

# We're here to help



## TECHNICAL SUPPORT or the HardSoft geeks!

If you have any tech issues with your new machine; you have a complete 3 years parts and labour warranty that includes free collection and re-delivery. To enable us to safely collect your computers for repair please keep the packaging for future use. We understand this may be inconvenient but bear in mind the resale value of a computer are higher in the original packaging. For ANY issues please contact our HardSoft geeks!

TEL: 0207 1111 643 Email: [support@hardsoft.co.uk](mailto:support@hardsoft.co.uk) Log a call online: <https://hardsoft-support.kayako.com/en-gb>

## Our Service Level Agreement

	flexi  lease / pure  rental
24hr access to online knowledge base and support portal	
Technical telephone support (M-F/9AM to 5:30PM)	
Response Time	Within 1hr
3 Year Parts & Labour Warranty	
Accidental Damage Cover	
Loan device for repairs under warranty	
New users and/or e-mail changes	
On-Site Support	
Annual Service Visit	 Optional
Data Erasure on returned equipment	

**\*SEE FOLLOWING FOR FULL TERMS AND CONDITIONS**

# Our Service Level Agreement

## 1. DEFINITIONS in this agreement are as follows:

**Maintenance:** Having the meaning ascribed to those by Clause 2 the Customer/the Purchaser. **The Service Hours: 9.00am to 5.30pm Monday to Friday excluding public holidays and national holidays. The Supplier's Representative: Any employee, agent or subcontractor of the Supplier or other third party.**

## 2. MAINTENANCE

The Supplier will provide Maintenance being the exertion of the best efforts (by such as it considers appropriate) to restore the Equipment to a reasonable operating condition following the customer's request for maintenance. The request will be diagnosed by our Technical department: Email - support@hardsoft.co.uk Tel - 0207 1111643 Web - <https://hardsoft-support.kayako.com/en-gb> Providing the fault is diagnosed by 11:30am we will arrange at our expense to collect the faulty equipment the same day. Should a fault be diagnosed after this time collection will be made the next business day. Goods should be packaged safely for transit, we are not liable for damaged caused in transit due to inadequate packaging. We will receive the faulty equipment the following business day where fault diagnosis/repair will continue. An update will then be available. The Supplier will aim to redeliver the laptop or Desktop unit within 7-10 working days. Best endeavors will be made at all times to resolve quicker. There is also the option for the customer to request a loan device whilst the unit is away for repair –see Loan Units section 6. HardSoft will endeavour to resolve Software problems via the telephone and remotely via the internet at no cost on all equipment supplied. Call out maintenance for software issues is not covered but is available at a fee.

## 3. SERVICES NOT INCLUDED

- (i) Work required as a result of operator error or any other improper use or accident to the Equipment or any failure or change in electricity, air conditioning, humidity control or other environmental or operating conditions recommended or approved by the Supplier or equipment manufacturer;
- (ii) electrical or other work external to the equipment;
- (iii) work on any item of the Equipment which has been moved, repaired or tampered with by any person other than the Supplier's Representatives;
- (iv) repair or replacement of consumable accessories such as magnetic tapes, disc packs, printer ribbons, ink, paper etc.;
- (v) repair to any software whereby the software manufacturer offers a fix or remedy;
- (vi) work where the configuration of the Equipment has been changed or additional hardware has been added to the Equipment without the Supplier's knowledge;
- (vii) diagnosis of failure of equipment not maintained by the Supplier;
- (viii) any fixing or patching of operating system or applications software not purchased from the Supplier. Where the Supplier considers that a peripheral hardware item of the Equipment is no longer readily maintainable, it may (on giving the Customer not less than ninety days prior notice) discontinue maintenance for that peripheral reducing the maintenance charge.

## 4. REPLACEMENT PARTS

The Supplier may provide a permanent replacement unit instead of repairing the defective part, and in that case on exchange that unit becomes the property of the Customer, and the replacement unit becomes the property of the Supplier.

## 5. DATA SECURITY

The Customer shall be solely responsible for ensuring it keeps adequate copies of its data and the Supplier is not obliged to replace or rectify data of the Customer which has been lost or corrupted for any reason, including the Supplier's negligence. In the case where data loss is due to Supplier's negligence, the Supplier will make reasonable efforts to help the customer retrieve that data.

DATA RECOVERY D4T and Gold Customers are entitled to a contribution of £500+vat towards cost of data recovery. The data recovery procedure must be completed by our trusted partner Ontrack for entitlement.

