



Support & Maintenance

Contract Terms of Service

Rev 3.1.3 - Jan 2024

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Terms & Conditions

1.0 Definitions in this agreement

“Tranquil IT” shall mean Tranquil IT Solutions (South) Ltd, PO Box 12936, Bishop’s Stortford, Hertfordshire, CM23 9NP, Company Number 7212200

“Customer” means the company, organisation, person or persons that enter into the agreement for the supply of Support services.

“Users” and or “End Users” means the individual(s) using the products and or services

“Account” means the confidential file where the details of the customer are held.

“Agreement” means a contract for the provision of Tranquil IT’s Support Services signed by both parties (Tranquil IT and the Customer). The agreement declares that the customer accepts TRANQUIL IT’s Support & Maintenance Contract Terms and Conditions and agrees to the provision of services as outlined in the support schedule.

“Support Schedule” means the schedule to the Agreement listing the users or devices covered by the support contract as well as the Service Level chosen, this schedule will also list any additional software cover not detailed as part of these terms of service. The Support Schedule can be accessed through the Customers client area on the Tranquil IT Website.

“SLA” means the Service Level Agreement that dictates the Response Times provided by TRANQUIL IT to the Customer for Incidents and the availability / regularity of services.

“System Audit” means an assessment of the customer system(s) by a TRANQUIL IT consultant in order to gain the necessary understanding of the System for TRANQUIL IT to be able to supply the required level of service.

“The Initial period” means the period of 12 months from the date of commencement of the Support Contract.

“Subsequent period(s)” means the subsequent period (s) thereafter unless terminated by not less than 90 days written notice to expire at the end of the relevant year.

“Continuity” means the contract is deemed as renewed unless cancellation is received in writing with not less than 90 days’ notice prior to the annual renewal date, any variation on this cancellation notice is at TRANQUIL IT’s discretion

“Distributor” means any supplier to TRANQUIL IT Support Solutions Ltd

“Vendor” and/or “third party software vendor” means the company who has designed or developed the hardware or software

“Equipment” means the equipment specified in the Support Schedule

“Roaming Computers/ Users” means a workstation, mobile communication device or user that is not permanently located at the Customer’s site when the workstation or mobile communications device in question is owned by the Customer and is part of the Customer’s domain.

“Server Instance” means a deployed server operating system, whether physical or virtual.

“System” means the network, software, Server Instances, or any other item being maintained under the Agreement as defined in the support schedule of the Agreement

“Software” refers to the Software Products specified in the Support Schedule. “Software applies to all parts of software, to new releases, updates and modifications of the software.

“Support Hours” means the hours of service offered by this contract, details of support hours can be found in clause 5.1.

“Our representative” means any employee, agent or subcontractor of TRANQUIL IT SOLUTIONS (SOUTH) Ltd or other third party.

“Support Service” means any IT Support services as specified in the support schedule. Support may include both proactive and reactive actions to maintain the System’s accepted operational status. There will be times when Changes as opposed to Support are required to maintain the accepted operational status of the System. Such Changes may be deemed as being chargeable. In all such cases TRANQUIL IT will provide a recommendations document detailing required works and any expenses involved therein.

“Change(s)” mean a modification that is material or otherwise that alters the hardware or software configuration of the System defined in the Agreement.

“Remote support” means any support given to you by us that is not given on site.

“On Site Support” means the provision of support services by TRANQUIL IT at the customer site(s) as specified in the support schedule.

“Customer Site” means the Site or Sites specified in the Support Schedule at which the Customer operates the System defined in the Agreement with TRANQUIL IT.

“Chargeable Service” means any services which will attract an excess charge and is not covered under this service contract.

2.0 Commencement of Support Service

2.1 Upon commencement of the Support Service Agreement a System Audit will be performed, TRANQUIL IT may at its discretion require the system audit prior to commencement of the Support Service Agreement

2.2 The Customer accepts responsibility for the status of their System prior to the involvement of TRANQUIL IT.

2.3 Any deficiencies found during the System Audit will be noted in a recommendation's document and can be corrected or improved by TRANQUIL IT as a chargeable service..

2.4 The Customer is under no obligation to commission TRANQUIL IT to resolve issues discovered during the System Audit, however any faults found during the system Audit and not subsequently resolved by the customer prior to the commencement of support will not be covered under this agreement.

2.5 If the Customer does not wish to adopt recommendations for improving aspects of the System or resolve deficiencies highlighted or if there are omissions in the information provided by the Customer during the system audit, TRANQUIL IT retain the right to charge additional fees or impose reasonable limits on the Support provided for certain aspects of the System.

2.6 The fees for TRANQUIL IT's Support Service will be calculated based upon the number of devices or users, dependant on support type defined on the customers support schedule, for clarity these will be indicated also on the Customers monthly services invoice under the support section.

2.7 The Support Service Agreement will include the Support Schedule. This will be a list of the component parts of the support service and associated SLA's.

2.8 The usage of support services provided by Tranquil IT will be deemed as acceptance of the support schedule and therefore acceptance of what will be supported under the terms of the Agreement.

2.9 Support Schedules may require amending from time to time depending upon the Customer's needs and Changes to the System. Any such amendments will be updated directly to the Tranquil IT client area.

2.10 The Support Schedule may include Roaming Computers / Users (usually laptops or mobile communications devices) that are regularly away from the Customer's Site. Such computers must be owned by the Customer and of a configuration that is consistent with the computers at the Customers Site. Roaming Computers to be within the Customer's domain architecture and to have Tranquil IT approved Antivirus software installed.

2.11 The Customer will be required to provide confirmation of all Software Licensing applicable to the System either at the commencement of the Agreement or as required by TRANQUIL IT during the Agreement.

3.0 Requesting Support

3.1 All requests for Support from the Customer must be made via an approved contact method:

3.1.1 By telephone to our dedicated customer support number (+44 330 058 0868) or,

3.1.2 via e-mail to support@tranquilit.net or,

3.1.3 via an installed support agent or,

3.1.4 via our dedicated WhatsApp Business number (+44 7361 214843)

3.2 The Customer must inform TRANQUIL IT of any Incidents as soon as is practically possible. If there is a delay informing TRANQUIL IT of obvious warning signs then the fault may become more serious and cause additional impact for which TRANQUIL IT will not be held liable.

3.3 Upon receiving notification regarding an issue with the Customer's System, the issue will be logged as a ticket and a ticket number will be allocated. The ticket number along with details of the Incident will be stated to the Caller and a confirmation e-mail will be supplied to the address provided by the customer. Should the request constitute a chargeable service then a Job will be raised which will require authorisation from the Customer before works can begin.

3.4 In the event of the Customer wishing to query the progress of an Incident, the Customer must be able to state the specific ticket number to enable TRANQUIL IT to identify the Incident in question.

4.0 Delivery of Support

4.1 TRANQUIL IT retains the right to install 3rd party software on the Customer's System to facilitate the remote connection and delivery of Support to the Customer. In accordance with this right:

4.1.1 If at any stage following the commencement of the Agreement the Customer refuses TRANQUIL IT the right to install / use 3rd party software upon their System for the purposes stated in clause 4.2 above, TRANQUIL IT retains the right to revise any pricing previously agreed for the Agreement or to terminate the Agreement.

4.1.2 TRANQUIL IT warrant to the Customer that all 3rd party software installed upon the Customers System for the purpose stated in clause 4.2 above will be licensed accordingly by TRANQUIL IT.

4.1.3 The ownership of 3rd party software installed upon the Customer's System for the purpose stated in clause 4.2 above will remain vested in TRANQUIL IT.

4.1.4 The Customer can request that TRANQUIL IT demonstrate and explain what 3rd party software it intends to install on the Customer's System and for what purpose it is intended.

4.2 Whilst working on Incidents, Consultants will keep a record of the time they spend and the actions taken. This information will be logged in the TRANQUIL IT Support Application under the relevant ticket number.

4.3 No guarantees or commitments will be given regarding the length of time required for resolving Incidents.

4.4 In providing Support, Consultants regularly refer to colleagues for help and advice with specific issues in order to resolve incidents as quickly as possible.

4.5 To ensure that Incidents are resolved as quickly as possible and to reduce the reliance on individual Consultants, TRANQUIL IT retain the right to allocate Consultants to Incidents and actions within Incidents as they see fit, depending on the skills, experience and availability of Consultants.

4.6 Remote Support – Unlimited remote support during Support Hours is provided for all Customers with a support contract.

4.7 On Site Support – Unless otherwise specified in the Support Schedule All onsite appointments will attract a callout charge as follows:

a) Where an overnight stay, flights or accommodation are required these will be recharged to the customer inclusive of any applicable fees.

b) Where an appointment can take place in a single day, or part thereof, a callout charge of £150 will be levied

4.8 Limitations to Remote Support - At times it may not be possible to supply an onsite support service due to matters out of the control of Tranquil IT such as a global pandemic or other disaster. In this case where possible, Tranquil IT will endeavour to provide Hardware Repair through their Collect and Repair service.

4.9 TRANQUIL IT retains the right to decide whether Support will be delivered remotely or on site at all times. In the event that an onsite appointment is requested Tranquil IT will offer the next available appointment. At times the demand for onsite support can be very high, at such times Tranquil IT reserve the right to book Onsite Appointments in order of urgency as detailed in the following Matrix.

	Business Impact		
Customer Support Level	Low	Medium	High
Executive Private Client Contract	Medium Priority	High Priority	High Priority
Premium Support Contract	Low Priority	Medium Priority	High Priority
Basic Support Contract	Low Priority	Low Priority	Medium Priority

4.10 If as a consequence of Support being provided, software, other than that installed by TRANQUIL IT for the purpose of facilitating remote connection and the delivery of Support as stated in clause 4.2. is installed, configured or in any way utilised on the Customer’s System the Customer is responsible for having the appropriate license for the intended use of that software.

4.11 The Customer accepts that whilst TRANQUIL IT may advise on software licensing matters the Customer will be legally liable for maintaining, acquiring and proving that appropriate licensing agreements for all software in use on their IT System exists. Consequently the Customer will be solely legally liable to pay any fees, fines or other costs associated with software licensing except for software installed by TRANQUIL IT as per clause 4.1.

4.12 The customer will provide TRANQUIL IT or its representative with unrestricted access to the system and will provide such further facilities and assistance as the representative may require carrying out the work. TRANQUIL IT will not be liable for where its representative cannot provide support as a result of the Customer failing to provide such facilities or assistance.

5.0 Availability of Support

5.1 Standard Working Hours.

5.1.1 TRANQUIL IT's standard working Hours for the provision of remote Support services are:

9.00 AM – 5.30 PM Monday to Friday (excluding public holidays)

5.1.2 TRANQUIL IT's extended working Hours for the provision of remote Support services are:

8.00 AM – 8.00 PM Monday to Friday (excluding public holidays)

5.1.3 TRANQUIL IT's standard working Hours for the provision of onsite Support services are:

9.00 AM – 5.00 PM Monday to Friday (excluding public holidays including 1 hour for lunch).

5.1.3a Consultants will work on varying shift patterns within the hours stated above. This means that individual Consultants do not necessarily work from 9.00 AM to 5.30 PM on a daily basis.

5.2 Out of Hours / Holiday Periods.

5.2.1 TRANQUIL IT provide remote helpdesk Support during Out of Hours Periods which are the times beyond TRANQUIL IT standard working hours as outlined in clause 5.1 above, by pre-agreement only.

5.2.2 On Site Support will NOT be available during Out of Hours Periods unless explicitly stated in the Customer's Support Agreement or by special arrangement.

5.2.3 The full breadth and depth of TRANQUIL IT's technical skills and expertise will not be available during Out of Hours Periods. Consequently there may be instances when the on duty Consultant reaches the boundary of their experience causing Support to be suspended until other technical members of staff are available.

5.2.4 When other technical expertise and experience is required in relation to an Incident logged during an Out of Hours Period there is no guarantee that this will be available before the start of the next normal working day

5.2.5 Planned maintenance which requires downtime (e.g. Server reboots) can be scheduled for Out of Hours Periods, by mutual agreement, at no extra cost to customers with a support agreement.

5.2.6 TRANQUIL IT reserves the right to reduce these support hours during Christmas and New Year and will publish any change of hours prior to the period on the TRANQUIL IT website.

5.3 The Customer is responsible for giving TRANQUIL IT the authority to deal with 3rd party suppliers on behalf of the Customer. When such authority has not been provided, the Support that can be offered by TRANQUIL IT may be limited.

5.4 TRANQUIL IT cannot guarantee that the remote connection to the Customer's System will always be available due to issues with the Customer's System or other external factors beyond the control of TRANQUIL IT (e.g. Internet Service Provider problems).

5.5 When Remote Support cannot resolve the Incident and On Site Support is required, the On Site visit will be arranged for the soonest available point in time during TRANQUIL IT's standard onsite Support Hours 09.00 AM – 5.00 PM Monday to Friday. All onsite appointments will attract a callout charge. See clause 4.7

5.6 When an onsite visit is required, it will take place in accordance with the Response Times available within the Customer's Support Agreement. Consequently there is no guarantee that an onsite Support visit will commence immediately at the start of the next standard hours period (9.00AM)

5.7 When a Customer has an Incident that is being worked upon during normal business hours that remains unresolved at the end of their covered support period Support will not continue in the Out of Hours Period by default.

5.8 In order for Support on an Incident that remains unresolved at the end of a customers covered support period to continue and be worked on beyond 5.30PM, the Customer will be required to specifically request an immediate Out of Hours task to be logged within the Incident in question.

5.9 The Customer can opt to pay for Support during Out of Hours Periods either by:

5.9.1 Agreeing to a fixed fee as part of the overall contract cost in order to be able to log unlimited Out of Hours Support. The fixed fee will be stated in the Agreement.

OR

5.9.2 Agreeing to pay for Out of Hours Support on a pay as you go basis at an agreed hourly rate stated in the Agreement.

5.9.3 Minimum billing periods will apply when Support has been delivered for part thereof the billing period in question. (i.e. Up to 30 minutes of Support provision will result in a charge of 30 minutes of time. Between 30 and 60 minutes of Support will result in a charge of 1 hour of time etc...)

5.9.4 When Out of Hours Support is requested on a pay as you go basis, the fees for Out of Hours Support will be invoiced in arrears as/when applicable as a separate line item in TRANQUIL IT's Support invoices.

5.9.5 All Out of Hours Support Incidents logged will be subject to a minimum billing period of 30 minutes, followed by subsequent billing periods of 30 minutes.

5.10 TRANQUIL IT retains the right to revise the fees for Out of Hours Support from time to time and will notify Customers in advance in accordance with the guidelines stated in the Agreement.

6.0 Scheduled Maintenance

6.1 The customer agrees to make Supported Devices available for Scheduled Maintenance within the period of support cover when required and understands that all maintenance which takes place outside of supported hours will attract a charge.

6.2 Scheduled maintenance services will include, but are not limited to, checking successful operation of backup procedures, disk management and server updating/patching and other general servicing procedures.

