



TERMS AND CONDITIONS

DEFINITIONS

In these terms and conditions the following shall have the meaning set opposite them

Datacentre UK	Datacentre UK Limited of 5 Carolina Way, Quays Reach, Manchester, M50 2ZY
the Products	Equipment software and services offered for sale or supply by Datacentre UK
the Customer	The person organisation company partnership or firm who accepts Datacentre UK quotation for the sale of the Products or whose order for them is accepted by Datacentre UK
the Contract	A Contract for the supply of the Products Writing includes facsimile email and comparable means of communication

1. BASIS OF SUPPLY

- b) Datacentre UK shall supply and the Customer shall acquire the Products in accordance with
- c) any quotation of Datacentre UK which is accepted in Writing by the Customer or any order of the Customer which is accepted in Writing by Datacentre UK subject in either case to these conditions which shall govern the Contract to the exclusion of all else.
- d) Datacentre UK employees or agents are not authorised to make any representations concerning the Products unless confirmed by Datacentre UK in Writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- e) Any advice or recommendation given by Datacentre UK or its employees or agents as to the application or use of the Products which is not confirmed in Writing by Datacentre UK is followed or acted upon entirely at the Customers own risk and accordingly Datacentre UK shall not be liable for any such advice or recommendation which is not so confirmed.
- f) Any order or written acceptance of a Datacentre UK quotation made by the Customer shall be of no effect if written confirmation is not given by Datacentre UK within seven days.
- g) Datacentre UK may make and the Customer shall accept partial deliveries of the Products. Each delivery shall be considered to be the subject of a separate Contract and failure or delay by Datacentre UK to make one or more deliveries in accordance with the Contract or any claim by the Customer in respect of any one or more deliveries shall not entitle the Customer to treat the Contract as a whole as repudiated.

2. PRICES AND PAYMENT

- (a) Prices are those agreed in accordance with paragraph 2(a)
- (b) Subject to paragraph 7(d) payment will be due thirty days after invoice date which shall be on dispatch or provision of the Products except that for Educational Services payment will be due twenty eight days in advance.
- (c) Datacentre UK may maintain an action for the price at any time after expiry of the period mentioned in paragraph 3(b).
- (d) Interest on overdue accounts shall be payable at the rate of two per cent per month or part of a month.
- (e) Datacentre UK may vary the price of the products by notice in writing given to the Customer at any time prior to delivery.
- (f) The booking fee is non refundable, and the balance of the course fee is payable as stated in item 3(b) above.

3. TERMINATION

If the Customer breaches any of these terms and conditions Datacentre UK shall be entitled to treat the same as repudiated without prejudice to other rights and remedies in respect of such a breach. Any indulgence by Datacentre UK in respect of this paragraph shall not be deemed a waiver. Datacentre UK reserves the right to terminate the Contract forthwith without prejudice to Datacentre UK other rights in the event of any proceedings voluntary or involuntary against the Customer in bankruptcy or insolvency or in the event of the appointment of a receiver of any of the Customers assets or if the Customer should make any composition or arrangement with its creditors.

4. TITLE AND RISK IN THE EQUIPMENT

- (a) Risk in the Products shall pass on delivery but title and property therein shall not pass until the purchase price has been paid in full.
- (b) Until such payment the Customer undertakes to mark or otherwise identify the Products as being the property of Datacentre UK and hereby irrevocably authorises Datacentre UK to enter upon the premises where the Products are kept from time to time for the purpose of repossessing the same in the event of termination of the Contract by virtue of non-payment of the price or otherwise.
- (c) Datacentre UK may maintain an action for the price of the Products notwithstanding that title to the property in the Products may not have passed to the Customer.

5 Carolina Way Quays Reach
Manchester M50 2ZY

2nd Floor 5 Alford St
Mayfair London W1K 2AF

4100 Park Approach
Thorpe Park Leeds LS15 8GB



5. DELIVERY AND ACCEPTANCE

- a) Any delivery date agreed by Datacentre UK shall be an estimate only and not of the essence. The Customer shall accept the delivery of the Products when tendered by Datacentre UK. Datacentre UK shall not be liable for any delay in the performance of its obligations or the consequences thereof where such delay or non-performance is due to circumstances outside Datacentre UK reasonable control. If such delay continues for more than three months either party may terminate the Contract by notice in Writing to the other without penalty or compensation.
- b) Customers will be deemed to have accepted the Products once delivered or following the action of completion procedures in accordance with the order acceptance issued by Datacentre UK. The Customer will be deemed to have accepted the services provided by Datacentre UK unless within seven days of completion the Customer notifies Datacentre UK in Writing of specific deficiencies in the service provided.

