



# Terms and Conditions

## General Working Terms and Conditions

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## Introduction and definitions

At Tranquil IT our goal is to produce, environmentally sound, scientifically designed, intuitive IT solutions which offer our clients the competitive advantage in business. We aim to provide the highest level of support for both our own hardware range and for any other types of IT hardware our customers require, leaving them free of the frustration and financial burden associated with traditional IT solutions.

The following general terms and conditions set out some important things we would like to make you aware of when purchasing goods or services from Tranquil IT.

## Definitions

'You' and 'Your' refers to the customer as the purchaser of goods or services from Tranquil IT.

'We', 'Us' and 'Our' refers to Tranquil IT.

## Quotes

- 1.1 All quotes provided are an estimate of the minimum costs based on the initial information provided by you. We will not proceed to undertake any works or provide any services until you have accepted the quotation, which will be provided via email.
- 1.2 Where costs are likely to exceed those quoted and further works are required, you will be advised by us. Further works will not take place without your permission, unless these works are critical to your system in which case, we might proceed without first seeking your permission. If such an instance should arise, we will inform you as soon as possible. In these circumstances you accept that you will be liable to pay for these works.
- 1.3 Where further works or materials are required you will be sent a revised quotation via email and works will not continue until you have accepted the revised quote.
- 1.4 If the works require a call out to site, a call out charge will be included within your quotation.
- 1.5 If your site is outside our area of coverage, you may also be charged additional costs to cover travel, these will be included within your quotation. Travel costs will be applied where your site is outside of the 30-mile radius.
- 1.6 All goods and software must be paid for in full before shipping and remain the property of Tranquil IT Solutions (South) Ltd until this time. Any works that require goods for completion will not be scheduled until cleared funds for prerequisite goods are received in full. Any labour time will be invoiced separately in accordance with the customers individual account terms.

## Hardware repairs

2.1. We will keep in regular contact with you when you bring in your hardware for repair by us, providing any updates using the method of communication that you chose when your hardware is dropped off.

2.2 All hardware repairs will be subject to an initial diagnosis by our helpdesk engineers. Where further faults are found beyond those initially reported you will be contacted by us to discuss how you would like to proceed.

2.3 You will be sent a quote for any hardware faults requiring replacement hardware or additional labour time. No works will be undertaken until you have approved the quote. All hardware must be paid for in advance of us placing any orders.

2.4 Payment for hardware repairs should be made upon collection. We can accept payment by cash, cheque, credit/debit card or online transfer. We reserve the right to retain your hardware until full payment has been received.

2.5 Prior to works being undertaken, we will duplicate the data on any storage devices such as solid-state drives and hard drives to lower the risk of potential data loss. Backed up copies of your data taken for the purposes of hardware repair will be kept for a period of 30 days following completion of works. This allows you to confirm all data is in place and for any missing data to be restored. After this time the data will be automatically deleted. Backed up copies of your data will be encrypted and only accessible to the engineering staff.

2.6 You must inform us of any missing data within 30 days of your hardware repair. We will not be liable for any missing data after this date and will not be able to recover your data once we have deleted cloned data.

2.6 You recognise that labour works undertaken by us might void any valid warranty and that disassembly of the hardware may pose the risk of further hardware faults. Tranquil IT will not accept liability in the event that such a fault arises.

## Hardware and software purchased through Tranquil IT Solutions

3.1 You can purchase hardware and software through Tranquil IT Solutions. We are able to supply you with hardware from third party suppliers as resellers of those products, or we can supply you with custom built hardware that has been designed by us such as the Fusion Desktop, Server and Storage Nodes.

3.2 All hardware purchased through Tranquil IT Solutions must be paid for in advance. Once payment has been received your hardware will be ordered.

3.3 If you wish to order hardware from Tranquil IT please send an email to [orders@tranquilit.net](mailto:orders@tranquilit.net) or ensure that any requests to individual members of staff are also copied to [orders@tranquilit.net](mailto:orders@tranquilit.net).

