



SelfCare, ReturnCare, ValueCare, ValueCare+ and EduCare

Terms and Conditions

IMPORTANT NOTES:

- (A) Please read these terms and conditions and ensure that you have understood them in full prior to making your purchase. Placing any order for the services listed above shall be taken as confirmation from you that you have read, understood and agree to be bound by these terms and conditions.

1. APPLICATION

- 1.1 These Conditions shall supersede all terms and conditions of the Customer.

- 1.2 RM shall not be considered to have accepted any order until it has confirmed any order in writing. In particular but without limitation to the generality of the foregoing, the generation of any automatic e-mail responses shall not constitute such acceptance.

2. DEFINITIONS

The following expressions shall bear the meanings set out below:

“**Agreement**” any agreement formed between the Customer and RM for RM to provide a Service to the Customer, which agreement shall be subject to the Conditions;

“**Conditions**” these terms and conditions;

“**Customer**” any purchaser of any Service;

“**Registered Office**” New Mill House, 183 Milton Park, Abingdon, Oxon, OX14 4SE or such other place as RM may from time to time specify as its registered office;

“**RM**” RM Education plc, a company incorporated in England and Wales and whose registered office is situated at the Registered Office;

“**Scheduled Equipment**” has the meaning given to it in Clause 10.2 (below);

“**Service**” the service which has been agreed between the Customer and RM that RM will provide to the Customer pursuant to an Agreement;

“**Service Software**” any software provided to the Customer by RM in the course of performing any Service;

“**Virus**” any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data;

“**Working Day**” any day on which banks are generally open for the transacting of normal banking business in England and Wales and shall exclude all weekends, public bank holidays and also RM’s shutdown period between Christmas and New Year; and

“**Working Hour**” an hour that occurs within the period between 9am and 5pm on a Working Day.

3. DURATION

- 3.1 An Agreement shall commence on the date of acceptance by RM (in accordance with Clauses 1.2) and shall continue, unless terminated in accordance with its terms, for such period(s) as agreed. No refunds shall be payable if the Customer seeks to terminate any Agreement within any agreed minimum term (including any renewal thereof) unless RM agrees (in its absolute discretion) to make such refund.

- 3.2 Outside of any minimum term (or any subsequent period) specified, any Agreement shall be capable of termination by either party giving one month’s written notice.

4. SELF CARE

- 4.1 This Service consists solely of a parts only exchange and repair service for the Scheduled Equipment and is available only for PC and Notebook computer equipment. In particular, it shall not be available in respect of servers.

- 4.2 The Customer shall have the responsibility for fitting all parts provided by RM as part of this Service and RM shall be under no duty or obligation to attend and/or fit parts at the Customer’s premises. RM reserves the right to refuse to provide parts where there has been an excessive number of requests for part exchanges by the Customer.

- 4.3 On-Site Engineering time can be purchased on an ad-hoc basis to assist the customer with fitting parts on a chargeable basis at such rates as are agreed between RM and the Customer.

- 4.4 SelfCare does not include any service or assistance to restore data or configuration onto the repaired Scheduled Equipment. All software and operating system restoration remains the responsibility of the customer.

- 4.5 At RM’s sole discretion, the Scheduled Equipment may be returned to RM’s premises for diagnosis/servicing. However, there is no obligation on RM to provide a return to base option to the Customer at any time as a part of this Service.

- 4.6 Certain parts are excluded from Desktop PC and RM One SelfCare contracts; if the logged fault is related to an excluded part the Customer will be asked to return the faulty Scheduled Equipment to RM’s Service Centre for repair. *Excluded* parts are: Power supply (power supply is included on desktop PCs), mainboard, RM One power button / USB fascia module, RM One v1.0 LCD screen & power modules.

- 4.7 Only certain parts are included in Notebook SelfCare contracts; if the logged fault is related to an excluded part the Customer will be asked to return the faulty Scheduled Equipment to RM’s Service Centre for repair. *Included* parts are hard drive, CPU, fan, keyboard, optical drive, memory and wireless LAN modules, with the exception of memory and wireless LAN modules on RM Thin & Light Notebook models. Any parts not listed in the *Included* parts list above will be considered to be excluded parts for the purposes of this Condition.

- 4.8 SelfCare does not include accidental damage to components. Components are examined when returned to RM and any accidental damage to be determined and assessed by RM will be charged to the Customer.

- 4.9 Suitable precautions must be taken when handling and fitting electronic components; this includes wearing an anti-static wristband and using an appropriate anti-static mat. RM will not be responsible if damage occurs through lack of precautionary measures.

- 4.10 Cracked or split Notebook screens will be assessed by the RM Accredited Engineer, and if the damage is found to be caused by anything other than a faulty or defective screen, then all repair work will become chargeable at the RM Accredited Engineer’s standard rates.

5. VALUE CARE

- 5.1 ValueCare is an on-site service. An RM Accredited Engineer will attend the Customer’s site to attempt to repair the Scheduled Equipment. The RM Accredited Engineer will be equipped with tools and parts to attempt the repair. On occasions it may be necessary to ship parts or tools directly to the Customer’s site.

- 5.2 ValueCare is not a guaranteed service. A level of diagnostic assistance will be required from the Customer to establish a correct diagnosis of the fault. In some cases further diagnostics may be required that may preclude a next-day repair.