6. CREDIT LIMIT

- a) Credit may be granted to the Customer from time to time at the sole discretion of Datacentre UK .
- b) Datacentre UK may vary the level of credit given and reserves the right to withdraw credit facilities and to suspend the delivery of the Products which are the subject of the Contract with the Customer should payment not be made within the credit period or where sums due by the Customer to Datacentre UK exceed the credit limit.
- c) For the avoidance of doubt it is hereby agreed and declared that Datacentre UK may decline to accept an order from the Customer if the value thereof when added to the sums due by the Customer to Datacentre UK would exceed the credit limit.
- d) Where no credit is given payment is due with order.

7. CLAIMS QUERIES AND RETURNS

- a) No claims in respect of shortages or discrepancies in or damage to the Products comprised in an order will be accepted by Datacentre UK unless notified to Datacentre UK within two working days of the date of delivery.
- b) Datacentre UK shall have no responsibility in respect of damage or shortages caused by the acts or the omissions of the Customer or other causes beyond Datacentre UK control.
- c) No claim in respect of any invoice as to inaccuracies in price discount terms of payment or any other commercial terms will be accepted by Datacentre UK unless received in Writing within ten days of invoice.
- d) No claim by the Customer that it has not received an invoice will be accepted unless notified to Datacentre UK in Writing within seven days from the date of the first statement of account from Datacentre UK identifying such an invoice.
- e) In any case referred to in paragraphs 8(a) 8(c) or 8(d) where no claim has been notified within the relevant period the Customer will be deemed to have accepted and be liable for the price of the Products in respect of which but for this paragraph a claim might have been made.
- f) If a claim is validly made under this paragraph which might entitle the Customer to return the Products Datacentre UK shall not be bound to accept such return or exchange the Products unless the Customer complies strictly with Datacentre UK's return procedures which are available on request. Where appropriate Datacentre UK reserves the right to charge a restocking fee as set from time to time.

8. SOFTWARE AND SOFTWARE LICENSE

- a) The Customers rights to use software is limited to those rights Datacentre UK is legally empowered to grant and the Customer agrees to observe the conditions of any license agreements applicable to such software.

9. LEASING

- (a) Notwithstanding paragraph 5 the Customer may with Datacentre UK approval in Writing enter into a financial arrangement with a third party whereby title in the Products shall pass to that party by payment by it of the price to Datacentre UK. The Customer continues to be bound by the Contract including these terms and conditions except in respect of payment in consideration for Datacentre UK agreeing to supply the Products to the third party.
- (b) The Customer shall promptly provide all such information and documents as are required for the arrangement of finance with a third party. Datacentre UK may maintain an action against the Customer for the price at any time after the expiry of the period mentioned in paragraph 3(b).

5 Carolina Way Quays Reach
Manchester M50 2ZY

2nd Floor 5 Alford St
Mayfair London W1K 2AF

4100 Park Approach
Thorpe Park Leeds LS15 8GB



10. WARRANTY

- (a) It is the Customers obligation to register the Products with the manufacturer to obtain manufacturer's warranty cover. Datacentre UK at its sole discretion may activate a warranty claim as agent and on behalf of the Customer with the manufacturer. Datacentre UK accepts no other responsibility for loss damage failure or defect of the Product under warranty.

11. TECHNICAL SUPPORT SERVICES

- (a) Datacentre UK shall make every endeavour to ensure a suitably qualified technician arrives at the Customers premises within the contracted response time.
- (b) Parts exchanged or replaced by Datacentre UK become the express property of Datacentre UK and include those items which have failed due to normal wear and tear but specifically exclude consumable items such as Diskettes, Print Wheels, Laser Toners, Drums, Printer Ribbons or other items regarded as consumable by the manufacturer.
- (c) Datacentre UK will charge for exchanged or replaced items and time costs incurred where repairs are a result of operator misuse accidental or malicious damage however caused damage caused by power surge incorrect location of the equipment unforeseen outside influences or the failure of a consumable item as defined in paragraph 12(b).
- (d) TFT and other portable computer screens and all such items are excluded from any technical support contract.
- (e) The Customer is solely responsible for stored data and the maintenance of such data. Datacentre UK accepts no liability whatsoever for any consequential loss of such data or any loss incurred arising directly or indirectly as a result of technical support services provided.
- (f) If in the opinion of Datacentre UK the Product under contract is beyond economic repair then technical support services will be withdrawn from that product unless the Customer purchases an equivalent replacement item from Datacentre UK.
- (g) The Customer shall not modify the Product subject to a technical support contract without approval from Datacentre UK in Writing.
- (h) The Product is contracted to be supported at a specific site and Datacentre UK has the right to make additional charges where extra costs have been incurred due to a relocation.
- (i) Each technical support contract is for an initial period of twelve months followed by a three month period of notice which may not be given prior to the end of the initial period.
- (j) Datacentre UK reserves the right to assign the technical support contracted to the Customer to another service provider.
- (k) Prices may be varied after the initial period by giving three months notice in Writing to the Customer.

