



**NK COMPUTER SERVICES LTD**  
11 Woodside End, Alperton  
Wembley, Middlesex HA0 1UR  
Tel: 020 8903 6770  
Fax: 020 8902 2005  
Email: sales@nk-computers.co.uk  
Website: www.nk-computers.co.uk

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Rev. August 2010

**COMPUTER NETWORK MAINTENANCE SERVICE AGREEMENT**

An Agreement made between NK Computer Services Limited (NK) and the **(CUSTOMER)** for the maintenance of the equipment's at **(CUSTOMER ADDRESS)** specified in the schedule **(NUMBER)** (attached) whereby during the continuance of this Agreement NK will supply and **(CUSTOMER)** will accept NK maintenance services for the equipment under the terms and conditions set out below.

- 1) This Agreement is made on **(DATE)** between NK & **(CUSTOMER)**.
- 2) This Agreement applies to the Equipment and location as specified in the Schedule numbered **(NUMBER)**.
- 3) This Agreement supersedes all previous agreements and arrangements between NK and **(CUSTOMER)** in relation to the equipment as described in clause 2 hereof and no amendments or variations shall be included or implied unless expressly agreed to in writing and signed by a duly authorized officer of both parties to the Agreement.
- 4) This Agreement shall run for an initial period of one year and thereafter will continue for the "working life" of the equipment or until terminated by either party giving one months' notice in writing to the other such notice to expire on an anniversary of the Agreement. The working life is normally three years for workstations and five years for server.
- 5) **SERVICE PROVIDED**

Between the hours of 0900 and 1700 Monday to Friday (excluding Statutory Holidays) and at NK's option (and for an additional charge) during evenings, over weekends and holidays, NK will supply a computer equipment maintenance service as follows:

- a) Preventive Maintenance routines as deemed necessary by NK usually made in conjunction with a fault call.
- b) Emergency maintenance visits to remedy component malfunction of the Equipment including the replacement of unserviceable parts.
- c) NK shall endeavor to respond within the response time specified in the Schedule. If a quicker response would be achieved and subject to approval by both parties, and strictly under the supervision of NK, remote support will be provided by NK by connecting to **(CUSTOMER)** server, workstations and other hardware. By signing this contract **(CUSTOMER)** fully approves of NK's remote connection to their Network.



VAT Reg No: 541 3465 61 Registered in England No: 02972698  
Registered Office: 5 Theobald Court, Theobald Street, Elstree, Herts, WD6 4RN  
Bank: Barclays Bank PLC, 220 Ealing Road, Alperton, Wembley, Middx HA0 4QH  
Sort Code: 20-01-89 Account Number: 00877018





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- d) NK shall use all reasonable endeavors both to remedy any failure as promptly as it is able and to keep the Equipment in good working order. Specifically, should any failure last longer than the Guarantee period as specified in the schedule, replacement equipment will be provided within the following eight working hours.
- e) NK's rate of charge covers complete cost for labour and software associated with normal use and fair wear and tear of the Equipment's. NK reserves the right to make additional charges to cover abnormal use of the Equipment, repairs due to other than fair wear and tear and service calls occasioned by other than Equipment malfunction such as operator error, program error, interruption of electricity supply & Viruses.
- f) NK is not legally liable for loss of data under any circumstances including all support & remote backup. Looking after their daily backups is entirely the responsibility of the customer. NK will retrieve all accessible data and restore it onto the server under the contract. If **(CUSTOMER)** decides to keep off-site backup at NK premises they do so at their own risk. NK will not be responsible for loss of tape or corruption of media at their site.

#### **6) CUSTOMER OBLIGATIONS**

The Customer will:

- a) Promptly inform NK of any malfunction of the Equipment, even if it does not immediately interfere with their use of the Equipment. The standard method for information is by sending an email to support@nk-computers.co.uk.
- b) Ensure that environmental and supply conditions suitable for the Equipment are maintained in accordance with the Manufacturer's and NK's recommendations.
- c) Allow NK access to the Equipment and provide reasonable facilities for NK's staff and will cooperate with them in the diagnosis of the Equipment malfunction.
- d) Keep and operate the Equipment in a proper and prudent manner, ensuring that only competent trained employees of the Customer are allowed to operate it.
- e) Not move the Equipment nor make any addition, modification, adjustment or external connection to it without the prior consent of NK which consent will not be unreasonably withheld.



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### 7) EXCLUSIONS

- a) This Agreement does not cover repairs to the Equipment to rectify damage caused by fire, flood, theft or any other cause which is covered by (CUSTOMER) insurance or in the event of (CUSTOMER) not having the relevant insurance, would be covered by the insurance which a reasonably prudent person could have been expected to have.
- b) Replacement hardware will be installed by NK on existing computers under the contract as long as (CUSTOMER) can provide the goods either purchasing from NK or from any other source as long as it is in a working order.
- c) Consumable items such as indicator bulbs, removable media such as floppy disks, printer ribbons and printer paper and batteries are not covered by this Agreement unless otherwise agreed in writing between the two parties.
- e) NK does not cover hardware replacement cost. Customers are recommended to purchase hardware warranty from manufacturer.
- e) Since administration passwords are held by companies IT administrator as well and have to be forwarded to other software vendors, NK will not be responsible for any loss of user profiles, data, emails, etc. to do with the servers.

### 8) PRIOR DEFECTS

NK shall not be liable to rectify any defects in the Equipment, which existed prior to the commencement date of this Agreement.

### 9) LIABILITY

NK accepts liability up to a maximum of £100,000 in respect of any claim or series of claims arising out of any one incident resulting in death or direct physical injury attributable to the negligence of NK its servants or agents. Subject thereto NK shall not be liable for any direct or indirect loss or damage whatsoever howsoever caused always excepting such loss and damage as cannot lawfully be excluded.

### 10) CHARGES

- a) NK's charge will be as herein stated for the first year of the Agreement. NK will give three months written notice of any variation thereafter reviews will normally be effective from anniversary dates of the Agreement.
- b) A charge may be made by arrangement where substantial, significantly younger or superior replacements are provided.



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### 11) INVOICING

NK will invoice **(CUSTOMER)** one month in advance, normally every twelve months. Any equipment added to the Agreement during the preceding twelve months will be charged immediately pro-rata to the next anniversary. **(CUSTOMER)** agrees to pay promptly and within 30 days of invoice date all sums due therein.

### 12) DEFAULTS

- a) Should the customer fail to pay in full the amount invoiced within 30 days of the invoice date NK may forthwith by notice terminate this Agreement without prejudice to its pre-existing rights.
- b) Whilst any payment due to NK remains overdue NK shall not be obliged to carry out any maintenance or other obligation under this Agreement.
- c) In the event of either party committing a substantial breach of this Agreement and failing to remedy such breach if it is remediable upon being requested in writing so to do or if either party shall commit an act of Bankruptcy or cease to pay its debts or call a meeting of its creditors or being a limited company shall have a receiver appointed of the whole or a substantial part of it undertaking and assets or shall commence to be wound up otherwise than for the purposes of amalgamation or reconstruction then and in any such case the other party may by notice in writing forthwith terminate this Agreement but without to existing rights hereunder.

### 13) FORCE MAJEURE

Neither party shall be under any liability for failures or delays attributable to causes beyond its control. Where such a cause makes substantial performance of the contract impossible either party shall be entitled to determine forthwith by notice in writing.

### 14) ASSIGNMENT

NK reserves the right to assign this agreement at their own absolute discretion subject to giving one month's notice in writing subject thereto the rights under this agreement are non - assignable.



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#### 15) ARBITRATION

Any question or difference which may at any time arise between the parties hereto concerning the provisions of this Agreement, the effect thereof or the rights and duties of the parties shall be referred to a single arbitrator to be agreed between the parties hereto or in default of agreement to be appointed by the President for the time being of the Institute of Electrical Engineers and such reference shall be deemed to be for any purposes a reference to arbitration under the Arbitration Act 1950 or any statutory modifications or re-enactment thereof for the time being in force. In the case of any disputes **(CUSTOMER)** shall not be entitled to set off sums otherwise due from him to NK notwithstanding any outstanding claim against NK howsoever arising.

#### 16) NOTICE

Any notice given hereunder may be sent by post or email (NK's address: [sales@nk-computers.co.uk](mailto:sales@nk-computers.co.uk)). The postal notice should be addressed to the party to be served at its registered office for the time being and a notice so sent by prepaid recorded delivery post shall be deemed to have been received by the party to which it is addressed at the time at which it would have been delivered in the ordinary course of the post.

17) This contract is in all respects subject only to English Law.

18) The foregoing terms and conditions are the terms and conditions on which NK enters into this Agreement and shall prevail notwithstanding any proposed variation or additional terms contained on any order or other document submitted by **(CUSTOMER)** for any service to be furnished hereunder.

19) The contract will be regularly updated and all clients should review the revised contract on the website on an annual basis when they receive copy of their renewal invoice.



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Contract No. : (NUMBER)

Signed on behalf of (CUSTOMER) \_\_\_\_\_

Name : \_\_\_\_\_

Position : \_\_\_\_\_

Date : \_\_\_\_\_

Signed on behalf of NK \_\_\_\_\_

Name : KISHOR NEGANDHI

Position : MANAGING DIRECTOR

Date : \_\_\_\_\_



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