- 5.3 ValueCare does not include any service or assistance to restore data or configuration. The RM Accredited Engineer will perform a hardware repair only. If the hardware repair compromises the integrity of the data stored on, or configuration of, the Scheduled Equipment then the Scheduled Equipment will remain without an operating system. Data and system configuration restoration remains the responsibility of the Customer.



- 5.4 In the event that data or configuration restoration is required on the Scheduled Equipment, additional engineering time can be purchased on an ad-hoc and chargeable basis.
- 5.5 Certain parts may be deemed as Customer repairable. If required, requests for a parts-only service will be honoured at RM's sole discretion. If RM chooses to do so parts may be sent directly to the Customer's site for the Customer to attempt repair.
- 5.6 ValueCare does not include accidental damage to components. Accidental damage will be assessed and determined by an RM Accredited Engineer; accidental damage is not covered by the ValueCare contract and will result in the call and any required parts being chargeable.
- 5.7 It is important that you clean your Server tape drive regularly. If a tape drive is reported as faulty, and it is found that the fault is related to your failure to clean the Server tape drives in accordance with RM's best practise for cleaning tape drives which can be found in TEC620736 on the RM website, the call will become chargeable.
- 5.8 The Scheduled equipment must be ready for repair when the RM Accredited Engineer arrives onsite. For ValueCare calls, the RM Accredited Engineer will wait a maximum of ten (10) minutes before leaving site. If this occurs, the hardware call will be closed and the Customer will then have to re-log their support call. If the Customer's site is closed when the RM Accredited Engineer arrives, this will also result in the hardware call being closed, and the Customer having to re-log the support call. If the RM Accredited Engineer attends site and is unable to complete a ValueCare service call because the Customer or equipment is not available, RM can seek to charge the Customer the fixed amount of £150 per call-out.
- 5.9 The ValueCare Service is available for PCs, Notebooks and servers.

6 RETURN CARE

- 6.1 ReturnCare is a return to base warranty service and does not include any on-site Services.
- 6.2 ReturnCare is a hardware repair only warranty and does not include any data backup or restoration tasks. Data integrity remains the responsibility of the Customer at all times and data backups should be made prior to the fault occurring or prior to the collection of the Scheduled Equipment by the RM courier. Requests for data salvage cannot be honoured after the Scheduled Equipment has been collected by the RM courier. Many RM service-centre diagnostics tasks are data destructive; if data integrity is compromised during the repair, the Scheduled Equipment will be returned with a base operating system and options as installed when the Scheduled Equipment was new.
- 6.3 Packaging for return of the Scheduled Equipment will be sent to the Customer one Working Day on a reasonable endeavours basis after the call is logged, if logged before the cut off time of (12) midday. Two Working Days later on a reasonable endeavours basis, the RM Courier will come to collect the Scheduled Equipment for return to the RM Service Centre.
- 6.4 The ReturnCare service does not guarantee turnaround timescales; Average time between collection and return of the Scheduled Equipment is ten working days, however part shortages or ongoing faults may cause this turnaround time to be extended. RM will notify the Customer of any delays upon request.
- 6.5 Certain parts may be deemed as Customer repairable. If required, requests for a parts-only Service will be honoured at RM's sole discretion; if RM chooses to do so parts may be sent directly to the Customer's site for the Customer to attempt repair.
- 6.6 ReturnCare does not include accidental damage to components. Faults will be examined by an RM Accredited Engineer; accidental damage is not covered by the ReturnCare contract and will result in the call being chargeable.
- 6.7 Cracked or split Notebook screens will be assessed by the RM Accredited Engineer, and if the damage is found to be caused by anything other than a faulty or defective screen, then all repair work will become chargeable at the RM Accredited Engineer's standard rates.
- 6.8 ReturnCare is available for Notebook computers only.

7 VALUECARE+

- 7.1 ValueCare+ is an on-site service. An RM Accredited Engineer will attend the Customer's site to attempt to repair the Scheduled Equipment. The RM Accredited Engineer will be equipped with tools and parts to attempt the repair. On occasions it may be necessary to ship parts or tools directly to the Customer's site.
- 7.2 ValueCare+ is not a guaranteed service. A level of diagnostic assistance will be required from the Customer to establish a correct diagnosis of the fault. In some cases further diagnostics may be required that may preclude a next-day repair.
- 7.3 ValueCare+ includes the re-installation of the server's operating system to prepare for data recovery. After the successful installation of the Operating System, the RM

Engineer will run basic diagnostics to confirm a successful hardware repair, and ensure the backup device is in an appropriate condition for data restoration. The service does not include the restoration of any data or system configuration recovery. Data and system configuration recovery, including the installation of recovery software, remains the sole responsibility of the Customer. Data Recovery services can be purchased on an Ad-Hoc basis, please see EduCare Pay-As-You-Go in Section 8.

- 7.4 Certain parts may be deemed as Customer repairable. If required, requests for a parts-only service will be honoured at RM's sole discretion; If RM chooses to do so parts may be sent directly to the Customer's site for the Customer to attempt repair.
- 7.5 ValueCare+ does not include accidental damage to components. Faults will be examined by an RM Accredited Engineer; accidental damage is not covered by the ValueCare contract and will result in the call and any required parts being chargeable.
- 7.6 It is important that you clean your Server tape drive regularly. If a tape drive is reported as faulty, and it is found that the fault is related to your failure to clean the Server tape drives in accordance with RM's best practise for cleaning tape drives which can be found in TEC620736 on the RM website, the call will become chargeable.
- 7.7 The Scheduled equipment must be ready for repair when the RM Accredited Engineer arrives onsite. For Server ValueCare calls, the RM Accredited Engineer will wait a maximum of ten (10) minutes before leaving site. If this occurs, the hardware call will be closed and the Customer will then have to re-log their support call. If the Customer's site is closed when the RM Accredited Engineer arrives, this will also result in the hardware call being closed, and the Customer having to re-log the support call. If the RM Accredited Engineer attends site and is unable to complete a ValueCare+ service call because the Customer or equipment is not available, RM can seek to charge the Customer the fixed amount of £150 per call-out.
- 7.8 The RM Accredited Engineer may require Network downtime. In cases where Network downtime is required, the RM Accredited Engineer will wait a maximum of ten (10) minutes for the Network to be shutdown and the Server to become available, before leaving site. If this occurs, the hardware call will be closed and the Customer will then have to re-log their support call. If the Customer's site is closed when the RM Accredited Engineer arrives, this will also result in the hardware call being closed, and the Customer having to re-log the support call. If the RM Accredited Engineer attends site and is unable to complete a ValueCare+ service call because the Customer or equipment is not available, RM can seek to charge the Customer the fixed amount of £150 per call-out.
- 7.9 ValueCare+ is only available on RM Servers.

8. EDUCARE

- 8.1 EduCare is an on-site service. An RM Accredited Engineer will attend the customer's site to attempt to repair the Scheduled Equipment. The RM Accredited Engineer will be equipped with tools and parts to attempt the repair. On occasions it may be necessary to ship parts or tools directly to the Customer's site.
 - 8.2 EduCare is not a guaranteed service. A level of diagnostic assistance will be required from the Customer to establish a correct diagnosis of the fault. In some cases further diagnostics may be required that may preclude a next-day repair.
- 8.3 **EduCare for Workstations:** In the event of workstation hard drive failure, the EduCare service includes the rebuilding of a CC3 workstation onto a CC3 Network using the standard CC3 workstation SmartBuild process. It is the Customer's responsibility to supply workstation rebuild disks or keys and any information required to complete the rebuild. EduCare does not include:
 - 8.3.1 The rebuilding of workstation onto any other type of network, either third party or generic Microsoft Network.
 - 8.3.2 The restoration of any user data onto workstations, other than data that may be restored as part of the CC3 workstation SmartBuild process.
- 8.4 Cracked or split Notebook screens will be assessed by the RM Accredited Engineer, and if the damage is found to be caused by anything other than a faulty or defective screen, then all repair work will become chargeable at the RM Accredited Engineer's standard rates.
- 8.5 **EduCare for Servers:** In the event of a hard drive failure, for RM CC3 and RM Connect 2x platforms, EduCare includes the re-installation of the Scheduled Equipment's operating system and the restoration of user data from the last known good backup media, or media set. In addition:
 - 8.5.1 EduCare does not include system configuration or data restoration services for non-RM platforms including but not limited to Linux systems, generic Microsoft Networks or other third party platforms.



- 8.5.2. RM is not responsible for data integrity; data integrity remains the Customers responsibility. If backup media is unavailable or media is inaccessible due to data corruption or incomplete backup sets, then data restoration may not be possible and the Customer will be responsible for any and all consequences.
- 8.5.3. It is the Customers responsibility to ensure that all required data is included in the normal backup jobs to ensure a successful restoration of the server to an operating state in the event of a hard drive failure.
- 8.5.4. It is the Customers responsibility to ensure that backup media is stored in a appropriate manner to ensure data integrity. E.g. to not expose backup media to magnetic radiation.
- 8.5.5. If re-commissioning work is required to restore operability then the Customer will be responsible for all costs, including but not limited to: off-site rebuild costs, on-site re-commissioning costs, project coordination costs, shipping costs, ongoing support costs.
- 8.5.6. It is the Customers responsibility to supply all information required to enable a successful server recovery including but not limited to: partition sizes, IP configuration, usernames and passwords, restoration software serial keys or installation media,
- 8.6. Certain parts may be deemed as Customer repairable. If required, requests for a parts-only service will honoured at RM's sole discretion; if RM chooses to do so, parts may be sent directly to the Customer's site for the Customer to attempt repair.
- 8.7. EduCare includes cover for limited accidental damage to components to a total value of £30 in any twelve (12) month period. Faults will be assessed and determined by the Engineer; any damage above the allowance will be charged to the Customer. Only one (1) claim (up to a maximum of £30.00) per piece of Scheduled Equipment is permitted by RM in any twelve (12) month period. Items included are keyboards, mice, case-fascia and CD/DVD ROM drives.
- 8.8. EduCare is available for PCs, Notebooks and Servers.
- 8.9. **EduCare Pay-As-You-Go (PAYG) for Servers** is an optional data restoration service available for ValueCare+ Server contract holders only, charged at £450 per half day.
- 8.10. If a customer purchases the EduCare PAYG service, the RM Engineer will undertake the additional tasks required to restore system configuration and data to the Scheduled Equipment
- 8.11. RM Call Control will estimate the number of half day units required to complete the data restoration. Additional hours may be required. The Customer will be required to pay for half days used, whether they are within the estimation or not. The service is time-bound and does not imply an unlimited time onsite, e.g. if the Customer's backup media is damaged and unusable. .
- 8.12. If the Customer wishes to use the EduCare PAYG service, RM should be notified when the Service Call is logged with RM Support. In the event that retrospective data restoration services are required, an additional chargeable EduCare PAYG visit will be scheduled subject to the Customer's entitlement level.
- 8.13. EduCare PAYG half day units can only be used for the Service Call they were purchased for and cannot be transferred to other Service Calls or Customers.
- 8.14. EduCare PAYG services can only be used for data recovery tasks and cannot be used for any other tasks.
- 8.15. EduCare PAYG does not include any subsequent site visits in the event of ongoing issues. If issues other than the issue initially logged by the Customer are discovered which require further data restoration tasks, additional chargeable EduCare PAYG visits can be scheduled according to the Customer's Entitlement level.
- 8.16. In the event of a hard drive failure on RM CC3 and RM Connect 2.x platforms, EduCare PAYG includes the re-installation of the Scheduled Equipment's operating system and the restoration of user data from the last known good backup media, or media set. In addition:
 - 8.16.1. EduCare PAYG does not include system configuration or data restoration services for non-RM platforms including but not limited to Linux systems, generic Microsoft Networks or other third party platforms.
 - 8.16.2. RM is not responsible for data integrity; data integrity remains the Customers responsibility. If backup media is unavailable or media is inaccessible due to data corruption or incomplete backup sets, then data restoration may not be possible and the Customer will be responsible for any and all consequences.
 - 8.16.3. It is the Customers responsibility to ensure that all required data is included in the normal backup jobs to ensure a successful restoration of the server to an operating state in the event of a hard drive failure.

