

**Amanet Ltd**  
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## Terms & Conditions

### 1. General IT Support Agreement

This agreement is effective from --/--/---- between Amanet Ltd and Oakham Town Council.

Under these terms Oakham Town Council, retains the services of Amanet Ltd to advise, consult and support with respect to their Business Information, Communications and Technology Systems.

### 2. Scope of this Agreement

- a) Technical support for equipment and software identified during the system audit
- b) Telephone Support & Remote Assistance via remote desktop, email and telephone
- c) Pay as you go (PAYGo) Ad-Hoc IT Services

### 3. Duration

This agreement is effective from the date shown above until terminated by either party in accordance with the cancellation terms in this agreement.

### 4. Rates

Oakham Town Council agrees to reimburse Amanet Ltd at the following rates;

IT Telephone Support & Remote Assistance per user		Paid monthly	£15.00
O365 Licence (NCE Annual Commitment)	per user	Paid monthly	£14.00
Amanet O365 Administration & Management	per user	Paid monthly	£4.79
Cloud Backup Storage	per 50GB	Paid monthly	£12.50
Cloud Backup	per device	Paid monthly	£1.00
PAYGo IT Support	per hour	28 day account	£72.00
AntiVirus Protection & Monitoring	per device	Paid monthly	£3.11

Rates will be reviewed annually at the anniversary of this agreement.

## **5. Telephone Support & Remote Assistance**

Provides full access to Amanet Ltd's helpdesk for Telephone, Email and Remote support.

## **6. Regular On-Site Admin Visit**

If applicable, Amanet Ltd will attend site, on a regular weekly or monthly basis, as specified in the additional Rates, to carry out admin tasks which include such services and not limited to; desktop assistance for users, solution of certain issues that are otherwise difficult to resolve by remote support.

## **7. Amanet O365 Administration and Management**

If applicable, Amanet Ltd will administer and have full access to Oakham Town Council O365 Tenant, for the purposes the day-to-day management or users.

Unless otherwise stated this agreement does not include O365 user licences. Where applicable this will be by separate arrangement.

## **8. Pay-as-you-go (PAYGo), Ad-Hoc IT Support**

Where there is no CSRS in place, IT Support can be used on a Pay-as-you-go (PAYGo) basis, for all IT or technology requirements, such as but not limited to; on-site interventions for hardware breakdown or investigations, remote desktop or telephone support, preventative maintenance and health checks, training and consultancy and for any specific IT Consultancy & Technology projects.

- The minimum time chargeable per visit is one hour.
- PAYGo IT Support rates apply.

## **9. Consultancy and Support Retainer Scheme (CSRS)**

If applicable, this is a pre-paid, reduced rate, retainer scheme which can be used for all IT and technology support and consultancy requirements, such as, but not limited to; on-site interventions for hardware breakdown or investigations, preventative maintenance and health checks, training and consultancy and for any specific IT Consultancy & Technology projects.

- The minimum time deducted per visit is one hour. Time used will automatically deducted from the CSRS balance.
- Unused time at the end of the annual period will be automatically rolled over into the next annual period.
- When the pre-paid time balance reduces to below 20% a top-up invoice will be automatically issued. Unused time is not refundable.

## **10. Support Accessibility and Availability**

Support is provided Monday to Friday, 9am to 5pm excluding holiday periods. Out-of-hours requests are not covered by this agreement.

Support requests should only be raised using the following methods to ensure that requests and calls are answered, recorded, vetted and prioritised correctly. These methods must be used in preference to all other telephone numbers, email addresses or any other means.

- your designated support contact number; 01572770653
- by completing the support request form on our website; [www.amanet.co.uk](http://www.amanet.co.uk)
- by sending an email to our support team using [support@amanet.co.uk](mailto:support@amanet.co.uk).

Requests for support outside of the normal working day will still be received. Our operators will vet requests and Subject to availability and priority, pass to our Support Team. Urgent requests will usually be responded to regardless of the arrangement at our sole discretion.

Additional charges will apply for out-of-hours support in accordance with our PAYGo IT Support Rate specified. Non urgent out-of-hours calls will be returned the next working day.

No guarantee is given for response times, being at our best endeavours. We usually respond to requests, by telephone or email, within the same working day, at most by the end of the next working day. Resolution of issues, naturally, may be longer depending on the complexity of the issue.

#### **11. Passwords and other System Administration information**

Amanet Ltd will need access to, and where details are made available, maintain administration information which will include usernames and passwords for all services and accounts we are supporting, including but not limited to, servers, routers, wireless access points and other on-line portals, control panels and account details to facilitate us in providing support. These details will be kept securely in our records for use during the period of this agreement.

#### **12. Viruses, Malware and Health Checks**

Amanet Ltd are able to diagnose infection from Viruses and Malware over a remote connection however thorough removal of malicious code will always require full Health Checks on the system. This will require 'hands on' either on-site or in our workshop as determined appropriate at the time. Health checks and malicious virus removal is chargeable at the PAYGo IT Support rate specified.

Where installed, AntiVirus Protection alone will not prevent malicious code. Keeping staff regularly informed and educated in best practices to help prevent a attacked is strongly recommended. Various initiatives can be provide as required by separate arrangement.

