

# Terms and Conditions

**Szetch** constantly seeks to provide all our clients with the highest level of client care and service.

These "Terms and Conditions" will apply to and govern all Contracts under which "Szetch", its partners, associates, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the client, whether referred to in the client's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing

Definitions "CLIENT" - this means you the customer.

**1. Security:** It is the client's responsibility to ensure that prior to Szetch starting work on its computer system or any installations, that all critical data has been backed up, and that appropriate recovery procedures are in place.

**2. Software Licensing:** It is the client's responsibility to comply with the terms of use, distribution, duplication and other requirements whether public or private in origin applicable to any software.

**3. Public Domain Software:** In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, Szetch makes no warranty as to fitness for purpose, performance or as to freedom from embedded malicious software.

**4. Privacy:** It is the client's responsibility to ensure that all applicable civil liberty legislation and personal privacy safeguards are complied with UK and EU law and those included in any telecoms service contracts entered into by the Client.

**5. Payment:** shall be made on the date of performance or by written agreement between Szetch and the client and in any event not later than 30 days following the date of the invoice. In the event of late payment interest will accrue at the base rate of HSBC plus two per cent.

**6. Refund:** In the event that there is a communication failure with the IT On-Line support and the services cannot be provided. Szetch will refund any payment made for that particular service.

**7. Delivery:** The dates for delivery of goods, materials mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole or in part at the option of Szetch, and where delivered by installments shall be invoiced separately and seen as separate contracts. If, in the case of the contract or any order involving more than one delivery, default is made in payment on the due date, Szetch shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety.

**8. Risk/Title:** The ownership of goods shall only pass to the client upon payment in full of all sums owing or due to Szetch. Until such payment has been made, the goods are the property of Szetch.

**9. Indemnity:** The client will indemnify Szetch, its staff, contractors and agents for any loss or damage suffered or incurred as a result of failure to obtain any necessary license or consent to enter any premises, or premises being unsafe or unsuitable.

**10. Liability:** Szetch shall under no circumstances be liable for any loss, damage, expense or injury of any kind, whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of Szetch, its staff, contractors, or its agents, in excess of the contract invoice value.

**11. Data Protection:** Szetch will take all reasonable precautions to keep the details of your order and payment secure but unless Szetch is negligent, Szetch will not be liable for unauthorized access to information supplied by you

**12. Claims:** All claims in respect of alleged defective material, goods or services must be made in writing and received by Szetch no later than fourteen (14) days of the date of delivery or service to the client.

## Szetch Claims Department

38 Wendover Road  
Rowley Regis  
West Midlands  
B65 8LL

Telephone: 01384 457190  
Email: [support@szetch.com](mailto:support@szetch.com)