- 8.16.4. It is the Customers responsibility to ensure that backup media is stored in a appropriate manner to ensure data integrity. E.g. to not expose backup media to magnetic radiation.
- 8.16.5. If re-commissioning work is required to restore operability then the Customer will be responsible for all costs, including but not limited to: off-site rebuild costs, on-site re-commissioning costs, project coordination costs, shipping costs, ongoing support costs.
- 8.16.6. It is the Customers responsibility to supply all information required to enable a successful server recovery including but not limited to: partition sizes, IP configuration, usernames and passwords, restoration software serial keys or installation media,
- 8.17. EduCare PAYG does not include cover for accidental user damage. Cover for accidental user damage is available for full EduCare customers only.
- 8.18. EduCare PAYG is available on Servers as a reactive service for ValueCare+ Customers only.

9. NOTIFICATION OF FAULTS

- 9.1. The Customer shall be able to contact RM to report a hardware fault by the following methods and at the following times:
 - 9.1.1 over the Internet 24 hours a day, 7 days a week; and
 - 9.1.2 by telephone between 9am and 5pm on Working Days.
- 9.2. In all cases where the Customer notifies RM of a hardware fault they will receive a reference number that shall record the time and date the fault was reported by the Customer to RM.
- 9.3. The Customer must provide the following information when reporting a fault:
 - 9.3.1 a full description of the fault and related symptoms;
 - 9.3.2 site history prior to fault occurring;
 - 9.3.3 all actions previously taken to try to rectify the fault;
 - 9.3.4 the serial numbers for the affected Scheduled Equipment; and
 - 9.3.5 such other relevant information as RM may request at the time the fault is reported.
- 9.4. The Customer will be required to perform diagnostic tests as specified by RM Support to confirm the fault and enable accurate part screening.

10. RESPONSE TIMES

- 10.1 Time shall not be of the essence for the purposes of the performance of RM's obligations under any Agreement and, while RM will use its reasonable endeavours to meet the response times set out in this Clause 9, it shall not be liable where it fails to meet such times.
- 10.2 Where the Customer reports a hardware fault to RM before the relevant Reporting Time set out below in relation to each Service, RM will use reasonable endeavours to provide the Response set out below:

<u>Service</u>	<u>Reporting Time</u>	<u>Response</u>
SelfCare	Midday	Despatch the relevant part(s) to the Customer within two (2) days.
ReturnCare	Midday	RM will send packaging out the next Working Day, and two (2) working days after the call is logged, the RM Courier will collect the Scheduled Equipment on a reasonable endeavours basis.
ValueCare	Midday	RM Accredited Engineer to arrive at the Customer's premises before 5pm on the next Working Day on a reasonable endeavours basis.
ValueCare+	4pm	RM Accredited Engineer to arrive at the Customer's premises before 5pm on the next Working Day on a



reasonable endeavours basis.

EduCare	4pm	RM Accredited Engineer to arrive at the Customer's premises before 5pm on the next Working Day, within a specified two-hour window on a reasonable endeavours basis.
EduCare (with 8 hour upgrade)*	n/a	Arrange for an accredited engineer to arrive at the Customer's premises within eight (8) Working Hours on a reasonable endeavours basis.
EduCare (with 4 hour upgrade)*	n/a	Arrange for an accredited engineer to arrive at the Customer's premises within four (4) Working Hours on a reasonable endeavours basis.

* Please see Clause 10.5 for eligibility for these Services upgrades.