This agreement does not include AntiVirus software licences. Where applicable this will be by separate arrangement.

#### **13. Customer Supplied Product**

Equipment supplied by Oakham Town Council or withdrawn from site by Amanet Ltd for the purposes of investigation or repair in the workshop is referred to as Customer Supplied Product and is treated as such.

All equipment received is assessed on receipt into the workshop. It is kept separate from other classes of products and goods and is suitably controlled to prevent loss or damage until return to site.

Responsibility and insurance cover against loss or damage, remains with Oakham Town Council whilst the equipment is in transit and in the workshop.

#### **14. Replacement Component parts and Consumables**

Replacement component parts and consumables required for repairs and upgrades, or where replacement equipment is required, will be chargeable. Amanet Ltd will advise costs before proceeding with repairs, supply of consumables or replacement equipment and will only proceed with Oakham Town Council's authorisation.

#### **15. Data Backups**

Under terms of this agreement Oakham Town Council are responsible for ensuring regular backups are taken and that important files are backed up before any intervention by Amanet Ltd on-site or remotely.

Unless otherwise stated this agreement does not include for the backing up of data. Where applicable this will be by separate arrangement.

#### **16. Travelling**

Travel costs, other than to and from Oakham Town Council's main place of business in connection with services provided is chargeable. This includes airfares, taxis fares, car hire charges, subsistence costs and all other travel cost incurred. Travelling time is chargeable at the full PAYGo IT Support rate specified.

#### **17. General Liability Public and Products Liability**

Amanet Ltd holds up-to-date Insurance for Public and Products Liability limited to £2,000,000 and Employer's Liability to the limit of £10,000,000.

Amanet Ltd agrees to perform the services in a professional manner. Oakham Town Council expressly agrees that neither Amanet Ltd nor it's Employees shall be liable for any loss, liability, damage, cost or expense to Oakham Town Council, (Including lost profit or any other direct, indirect or consequential damages) resulting from, or attributable to, performance of the services provided in connection with this agreement, for any data loss as a result of virus, equipment or system failure.

Amanet Ltd neither makes nor intends any express or implied warranties of any description including merchantability and/or fitness with respect to the services provided.

#### **18. Cancellation**

This Agreement may be cancelled at any time by either party with 1 month notice in writing. Hand over details and handover assistance will be provided within the cancellation period and only after payment of all outstanding sums for the services rendered to date. After such time this will be chargeable at the full PAYGo IT Support rate specified.

#### **19. Invoices and payment terms**

- All prices given are exclusive of VAT at 20.00%. E.&O.E
- Payment is due strictly within 28 days from the date of invoice
- Monthly support charges are payable monthly and in advance by Standing Order
- All Hardware and Software supplied is payable in advance and with order
- At our sole discretion, Amanet Ltd may withdraw services where the account is outstanding for whatever reason.

## Consultancy and General Code of Conduct

### **20. Confidentiality**

Amanet Ltd and its Employees will treat Oakham Town Council information as confidential and will neither take personal advantage of privileged information gathered nor enable others to do so.

### **21. Unrealistic Expectations**

Amanet Ltd and its Employees will refrain from encouraging unrealistic expectations or promising Oakham Town Council that benefits are certain from specific services.

### **22. Commissions/Financial Interests**

Amanet Ltd is independent and is not tied to any one supplier or manufacturer, and will neither accept commissions, remuneration nor other benefits from a third party in connection with recommendations to Oakham Town Council without Oakham Town Council knowledge.

### **23. Purchases**

All purchases of equipment and services made by Amanet Ltd on behalf Oakham Town Council will be invoiced to include a margin. Amanet Ltd will always endeavour to negotiate the best price from suppliers.

### **24. Projects**

Amanet Ltd will only accept projects that it has the resources, skills and knowledge to perform.

### **25. Conflicting Projects**

Amanet Ltd will avoid acting simultaneously in potentially conflicting situations without informing all parties in advance that this is intended.

### **26. Conferring with Client**

Amanet Ltd will ensure that before accepting any engagement, a mutual understanding of the objectives, scope, work plan and fee arrangements has been established and that any personal, financial or other interests which might influence the conduct of the work have been disclosed.

### **27. Recruiting**

Amanet Ltd will refrain from inviting an employee of Oakham Town Council to consider alternative employment without prior discussion with Oakham Town Council and likewise Oakham Town Council will refrain from inviting an employee of Amanet Ltd to consider alternative employment without prior discussion with the Amanet Ltd.

### **28. Approach**

Amanet Ltd and its Employees will maintain a fully professional approach in all dealings with Oakham Town Council and the general public in relation to the Scope of this Agreement.

### **29. Contractors**

Amanet Ltd will ensure that contractors carrying out work on its behalf are conversant with and abide by this Code of Conduct.

### 30. Entire Agreement

This Agreement constitutes the entire Agreement between Amanet Ltd and Oakham Town Council with respect to Scope of this Agreement.

Signed:

Signed:

For: Amanet Ltd

For: Oakham Town Council

Date: 30 April 2024

Date: