
Agreement for Service Plan

First Steps with SJR Premier Computers

Customer Set-Up steps

- Read and be informed about our service product line
- Check the following agreement details
- SJR Premier Computers assigns an IT manager to your company and then schedules the appropriate service visits

At SJR Premier Computers we take care of your complete technology needs by becoming your IT Department through regular proactive service combined with a standardised approach to network support, your company's computers become a reliable tool for your business

Part 1 Customer Details

- Customer Name _____
- Address (line 1) _____
- Address (line 2) _____
- Address (line 3) _____
- Town City _____
- County _____
- Post Code _____
- Phone Number _____
- Fax Number _____
- E-Mail Address _____
- Customer Contact manager _____
(This is the person able to approve IT direction purchases etc)

- Phone Number _____
- E-Mail Address _____
- Customer Contact manager _____
This is the day to day contact person helping direct the day to day activity of each IT visit

- Phone Number _____
- E-Mail Address _____

Part 2 Getting Started

Assessment – Consultancy & Preparation Phase

- To take place between _____ and _____
- Maximum number of hours @ £60.00 per hour _____
- Estimated Total (£) excluding VAT _____
- Comments _____

Part 3 Start Date, Duration & Payment Terms

- Service Plan
- To Start from _____
- Number of Hours per visit _____
- Frequency
 - Daily _____
 - Bi – Weekly _____
 - Fortnightly _____
 - Monthly _____
 - Quarterly _____
- Monthly Total (£) excluding VAT _____
- Comments _____

- Agreed Initial Contract Term (months) _____
- Agreement Notice Period (months) _____
- Payment Terms
 - Service Plan by invoice 1st working day of each calendar month payable within seven days
 - Other Services by invoice payable within seven days

Part 4 Special Terms and Conditions

An initial start up service plan of 5 hours per month. These hours can be split between on site visit, remote access and telephone help. A maximum of 2.5 hours to be carried over to next month.

Response Times

Non Critical	Next Day on Site (sooner if possible)
Critical	4 hours on site 2 hours response
Phone & Remote support	2 hours

Part 5 Standard Terms

This service plan agreement (the “Agreement”) is between the person or entity identified in Part 7 the “Notices” paragraph below (“The Customer”) and SJR Premier Computers (“The Company”). By authorising this agreement the Company agrees to provide the Customer with the services described below and the customer agrees to pay for those services and equipment upon the following terms and conditions.

5.1. Service Provided

A service plan is to provide an IT Manager with a recurring schedule to accomplish the objectives, provide technology leadership aligned with business goals, support critical systems including the network and servers, overseeing the helpdesk efforts of desktop support and end user training, appropriate technical skills to troubleshoot, fix and maintain the technology infrastructure. Additional “As Needed” support can also be provided to the customer when requested

5.2. Service Plan Start Up

Upon authorising this agreement and before any services shall be provided by The Company hereunder (“Services”). The Customer shall pay The Company 100% of the first month service plan plus the Consultancy & Preparation Phase

First Month (pre paid) Service Plan Hours @ £60:00 per hour = £ _____

Consultancy & Preparation @ £60:00 per hour = £ _____

Total Initial Investment (excluding VAT) £ _____

The Customer will be invoiced monthly for the following services

Service Plan @ £60:00 per hour = £ _____

Any goods or services provided outside of the Service Plan

Initial payment to The Company by The Customer shall be made to “SJR Premier Computers”

5.3. Terms & Payment Conditions

The Company shall invoice The Customer on the first working day of each calendar month for all prescheduled Service Plan hours. Non Payment within the specified time period will be subject to a 20% surcharge on the full hourly rate.

The Company will invoice The Customer upon completion of any of the following additional hours, Rapid Response, Help Desk Support, or as Needed Hours. Payment terms for any of these additional hours or services will be Net seven days.

Projects will require a 50% deposit before commencement with the balance due on completion.

Any payment not made within 30 days of the invoice date shall be subject to a late payment interest charge of 3% above the current base rate of Barclays Bank

If The Company enlists the services of a collection Agency to collect any amounts due to it from the customer under this Agreement. The Customer shall be responsible for and agrees to pay such collection costs.

Company Bank Details

Sort Code _____

Account Number _____

Address _____

5.4. Rates

Service under this Agreement shall be provided at a Base Rate of £60.00 per hour (exc. VAT) for work done Monday to Friday between the hours of 8.30Am and 5.30PM and shall apply whether services are performed on site, by telephone or remotely

The Overtime Rate will be charged at Base Rate plus 20% per hour (exc. Vat) for services provided to The Customer before 8.30AM and after 5.30PM on weekdays and on Services provided at weekends and Bank Holidays unless otherwise stated in writing

Travel Rates will be charged at 46p (exc. Vat) per mile on all site visits other than the agreed monthly visit.

The Rapid Response Rate (“Call Out”) shall be charged at Base Rate plus 25% in the event The Customer requests same day service Monday to Friday between the hours of 8.30AM and 5.30PM. The Overtime Rate for Rapid Response will be charged at Base Rate plus 50% per hour (exc. Vat) for services provided to The Customer before 8.30AM and after 5.30PM on weekdays and on Services provided at weekends and Bank Holidays unless otherwise stated in writing

Projects will be billed on a per project basis agreed in advance of commencement of work

The Company reserves the right to periodically review its products and pricing structures and will provide The Customer with no less than 30 days notice in writing of any changes with the exception of the normal annual increase in the Base Rate that occurs on April 1st each year and is uplifted in line with the published UK Government Retail Price Index as published for the preceding January.

Services are based on actual time spent regardless of the complexity of the problem or issues addressed however there is a minimum 1 hour charge for services other than remote support and telephone calls

All Service charges detailed above are exclusive of Value Added Tax which will be charged at the rate applicable at the relevant tax point dates

5.5. Cancellation Policy

The Customer will not be charged for appointments that are cancelled in writing (letter or e-mail) by The Customer with 48 hours or more advanced notice. The Customer will be charged for and agrees to pay for any scheduled visit cancelled without 48 hours notice.

Changes or cancellation of this service agreement need to be made in writing 30 days in advance.

The Customer is responsible for placing any written time limits if necessary before services are provided by The Company and cannot be retroactive.

5.6. Authorisation

The customer acknowledges that the person signing this agreement on its behalf is authorised to do so and may bind The Customer to all the terms and conditions herein, and represents and warrants that such person is acting within the scope of their authority as an officer, director or duly authorised agent of The Customer.

5.7. Notices

All notices, requests and communications under his Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served on the party to whom notice is to be given. If notice is posted, it shall be deemed to be given within seventy two (72) hours after posting if posted to the party whom notice is to be given by first class post, registered or certified, postage prepaid and addressed to the party at the address set out below, or any other address that any party may designate by written notice from time to time.

The Company	The Customer
SJR Premier Computers	_____
46 Portchester Close	_____
Stanground	_____
Peterborough	_____
PE2 8UP	_____

5.8. Alterations to Services or Equipment

If The Customer alters any Services or Equipment conducted by The Company without the express written consent of The Company. The Customer does so at its own risk and expense. The Company shall not be liable or responsible for problems created as a result of The Customer's alteration of Services, Equipment and or The Customer's network or system. If The Customer wishes The Company to correct or fix its alterations or problems relating thereto such Services by The Company will be considered a new project and The Customer agrees that the same terms and conditions set out in this agreement shall apply.

5.9. Obligation to Back-Up Software

The Customer shall be responsible for maintaining backups of all critical software, documents and applications on all The Customer's file servers, PC's organisers and other electronic equipment.

5.10. Reimbursement for Supplies

On occasion The Company may need to purchase spare parts, other equipment, supplies, accessories or software in that case The Customer shall be responsible to and agrees to reimburse The Company for all such costs and expenses incurred under this project. No purchases will be made without prior consent of The Customer.

5.11. The Customer Warranty re Software Licensing

The Customer warrants that all software it provides to The Company for installation, configuration or use in any way has been legally obtained and is properly licensed. The Customer further warrants that it has legally purchased sufficient copies of such software and that it has not violated any licensing laws.

The Company has no knowledge regarding licensing of software provided to it by the customer and The Customer indemnifies The Company for installation, configuration or use of such software. The Customer understands that it shall be solely responsible and liable for all licensing and purchasing of software.

5.12. Assignment

The Customer shall not assign this Agreement in whole or in part without the prior written consent of The Company

5.13. Limitation of Liability

The Company shall not be liable to The Customer for direct damages greater than the amount or price payable hereunder for its Services. Further The Company shall not be liable to The Customer for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

5.14. Relationship

The Company provides Services to The Customer hereunder as independent contractor, and this Agreement shall not be construed as a partnership or joint venture.

5.15. Dispute Resolution

Any question or difference which may arise concerning the construction, meaning or effect of this Agreement or any dispute arising out of or in connection with this Agreement shall, in the first instance be referred to the first management level specified below for discussion and resolution at or by the next review meeting or at an earlier date if so requested by either Party. If the dispute is not resolved at the level within three (3) working days of that meeting, the dispute shall be referred to the second management level who must meet within three (3) working days of the reference to attempt to resolve the dispute. If the dispute is not resolved at that level, the escalation shall continue with the same maximum time interval up to the third management level.

If the unresolved dispute is having a material effect on the Contract. the Parties shall use their respective reasonable endeavours to reduce the elapsed time in reaching the resolution of the dispute. Subject to this Clause neither Party may initiate any legal action until the procedure described in Clause 15.1 has been completed, unless such Party has reasonable cause to do so to avoid damage to its business or to protect or preserve any right of action it may have.