- 10.3 Where the Customer reports a hardware fault after the reporting time on a Working Day, the Customer shall be deemed to have reported the fault before the reporting time on the next following Working Day.
- 10.4 Where it is necessary for RM to send engineers or other personnel to the Customer's premises in order to deliver a particular Service, RM will use reasonable endeavours to estimate and inform the Customer of a 2-hour time window during which such persons are anticipated by RM to arrive at the Customer's premises.
- 10.5 Customers shall only be eligible for the 4-hour or 8-hour upgrades to the EduCare Service where the Customer's premises are within a 2.5 hour or 4 hour driving radius (respectively) of the Registered Office. Shortened response times are by bespoke request only.
- 10.6 In the event that parts are not available to attempt a repair, RM will notify the Customer of the expected delay and lead times. Where parts are not available, RM will not be held responsible for failing to meet the standard response times.

11 EXCLUSIONS FROM SERVICE

- 11.1 Each Service will only provide the levels of cover specifically set out or referred to in these Conditions.
- 11.2 Only equipment that is recorded in the contract entitlement area of RM's electronic records system (the "Scheduled Equipment") shall be included in the Agreement between RM and the Customer. Any equipment of the Customer that is not Scheduled Equipment shall not be equipment to which the applicable Service applies.
- 11.3 Only normal wear and tear is covered by each Service. Specifically, unless otherwise agreed in writing, an Agreement shall not include any work required:
 - 11.3.1 to repair faults caused by accident, neglect, alterations, improper use or misuse of the Scheduled Equipment;
 - 11.3.2 to repair faults caused by the Customer failing to operate the Scheduled Equipment in accordance with the manufacturer's instructions;
 - 11.3.3 to repair faults to accessories to Scheduled Equipment;
 - 11.3.4 to repair faults to consumable items that are specified by the manufacturer as requiring replacement at set intervals of time. This includes but is not limited to printer ribbons, ink cartridges, laser printer drums, printer heads, monitors and batteries (note: batteries for Notebooks have 6 months replacement cover from time of despatch)
 - 11.3.5 as a result of damage caused by natural or man made environmental elements (other than where caused by RM);
- 11.4 Unless otherwise specified in writing by RM, none of the Services include:
 - 11.4.1 any hardware restoration or data recovery services;
 - 11.4.2 RM performing any electrical work and/or maintenance that is external and/or ancillary to the Scheduled Equipment; or
 - 11.4.3 any preventative maintenance visits by RM to the Customer.
- 11.5 Where a Service is provided as an upgrade to an existing RM equipment warranty, the terms of that warranty shall continue in full force and effect, save where the terms of that warranty have been superseded by the relevant Service.

- 11.6 Even where a Customer's server is Scheduled Equipment, RM shall only be obliged to repair faults to it or its related systems if it has been operated in an environment where the ambient room temperature has not exceeded 25 degrees centigrade at any time.
- 11.7 Where items/accessories have been fitted to the Scheduled Equipment by the Customer and/or third parties, they shall not form a part of the Scheduled Equipment and will only be covered by the Service at RM's sole discretion.
- 11.8 RM shall be under no obligation or duty to carry out work under an Agreement to Scheduled Equipment that is located in an environment reasonably considered by RM to be unsafe and/or hazardous.
- 11.9 RM shall be under no obligation or duty to physically move or otherwise relocate any Scheduled Equipment by virtue of the Customer having entered into an Agreement with RM for a Service.

12. CUSTOMER OBLIGATIONS

- 12.1 Save as expressly otherwise agreed in writing, the Customer shall be responsible for the care and maintenance of all equipment not covered by the Agreement. Any damage to, or loss of, any such equipment shall be the exclusive responsibility of the Customer, save where such damage is expressly stated within these Conditions to be RM's responsibility.
- 12.2 For the avoidance of doubt the Customer is responsible for the care and maintenance in accordance with RM's instructions of any equipment on loan to it from RM.
- 12.3 The Customer shall insure any equipment on loan to it from RM to its full replacement value.
- 12.4 The Customer shall ensure that it will at no time in performing any of its obligations under any Agreement infringe any rights (including without limitation any Intellectual Property Rights) of any third party.
- 12.5 The Customer agrees that it will not introduce any Virus into any computer equipment or system or software of RM or any of the Scheduled Equipment. Unless specifically agreed otherwise in writing, the Customer shall be responsible for applying anti-virus software to protect its machines and networks. If the Customer introduces any Virus onto any of RM's systems or any of the Scheduled Equipment, RM shall be entitled to suspend the delivery of the Service to the Customer for such period as RM (in its absolute discretion) deems necessary or desirable to deal with the effects of the same.
- 12.6 The Customer agrees that it will allow RM full and free access to such premises, equipment and other facilities as required by RM to perform its obligations under any Agreement.
- 12.7 The Customer agrees that it will be responsible for the installation and maintenance of computer network cabling, including active components, telecommunications equipment or services and any charges relating thereto.
- 12.8 The Customer agrees to use its reasonable endeavours to provide RM with assistance in the diagnosis of problems, use of communications equipment, services and other suitable computer media as RM reasonably requires.
- 12.9 The Customer agrees to set up and maintain up-to-date back up copies of all software and all other data. The Customer acknowledges that under no circumstances will RM be held responsible for data loss whether caused through the use by the Customer of any Service or the provision of the Service by RM.
- 12.10 The Customer shall ensure that a member of its staff shall always be in attendance while the Service is being provided by RM to the Customer on site.
- 12.11 The Customer shall provide to RM such reasonable co-operation, information, advice and assistance as RM may reasonably require.
- 12.12 The Customer shall ensure that it has obtained all necessary consents, licences and permissions necessary to use the Service at its premises and any equipment related to the Service.
- 12.13 The Customer shall be responsible for all electrical supplies and connections at their premises that are necessary for the operation of the Service.
- 12.14 The Customer shall be responsible for maintaining the security and confidentiality of any passwords relevant to any Service Software and/or Scheduled Equipment and RM shall not be liable in any way for any loss or damage caused by an unauthorised user gaining access to any Service Software and/or Scheduled Equipment by the unauthorised use of the Customer's password(s). The Customer agrees to keep all passwords strictly confidential and to update passwords periodically in order to maintain appropriate levels of security. Additionally, the Customer shall amend any passwords issued on activation of the Service Software and /or Scheduled Equipment at the earliest possible opportunity.



12.15 The customer is responsible for providing the following information to the RM Accredited Engineer:

- 12.15.1 Username and password for a Domain Administrator account if required for testing
- 12.15.2 Username and password for Local Administrator account if required for testing
- 12.15.3 Username and password for Domain User account for testing purposes.
- 12.15.4 The Roles of the faulty Scheduled Equipment, e.g. Domain Controller, Exchange Server, Admin Server, etc.
- 12.15.5 Date and time of last known good backup set.
- 12.15.6 BackupExec serial keys, installation directory location and service credentials.
- 12.15.7 Partition sizes for all partitions on all disks within the Scheduled Equipment.
- 12.15.8 IP Address details, including Subnet Masks, DNS Servers, WINS Servers, Gateways, Domain Names and static routes.
- 12.15.9 Location of backup media and credentials (for disk-based or remote backup solutions).

13. PRICE AND PAYMENT

- 13.1 Unless otherwise stated, all payments in respect of Services provided by RM to the Customer shall become due within thirty (30) days of the date of RM's invoice. Payment shall be made in the amount and currency specified in the invoice.
- 13.2 Where the Customer fails to pay any monies on the due date then without prejudice to Clause 18 (below), RM shall be entitled to require payment in full for the Service that the Customer has agreed to purchase pursuant to these Conditions.
- 13.3 Unless agreed to the contrary by RM the price of the Service shall be inclusive of carriage and any costs of packaging (and for the avoidance of doubt it is the Customer's responsibility to dispose of any such packaging) but exclusive of any costs of insurance of any equipment provided as part of the Service and/or any value added tax or other applicable sales tax or duty which shall be added to the sum in question.
- 13.4 RM shall be entitled to charge interest on any due but unpaid invoices at the rate of four percent (4%) per annum above Barclays Bank plc lending rate from time to time from the due date to the date payment is received by RM.

14. PASSING OF RISK AND TITLE

- 14.1 Risk of loss and damage of any equipment provided as part of a Service shall pass from RM to the Customer upon delivery of the relevant equipment to the Customer or its agent.
- 14.2 Where RM delivers any equipment to the Customer, the Customer shall inspect it on delivery and RM will accept responsibility for damage, shortages or losses in transit only if such damage, shortage or loss is noted on the consignment note or delivery document upon receipt by the Customer, or is notified within fourteen (14) days in the case of latent damages, shortages or losses, from the date on which that damage, shortage or loss could reasonably have been first identified.
- 14.3 Title to any equipment and/or any physical and/or other property which form a part of any Service shall only pass to the Customer once full payment for such Service has been received by RM from the Customer.
- 14.4 Until such time as title in the items referred to in clause 14.3 (above) has passed to the Customer, RM:
 - 14.4.1 shall have absolute authority to retake, sell or otherwise deal with or dispose of such items;
 - 14.4.2 for the purposes specified in clause 14.4.1 (above), RM or any of its agents or authorised representatives shall be irrevocably entitled at any time and without notice to enter upon any premises in which the relevant items or any part thereof is present or is reasonably believed to be; and
 - 14.4.3 shall be entitled to seek an injunction to prevent the Customer from selling, transferring or otherwise disposing of any such item.
- 14.5 Where RM exchanges parts under an Agreement any parts that are so replaced shall forthwith become the property of RM.

15. CANCELLATION AND RETURNS

- 15.1 Once RM has accepted an order from the Customer for a Service, the Customer shall not be entitled to cancel that order at any time.
- 15.2 If RM (in its absolute discretion and on such terms as it may determine) agrees to allow the Customer to cancel an order after it has been accepted by RM, this shall not under any circumstances be taken as a precedent which may be applied to other orders, either by the Customer or any other customers.

15.3 Nothing in this clause 15 shall affect the Customer's right to terminate any Agreement in accordance with clause 3 (above).

16. GENERAL WARRANTIES

- 16.1 Each party warrants to the other that it has full legal right and authority to enter into all and any Agreements which it purports to enter into.
- 16.2 The Customer warrants to RM that it is not subject to any other obligation, compliance with which will or is likely to have an adverse effect on its ability to perform its obligations under any Agreement.
- 16.3 The Customer warrants to RM there are no material facts or circumstances in relation to its financial position or operational constitution that have not been fully and fairly disclosed to RM and which, if disclosed, might reasonably have been expected to affect the decision of RM to enter into an Agreement.
- 16.4 The Customer warrants to RM that it will not, at any time, infringe any rights (including without limitation any intellectual property rights of any kind in any jurisdiction) of any third party in performing any of its obligations, or exercising any of its rights, under an Agreement.
- 16.5 Save as expressly provided elsewhere in these Conditions:
 - 16.5.1 the Customer agrees to use the Service (and any equipment associated with it) at the Customer's own risk; and
 - 16.5.2 to the fullest extent permitted by law RM hereby expressly disclaims all other warranties (whether express or implied) of any kind in relation to the Service and all matters associated with the Service. This Clause 16.6 shall apply without prejudice to the provisions of Clause 19 (below).

