



Agreement for the provision of
IT Support Services
between

Our IT Department Limited.
&
LEISUREJOBS.COM LTD

Agreement produced by Our IT Department Ltd.
Dated 12 March 2018

Agreement for the Supply of Maintenance and Support Services.

This agreement is made on the 12 March 2018

BETWEEN

Our IT Department Limited a company incorporated in England under Companies House number: 04640762. Whose registered address is: ONE FLEET PLACE, LONDON, EC4M 7WS. (“The Supplier”)

AND

LEISUREJOBS.COM LTD a company registered in England under Companies House number: 03442536. Their registered address is Unit 14 Cloisters House, 8 Battersea Park Road, London, SW8 4BG. (“The Client”)

1. Interpretation

In this Agreement:

- 1.1. “Equipment” means the computer hardware (including operating system software) summarised in Schedule 2
- 1.2. “Initial Period” means the initial period of this agreement as specified in Schedule 1
- 1.3. “Location” means the physical situation of the Equipment as described in Schedule 1
- 1.4. “Maintenance Service” means any goods, services or advice to be provided by the Supplier to the Client as detailed in Schedule 1 to this Agreement;
- 1.5. “Specified Sum” means the agreed consideration to be paid by the Client to the Supplier for the Maintenance Service as detailed in Schedule 2 to this Agreement.
- 1.6. “The Commencement Date” is the agreed date for the start of the service as defined in Schedule 1.

2. Agreement

In consideration of the payment of the Specified Sum by the Client to the Supplier, the Supplier shall provide the Maintenance Service.

3. Variations to Maintenance Service

- 3.1. The Supplier shall provide the Maintenance Service to the Client subject to the terms of this Agreement.
- 3.2. Because of the nature of the work to be undertaken by the Supplier, both parties accept that it may be necessary to agree to alter or adapt the Maintenance Service and that any additional works beyond the scope of the Maintenance Service may not be included in the Specified Sum as detailed in this Agreement. Where this is the case the Supplier shall inform the Client and not incur any expense without prior written approval from the Client. The parties therefore accept that any changes or additions to the Maintenance Service, the terms of this Agreement or the Specified Sum will be valid only if agreed in writing by the Supplier and the Client.

4. Charges

- 4.1 In consideration of the Maintenance Service the Client shall pay the Specified Sum periodically in advance as specified in Schedule 2. No payment shall be considered made until the Supplier receives it.
- 4.2 Any pre-agreed charges payable by the Client hereunder in addition to the Specified Sum shall be paid within thirty days after receipt of the Supplier's invoice therefore
- 4.3 Where the Supplier becomes aware of equipment at the Location which is not included in the Equipment and in respect of which the Client requests any maintenance services ('Additional Equipment') the Supplier will charge for it according to the rate set out in Schedule 2 such charge backdated and to be added to the Specified Sum in respect of future payments
- 4.4 It is agreed that the per unit charges making up the Specified Sum shall not be subject to any increase for a period of three years from signature of this Agreement.

5. Exceptions

- 5.1 The Maintenance Services include any maintenance of the Equipment which is necessitated as a result of fair wear and tear. The Maintenance Services do not include any maintenance of the Equipment, which is necessitated as a result of
 - 5.1.1 Act of God, fire, flood, war, act of violence, or any other similar occurrence; or
 - 5.1.2 Any attempt by any person other than the Supplier's personnel to adjust, repair or maintain the Equipment; or
- 5.2 The Maintenance Services do not include:

- 5.2.1 Repair or renewal of tapes, disk packs, printing cartridges or other consumable supplies;
- 5.2.2 Building Electrical or other environmental work/air conditioning external to the Equipment;
- 5.2.3 Maintenance or support of application software.

6. Replacement

- 6.1 The Supplier reserves the right to suggest the replacement of the whole of the Equipment or any part or parts thereof which may be found to be faulty or in need of investigation and such replacements will be charged at cost to the Client subject to the clients prior written authorisation.
- 6.2 The provisions of this Agreement shall apply to all replacements and renewals of any part or parts of the Equipment made by the Supplier (with the Client's prior written authorisation) during the continuance of this Agreement

7. Client's obligations

During the continuance of this agreement the Client shall:

- 7.1 provide the Supplier with full access to their premises and Equipment and relevant personnel for the purposes of this Agreement;
- 7.2 provide such telecommunication facilities as are reasonably required by the Supplier for testing and diagnostic purposes at the Client's expense;
- 7.3 (subject to any back-up services that may be supplied by Supplier from time to time) keep full security copies of the Client's programs, data bases and computer records in accordance with best computing practice.
- 7.5 to ensure that relevant third party infrastructure suppliers (e.g. ISP or telecom providers) to the Client are authorized to speak to the Supplier (so that Supplier may liaise directly with them), and where direct contact is not possible between Supplier and such third parties the Client agrees to expediently follow up with such third parties in respect of issues identified by the Supplier as being the responsibility of the relevant third party, and to inform the Supplier when the issue is resolved;
- 7.6 The Client shall be responsible for ensuring the accuracy of all data or other information provided to the Supplier in the course of this Agreement.

