I.T. Aid Europe Ltd. Service Level Agreement

1. PARTIES:

1.1 I.T. Aid Europe Ltd registered in England and Wales (Company No. 3966583) whose registered office is at 7B Ryder Court, Saxon Way East, Corby Northants, NN189NX ("I.T. Aid Europe Ltd "); and

1.2
Your Company

I.T. Aid Europe Ltd is a provider of Internet related services such as dedicated servers, shared server and domain name services, technical support, software development and training and the Client may from time to time require such services. This agreement sets out the terms which have been agreed between I.T. Aid Europe Ltd and the Client for the provision of such services and shall be supplemented from time to time by Schedules setting out specific details of such services requested by the Client.

2. DEFINITIONS

In these conditions, unless the context requires otherwise, the following words shall have the following meanings:

"Agreed Service Level" means the levels of performance to be provided by I.T. Aid Europe Ltd to the Client as set out in a Schedule;

"Agreement" means this master service level agreement;

"Clientware" means the equipment, cabling, systems and software provided by the Client in connection with the Services;

"Contract" means a contract for the provision of the Services which arises from the acceptance by I.T. Aid Europe Ltd of a Schedule and which shall be on and subject to the terms of this Agreement together with the Schedule;

"Control Panel" means the Control Panel or web site provided by I.T. Aid Europe Ltd in support of the services provided to the Client;

"Hardware" means the equipment, cabling and systems provided by I.T. Aid Europe Ltd in connection with the Services;

"IPRs" means any and all intellectual property rights including without limit any and all patents, design rights, database rights, copyright, know-how, moral rights, trade secrets, confidential information, trade marks, service marks, trade names and goodwill;

"Keywords" means those words notified to the Client by I.T. Aid Europe Ltd which control the Client's access to some of the Services including without limit a password and username;

"Netiquette" means generally accepted standards for use of the Internet such as but not limited to sending bulk unsolicited Email, mail bombing, misrepresenting the holding of third party authorisation and impersonating another person;

"Notified Maintenance" means essential maintenance to be carried out by I.T. Aid Europe Ltd in relation to the Services, Clientware, Hardware and/or Software, which has been notified to the Client at least 3 days prior to its commencement;

"Schedule" means the schedule describing the Internet related services requested by the Client including without limit details of the requested Bandwidth, Hardware, Storage Space and Software together with details of the Clientware;

"Services" means the Internet related services described in any Schedule made hereunder and which are supplied or to be supplied by I.T. Aid Europe Ltd on and subject to the terms of this Agreement and any Schedules made hereunder;

"Service Disruption" means any disruption in the Services which causes a failure to meet the Agreed Service Level as a result of any failure of the Hardware, Software or I.T. Aid Europe Ltd personnel who provide the Services and which does not result from any breach by the Client of the Contract, a force majeure event (see Condition 16 below) or any Suspension Event;

"Software" means the computer software programs provided by I.T. Aid Europe Ltd in connection with the Services;

"The Client" means your Company

"Working Days" means any day which is not a Saturday, a Sunday or a bank or public holiday in England;

"User" means any individuals and businesses who access the Internet web site(s) hosted on the Hardware / Clientware in connection with the Services or an individual requiring our additional services.

"Unit" a unit is one 7 hour working day.

Bank Holiday and weekend cover is available – details on request.

3. THE SERVICES, HARDWARE AND SOFTWARE

3.1 The Services, Software, Hardware and the Clientware shall be as described in the Contract and any associated Schedules from time to time. All Schedules shall be deemed to be an offer from the Client and shall only be deemed accepted by I.T. Aid Europe Ltd when counter-signed by an authorised representative of I.T. Aid Europe Ltd . In the event of any conflict between any provision in this Agreement and those in the Schedule then the provision in the Schedule shall prevail.
3.2 The terms of the Contract contain the whole agreement between I.T. Aid Europe Ltd and the Client in relation to the Services, Hardware and Software detailed in the Schedule thereto. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.
3.3 If the Client requires any variations or additions to the Services, Hardware and/or Software or Clientware to those set out in an agreed Schedule then the parties may agree a new Schedule superseding the existing Schedule.
3.4 I.T. Aid Europe Ltd reserves the right at any time and from time to time to amend, improve or correct the Services, Software and/or Hardware (or any part thereof) provided that such modification does not materially affect them. This includes the right to substitute the Hardware with Hardware of similar specification, where necessary. I.T. Aid Europe Ltd shall endeavour to give the Client reasonable notice of such modifications but this may not always be possible and I.T. Aid Europe Ltd shall not be liable to the Client or to any third party for any such modification or any failure to give such notice.
3.5 Where Clientware is located at the property of I.T. Aid Europe Ltd or any associated group company, I.T. Aid Europe Ltd shall, upon arrangement of an appointment during Working Hours, allow the Client reasonable access to the Clientware.
3.6 I.T. Aid Europe Ltd shall use its reasonable endeavours to provide the Services in accordance with the desired launch date however time of provision of the Services shall not be of the essence. I.T. Aid Europe Ltd shall notify the Client when it has installed the Services and the Client shall (as soon as reasonably practicable and in any event within 2 Working Days) review and assess the Services against the Agreed Service Levels set out in the Schedule. If the Client reasonably considers that the Services do not meet the Agreed Service Levels then it shall immediately notify I.T. Aid Europe Ltd and provide details of the same. I.T. Aid Europe Ltd shall use its reasonable endeavours to rectify any failure of the Services to meet the Agreed Service Levels (except where such failure is due to the occurrence of any Suspension Event as defined below) as soon as reasonably practicable whereupon it shall notify the Client which shall reassess the Services as above. If the Client does not notify I.T. Aid Europe Ltd within 2 Working Days of installation or (where I.T. Aid Europe Ltd rectifies the Services) notification of completion of rectification of the Services then the Client shall be deemed to have accepted the Services and the Services shall be deemed to meet the Agreed Service Levels as at the date of installation or rectification.
3.7 I.T. Aid Europe Ltd reserves the right at its sole discretion to suspend the Services (temporarily or permanently) on the occurrence of any unscheduled maintenance or any of the following (each of the following shall be a "Suspension Events"): (i) Notified Maintenance; (ii) issue by any competent authority of an order which is binding on I.T. Aid Europe Ltd and which affects the Services; (iii) if the Client fails to pay any amounts due under the Contract when they are due; (iv) if any events occur which would entitle I.T. Aid Europe Ltd to terminate the Contract; (v) the Bandwidth used by the Client in relation to the Services exceeds the agreed level and I.T. Aid Europe Ltd determines in its sole discretion that such suspension is necessary to protect all and any Internet solutions provided by I.T. Aid Europe Ltd from time to time; or (vi) failure or deficiencies in the Clientware.

4. OBLIGATIONS OF THE CLIENT

4.1 The Client agrees that it shall:
4.1.1 immediately notify I.T. Aid Europe Ltd if it becomes aware of any unauthorised use of all or any of the Services, Software, Clientware and/or Hardware;
4.1.2 not use the Services, Software, Clientware and/or Hardware or allow them to be used for any unlawful purpose or for the publication, linking to, issue or display of any unlawful material (which shall include without limit any pirated software or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, harmful, defamatory or which breaches the rights (including without limit IPRs) of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code) whether under English law or regulation, the laws or regulations of the Clients country or any other place where the results of such purpose or such material can be accessed;
4.1.3 not use the Services, Software, Clientware and/or Hardware or allow them to be used for the publication, linking to, issue or display of any material which in the absolute discretion of I.T. Aid Europe Ltd may harm I.T. Aid Europe Ltd or any of its clients or bring I.T. Aid Europe Ltd into disrepute or may call into question any action taken by I.T. Aid Europe Ltd on the Client's behalf;
4.1.4 not use the Services, Software, Clientware and/or Hardware or allow them to be used in breach of good Netiquette practices;
4.1.5 remove or prevent access to any material which is hosted on any of the Hardware and/or Clientware and which causes or is likely to cause the Client to be in breach of the Contract
4.1.6 ensure that it has all necessary consents, permissions and licences to make use of the Services including without limit registration under the Data Protection Act 1984 and 1998;
4.1.7 not provide any technical or other information obtained from I.T. Aid Europe Ltd and/or relating to the Services, this Agreement or the Contract to any person, company, firm or government which the Client knows or ought reasonably be aware may directly or indirectly lead to a breach of any English law or regulation;
4.1.8 not, in breach of good Netiquette practices, use any service provided by any third party (including without limit an Internet web site and/or Email) for the publication, linking to, issue or display of any material which refers to an Internet web site hosted by I.T. Aid Europe Ltd or any other services offered by I.T. Aid Europe Ltd from time to time;
4.1.9 ensure that all material or data hosted by I.T. Aid Europe Ltd on any web site operated by the Client from time to time or communicated through such site or using the Clientware, Hardware and/or Software is checked for viruses and other harmful code;
4.1.10 be responsible for keeping regular back ups of all material and data hosted by I.T. Aid Europe Ltd on any web site operated by the Client from time to time using the Clientware, Hardware and/or Software;
4.1.11 ensure that all Keywords are at all times kept confidential, used properly and not disclosed to unauthorised people and if the Client has any reason to believe that any Keyword has become known to someone not authorised to use it or if any Keyword is being or is likely to be used in an unauthorised way or of any other breach of security then the Client shall inform I.T. Aid Europe Ltd immediately.
4.1.12 be entirely liable for all activities conducted and charges incurred under its Keywords whether authorised by it or not and the Client acknowledges that I.T. Aid Europe Ltd shall not be liable for any loss of confidentiality or for any damages arising from the Clients to comply with these terms;
4.1.13 not use any part of the I.T. Aid Europe Ltd premises except as is reasonably necessary to inspect and maintain the Clientware and the Client shall ensure that such part is kept in good condition and is returned to its original condition upon any termination of any contract for the provision of Services;
4.1.14 not, whilst present at any I.T. Aid Europe Ltd premises, do anything which may be dangerous, nuisance, inconvenience or disturb any I.T. Aid Europe Ltd personnel or other I.T. Aid Europe Ltd clients and the Client shall abide by all health and safety and other policies as I.T. Aid Europe Ltd may notify to the Client from time to time in relation to any such premises;
4.1.15 ensure that all its communication details which are provided to I.T. Aid Europe Ltd are at all times true, current, accurate and complete and the Client shall promptly notify I.T. Aid Europe Ltd of any such details and the Client acknowledges that I.T. Aid Europe Ltd shall not be liable for any costs, damages or loss which the Client may suffer or incur as a result of failure to notify such changes to I.T. Aid Europe Ltd .
4.2 The Client acknowledges that in order to make proper use of the Services it should have a basic knowledge of how the Internet functions and what types of use are and are not acceptable. The Client acknowledges that I.T. Aid Europe Ltd shall have no obligation to: a) manipulate any material which the Client wishes to and/or does post on any web site it operates or any communication which it issues or sends in connection with any of the Services; or b) validate or vet such material for usability, legality, content or correctness.

5. PRICE

5.1 The Client shall pay the price for the Services as set out in the Schedule.
5.2 If the Platinum service is agreed then the price covers permitted bandwidth (agreed connection rate) as stated in the Schedule. If the Client exceeds this limit then I.T. Aid Europe Ltd reserves the right to make additional charges for usage above the limit at its then prevailing charge rate. I.T. Aid Europe Ltd will endeavour to let the Client know if its bandwidth use exceeds the agreed level, however it is the Client's responsibility to monitor the bandwidth being used by it from time to time using the Control Panel.
5.3 All prices quoted to the Client for the provision of services by I.T. Aid Europe Ltd are exclusive of any value added tax for which the Client may be additionally liable at the applicable rate. Where the Services are purchased with a monthly payment plan comprising a set up fee, this fee is payable immediately. Where a long term contract is purchased, the set up fee is included within the total payment.
5.4 Changes in price will be agreed by both parties before instigation.

6. PAYMENT

6.1 The price and all other amounts due under the Schedule shall be paid by the Client by the due date and in the currency as specified in I.T. Aid Europe Ltd 's invoice. Payment shall only be deemed received by I.T. Aid Europe Ltd upon receipt of cleared funds. Payment shall be made in full without any abatement, set off or deduction on any grounds.
6.2 It is of the essence of the Contract that the Contract price and all other amounts due from the Client are paid on time. I.T. Aid Europe Ltd shall be entitled to recover from the Client any and all expenses incurred by I.T. Aid Europe Ltd in recovering overdue amounts and/or interest on overdue amounts (before and after judgement) at annual rate of 5% above the base lending rate of LloydsTSB plc calculated daily until payment is made in full.
6.3 I.T. Aid Europe Ltd has a general and particular lien over all Clientware until all claims and money payable by the Client to I.T. Aid Europe Ltd on any account whatsoever has been received in full. If the Client fails to satisfy any lien within a reasonable time from the date of notice of exercise then the Clientware may be sold in or towards satisfaction of every such lien and I.T. Aid Europe Ltd will account to the Client for any excess.
6.4 Where payment is made by credit card initially, the Client expressly authorises I.T. Aid Europe Ltd to charge recurring billing as appropriate, until the Client gives one month written notice otherwise to I.T. Aid Europe Ltd and the credit card company, or the Services end.
6.5 I.T. Aid Europe Ltd reserves the right to send overdue accounts to a collection agency.

7. INTELLECTUAL PROPERTY, LICENCE AND OWNERSHIP

7.1 All IPRs relating to the Services, Hardware and/or Software including without limit any Internet Protocol Addresses assigned to the Client are and shall remain the property of I.T. Aid Europe Ltd . I.T. Aid Europe Ltd reserves the right to change the Internet Protocol Address assigned to the Client at any time, however I.T. Aid Europe Ltd shall endeavour to give reasonable notice of the change and shall use reasonable endeavours to reduce disruption to the Client resulting from such changes.
7.2 Title to the Hardware and Software (both legal and equitable) is and shall at all times remain with I.T. Aid Europe Ltd and the Client shall keep the Software and Hardware free of all charges, liens and encumbrances and protect it from any and all judicial process.
7.3 I.T. Aid Europe Ltd grants to the Client a non-exclusive non-transferable licence to use the Software on the Hardware and/or Clientware and in conjunction with the Services and except as provided for in the Contract the Client is not permitted to sub-licence any rights granted under the Contract to any third party. The Client agrees that it will not itself, or through a third party:
7.3.1 copy the Software, except as is necessary to install on Hardware and for internal, archiving purposes. In the event that the Client makes any copies of the Software, the Client shall reproduce all proprietary notices on such copies;
7.3.2 reverse engineer, decompile, disassemble or otherwise attempt to derive source code from the Software;
7.3.3 sell, lease, license, transfer or sublicense the Software or associated documentation; or
7.3.4 write or develop any derivative or other software programs based, in whole or in part, upon the Software or any confidential information.

8. INDEMNITY

8.1 The Client agrees to fully indemnify and keep I.T. Aid Europe Ltd , its subsidiaries, affiliates, officers, partners, employees and agents fully indemnified from and against all actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including but not limited to legal fees) whatsoever incurred by it or them and arising from any of the following: (i) the Clients breach of the Contract and/or this Agreement or its negligence or other act, omission or default; (ii) the operation or break down of any equipment or software owned or used by the Client including without limit the Clientware but not the Hardware and/or Software; (iii) the Clients use or misuse of the Services; (iv) the Client infringing (whether innocently or knowingly) third party rights (including without limit IPRs).

9. SERVICE QUALITY AND DISRUPTION

9.1 I.T. Aid Europe Ltd shall use all reasonable endeavours to ensure that the location where the Clientware, Hardware and Software is located has appropriate air conditioning, static humidity levels, a fire suppression system and appropriate levels of security and electrical supplies.
9.2 I.T. Aid Europe Ltd shall provide the Services such that actual level of performance is equal to or higher than the associated Agreed Service Level (if any). Further I.T. Aid Europe Ltd shall carry out the Services with reasonable skill and care. All other conditions, warranties or other terms whether express or implied, statutory or otherwise are hereby expressly excluded to the fullest extent permitted by law and without limit to the foregoing. I.T. Aid Europe Ltd does not represent or warrant that: (i) the Services will meet the Client's requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) any results obtained from using the Services will be accurate, complete or current.
9.3 The Client shall immediately notify I.T. Aid Europe Ltd if any Service Disruption arises and I.T. Aid Europe Ltd shall then use its reasonable endeavours to rectify such Service Disruption as soon as reasonably practicable.
9.4 In the unlikely event that the Client has reason to make a complaint about the quality of Services, such complaint should be addressed in writing to mail@taideurope.com, or to the Customer Service department at the address at the top of this document (under section 1.1).

10. MAINTENANCE AND SUPPORT

10.1 Maintenance and support shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the Hardware or Software, which is undertaken by persons other than I.T. Aid Europe Ltd or its authorised representatives; or (b) programs or hardware supplied by Client except after consultation with a Director of I.T. Aid Europe Ltd. The Client shall document and promptly report all errors or malfunctions of the Hardware or Software to I.T. Aid Europe Ltd . The Client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from I.T. Aid Europe Ltd . The Client shall maintain a current archive copy of all Software and data, and shall have its personnel trained in the use of the Hardware and Software.
10.2 Call outs requiring changes to software will require a full backup. To save unit time we advise you to back up any necessary data and to verify that the data has been backed up correctly before I.T. Aid Europe Ltd staff begin work. I.T. Aid Europe Ltd staff will back up any necessary data if the task has not been completed but will charge time from allocated units.
Platinum Plus users are guaranteed a 4 hour response dial in to the server (weekdays only).
Platinum Plus
Should a dial in reveal that a severe error has occurred requiring a callout, I.T. Aid Europe Ltd staff cannot guarantee immediate call out but jobs will be prioritised according to severity and will be dealt with immediately a member of staff becomes available on that day (weekdays only).
Platinum Plus users are guaranteed a client machine response time of 8 hours (weekdays only).
Customers on Gold and Platinum services can expect dial up to their servers within 4 hours of the service call being made (weekdays only).
Telephone technical support is intended to be second line i.e. "TheClient" will endeavour at all times to assist with first line support issues. Call charges will be removed from available units and calculated by the minute. There will be a minimum 15 minute charge per call to the help desk.
E-mail support is available at any time on support@taideurope.com. Time taken to solve the problem will be removed from the agreed units.

11. REGISTRATION OF DOMAIN NAMES

11.1 The following shall apply where the Services include or consist of domain name registration services:
11.1.1 The Client acknowledges that, whilst I.T. Aid Europe Ltd shall use its reasonable endeavours to successfully register the requested domain name, I.T. Aid Europe Ltd shall not be obliged to accept any request to register or continue to process any registration of a domain name.
11.1.2 The obligations of I.T. Aid Europe Ltd in relation to domain name registration shall be limited to forwarding the application to the relevant naming authority, providing reasonable administration services in relation to the application and notifying the result of the application within a reasonable period after communication from the authority. I.T. Aid Europe Ltd will use reasonable endeavours to notify you of any renewal dates however I.T. Aid Europe Ltd accepts no liability for any use or retention of any domain name that is registered.
11.1.3 I.T. Aid Europe Ltd makes no representations or warranties (expressed or implied) of any kind (and they are expressly disclaimed) with respect to availability or likelihood of successful registration of any domain name.
11.1.4 The Client shall check the domain name as reported on any of the Company's documents sent to the Client, such as the invoice, e-mail notification or otherwise, is spelt correctly. In the event of any error, the Client should notify the Company promptly and in any event within 24 hours of receiving such document.
11.1.5 The Client shall at all times comply with the terms and conditions (from time to time subsisting) for the registration of domain names published by the relevant naming authority and generally to the terms and conditions of any such authority having similar force and to which the client may become subject as a result of services provided by I.T. Aid Europe Ltd .
11.1.6 I.T. Aid Europe Ltd may from time to time change the registrar that a domain is held with. The Client agrees to allow I.T. Aid Europe Ltd to do so as it sees fit and without notice.

12. MANAGED SERVICES

12.1 This Section 12 applies only in the case where Managed Services are expressly being provided to the Client by I.T. Aid Europe Ltd .
12.2 I.T. Aid Europe Ltd provides various managed services including, as part of its portfolio of products, security services. I.T. Aid Europe Ltd does not guarantee the full security of its servers and does not guarantee that it will be impossible to 'hack' into any servers.
12.3 Where security services are provided, I.T. Aid Europe Ltd guarantees that security patches will be applied within two working days of their release by the software vendor. I.T. Aid Europe Ltd will not be responsible for any attack on a server if, for any reason, it is unable to apply a security patch properly due to the Client's custom configuration, or if the Client tampers in any way with the security patch that is applied thereby undermining its ability to work correctly.

13. DISCLAIMER

13.1 Nothing in the Agreement, Contract or these Conditions shall exclude or limit the liability of I.T. Aid Europe Ltd for death or personal injury resulting from its negligence or fraudulent misrepresentation nor affect the statutory rights of consumers.
13.2 The Client acknowledges that the allocation of risk in the Contract reflects the price paid for the Services, Hardware and Software and that it is not within the control of I.T. Aid Europe Ltd how or for what purposes they are used. If any exclusion or limit of liability in the Contract is held to be invalid and I.T. Aid Europe Ltd becomes liable for loss or damage that may lawfully be limited then such liability shall be limited to the amount paid by the Client for the Services.
13.3 I.T. Aid Europe Ltd shall have no liability to the Client for any loss arising from any material, data or instructions supplied whether digitally or otherwise by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or in the wrong form or arising from late arrival or non-arrival or any other fault by the Client or on its behalf.
13.4 No action, claim or demand arising out of or in connection with the Contract or this Agreement may be brought by the Client against I.T. Aid Europe Ltd more than one year after the cause of action has occred.
13.5 I.T. Aid Europe Ltd is not responsible for any delay, malfunction, non performance and/or other degradation of performance of any of the Services, Hardware or Software caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond those already supplied.
13.6 Neither I.T. Aid Europe Ltd nor anyone else who has been involved in the creation, production or supply of the Services, Hardware or Software shall be liable to the Client or any other person for any loss in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with this Agreement, the Contract or the Services, Hardware or Software for any: (i) economic loss of any kind whatsoever, or (ii) loss of profit, data, business contracts, revenues or anticipated savings, or (iii) damage to the Client's reputation or goodwill, or (iv) loss resulting from any claim made by any third party, or (v) special, indirect or consequential loss or damage of any nature whatsoever, and the Client shall indemnify I.T. Aid Europe Ltd from and against any claim which may be made against I.T. Aid Europe Ltd in respect thereof. Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for consequential or incidental damages and therefore the above may not apply to the Client.

14. CONFIDENTIALITY

14.1 All confidential information of either party or of any of its customers disclosed to or discovered by the other as a result of the provision of the Services shall be regarded as disclosed in confidence and shall only be used in connection with the performance of its obligations under this Agreement and/or the Contract and not be passed on to third party and/or in any way be made use of at any time either during or after the termination of this Agreement and/or the Contract save with consent of the other or which comes into the public domain (otherwise than through the unauthorised disclosure by the other).
14.2 The Client shall promptly notify I.T. Aid Europe Ltd if it becomes aware of a breach of confidence in relation to the Services, the Contract and/or this Agreement and shall give I.T. Aid Europe Ltd all reasonable assistance in connection with any proceedings I.T. Aid Europe Ltd may institute against a third party at I.T. Aid Europe Ltd ' expense.