17. INTELLECTUAL PROPERTY

- 17.1 Title to any Service Software shall at all times remain vested in RM or its licensors. At no time shall the Customer gain any title to any such software.
- 17.2 Subject always to the provisions of Clause 17.1. RM hereby grants to the Customer a personal, limited, non-exclusive, non-transferable licence to use the Service Software (if any) for use as part of the relevant Service. The Customer must treat the Service Software like any other copyrighted material (e.g. a book or musical recording) except that the Customer may either (a) make one copy of the Service Software solely for backup or archival purposes; or (b) transfer the Service Software to a single hard disk, provided the Customer keeps the original solely for backup or archival purposes. The Customer must reproduce and include the copyright notice on any copy. The Customer may not copy the written materials accompanying the Service Software.
- 17.3 The Customer agrees that even where a Service provides for software restoration (if applicable), RM is not obliged to restore such software if the Customer is unable to produce satisfactory evidence of owning a licence to such software.
- 17.4 The Customer undertakes not to perform any of the acts referred to in this Clause 17.4 except to the extent and only to the extent permitted by law to the Customer as a lawful user of the Service Software and only then for the specific limited purpose permitted by law or in these Conditions. The Customer undertakes:
 - 17.4.1 not to copy the Service Software (other than for normal system operation and as expressly specified in these Conditions) nor otherwise reproduce the same;
 - 17.4.2 not to translate, adapt, vary, or modify the Service Software;
 - 17.4.3 not to disassemble, decompile or reverse engineer the Service Software;
 - 17.4.4 not to remove, obscure or alter any notice of patent, copyright, trademark or other proprietary notice on the Service Software;
 - 17.4.5 not to sub-license, distribute, rent, lease, or otherwise transfer the Service Software or any unique access code or copy the Service Software other than as expressly provided in these Conditions;
 - 17.4.6 not to make the Service Software accessible by any type of broadcast or transmission, including but not limited to broadcast or transmission by cable, Internet, television, satellite, or telephone;
 - 17.4.7 not to use the Service Software to attract customers away from RM or to procure commercial advantage over RM or to use it in any other way which is likely to be directly or indirectly detrimental to RM or its business; and
 - 17.4.8 not to enable a third party to do any of the acts set out in this clause 16.4.