## 6. LOAN UNITS

If the Customers order includes for or has been offered a 'Loan Unit' then Hardsoft will ship on a next day courier (within the UK mainland) a computer of similar or higher specification to the faulty unit. We reserve the right to supply a Laptop unit in lieu of a Desktop unit. Cost of the delivery and collection are at HardSofts' expense. The loan unit will be collected from the customer after the successful delivery of the original repaired unit. The Customer is liable for any loss/damage to the loan unit.

## 7. ACCIDENTAL DAMAGE COVER

Flexi- Lease, Flexi-Lease Plus+, Pure-Rental & Pure-Rental Plus+ lease agreements qualify for this Cover. This cover lasts for the life of the agreement and includes for repair of damaged equipment at no cost. This Cover is not transferable to any third party and is canceled should the Lease be canceled. The cover applies to equipment located within the UK & Ireland. You should seek additional cover to cover a Claim in an overseas country. Our cover is subject to a maximum of one repair incident per year for equipment covered under any single Lease Agreement.

Exclusion – cover will not be provided as following

- (i) Negligent use, wilful abuse or misuse of the equipment by your or your agent
- (ii) Equipment which is airborne or waterborne, other than equipment whilst permanently located on ferries operated in connection with railways or on public ferries operating on scheduled routes.
- (iii) Equipment used in mining, logging, timber felling and processing or oil or gas exploration or processing, other than equipment located and used in the enclosed buildings whose use is incidental to activities in these industries.
- (iv) Please note that this cover does not provide cover for any liability arising out of the ownership or use of the insured equipment.
- (v) For loss or theft. You will need to insure the equipment for this. Policy excess

A policy excess of £29 plus VAT applies to each claim. Once a claim is agreed payment of the £29 plus VAT excess will be required before shipping of repaired or replaced goods

Devices for Teams also includes Accidental Damage Cover also as per exclusions mentioned above. Accidental Damage Cover for Devices for Teams is not free of charge - investment for cover as per below.

Device Cost per Year: Desktops £45, Laptops £55, iPads £40, iPhones £60.

\*Please note when making a claim on our Accidental Damage on Devices for Teams - Cover each device has an excess to pay as follows: Desktops: £45, Laptops: £55, iPads: £40 & iPhones: £60. One claim can be made on our Accidental Damage Cover, per device per annum.

## Claim process

If you suffer damage to the equipment that is covered under our Cover, simply call on 0207 1111 643 as soon as reasonably possible. You will be asked to complete a small form detailing any & all damage. Subject to receipt of all information requested a decision will then be made in 24 hours of the success of your claim whereby, at our cost, the equipment will be collected and repaired within a reasonable time frame. We do not accept liability for any of your consequential costs as a result of us removing the equipment for repair.

## 8. CHARGES AND PAYMENT

The charge for maintenance shall be payable from the date of Acceptance of the Agreement by both parties. For the agreed maintenance period of the contracted term, the Purchaser will be required to pay no fee. This period is Three years from time of delivery.

If the Supplier agrees to carry out work outside the Maintenance, including Software issues, the Customer agrees to pay the agreed fee. Such work is undertaken outside the terms of this agreement. This fee will also be applicable should we attend the Customers site and no fault is found. Our telephone technical department will endeavour to resolve all issues by telephone in the first instance.

## 9. ACCESS AND CO-OPERATION

The customer will provide the Supplier's representative on request with unrestricted access to the Equipment and will provide such further facilities and assistance as the Supplier's representative may reasonably require to enable him to carry out the work. Such assistance may include running time to test the Equipment. The Supplier shall not be liable where it is unable to provide maintenance or other services as a result of the Customer's failure to provide reasonable assistance. The Customer should ensure that its representative will be present at all times when the Supplier's representative is at the installation address, failing which the Supplier may suspend the work.

## 10. PURCHASER'S REMEDIES

- (i) Hardsoft does not exclude liability for death, or personal injury and, subject to Clause 8(iv), direct physical damage to tangible property of the Purchaser, provided such damage, death or injury is caused by the negligence of Hardsoft, its employees, agents or sub-contractors.
- (ii) The remedies of the Purchaser for any breach of the terms hereof by Hardsoft, shall be limited to damages.
- (iii) Where Hardsoft breaches the terms of Clause 2 of the Maintenance Schedule, the Purchaser shall give Hardsoft written notice thereof and shall thereafter permit Hardsoft every reasonable opportunity to remedy the breach. If after a reasonable period ("the Breach date"), Hardsoft fails to remedy the breach, the Purchaser will be given credit for it against future payments due for a period equal to the period from the date of giving notice to the date when the breach is remedied in respect of the specific item of equipment which has required repair and such allowance or credit set off shall be the maximum liability of Hardsoft in respect of any breach.
- (iv) Except as provided in Clause 8(i) of this Maintenance Schedule, In no event will Hardsoft be liable for any direct or indirect consequential loss or damage howsoever caused and even if foreseeable by Hardsoft other than to the extent specified in clause 8(iii) above in respect of such breaches to a maximum of one year's charges for the Equipment in any other case including any claims against the Purchase by any other party and the parties hereby agree such damages as being a fair and reasonable pre-estimate of the maximum loss or damage which the Purchase could suffer hereunder.
- (v) In addition to the foregoing, Hardsoft shall be under no liability for loss or damage on any consequential or indirect loss or damage arising from the performance or failure by Hardsoft to carry out an obligation additional or extraneous to the terms of this agreement which Hardsoft or its technicians may have undertaken to perform at the express wish of the Purchaser whether or not such loss or damage or consequential or indirect loss or damage is due the negligence of Hardsoft or its agents unless Hardsoft has agreed in writing to carry out such extraneous duty and the written agreement is signed by a duly authorised representative of Hardsoft.

## 11. FORCE MAJEURE

The Supplier shall have no liability for any failure or delay in carrying out its obligations under this agreement where such failure or delay is caused by any circumstances beyond its reasonable control including without limiting the comprehensive nature of this provision. Acts of God, strikes, labour disturbances and disputes (whether affecting the Supplier's own employees or others), legislative or administrative interference, war, or civil commotion. Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

## 12. CONFIDENTIALITY

Each party undertakes to and will use reasonable efforts to have its representatives:

- (i) keep secret and confidential information belonging to the other which they may learn in the course of their work and
- (ii) not use or disclose any copyright or other proprietary right which the other owns or is licensed to use. Except where such use or disclosure is necessary for the purpose of this agreement.

## 13. PERIOD OF AGREEMENT

This agreement shall subsist for the initial maintenance period calculated from the date at which the equipment was delivered continuing for a period of 36 months Either party may terminate the agreement if the other is in material breach of any of its obligations and, where the breach is capable of remedy, has failed to rectify the same within such reasonable time as the other may direct in writing. Where the Customer is in breach of any of its obligations (including the obligation to pay charges when due), under this or any other agreement between the parties, without prejudice to the Supplier's other remedies (including the right to terminate the agreement on a continuing or further breach), The Supplier may suspend the provision of its services. This agreement is terminable at any time by the Supplier on written notice, if the Customer being a body corporate enter into, or a petition is presented for its liquidation or if a receiver is appointed or if it calls a meeting of its creditors or ceases to carry on its business or is unable to pay its debts. The Customer acknowledges that the Supplier may already have or may enter into contracts or arrangements with third parties (such as the Equipment Manufacturers) by which the Supplier is dependent on the third party maintaining or supplying all or parts of the Equipment. The Customer accepts that if that third party terminates such contracts or arrangements this agreement shall automatically terminate in respect of that Equipment. The Supplier shall give the Customer as much notice (if any) as practicable of such termination but shall not be liable in any way for such termination in the absence of termination caused by the wilful neglect or default of the Supplier. In this event, the Supplier shall use his best efforts to offer an equivalent service from a third party. Termination of this agreement shall not affect any pre-existing liabilities of either party to the other.

## 14. ENTIRE AGREEMENT

The terms constitute the entire agreement between the parties and supersede all previous representations and agreements for the provision of maintenance or other form of support for the Equipment which shall cease to have any effect. No variation or addition to these terms shall be of any effect unless made in writing signed on behalf of the Customer and of the Supplier.

## 15. NOTICES

Notices shall be in writing and sent to the address of the appropriate party set out in the schedule, or to such other address as may from time to time (by notice to the other party) be designated, and notices shall be deemed to have been duly given;

- (i) on the date of delivery if delivery by hand;
- (ii) three days after the date of posting if sent by first class mail

In proving, service by post shall be sufficient to prove the envelope containing the notice was properly addressed, stamped and posted.

## 16. LAW

This Agreement is subject to English law and the parties submit to the non-exclusive jurisdiction of the English Courts.

For ANY issues please contact our HardSoft geeks!

**TEL: 0207 1111 643**

**Email: [support@hardsoft.co.uk](mailto:support@hardsoft.co.uk)**

**Log a call online:**

**<https://hardsoft-support.kayako.com/en-gb>**