15. TERM, DURATION OF SERVICES AND TERMINATION

15.1 Unless otherwise agreed in writing by I.T. Aid Europe Ltd (in the Schedule or otherwise), the minimum period of each Contract for the provision of the Services detailed in its corresponding Schedule is 12 months from date on which such Services are accepted or deemed accepted by the Client.
15.2 In the event of cancellation or termination by the Client part way through the minimum period, the Client remains obliged to pay for the Services for the entire minimum period.
15.3 Thereafter, if the Client or I.T. Aid Europe Ltd wishes to cancel or terminate, at least one month's written notice must be given.
15.4 The Client must follow I.T. Aid Europe Ltd 's prescribed template and procedures for submitting a written cancellation, which comply with the Consumer Protection (Distance Selling) Regulations 2000. Where I.T. Aid Europe Ltd has registered a domain on behalf of the Client, I.T. Aid Europe Ltd is unable to cancel the registration – as such, a minimum charge to cover the cost of the domain registration fee will be levied.
15.5 I.T. Aid Europe Ltd shall be entitled to immediately terminate this Agreement and any other contract between itself and the Client upon the termination of the Contract. Any termination of this Agreement and/or a Contract shall be without prejudice to the continuing obligations of the Client under this Agreement and under a Contract not expressly terminated by I.T. Aid Europe Ltd which shall continue in full force and effect.
15.6 Upon termination or expiry of the Contract all amounts payable by the Client to I.T. Aid Europe Ltd shall become immediately due and I.T. Aid Europe Ltd shall be entitled to immediately cease the provision of the Services.
15.7 Upon termination of the contract whereby the Client transfers the provision of Services out to another Internet host provider, I.T. Aid Europe Ltd reserves the right to remove the Client's data from its Hardware after 5 Working Days.
15.8 Where a disconnection of Services has occurred as a result of actions of the Client under section 15.9 below, a £100 reinstatement fee will apply to reactivate the Services, in addition to full payment of the balance due on the account. Reactivation of the Services will only be performed during Working Hours.
15.9 The Contract may be terminated:
15.9.1 immediately by I.T. Aid Europe Ltd if the Client fails to pay any sums due under the Contract within 14 days of their due date;
15.9.2 immediately by either party to the other if the other commits any material breach of any these conditions and which (in the case of a breach capable of being remedied) has not been remedied within a reasonable time period as may be specified in a formal request in writing or by electronic email to remedy the same;
15.9.3 immediately by written notice from I.T. Aid Europe Ltd if the Client commits any material breach of any these conditions which may impact the Services or Servers of I.T. Aid Europe Ltd or the ability of I.T. Aid Europe Ltd to provide the services;
15.9.4 immediately by either party if the other shall convene a meeting with its creditors or if a proposal shall be made for a voluntary arrangement within part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme of arrangement with (or the assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or any other steps are taken for the winding up or the making of an administrative order (otherwise than for the purposes of a solvent amalgamation or reconstruction).

16. FORCE MAJEURE

If I.T. Aid Europe Ltd is prevented or delayed in or from performing any of its obligations under the Conditions, the Agreement or the Contract due to circumstances beyond its control such as but not limited to governmental acts, war, riots, strikes or trade disputes (including by and with our own employees), technical failure, general availability of the Internet, power failure, communications failure, weather, flood, fire or explosion, natural or local emergency I.T. Aid Europe Ltd shall not be liable for this.

17. TRAINING

These terms and conditions apply to all courses booked with I.T. Aid Europe Ltd. unless an existing, and valid, contract is in place between I.T. AID EUROPE LTD and your company.
These conditions will apply in total, and without exclusion, unless otherwise agreed in writing by a Director of I.T. AID EUROPE LTD.
Course bookings shall be made on the I.T. AID EUROPE LTD booking form, or by any other suitable means providing the same information is supplied.
A course booking will not be accepted unless a purchase order number is provided, and an authorised signature acknowledges acceptance of these conditions. Any booking that does not meet these requirements will be considered to be a reservation.
Places on a course may be reserved, at the discretion of I.T. AID EUROPE LTD, for a maximum of five working days. Unless confirmed by an acceptable booking, the reservation may be removed without further notice.
Should it be necessary to cancel a booking, you are requested to do so in writing at least 15 working days before the course start, for which no charge will be made. Cancellation between 15 and 11 days before course start will incur a cancellation fee of one unit
You may substitute delegates for a booking at anytime without charge.
I.T. AID EUROPE LTD reserves the right to cancel or reschedule a course at anytime, and for any reasonable cause. I.T. AID EUROPE LTD will not accept liability for any expenses, or other costs incurred by the delegates in this case.
The course fee will cover: the course with suitable materials, the venue, and refreshments including a light lunch (unless otherwise stated). No refund will be made if a delegate does not partake of these. The course fee does not include overnight accommodation, transport or any other personal expenses.
I.T. AID EUROPE LTD will not book accommodation on behalf of a delegate (but will offer assistance).
Where I.T. AID EUROPE LTD undertakes this training on behalf of another vendor, and that vendor supplies the course material, I.T. AID EUROPE LTD reserve the right to charge the full, landed price of that material even if it exceeds a quoted price.
I.T. AID EUROPE LTD will not be liable for the quality or accuracy of course material that is not of it's own authorship.
I.T. AID EUROPE LTD maintains public liability insurance of £1,000,000, but will not accept responsibility for injury to any delegate that does not read, and adhere to, the company's health and safety recommendations while on our premises.
A days course is one day unit and will be deducted from your allowance accordingly.

Silver Service
Silver service offers places for two delegates at any one time on a course.
Gold Service
Gold Service offers places for three delegates at any one time on a course.
Platinum Service
Platinum Service offers places for four delegates at any one time on a course.

18. MISCELLANEOUS

Any failure or delay by I.T. Aid Europe Ltd in exercising any of its rights or remedies will not constitute a waiver.

Any notice or other communication to be given by a party under this Agreement or the Contract must be in writing and must be given by delivery at or sending by first class post or by e-mail or facsimile transmission to the last known postal, e-mail address or relevant telecommunications number of the other party. Notices shall be deemed to have been received when in the ordinary course of the means of transmission it would be received by the addressee. To prove the giving of a notice it shall be sufficient to show it was despatched. A notice shall be effective from the sooner of its actual or deemed receipt by the addressee.

Except as expressly provided herein, the parties do not intend any term of this Agreement or the Contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Any termination of this Agreement or the Contract shall be without prejudice to any other rights or remedies which a party may be entitled to thereunder or at law and shall not effect any previous rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into continue in force upon or after such termination.

If any term of this Agreement or the Contract is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part then the provision shall be deemed to be severable from the remaining provisions and shall not affect their validity or enforceability.

The Client shall not share, re-sell or attempt to share or re-sell the Services, transfer or attempt to transfer this Agreement or the Contract or permit any third party to use and/or access any of the for any purpose without prior consent of I.T. Aid Europe Ltd .

All reasonable travel expenses for our engineers on call out will be charged for premises outside a 20 mile radius of I.T. Aid Europe Ltd's Corby office.
Any necessary overnight expenditure will be charged as an additional cost to the service units
Flight costs and taxes in and out of the U.K. will be charged as an additional cost to the service units.
To protect the intended long term nature of the schemes companies or individuals will take reasonable care not to over utilise the service units in the first 6 months of the contract. Unless authorised by a Director of I.T. Aid Europe Ltd 50% of the allocated units will be available in the first 6 months.
Units not utilised by the company after a period of 12 months will be removed from your scheme total.

This Agreement and the Contract will be governed by English Law and the Client submits to the exclusive jurisdiction of the English Courts.