF SUPPORT AGREEMENT

1. During the first 90 days contract can be terminated at any time in writing. After this, unless notified otherwise, will continue with a rolling 12 month agreement.

Termination of the agreement should be given in writing with 90 days' notice by either party.

2. Services will cease to be provided if any of the following occur:
 1. Payment is not received for a 60 day period
 2. Either Customer or Supplier ceases to trade
- Threatening behaviour or other illegal acts by the customer
1. Risk of death, illness or injury to the staff of GoodChoice IT Ltd.
1. In the event of (15 b) occurring, the customer is still responsible for payments until the contract is terminated.

15. INVALIDITY

1. If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

16. LAW AND JURISDICTION

1. This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

17. DEFINITIONS

Customer

1. the person who buys or agrees to buy the goods or services from GoodChoice IT Ltd.
2. **Conditions**
the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by a director of GoodChoice IT Ltd.
3. **Goods**
the articles which the Customer agrees to buy from GoodChoice IT Ltd.
4. **Price**
the price for the Goods, excluding VAT and any carriage, packaging and insurance costs.
5. **GoodChoice IT Ltd.** means *GoodChoice IT Ltd*
6. **Delivery**
Items are on the customer's site or provided to them via an electronic means in the case of software.