- 17.5 If notified promptly in writing of any action (and all prior claims relating to such action) brought against the Customer, based on a claim that the Customer's use of any item provided as part of a Service (including the Service Software) infringes a United Kingdom patent or copyright, RM will defend such action at its expense and pay the costs and damages awarded, provided that RM shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. At any time during the course of any litigation arising out of a claim of infringement for a United Kingdom patent or copyright, or if in RM's opinion, any part of a Service (including the Service Software) is likely to become the subject of a claim of infringement of a United Kingdom patent or copyright, RM will at its option and expense either procure for the Customer the right to continue using the relevant item, replace or modify the same so that it becomes non-infringing, or grant the Customer a credit for the relevant part of the Service as depreciated and accept its return. Depreciation will be an equal amount per year over the lifetime of such an item as established by RM. RM will not have any liability to the Customer under any provision of this clause if the infringement or claim thereof is based upon:
- 17.5.1 use of such an infringing item in combination with other equipment or software not supplied by RM; or
 - 17.5.2 the use of such an infringing item in carrying out any patented process; or
 - 17.5.3 infringement as described in clause 17.6 (below).
- 17.6 Clause 17.5 (above) states the entire liability of RM with respect to infringement of patents or copyrights by the Services or any part thereof or by their operation. No costs or expenses will be incurred for the account of RM without the prior written consent of RM.
- 17.7 The Customer will hold RM harmless against any expense, judgment or loss of infringement of any patents, copyrights or trademarks which results from RM's compliance with Customer's designs specifications or instructions.
- 18. TERMINATION**
- 18.1 Either party shall be entitled to terminate any Agreement in accordance with Clause 3.1 (above).
- 18.1a RM shall be entitled to terminate any Agreement at any time on three (3) months notice in writing to the Customer.
- 18.2 Either party shall have the right, without prejudice to any other remedies, at any time by giving notice in writing to the other party to terminate forthwith any Agreement (which would automatically terminate any related licence) in any of the following events:
- 18.2.1 if the other party commits any material breach of any Agreement and, for the avoidance of doubt, any failure by the Customer to pay any sum due to RM on the due date of payment shall constitute a material breach; or
 - 18.2.2 if the other party ceases to carry on business or substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due.
- 19. LIMITATIONS ON LIABILITY**
- 19.1 There are no warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose or other warranties, conditions, guarantees or representations whether express, implied by statute or otherwise oral or in writing except as provided in these Conditions and except as to statute implied terms as to title.
- 19.2 Notwithstanding clause 19.1 (above), the remedies set out in these Conditions do not apply to consumer transactions except in so far as they add to the Customer's rights as implied by statute. In relation to such transactions, the rights and obligations of RM and the Customer in respect of defects in any items supplied as part of any Service to the Customer under an Agreement, the fitness for any particular purpose of such items and the correspondence of such items with any description or sample shall be determined by the terms and conditions implied by Statute.
- 19.3 Notwithstanding clauses 19.1 and 19.2 (above), all rights which the Customer may have under the Consumer Protection Act 1987 and the Consumer Protection (Distance Selling) Regulations 2000 are in addition to those set out in these Conditions.
- 19.4 If RM is unable, other than through the act or default of the Customer, within a reasonable time to replace or repair any defective item provided pursuant to an Agreement and where the affected item is totally unusable due to the defect or non-conformity, the Customer may reject it and is entitled to recover the proportion of the purchase price of the relevant item that they had paid at the date of rejection.
- 19.5 RM shall be liable for death or personal injury arising from the provision of any Service or any part thereof to the extent that it results from the negligence of RM or its employees. RM shall also be liable to the Customer for any other direct loss of or damage to tangible property caused solely by the negligence of RM or its employees subject always to the maximum aggregate liability of RM under any Agreement or in connection with the supply of any Service under it, whether in respect of contract, tort or otherwise in relation to any successful claim made on RM by the Customer not exceeding the amount received by RM from the Customer in respect of sale of the Service to which the claim relates.
- 19.6 The Customer agrees that RM will not be liable for any loss arising out of the provision of goods or services by any natural or legal person other than RM or for any loss caused by the Customer's failure to perform its obligations under an Agreement. In particular but without limitation to the generality of the foregoing, RM shall not be responsible nor liable for the Customer's inability to use any Scheduled Equipment or any impairment in using any Scheduled Equipment where such inability or impairment results from any incompatibility between any hardware or software used by the Customer, unless such items have been supplied by RM specifically for use with the Scheduled Equipment in question.
- 19.7 RM shall not in any event be liable for any indirect, special or consequential loss (including but not limited to loss of anticipated profits or of data) in connection with or arising out of the provision of any Service, even if RM shall have been advised of the possibility of such potential loss and shall not be liable for any loss except as provided for in these Conditions.
- 19.8 Save as expressly provided in clauses 19.1 to 19.7 (above) or as otherwise required by law, RM shall have no liability whatsoever to the Customer in connection with the provision of any Services howsoever arising and whether such liability arises directly or indirectly.
- 20. TERRITORY**
- The Services shall only be provided by RM to the Customer in the United Kingdom mainland, the United Kingdom islands limited to those connected by road bridges and the Isle of Wight unless otherwise agreed by RM in writing.
- 21. CONFIDENTIAL INFORMATION**
- 21.1 "Confidential Information" shall mean and include all information which the disclosing party reasonably regards as confidential (which in the case of RM shall include without limitation all of RM's technical materials, documentation and pricing) but shall exclude information which:
- 21.1.1 is already in the public domain or comes into the public domain other than as a result of a breach of an Agreement;
 - 21.1.2 the receiving party can demonstrate was developed independently of information received from the other party;
 - 21.1.3 is required to be disclosed by statute (but not contractual obligation); and
 - 21.1.4 is received from a third party who is entitled to share such information without restriction.
- 21.2 The Customer agrees that it will not disclose any of RM's Confidential Information to any third party without RM's prior written consent.
- 21.3 The Customer agrees to keep RM's Confidential Information secure and to implement such security measures on RM's Confidential Information as it employs on its own Confidential Information.
- 21.4 RM acknowledges that the Customer may have statutory obligations to consider disclosing RM's Confidential Information pursuant to, inter alia, the Freedom of Information Act 2000 (but this shall not include contractual obligations, in respect of which the confidentiality provisions in Clauses 22.2 and 22.3 (above) shall apply in full). However, the Customer agrees that it will consult with RM in good faith prior to disclosing any of RM's Confidential Information in connection with any such statutory obligations and shall take into account in good faith all and any representations made by RM in connection with the decision as to whether or not to disclose the same prior to doing so. Should the Customer decide to disclose any such information (whether or not RM has made any representations), it shall provide RM with detailed written reasons for doing so.
- 22. DATA PROTECTION**
- The information that the Customer provides to RM will be used by RM for the effective administration of its services and to communicate with the Customer generally. The Customer's details will only be disclosed outside of the RM plc group of companies to RM's partners who help in the delivery of those services.



23. FORCE MAJEURE

Neither party shall be liable to the other for any delay in, or failure to perform, its obligations under any Agreement (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control. Such causes shall include but are not limited to terrorism, fire, flooding, lightning, storm, power surges and failures, failure of suppliers, industrial disputes and other similar action, earthquakes and acts of God.

24. NOTICES

24.1 Any notice required to be given under any Agreement shall be in writing and shall be sent by first class post to the address of the Customer set out in each sales order (for notices to be sent to the Customer) or the registered office of RM (for notices to be sent to RM).

24.2 Notices correctly addressed and served in accordance with Clause 30.1 shall be deemed to be delivered two Working Days after posting.

25. CUSTOMER MORE THAN ONE PERSON

Where the Customer comprises two or more persons their liability and obligations to RM under any Agreement shall be joint and several.

26. THIRD PARTY RIGHTS

Nothing in any Agreement shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

27. GOVERNING LAW

All Agreements shall be governed by English law. The parties hereby submit to the exclusive jurisdiction of the English court.