6.3 Whereby an onsite appointment is required to perform scheduled maintenance a callout charge will apply as detailed in section 4.7

7.0 Chargeable Services

7.1 A chargeable Change may be in the form of urgent repair work deemed as being within the scope of the Support contract in order to maintain the accepted operational status of the System. Alternatively a Change may be an enhancement for security, stability, scalability or functionality reasons that will not be covered within the scope of the Support Service Agreement unless undertaken at the discretion of TRANQUIL IT as a proactive measure.

7.2 Requests from Customers for Changes to their System not deemed as being implicit within the ongoing Support duties required under the scope of this Agreement will normally be chargeable as separate pieces of work. TRANQUIL IT will however assess each request on a request by request basis. If a request can be completed via remote support within a 15 minute period there will not normally be a charge, any work requiring longer involvement will be charged in billing periods of 30 minutes at standard Tranquil IT Rates.

7.3 For separate pieces of work in the form of “consultancy” or “project work”, charges will be at the hourly rate as set out in the support agreement, unless a fixed price has been pre-agreed in the form of supporting quotes and proposals. The Customer will be required to confirm commencement of such work via sign off of a quotation or scope of works document.

7.4 TRANQUIL IT will always endeavour to seek the Customer’s approval for chargeable services in advance, however, TRANQUIL IT retain the right to perform chargeable works that fall outside of the Agreement without prior sign off if deemed absolutely necessary for the continued operation of the Customer’s System.

7.5 TRANQUIL IT retains the right to revise the fees charged for ongoing Support under the Agreement following the implementation of Changes.

7.6 Any Changes performed by TRANQUIL IT to the System will be Supported under the Agreement, once any warranty periods have expired, and pending agreement being reached on revised fees for ongoing Support (if applicable).

7.7 The Customer retains overall responsibility for their System. Any Changes made to the System by the Customer or a 3rd party instructed by the Customer, must be approved in principle prior to being implemented. However, such changes will only be covered by the Agreement once checked and approved by TRANQUIL IT upon completion of the implementation.

7.8 For such Changes to be approved upon completion, TRANQUIL IT must receive appropriate details from the Customer in a timely fashion in order to assess the impact they will have on the System and if they may cause the need for additional Support.

7.9 If accepted, with or without an increase to the fees charged via the Agreement, the Changes will be noted in the Support Service Agreement.

7.10 If Support is required for an unapproved System Change or another System, TRANQUIL IT will endeavour to provide Support under the terms of the Agreement, however TRANQUIL IT retains the right to refuse Support or impose additional charges as necessary.

7.11 New devices added to the Customers system will not automatically be added to the support contract unless requested. On request devices will be added to the schedule of support in the customers portal and the customers monthly invoice will be adjusted to reflect this. Likewise it is the responsibility of the customer to inform us of any devices or subscription software which is no longer required. Such subscriptions will continue to be charged for until notification is received.

8.0 Exclusions/Excluded Work

8.1 Customers must accept that computers, software and their associated products can be supplied in an imperfect state or can develop faults over time and that TRANQUIL IT's role is to reduce the effects of such imperfections rather than to eliminate them.

8.2 TRANQUIL IT retains the right to exclude 3rd party software from the scope of the Agreement.

8.3 When 3rd party software is included within the scope of the Agreement, Support will only be provided to users that have a reasonable level of competency and once the user has used help files and other resources available from the vendor. All 3rd party software must be explicitly detailed in the Support Schedule

8.4 TRANQUIL IT do not commit to having experts available for all 3rd party software and therefore cannot guarantee being able to resolve all Incidents relating to 3rd party software logged and will not provide training under the terms of the Agreement.

8.5 When 3rd party information or services are provided TRANQUIL IT can make no guarantees about quality or suitability.

8.6 TRANQUIL IT cannot guarantee that any 3rd party software including but not limited to Anti Virus, security and firewall software, whether or not recommended by TRANQUIL IT will keep computer(s) free of errors, viruses, worms, trojans, email spam, spyware, hacking or any other unauthorised access.

8.7 In certain circumstances when an issue exists with an aspect of the Customer's System, TRANQUIL IT may recommend a solution that will require a capital cost outlay by the Customer. Such costs will not be covered by the Agreement.

8.8 If the Customer chooses not to adopt the solution recommended by TRANQUIL IT and the issues continue, TRANQUIL IT retains the right to refuse or limit Support in respect of the item / issue in question. Alternatively a higher charge for continued Support for the item / issue may be introduced to reflect the additional effort that would not have been required if the recommendation were adopted.

8.9 TRANQUIL IT will require Administrator-level access to the System at all times and reserve the right to limit the permissions of all other users, including Customer nominated third parties in order to protect the integrity of the Customers computer system.

8.10 TRANQUIL IT cannot be held responsible for being unable to provide Remote Support due to a lack of remote access to the System, when the lack of remote access results from a problem with connectivity that is beyond TRANQUIL IT's control.

8.11 TRANQUIL IT will respond to Incidents in accordance with the Support Schedule that is specified in the Agreement.

8.12 TRANQUIL IT retains the right to decide the appropriate course of action for each Incident and will follow the necessary troubleshooting steps in order to diagnose and then rectify the Incident.

8.13 Depending upon the nature of the Incident, TRANQUIL IT may have to impose a workaround to rectify the Incident as opposed to a fix. Any workaround may be temporary prior to a permanent solution being instigated or permanent if the Customer decides not to proceed with a permanent fix.

8.14 A workaround may be of a technical nature or may involve changing a manual business process performed by the Customer.

8.15 TRANQUIL IT will always aim to return the affected area of the System to an acceptable operational state, however depending on the nature of the problem this may not be possible without Changes to the System being made as in accordance with the Changes as described in section 7.

8.16 TRANQUIL IT retains the right to not install, configure or Support any software for which the Customer cannot provide / produce a valid license for.

8.17 Other services not included as standard within the scope of the Agreement include:

8.17.1 Procurement of new or replacement hardware, software of whatever nature.

8.17.2 Installation, physical removal or relocation of hardware and software.

8.17.3 Provision of Hardware warranty for repairs or replacement of equipment including but not limited to networked PC's, servers, printers, photo copiers, fax and scanning machines (The Customer is responsible for keeping records of all 3rd party warranties and licenses).

8.17.4 Provision of Anti Virus Software (TRANQUIL IT will make recommendations but the Customer will remain responsible for purchasing the appropriate licence).

8.17.5 Technical or end user training on the Customer's System or 3rd party applications.

8.17.6 Maintenance of Internet connections, email and web hosting services and remote file storage services unless provided by TRANQUIL IT

8.17.7 Work required as a result of operator error or any other improper use, care of or accident to the system, or any failure of or change in: electricity, air conditioning, humidity control or other environmental or operating conditions not recommended or approved by TRANQUIL IT, or by the system manufacturer



8.17.8 Electrical or other work external to the equipment.

8.17.9 Work on any item of the equipment that has been moved, repaired or tampered with by any person other than one of TRANQUIL IT representatives.

8.17.10 Any changes to the agreed upon configuration and design of the Companies computer system, except updates supplied by software providers which may add additional functionality.

8.18 From time to time TRANQUIL IT will make recommendations for suitable Hardware Devices for the customer. These recommendations will reflect a device of suitable specification for the role required. Tranquil IT cannot be held responsible for any issues that occur as a result of a Customer choosing a device of lower specification than that recommended or from a supplier that is not recommended by Tranquil IT. Tranquil IT reserves the right to withdraw support at any time on any devices which are not fit for purpose.

9.0 Complaints

9.1 In the event of a complaint in respect of TRANQUIL IT's IT Support Services in whole or part, the Customer shall notify TRANQUIL IT at complaints@tranquilit.net as soon as possible.

9.2 In the event that the Customer is dissatisfied with the quality of performance of an agent of Tranquil IT , the Customer must inform TRANQUIL IT immediately, stating the basis for dissatisfaction. If, in the view of TRANQUIL IT, the situation merits it, TRANQUIL IT will withdraw the agent immediately and will use its reasonable endeavours to provide a replacement.

10.0 Invoicing and Payment

10.1 The Customer will be invoiced for TRANQUIL IT's IT Support Services in advance, and is payable from the date of production of the first invoice for services and will be subject to the following conditions:

10.1.1 For the initial period of the agreement the customer will not be required to pay any increased support charges. Subsequent period(s) may incur additional charges, and be increased at any time on or after the expiration of the initial period, subject to TRANQUIL IT providing written notification no less than 30 days before such increase.

10.1.2 Upon the customer terminating the Support Service Agreement payments or arrears will be proportionate up to the date of contract termination.

10.2 Where a customer is making payment on 30 day invoice terms and customer's payment of monthly invoices is not made promptly by standing order or BACS for a period of 3 months. TRANQUIL IT reserves the right to change the payment method to Direct Debit or to cancel the customers support services.

10.3 If a payment from the Customer is not made for support charges or any part thereof, TRANQUIL IT may without prejudice to other rights, give notice in writing to the customer 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.

10.4 For work performed on behalf of UK registered organisations all amounts invoiced will be subject to VAT payable at the then prevailing rate, The total support charges for the agreement will be detailed in the support schedule exclusive of VAT.

10.5 A late payment fee of £45 will be applied to any support charges not settled within their 30 day term. An additional £100 late payment fee will be levied in the event that payment is not received within 60 days at which time any such debts may be passed to third party debt collectors. TRANQUIL IT reserve the right to reclaim any costs incurred in collecting such debt.

10.6 All contract pricing will increase Annually on the 1st April in line with the consumer price index to account for inflation.

11. Warranty/Guarantees

All repairs carried out by TRANQUIL IT or our representatives shall be guaranteed for a period of 30 days. This guarantee does not affect the Customers statutory rights.

12. Data Security/Recovery

TRANQUIL IT will not be held responsible for any data corruption or loss, howsoever caused. Should any such data loss occur and the customer is covered by an appropriate level premium contract which provides Disaster Recovery cover then TRANQUIL IT will make every effort to recover the data. Should 3rd party specialist data recovery services be required, then it is the customer's responsibility to cover the cost for this. Premium contracts that provide disaster recovery cover will cover the labour costs required to restore the system to its prior condition. All labour time for customers without such cover will be charged according to TRANQUIL IT's standard rates.

We follow all guidance as laid out in the The Data Protection Act 2018 legislation as Data processors. We are not responsible for your data, however we will actively support the Customers data controller in keeping data as secure as possible.

13.0 Termination of Agreement

13.1 The Customer can terminate the Agreement at any time with the provision of 90 days notice in writing following the expiration of the initial period.

13.2 If the Customer wishes support 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.

13.3 TRANQUIL IT can terminate the Agreement or any aspect of 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.

13.4 TRANQUIL IT shall be entitled to terminate the Agreement in the event that the Customer commits a material breach of the Agreement and fails to remedy the breach within 30 days of receipt of written notice from TRANQUIL IT.

13.5 The customer shall be entitled to terminate the Agreement in the event that the TRANQUIL IT commits a material breach of the Agreement and fails to remedy the breach within 30 days of receipt of written notice from the customer.

13.6 Any termination shall be without prejudice to TRANQUIL IT's other rights or to the Customers liability for amounts payable under the Agreement.

13.7 In the event of termination of the Agreement, TRANQUIL IT retains the right to uninstall any 3rd party software from the Customer's System that TRANQUIL IT own the licence for or that TRANQUIL IT have installed on behalf of a 3rd party who own the software licence.

14. Assignment

We may assign, subcontract or otherwise dispose of our obligations under the Agreement or any other agreement between the parties to any other party. Specifically, where we procure that a third party (such as the system manufacturer) provides a preventative maintenance routine, telephone, remote or on site support or other services to the customer, the customer shall be bound by any additional terms which the third party may impose either on TRANQUIL IT or the customer, and if there is any inconsistency between the terms of business of the third party of and the terms of the Support Services Agreement the terms of the third party terms shall prevail. The customer may not assign the Support Services Agreement without prior written consent by a director of TRANQUIL IT.

15. Confidentiality

Neither TRANQUIL IT or any of our representatives or customers will, without the other's written consent, disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the period of the agreement or otherwise, except as required by law or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this clause.

16. Limitation of liability

16.1 TRANQUIL IT is not responsible for the loss of Customer data. TRANQUIL IT is responsible for ensuring the backup software and related hardware (when applicable) is set up correctly, however, the Customer is ultimately responsible for ensuring the appropriate backups are completed and that data is taken off site or otherwise secured appropriately. It will be the Customers responsibility to change backup volumes as required.

16.2 The liability of TRANQUIL IT for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the aggregate price paid for the services under the Agreement up to the date in question.

16.3 In no event shall TRANQUIL IT, it's partners or suppliers be liable for costs of substitute goods or services, nor will they be liable for loss of profits, loss of data or any indirect, special, incidental, consequential or punitive damages however caused, whether due to a breach of contract, negligence or otherwise unless such liability is determined by a Court of competent jurisdiction, without further recourse to appeal, that it was caused by gross negligence, wilful misconduct or fraudulent acts, by TRANQUIL IT.

17.0 Force majeure

17.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including but not limited to fires, terrorist activity, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, requirements or regulations of any civil or military authority (an “Event of Force Majeure”).

17.2 If a default due to an Event of Force Majeure shall continue for more than twelve [12] weeks then the party not in default shall be entitled to terminate the Agreement. Neither party shall have any liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure.

18.0 Entire Agreement

18.1 The Support Services Agreement supersedes all prior Agreements made between TRANQUIL IT and the Customer for the provision of Support services and constitutes the entire Agreement between the parties relating to TRANQUIL IT’s IT Support Services.

18.2 The Agreement does not supersede the General Trading Terms and Conditions of TRANQUIL IT for any other business activities that the parties are or have been engaged in or may be engaged in the future.

18.3 No addition to or modification of any provision of these Terms and Conditions shall be binding upon the parties, except as set out herein, unless made in writing and signed by a duly authorised representative of each of the parties.

18.4 If any term, clause or condition of these Terms and Conditions is in violation of any applicable law, statute or regulation, the term, clause or condition in question shall be deemed as being deleted without effect to the remainder of these Terms and Conditions.

18.4.1 These Terms and Conditions shall remain in full force as if the deleted term, clause or condition had not been included. TRANQUIL IT and the Customer will negotiate, in good faith, alternative terms, clauses or conditions to those deleted that are mutually acceptable to both parties.

18.5 Headings are included for convenience only and shall not affect the interpretation of the Agreement.

19.0 Sole appointment

The customer shall not allow any person other than TRANQUIL IT or one of its representatives to support the system(s) nor will they allow any third party access to supported systems without the express written permission of TRANQUIL IT.

20.0 Notice

20.1 Any notice given under the Agreement by the Customer to TRANQUIL IT shall be provided in writing by post as set out below:

20.1.1 Postal address: Tranquil IT Solutions (South) Ltd, PO Box 12936, Bishop's Stortford, Hertfordshire, CM23 9NP.

20.2 Any notice given under the Agreement by TRANQUIL IT to the Customer shall be provided to the Customer as set out herein and in accordance with the contact details for the Customer stated in the Agreement. The Customer may change contact details from time to time if required, by the provision of notice to TRANQUIL IT.

21.0 Governing Law

The Agreement shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.