

## Order Porter Quotation & Proposal Terms and Conditions

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## WELCOME

We are thrilled to partner with you to look after your IT infrastructure.

It is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our agreement.

However, we do want what is best for the safety of both parties, now and in the future.

This document is where it all starts. This is our terms and conditions for the quotation or order you may be currently reviewing. If you have any questions along the way, please feel free to contact us.

We cannot wait to start working with you!

Regards,

*The Team at ITC Service Limited*

## DEFINITIONS AND INTERPRETATIONS

**“Agreement”** means any arrangement between us and you (whether alone or in conjunction with any other person) for services and/or the provision of goods provided by us under an arrangement in connection with work agreed to be done or progressed for or on behalf of you or any other person at your request, including as set out in this agreement and any corresponding proposal;

**“Approver”** is responsible for the day to day yes or no decisions regarding your IT estate.

**“Commercials”** is a term used by us to describe the net value of our product and service.

**“Decision Maker”** is recorded by ITC as in a position of power within your business and has the ultimate say in all decision matters.

**“Order Porter”** is the name given to the mechanism used by us to provide you with electronic online versions of quotes and proposals. This is also your approval at signatory point.

**“Plan Fee”** means a quote provided to you by us;

**“Quotation or Proposal”** means a quote or proposal provided to you by us;

**“Rate Card”** means the schedule of rates, charges and conditions for the services of ours as set, and as may be varied, by us from time to time in our absolute discretion;

**“Response Time”** Response time is measured as the difference between the time we are first notified of a new service request as per the process outlined in our *general terms and conditions* and the time that we start providing service on the service request.

**"Service Request"** means any request for work that either you ask us to perform or we perform proactively on your behalf;

**"Services"** means the provision of any services by us including work, advice and recommendations;

**“Software”** includes software and any installation, update, associated software and any services provided in connection with any of these things;

**“VIP”** is an very important person who should be dealt with as a higher priority.

## OVERVIEW

We love simplicity – so in short;

You, “the details on your order porter approval window”

are engaging us: ITC Service Limited (05723976) of 9 Merchant Court, Monkton Business Park South, Hebburn, NE31 2EX

To provide:

The agreed managed services & support products in line with this order approval:

The services to you as outlined in our quotation or proposal for the value disclosed.

**You:** You have the authority to enter into this agreement on behalf of your business and will do everything you can to allow us to provide services.

**Us:** We have the experience and ability to do everything we have agreed with you and we will do it all in a professional and timely manner.

We will endeavour to provide a level of support to you and on top of that we will maintain the confidentiality of everything we process and store.

ITC Service Limited will form agreements based upon the type of our relationship. Types are as follows:

**One Time**, you may use us from time to time as and when you need us.

**Full Maintenance**, inclusive of labour onsite and remotely.

**Remote Support**, inclusive of labour remotely provided.

**Managed Services**, for the limited support given in the delivery of your utilised products purchased via us.

## OUR GENERAL TERMS AND CONDITIONS

Whilst this document makes up our general terms and conditions for our quotation and proposal approvals, sometimes a little more clarity is needed depending upon the nature of your order. These documents will help you understand that:

Link to a specific T&C's	Description of our full T&Cs
Supply of Goods and Single Services Terms and Conditions <a href="https://www.itcservice.co.uk/public/TermsAndConditions.pdf">https://www.itcservice.co.uk/public/TermsAndConditions.pdf</a>	Refers to the provision of services outside of any commitment periodical agreement. One Time customers may refer to this or customers that purchase one-time supply of hardware, software, or labour to complete a one off task.
Full and Remote Support Maintenance Terms and Conditions <a href="https://www.itcservice.co.uk/public/F&amp;RSM.pdf">https://www.itcservice.co.uk/public/F&amp;RSM.pdf</a>	This is the default rules for the supply of our labour in the actions of support. Including onsite, remote, and proactive monitoring.
Agreement Trading Terms and Conditions (for monthly, or period committed customers) <a href="https://www.itcservice.co.uk/public/AT.pdf">https://www.itcservice.co.uk/public/AT.pdf</a>	Contains the financial information about timing regarding your agreements. This is our default set of financial terms and conditions and gives you details about how quantities are calculated and the period to which they refer.
Bespoke Maintenance Terms and Conditions	Copies are available from your Account Manager on demand. You may from time to time need to agree the specifics of your support. These will be independently detailed in your Bespoke ITC Maintenance Agreement otherwise this document determines the outlines of your managed services provision.
Approved Software List (currently only available from your account manager)	ITC works with a list of approved software, that we know is safe and currently support by the software manufacturers. This list whilst available online, is updated twice per year. For a more current copy please contact our service desk.

## APPROVING A QUOTATION OR PROPOSAL WITH ITC

### ORDER PORTER

All ITC quotations and proposals are sent to you by our Order Porter system. This is the system of communicating the commercials for all our delivery of products and services to you. Accepting a quotation or proposal online via this mechanism is an acceptance of our terms and conditions and your approval to carry out the work detailed within. If you ever have any questions before accepting, you can use the “ask a question” section within the order porter system or contact us directly.

The order porter system will record the electronic signature of where you are signing from, the date, time, your system ID, your name, email and will attach your PO number across the lifespan of your order.

Please only approve order porter quotation and proposals if you are authorised to.

### COMMITMENT TERM

The minimum term that you have agreed to use our services is outlined in our quotation or proposal to you and is referred to as the commitment term. If you are ever unsure about your commitment term, please ask your Account Manager or our Accounts Team.

After the expiry of the committed term, an extension of the term will automatically commence equal to the period of the original committed term, unless earlier terminated as outlined in the ‘termination’ section below.


### WHAT HAPPENS NEXT

After accepting a quotation or proposal, your order will go through our procurement team who will organise the work detailed within. We will organise Ticket/s to create actions for our team to implement your purchase and Agreements for those items that have a reoccurring nature. Accepting the order on your behalf is acceptance of the terms and conditions for the relevant specific T&Cs.

# OUR RESPONSIBILITIES

## OUR RESPONSE TIME

We agree to respond to your service requests as follows.


	PRIORITY				
	1 Critical	2 High	3 Medium	4 Low	5 No Priority
First Response	1 hour	1 hour	4 hours	8 hours	3 working days


## SERVICE REQUEST PRIORITIES

What determines our priorities:

Step 1 – Assess Urgency

Step 2 – Assess Impact

	HIGH URGENCY	MEDIUM URGENCY	LOW URGENCY
	The whole organisation or site is affected	A large group of people are affected	One person or a small group are affected
HIGH IMPACT	Priority 1 Critical	Priority 1 Critical	Priority 2 High
The issue is critical and one or more major business processes are stopped.			
MEDIUM IMPACT	Priority 1 Critical	Priority 2 High	Priority 3 Medium
Operational efficiency is degraded, but there is either a reasonable workaround or other members of the team are unimpeded.			
LOW IMPACT	Priority 2 High	Priority 3 Medium	Priority 4 Low
There is an easy and effective workaround, so this is more irritation than a stoppage.			



Our SLA timers also depend on the priority of your issue or request. When you raise a ticket with us, we make an assessment based on the information you have given us.

We let you know the priority we have assigned, but are happy to take extenuating circumstances into account, if you think we have got it wrong. Perhaps the issue affects your customers, or key staff are having issues with a critical project with an impending deadline.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

If the support request is lodged outside our business hours our response time does not apply. We will still work on your service request as fast as possible, however it will be on a best effort basis.

The response time is the maximum amount of time (within your hours of cover) that it should take us to get back to you and confirm who is dealing with your ticket.

You will have noticed that Priority 5 was missing from the table on the previous page, tickets for Priority 5 will include:

