

## SPECIFIC TERMS AND CONDITIONS (“SPECIFIC CONDITIONS”) - MONTHLY SUPPORT SERVICES

### 1. GENERAL

- 1.1 The Services are provided by JS Solutions ICT Ltd (Company Number 11737519) (**Supplier**) a company registered in England and Wales, trading as GreenCity Solutions. Our registered office is The Centre Building, Orton Enterprise Centre, Peterborough, PE2 6XU.
- 1.2 These Specific Conditions form part of the Contract. All the terms and conditions contained in the General Conditions shall apply to the Services unless there is any inconsistency between any of the provisions of the General Conditions and the provisions of these Specific Conditions, in which case, the conflicting provisions of these Specific Conditions shall prevail.

### 2. DEFINITIONS

- 2.1 In these Special Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>Charges</b>	means the charges detailed in Schedule 1 to this Contract.
<b>Contract</b>	has the meaning defined in the General Terms and Conditions.
<b>Consumables</b>	means any piece of equipment or part thereof deemed by the manufacturer to be consumable.
<b>Customer Software</b>	means the software set out in the schedule or as agreed between the Supplier and the Customer in writing from time to time.
<b>Customer</b>	means you, the user of the Services who is not an individual consumer and who is contracting for the purposes of a business and having a legal identity separate from the persons (if any) of which it is composed, including but not limited to, a company, a body corporate, a corporation sole, a charity, a partnership, a government body and a public authority.
<b>Document</b>	includes, in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form
<b>General Conditions</b>	means the general terms and conditions found at <a href="https://greencityict.co.uk/site/termsandconditions/">https://greencityict.co.uk/site/termsandconditions/</a>
<b>Hardware</b>	means all equipment that forms part of the computer system of

	the Customer including, but not limited to, keyboard, mouse, monitor, printer, scanner, disk drives, processors and cabling.
<b>Services</b>	means the support services to be provided by the Supplier in accordance with the Service Levels set out on your order form.
<b>Service Levels</b>	the agreed service levels for the relevant Services provided by the Supplier to the Customer pursuant to the Contract set out.
<b>Start Date</b>	has the meaning in the General Conditions.
<b>Subscribe</b>	means to pay the Subscription and “Subscribed”, “Subscribing” and “Subscriber” shall be construed accordingly.

### 3. SUPPLY OF THE SERVICES

- 3.1 The Supplier shall provide the Services to the Customer from the Start Date and subject to the terms of these Specific Conditions. Any changes or additions to the Services or the terms of these Specific Conditions must be agreed in writing by the Supplier.
- 3.2 The Customer shall at its own expense supply the Supplier with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable the Supplier to provide the Services in accordance with the terms of these Specified Conditions.
- 3.3 The Services do not include the cost of:
  - 3.3.1 maintenance of any Hardware;
  - 3.3.2 installation of additional hardware (which is not included in the Hardware); and
  - 3.3.3 installation of additional software that will become Customer Software for which the Supplier will charge the Customer at an amount to be agreed between the parties in advance.
- 3.4 For the avoidance of doubt the Services do not include the cost of support required as a result of the Customer installing additional hardware or software without the Supplier’s prior written approval.
- 3.5 Where the Customer requires the addition of a new computer or server the Supplier shall be entitled to increase the Supplier’s Charges in accordance with the Supplier’s published rates from time to time and these Specific Conditions shall not cover any Client Software on such devices until such time as these additional charges are paid in full.

3.6 The Customer confirms and acknowledges that the Supplier has the discretion to provide the Services remotely before sending or procuring an engineer to visit the Customer onsite. The Customer confirms and acknowledges that the Supplier shall not be obliged to provide an engineer onsite at first instance to delivery any of the Services.

#### **4. CUSTOMER'S OBLIGATIONS**

4.1 Further to its obligations contained in the General Conditions, the Customer shall:

4.1.1 be liable for the cost of replacement of all or parts of the Hardware or parts thereof that are diagnosed by the Supplier as irreparably damaged;

4.1.2 be liable for the cost of all Consumables;

4.1.3 ensure that all Hardware and Customer Software is maintained and kept in conditions that are in accordance with the manufacturer's recommendations and instructions;

4.1.4 allow the Supplier access to the Hardware and Customer Software during normal working hours, provide adequate working space and communication facilities at the Customer's expense as the Supplier may reasonably require; and

4.1.5 provide to the Supplier all necessary Documents in relation to the Hardware and Customer Software as the Supplier may require.