7A. Supplier Obligations

Supplier shall provide the services set out at schedule 1 to the best of Supplier's ability and in accordance with the parameters set out at schedule 1.

8. Duration

This Agreement shall commence on the Commencement Date as stated in Schedule 1, and shall continue for the Initial Period and shall remain in force thereafter until terminated by either party in accordance with Section 12 of this Agreement.

9. Warranties

- 9.1 The Supplier warrants to the Client that the Maintenance Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with Schedule 1 to this Agreement and any timetables or other targets agreed.
- 9.2 Where, in connection with the provision of the Maintenance Service, the Supplier supplies any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Supplier (and where this is not possible the Supplier shall inform Client in advance).

10. Limitation of Liability

These conditions shall not be deemed to constitute or imply any warranty by the Supplier that the Equipment will at all times operates satisfactorily without malfunction, and the Supplier gives no such warranty. The Maintenance Services have been negotiated and agreed by the Supplier with the Client in the context of information provided by the Client as to the Client's particular needs and requirements. The Maintenance Services have been prepared and costed accordingly. Therefore:

- 10.1 The Supplier shall have no liability to the Client for any delay, loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client;
- 10.2 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the Client making use of the Maintenance Services for any purpose not clearly disclosed to the Supplier or from the Client allowing a third party to make use of the Maintenance Services;
- 10.3 Except in respect of death or personal injury caused by the Supplier's negligence or in relation to fraud or theft, or as expressly agreed in writing between the parties, the

Supplier shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any indirect loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims which arises out of or in connection with the provision of the Maintenance Service or its use by the Client.

- 10.4 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the entire liability of the Supplier under or in connection with a claim under this Agreement or the Maintenance Services shall not exceed an amount equal to six times the Supplier's total monthly anticipated charges for providing the Maintenance Services as detailed in Schedule 2 to this Agreement.

11. Confidentiality

- 11.1 Both parties will take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other party in the provision of the Maintenance Services remain confidential to the parties. Such information will only be made available by the parties to those personnel who have a reasonable need to know of it for the purposes of this Agreement and the documents or other materials and data or other information or copies thereof will not be made available to any third parties. Either party is entitled to demand the return of all copies of any such documents or other materials and data or other information within 7 days by giving the other party written notice. Supplier will delete any Client data (or part thereof) within five working days of a written request.
- 11.2 This obligation of confidentiality will remain in force beyond the cessation or other termination of this Agreement.
- 11.3 This clause shall not apply to any documents or other materials and data or other information which are already in the public domain at the time when they are provided by either party, and shall cease to apply where either party is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the other party.
- 11.4 Both parties undertake that any information which is received from the other party in the provision of the Maintenance Services will only be used for the purposes of this Agreement.

12. Termination

- 12.1 This Agreement may be terminated by either Party for any reason whatsoever, giving written notice in accordance the Termination Period specified in Schedule 1. Such written notice may be served by email. Notice by post shall be accompanied by a copy by email. Notice by post shall be sent registered delivery and shall be effective upon the earlier of receipt or two business days after posting. Email notice shall be effective upon receipt provided no out of office notification is received. This agreement may be terminated by

the Client with immediate effect if Supplier fails to correct a breach of this agreement within ten days of a written notice that Supplier is in breach of this agreement and/or has failed to supply part of the Maintenance Service.

- 12.2 Any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party. Nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue on or after such termination.

13. General

- 13.1 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Maintenance Service, if the delay or failure was due to any cause beyond the Supplier's reasonable control. In the event of such an occurrence the Supplier shall keep the Client informed of the same.
- 13.2 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.
- 13.3 This agreement may not be assigned by either Party without the written consent of the other Party, except that each Party may, without such written consent, assign this Agreement to any purchaser of all or substantially all of the assets in the line of business to which this agreement pertains. Upon assignment, the rights and obligations under this agreement shall be binding upon and inure to the benefit of said purchaser or successor in interest.

14. Employment Restriction

- 14.1 During the term of this agreement (including any renewals and extensions) and for a period of one year after it's termination (for whatever reason) the client will not solicit or hire either directly or through any associated company, firm or person any personnel of the supplier engaged in the performance of this agreement at any time during the previous twelve months. If the client is in breach of this condition, the client, recognising that the supplier will suffer substantial damage, will pay to the supplier by way of liquidated damages (and not as penalty) a sum equal to the annual salary for the immediately preceding twelve months of the person concerned or such sum on a pro rata basis where the person concerned was employed by the supplier or was undertaking services for the supplier for less than the preceding twelve months.
- 14.2 During the term of this agreement (including any renewals and extensions) and for a period of one year after it's termination (for whatever reason) the supplier will not solicit or hire either directly or through any associated company, firm or person any named contact of the client who had been named at any time during the previous twelve months. If the supplier is in breach of this condition, the supplier, recognising that the client will

suffer substantial damage, will pay to the client by way of liquidated damages (and not as penalty) a sum equal to the annual salary for the immediately preceding twelve months where the person concerned was employed by the client or was undertaking services for the client for less than the preceding twelve months.

Signed by

.....
Alex Foster
Managing Director
For and on behalf of Our IT Department Limited

Signed by

.....
For and on behalf of LEISUREJOBS.COM LTD

Print Name Position.....

ONCE SIGNED, PLEASE SEND THIS DOCUMENT TO:
128-132 DORIC HOUSE, STATION ROAD, CHINGFORD LONDON, E4 6AB
FOR THE ATTN OF COLIN HALL.

Schedule 1 – Maintenance Services

Specific scope of this Agreement

Our IT Department Ltd undertakes to maintain the Client's computer systems and provide breakdown support and assistance on all operating system software and all hardware associated to Schedule 2, either by telephone, remote connection to the Client's network or, if necessary, site visit. The Supplier will perform preventative maintenance tasks on the clients systems regularly.

Services covered by the Specified Sum

- Unlimited Telephone support
- Unlimited Remote support (subject to the Client having availability of remote access)
- Unlimited Site visits
- Unlimited advice (strictly limited to service issues in relation to the Equipment , Network and its Operating Systems)
- Unlimited Hardware breakdown support (Does not include cost of parts used)
- Remote monitoring of servers
- Remote support of servers and workstations, monitoring of Anti-Virus

Exclusions: This agreement does not cover support for general application software or breakdown or servicing of printers, monitors or cabling infrastructure

Hardware Failure

All warranties for equipment will be held directly with the manufacturer. In the event of a hardware failure, the Supplier will endeavor to liaise with the manufacturer and undertake the manufacturers recommended course of action within reason on behalf of the client under the terms of this agreement to resolve hardware issues.

Scheduled Maintenance Services – General scope

During the continuance of this Agreement, the Supplier shall provide the following maintenance services in respect of the Equipment:

(1) Corrective maintenance

Upon receipt of notification from the Client that the Equipment has failed or is malfunctioning, the Supplier shall during Maintenance Hours (i.e. the Hours of Services set out below) make such repairs and adjustments to and replace such parts of the Equipment as may be necessary to restore the Equipment to its proper operating condition.

(2) Response time

On receipt of a request for corrective maintenance, if the problem cannot be satisfactorily resolved by telephone or remote control access the Supplier should despatch a suitably qualified service engineer to the Location within 4 working hours.

SLA LEVEL	RESPONSE TIME	EXAMPLES
Level 1 – Business critical	Immediate	Network failure Server hardware failure Disaster recovery Companywide email failure
Level 2 – Standard response	Within 4 hours (target time 1 hour)	Application issues Email issues User hardware failure Backup restore
Level 3 – Non-urgent response	Within 8 hours	New user/email accounts Project work Hardware/software Quotations

Hours of Service

Our operating hours are Monday to Friday, 09:00 to 18:00 (Bank Holidays not included). After-hours support is excluded from this agreement

Charges for work not covered by the Maintenance Service – Project Work

(Configuration & installation of systems, systems upgrades, office re-location, are examples of Project work.)

- Project work (office hours) £65.00 per hour
- Project work (evenings up to 22:00) £75.00 per hour
- Project work (evenings after 22:00 and weekends) £95.00 per hour
- Project work (Monday to Friday 9:00 to 17:30) one day £450.00
- Project work (weekends, & bank holidays) one day £675.00

Charges for work not covered by the Maintenance Service – Complex Work

(Complex work requires a senior engineer for: Server builds, Firewall configuration, VMware implementation, SAN storage solutions & Consultancy)

- Complex work (office hours) £95.00 per hour
- Complex work (evenings up to 22:00) £105.00 per hour

- Complex work (evenings after 22:00 and weekends) £150.00 per hour
- Complex work (Monday to Friday 9:00 to 17:30) one day £750.00
- Complex work (weekends, & bank holidays) one day £1,125.00

Training Issues

With the rapidly changing systems, many logs submitted are in fact training issues & not system faults. Wherever possible, an immediate answer or guidance will be given. Should onsite training be required, charges for training will be at your preferred hourly rate.

Timescales:

Initial Period: The contract start date is to be confirmed ("**Commencement Date**") and will remain in force for three months from the date of the inception and continue thereafter unless terminated in accordance with the terms herein.

Termination Period: Either party can terminate the contract by giving one full calendar month's written notice within the Initial Period and three calendar months' notice thereafter.

Location: Unit 14 Cloisters House, 8 Battersea Park Road, London, SW8 4BG

Contact: Prabu Prabakaran

Schedule 2 – Specified Sum

IT Support	Units	Cost per unit per month	Total cost per month	Total cost per annum
Local Device Support for Users on Azure RDS	40	£15.00	£600.00	£7,200.00
		Total	£600.00	£7,200.00

The Supplier will invoice the Client each month in advance the sum of **£600.00 plus V.A.T @ 20% = £720.00**

Invoices will be rendered in an agreed form and will be submitted to:

The Clients Purchasing Department.

The invoices will detail any agreed disbursements or other approved expenses incurred by the Supplier