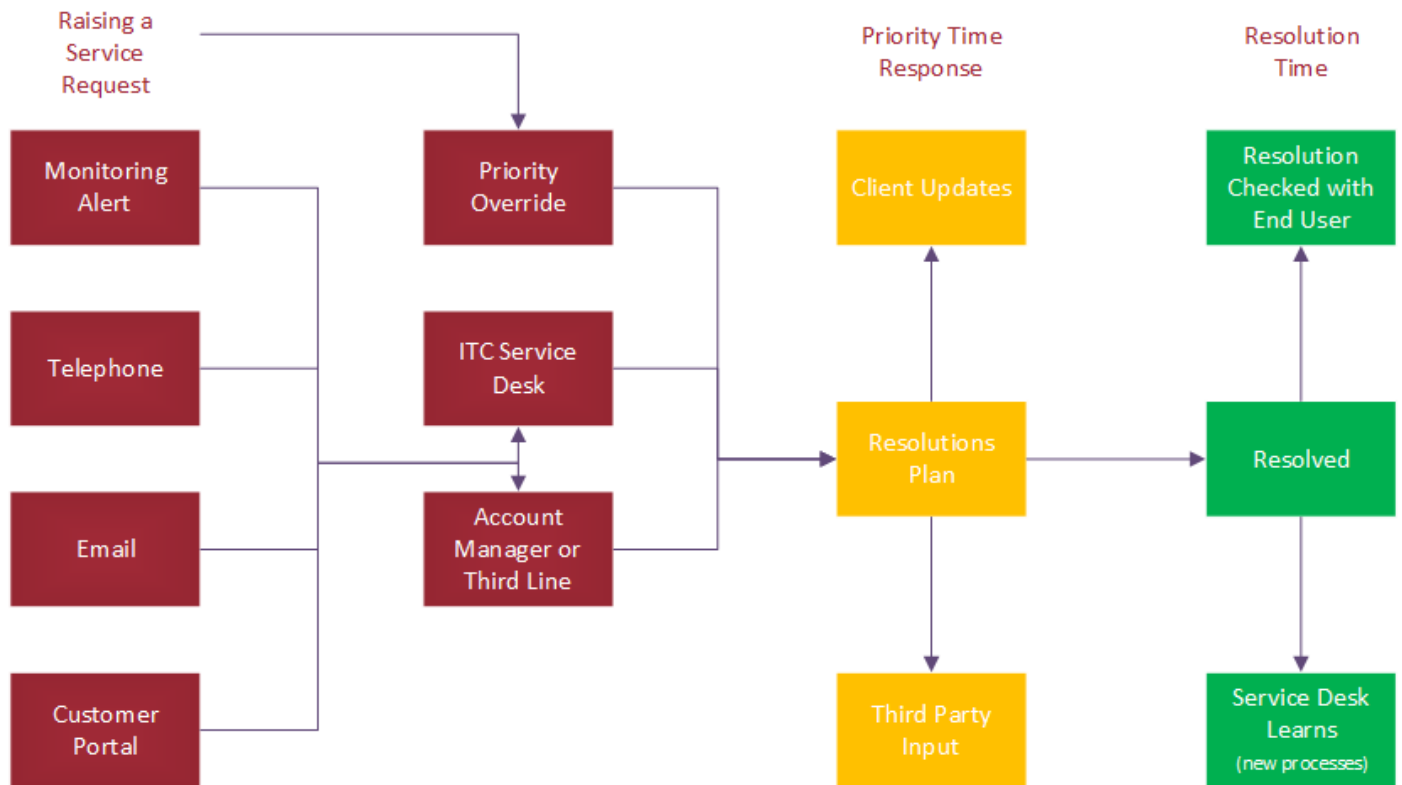
- Additions, moves or changes to users, devices, configurations, or network
- Issues lodged in any other manner than specified in this agreement and our general terms and conditions
- Issues lodged outside our business hours
- Items caused by hardware or software not meeting our minimum standards
- Service requests related to software not on our approved software list
- Service requests for issues that have been caused by you not acting on advice or recommendations given by us
- Service requests for issues caused by you or third parties modifying any hardware or software configuration
- Service requests for issues related to user-initiated virus and malware infections
- Service requests for issues involving the sourcing of hardware/software
- Service requests for hardware and software issues of items that are not under current warranty or maintenance coverage



## LOGGING A SERVICE REQUEST

All service requests must be logged through the normal methods as follows:

1. Automatically via Monitoring Alert
2. Over the Telephone to our Customer Service Team
3. By Email, you will receive an automatic acknowledgement, please make sure this is received.
4. Via our Customer Portal or our Monitoring Agent if you are activated for this service.



## ESCALATION

While we strive to provide you with the best possible support at all levels, we leave an open communication channel right up to director level for you in the event you ever need to escalate an issue further.

If you ever need to escalate a service request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

1. **Service Desk Team Leader**

**Name:** Andrew Turnbull

**Email:** a.turnbull@itcservice.co.uk

**Phone:** 0191 5946385

2. **Service Desk Manager**

**Name:** Adam Preshous

**Email:** a.preshous@itcservice.co.uk

**Phone:** 0191 5946386

3. **Your Account Manager**

The details of which will be headed on your quotation or proposal.