12. EDUCATIONAL SERVICES

- (a) Bookings will be accepted once confirmed in writing with a valid purchase order number and receipt of the booking fee.
- (b) Cancellation of a confirmed booking is subject to a cancellation fee as follows:
 - 28 or more working days prior to start of course - nothing
 - 28 to 14 working days prior to start of course - 50%
 - Less than 14 working days prior to start of course - 100%.
- (b) There will be no charge for the substitution of a delegate.
- (c) Course rescheduling requests received for a confirmed booking are subject the following charges:
 - 28 or more working days prior to start of course - nothing
 - 28 to 14 working days prior to start of course - 50%
 - Less than 14 working days prior to start of course - 100%.

13. LIABILITIES OF DATACENTRE UK AND THEIR LIMITATIONS

- (a) Datacentre UK accepts liability for death or personal injury to the extent the same is due to the negligence of Datacentre UK or its employees in performing a Contract.
- (b) Datacentre UK accepts liability for any breach by Datacentre UK of the warranties as to title quiet possession and freedom from encumbrance which may be implied by law.
- (c) Where Software with the agreement of the Customer is commissioned or ordered by Datacentre UK from a third party Datacentre UK sole liability in respect of such Software shall be limited to assigning to the Customer those rights if any which it may have against the third party.
- (d) Datacentre UK accepts liability for direct physical damage to the tangible property of the Customer to the extent the same is due to the negligence of Datacentre UK or its employees in performing the Contract PROVIDED THAT Datacentre UK total liability for any such damage shall not exceed £250,000 for each event or series of events arising from the same cause.
- (e) In the event that Datacentre UK is proved to be in breach of the provisions of the Contract and after having been given a reasonable opportunity to correct any such breach fails to do so then it shall be liable to the Customer up to an amount not exceeding that part of the price of the Products (including V.A.T.) actually paid by the Customer to Datacentre UK at the date of a claim by the Customer.

5 Carolina Way Quays Reach
Manchester M50 2ZY

2nd Floor 5 Alford St
Mayfair London W1K 2AF

4100 Park Approach
Thorpe Park Leeds LS15 8GB



- (f) The liabilities specified in this paragraph and in paragraph 14 represent the total limit of liability accepted by Datacentre UK under the Contract for any single or series of claims arising from the same cause unless such claims arise as a result of a breach of paragraphs 14(a) or 14(b).
- (g) In no event shall Datacentre UK be liable to the Customer either for other or further losses costs or damages suffered by the Customer as a result of a breach by Datacentre UK of its obligations under the Contract for the supply of the Products including any consequential loss of business profits or savings and whether liability for such losses costs or damages arise in Contract tort or statute or out of any defect in failure of or unsuitability of purpose or delay in delivery of the Products or from any fundamental breach of the Contract by Datacentre UK or for any losses costs or damages whatsoever under the Contract where proceedings for such losses claims or damages began six months or more after the occurrence of the breach giving rise to the claim or the time when the Customer should reasonably have become aware of the facts constituting the cause of the action PROVIDED THAT this limitation does not apply in the case of a claim under paragraph 14(a) or 14(b).

14. INTELLECTUAL PROPERTY RIGHTS

If any claim of direct infringement by any of the Products of intellectual property rights in the United Kingdom is made against the Customer and the Customer promptly so informs Datacentre UK in Writing authorising Datacentre UK solely to defend or compromise such claims at its discretion then Datacentre UK shall be obliged to do so at its own expense PROVIDED THAT Datacentre UK shall have the option to provide the Customer with

- i) the right to continue using the Product or
- ii) a non-infringing replacement or change of the Product or
- iii) a refund of the price paid to Datacentre UK less depreciation calculated by reference to the age of the Product.

The foregoing states the entire liability of Datacentre UK in connection with claims based on or resulting from the alleged infringement of intellectual property rights and is conditional upon the Customer not doing or having done or omitted to do any act which may prejudice Datacentre UK defence of the alleged infringement and not having Datacentre UK to follow an instruction of the Customer or its agents which gives rise to the alleged infringement.

15. GENERAL

- (a) These conditions may only be modified or otherwise amended by written agreement signed by or on behalf of both parties subsequent to the signing hereof.
- (b) The invalidity of any provision or obligation hereunder or the contravention thereby of any statute law or regulation of any competent government authority shall not relieve either party of its other obligations nor deprive either party of the advantages of any other provision of the Contract.

16. FORCE MAJEURE & GOVERNING LAW

Datacentre UK shall not be liable for any loss or damage caused by delay or failure in performance of its obligations here under where this is incurred by any reason whatsoever beyond its reasonable control. The laws of England shall govern this Contract and the parties hereby submit to the jurisdiction of the English Courts.

5 Carolina Way Quays Reach |
Manchester M50 2ZY

2nd Floor 5 Alford St |
Mayfair London W1K 2AF

4100 Park Approach |
Thorpe Park Leeds LS15 8GB