The levels of escalation are:

First Level IT Manager - SJR Premier Computers Ltd

Second Level Commercial Manager - SJR Premier Computers Ltd

Third Level Director - SJR Premier Computers Ltd

If any of the above is unable to attend a meeting, a substitute may attend, provided that such substitute has at least the same seniority and is authorised to settle the unresolved dispute. Each Party shall use all reasonable endeavours to reach a negotiated resolution through the above dispute resolution procedure. The specific format for such resolution shall be left to the reasonable discretion of the relevant management level, but may include the preparation and submission of statements of fact or of position.

Nothing in this Clause shall be taken as preventing at any time while the above dispute resolution procedures are in progress or before or after they are invoked, either party instituting against the other proceedings before the courts to protect that Party's intellectual property rights, know-how, trade secrets or confidential information.

5.16. Non Solicitation of Employees

The Customer acknowledges that The Company has a substantial investment in its employees that provide Services to The Customer under this Agreement and that such

Employees are subject to The Company's control and supervision. In consideration of this investment, The Customer agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving The Company's written consent.

If any employee terminates his or her employment with The Company (regardless of the reason for termination), and is employed by The Customer (or any affiliate or subsidiary of The Customer) in any capacity either during or within a 6 month period, The Customer shall immediately pay The Company an amount equal to 75 of the then current yearly salary or wage paid by The Company to such employee.

5.17. Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or. to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable.

5.18. Entire Agreement

This Agreement contains the entire agreement between the parties regarding the subject matter herein, and supersedes any prior agreements or representations, whether oral or written. No agreement, representation or understanding not specifically contained herein shall be binding, unless reduced to writing and signed by The Company and The Customer.

5.19. Legal Fees & Costs

In any action involving the enforcement or interpretation of this Agreement, the prevailing party, whether The Customer or The Company, shall be entitled to its reasonable legal

fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

5.20. Governing Law

UK Law shall govern the construction, validity, and interpretation of this Agreement and the performance of its obligations.

For the Company

Name S Rumbelow

Title: Director

Signature: _____

Date _____

For the Customer

Name: _____

Title: _____

Signature: _____

Date: _____

5.2. 1Money Back Satisfaction Guarantee

If for any reason during the first 30 day after signing this agreement you are dissatisfied with our service the Customer may cancel this agreement and receive a full refund for any prepaid service plan hours. Refunds will be processed and a cheque issued within 15 days of the Company receiving written notification of cancellation.

Part 6 - IT Services Product Line Overview

6.1 Assessment – Consultancy & Preparation Phase

What is it?

Service that is performed by one of our IT Managers on a scheduled basis.

Acquires documentation of your network providing an understanding as to your current technology status, where your technology needs to be, and how we can best support you.

Provides initial technical skills and troubleshooting for your network in order to establish a healthy environment.

Required for all "As Needed" clients and is a best practice for "Service Plan" clients. May be required for all clients based on current status of existing technology.

How do I use it?

This time is scheduled through your Salesperson.

6.2 Service Plan

What is it?

Service that is performed by a dedicated IT Manager on a reoccurring schedule.

Skills to troubleshoot fix and maintain your technology.

Leadership to plan and integrate technology to achieve business goals.

Billed at a rate of £60.00 per hour for clients when paid by standing order.

How do I use it?

This time is scheduled through your Account or Commercial Manager.

6.3 Service As Needed

What is it?

Onsite service that is scheduled at least 24 hours in advance. This service would also include additional time spent after a Service Plan appointment, even though it may not have been scheduled in advance. Billed at a rate of £__ per hour.

How do I use it?

Call SJR Premier Computers on 01733 705676 to schedule an appointment

6.4 Help Desk

What is it?

Remote support provided from the SJR Premier Computers office and offered during SJR Premier Computers business hours (8:30 a.m. - 5:30 p.m. Monday to Friday). This is a great place to start for any technical need. If you need to contact your primary IT Manager, the Help Desk team can assist in making this happen. Billed at a rate of £15.00 per 15 minute increment.

How do I use it?

Call SJR Premier Computers on 01733 705676

Send an E-mail to info@sjrpremiercomputers.co.uk

We will work with you over the phone and can remotely manage your computer or server if needed.

6.5 Projects

What is it?

Periodic IT needs that are more labour and planning intensive than a typical Service Plan or As Needed visit can handle. Typical projects can be server installations, network upgrades, enterprise software implementations, VPN and Internet installations, etc.

How do I use it?

If you're new to SJR Premier Computers, your Salesperson will work with you regarding any project related needs. As an SJR Premier Computers Service Plan client, your IT Manager and Account or Commercial Manager will work with you regarding projects.

6.6 Product Procurement

What is it?

It is SJR Premier Computers way of helping our clients make the best choice in hardware and software enabling them to shop online directly with distributors and manufactures for the best price, delivery time and payment method. We will work with you either during a service visit or remote time to help determine what your needs are and the best vendor from which to order products.

How do I use it?

Your IT manager will discuss this new process with you in advance of the next order. At that time you will make decisions on things such as who will be authorised to make purchases, choice of vendors, use of credit etc. the next time you or your IT manager discover a need to purchase hardware or software they will help you to choose the correct item