4. **Managing Director / CEO**

**Name:** Peter Anderson

**Email:** p.anderson@itcservice.co.uk

**Phone:** 07919 154375

Please note that these escalation points are not to be used for logging service requests.

## REPORTING OR QUARTERLY BUSINESS REVIEWS

Reporting and Reviews are available as part of any Bespoke ITC Maintenance Agreement.

## WORK OUTSIDE OF AGREEMENT

From time to time it may be necessary to assist with services that is outside of the remit of our agreement. Rates for services are described in our Trading Terms and Conditions. It is not unusual for our customers to have Bespoke Trading Terms. This would be detailed in any Bespoke ITC Maintenance Agreement, we would call this a Rate Card.

## YOUR RESPONSIBILITIES

### MINIMUM STANDARDS

There are some hardware and software requirements that you need to have in place, in order for us to meet Our Service obligations, these can be issued on demand. We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If you do not have all of these minimum standards in place before your Agreement start date, we will work with you on a plan to bring your network up to our minimum standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet our minimum standards.

However, if an item requiring support does not meet our minimum standards, it will be at our sole discretion whether we charge you for any time incurred for supporting that Item.

### APPROVED BUSINESS SOFTWARE

We work to support all software currently on our approved software list or that provided by this quotation or proposal and that supplied by us.

This doesn't mean that all other software cannot be installed, it simply means that if other software is installed, then it's up to our discretion whether we cover any service requests related any other software under the scope of this agreement. Our engineers are trained to support software on our list.

If we deem any service requests to be out of the scope of this agreement, we will ask for your approval before performing any work that may incur a charge.

This list may change over the time we work together under this agreement. Please always follow the link provided in Our General Terms and Conditions to check if you have any doubt.

### LOGGING OF SERVICE REQUESTS

The process for logging service requests is outlined in Our Responsibilities.

Critical and high priority service requests must be logged via phone only otherwise our response time will only be applicable at our P3-medium priority level for these.

It is important you and your team follow this process to ensure you are to receive the support at the levels we have promised.

You agree to make sure your team is aware of any restrictions you have in place regarding who is authorised to log service requests.

### ACCESS REQUIREMENTS

You agree to allow us full and free access to your IT infrastructure, your premises and your team for the purposes of providing the services in this agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge you for any extra time incurred. This is also the case for missed, scheduled appointments.

## APPROVER CONTACTS

You agree to nominate from your team at least one Approver. In the absence of this contact, we will refer to a Decision Maker or VIP.

When issues of critical and high priorities are happening, your team are to channel all communication through these people during business hours.

This allows our team to work most effectively in restoring your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Approver contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Approver contact is to also assist our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

## THIRD PARTY AUTHORISATIONS

To be able to assist you quickly in times of need, you need to make sure we are authorised to work with all your external vendors that we may require.

This includes but is not limited to your ISP, your web and domain hosting provider, your telephony provider, your third-party software providers. We will normally take the time to create these relationships when you become a customer.

If you start working with any new vendors that we will need to interact with after we start work on this agreement, you agree to make sure that we are authorised to act on your behalf on commencement of your relationship with the new vendor.

## INVOICING

You are responsible for paying your invoices by the Due Date agreed. Typical Terms are:

Agreement Invoices (any time frequency): 14 days

Product Invoices (Including One Time Labour): 30 days

Invoice queries can be directed to your account manager or straight to [accounts@itcservice.co.uk](mailto:accounts@itcservice.co.uk)

## PAYMENT METHODS

For your convenience we arrange payment via Direct Debit. Direct Debits are collected on 15<sup>th</sup> of every month for the amounts due to that date. This can often give you longer to pay than our Due Dates stated on every Invoice. In these circumstances you never need to make a payment when a Direct Debit is in place.

## CANCELLING AND AGREEMENT WITH ITC

### TERMINATION

You agree that if you need to terminate this agreement before the end of the commitment term, you agree to pay us the current agreement fee multiplied by the number of months left in the current commitment term within 14 days of providing us notification of termination.

Should there be any pricing adjustments made to this agreement during a commitment term, the plan fee used to calculate any termination payment will be based on the latter of the original proposal or any updated pricing adjustments made in writing from us to you.

All termination requests must be made in writing to: [accounts@itcservice.co.uk](mailto:accounts@itcservice.co.uk)