3.4 If you wish to purchase a custom-built server then you should give us at least four weeks' notice of your specification in advance of your required installation date so that we can provide you with a quote and source the required components. Please send any enquiries regarding custom built servers to [info@tranquilit.net](mailto:info@tranquilit.net) and [orders@tranquilit.net](mailto:orders@tranquilit.net).

3.5 Hardware that is purchased and provided by third party suppliers will be subject to the terms of warranty provided by that supplier.

3.6 If you have been provided with a quote for hardware that is needed to complete a project, an invoice will be supplied once you have accepted the quote and once payment has been received your product will be ordered and shipped to the address as supplied.

3.7 Tranquil Fusion desktops have a 3-year return to base warranty. Any issues experienced with the Fusion desktop should be reported to [support@tranquilit.net](mailto:support@tranquilit.net) or by telephone on 01279 658331 immediately.

3.8 All software purchased through us should be kept up to date. Software issues should be reported to [support@tranquilit.net](mailto:support@tranquilit.net). If you do not have a support contract, then a charge for any works undertaken will be applicable.

3.9 All hardware not recommended by, or purchased through Tranquil IT may not be fit for your requirements. We recommend that you contact our support team for advice on what products are compatible with your contract and support package and we shall advise accordingly. Should this hardware not be suitable for purpose, Tranquil IT shall recommend alternative solutions. Tranquil IT will not be liable for any hardware, or compatibility issues caused by products not recommended by the company.

## Response Times

4.1 When you contact us to raise a support issue (whether by telephone or email) we will aim to respond to you within the timeframes set out in your support contract.

4.2 When we contact you about your issue, we will also give you an estimated time for completion/resolution of your issue.

4.3 We will aim to ensure that your ticket is completed within the estimated timeframe, however, if there is any further work required, we will contact you first to make sure that you are kept up to date.

4.4 On-site call outs are subject to engineer availability and normally booked as per next available appointment. When an onsite visit is required, it will take place in accordance with the Response Times matrix within the Customer's Support Agreement. Consequently, there is no guarantee that an onsite Support visit will commence immediately or at the start of the next standard hours period (9.00AM)

## Programming / Web development

5.1 When you enter into an agreement for web design services with us, we will provide you with a contract for services that will set out the design schedule and project proposal. Key terms that we need to make you aware of are set out below.

5.2 You agree that you will be responsible for providing the programmer/web developer with the relevant information, content and materials required to meet the milestones and timescales for delivery set out in your agreement. Any delays in providing this information will result in a delay to the delivery of the overall project. You should make all reasonable effort to provide the relevant requested content within **2 working days**.

5.3 Payment should be made within 30 days of date of the invoice. Any delays to payment will result in further delays to the web design project. Development work will, in all cases, be suspended until overdue development invoices are settled in full. Payment rates will be set out and agreed in the web design contract. You will be billed in regular instalments as work is completed in tandem with code pushes to your private Gitlab repository (supplied by Tranquil IT).

## Liability

6.1 Tranquil IT accepts no liability in respect of problems that we are unable to remedy due to factors outside of our control. This includes and is not limited to; failure to keep software and operating system up to date, age and specification of your hardware and software, failure to provide the relevant discs, drivers and licences and lack of access to third party software. Issues due to power or power supplies failures.

## Termination/ Cooling off period

7.1 If you change your mind about any of our services you will have 14 days to cancel the contract. The 14-day period will begin the day after the contract is entered into. In most cases use of our services indicates your acceptance of our terms and conditions. For clients with support contracts or cloud services the terms of contracts can be viewed and managed in your client area. (<https://sentinel.tranquil.it.cloud>)

7.2 If you change your mind about any hardware that you have purchased you will have 14 days to return the item to us. The 14- day period will begin the day after the hardware is received.

7.3 If you change your mind about any software that you have purchased (such as office365 or anti-virus software) you will be able to cancel the subscription; however, this will depend on the duration of the subscription that you have signed up for. If you purchase an annual subscription, this will be charged up front and will be non-returnable, however, this can be cancelled so that the subscription does not renew. Monthly and quarterly subscriptions can be cancelled but you will be charged for the full period that you have used the product e.g. if you cancel after 14 days you will still be charged for the full month. You should inform us as soon as possible if you wish to cancel any subscription services.

7.4 Support Contract Customers can terminate the Agreement at any time with the provision of 90 days notice in writing following the expiration of the initial period.

7.5 If the Customer wishes Support Contract services to be ceased immediately or at any specific point during the 90 day notice period, the FULL charges for the 90 day notice period will remain applicable and payable in full by the Customer.

7.6 TRANQUIL IT can terminate services provided by TRANQUIL IT with immediate effect if the Customer becomes the subject of a receivership, winding up, administration or bankruptcy order (or a petition is presented in respect of any of these). Or, if it otherwise appears to TRANQUIL IT that the Customer is insolvent and unable to pay its debts as they fall due.

## Payment terms

8.1 Where we provide you with monthly services such as anti-virus, WAN connections, Cloud Services, IT support or office365 you will receive an itemised bill on a monthly basis. Payment will be due strictly within 30 days of the invoice date.

8.2 Payments that are made by any method other than direct debit will incur a monthly fee of £3 which will be automatically added to your bill. This is to cover the administrative costs of processing payments and chasing up outstanding debts.

8.3 Payment by direct debit will not incur any additional charges.

8.4 If a payment from yourself is not made for support charges or any part thereof, TRANQUIL IT may without prejudice to other rights, give notice in writing to you requesting payment within seven days, failure to pay within the seven day period may result in termination of the support services and TRANQUIL IT's obligations under the agreement.

8.5 All Data held by Tranquil IT will be deleted and destroyed 14 days after suspension of services in order to comply with the Data Protection Act 2018.

8.6 If payment terms are met after suspension date, but before data deletion, and you would like to continue your support services - a £40 administration fee to reactivate services will apply.

## Cancellation of services

9.1 If you wish to cancel one of your services with us you should give us at least 30 days' notice, (90 days for support contracts) in writing. This can be sent to [support@tranquilit.net](mailto:support@tranquilit.net) or you can send a letter to Tranquil IT Solutions, PO Box 12936, Bishops Stortford, Hertfordshire CM23 9NP. Upon termination we will send out a confirmation letter setting out the impact of cancellation, if any, on any remaining services.

9.2 If you wish to cancel other recurring monthly services you should give us at least 30 days notice in writing. This can be sent to [support@tranquilit.net](mailto:support@tranquilit.net) or you can send a letter to Tranquil IT Solutions, PO Box 12936, Bishops Stortford, Hertfordshire, CM23 9NP. You may be liable for any outstanding charges at the time of cancellation, Tranquil IT will notify you upon cancellation of any outstanding fees due.

## **Making a complaint about our services**

10.1 All complaints should be raised in writing and sent to [complaints@tranquilit.net](mailto:complaints@tranquilit.net). Our complaints team will investigate and provide a written response within 30 days setting out our findings and the outcome of your complaint.

10.2 If our response is not to your satisfaction, your query will be referred to a director of Tranquil IT for further investigation. A written response will be provided with 30 days.

## **Environmental Policy**

11.1 When being disposed of, all hardware will be recycled where possible.

11.2 Plastic parts will be removed and recycled when possible. All metal parts and screens will be stripped down and taken to Stort-Mill Recycling in Harlow Essex for recycling.

11.3 Where possible, all of Tranquil IT Solutions vehicles will be fuel efficient, hybrid or full electric vehicles. Tranquil IT utilise solar power to not only power their Datacenter solutions, but also, where possible, to charge our electric vehicles.

11.4 All cardboard and packaging will be recycled (where materials are recyclable) or will be reused for customer orders.