



Terms and Conditions

We shall provide to the Customer the Services specified in their order subject to the following terms and conditions.

You may also wish to see our *Privacy Policy*.

Payment

Payment methods include credit cards (including MasterCard and Visa), debit cards (including Switch/Maestro) by PayPal, standing orders, bank transfers in British Sterling, Direct Debit handled by our designated payment processors, and cash.

We do not accept cheques, postal orders, or any other form of payment other than those outlined above.

Pro-rata refunds will not be issued for subscription services that are cancelled before the end of the subscription.

Should your chosen payment method fail the VITD Group Limited will attempt to settle your invoice using any other payment facilities available on your account. If alternative payment methods fail, we may restrict or suspend the service which payment has failed for.

For customers where an invoice has been issued, failure to pay the invoice by the due date may result in credit facilities being withdrawn and services being disabled until payment in full is received. VITD Group Limited accepts no responsibility for loss of business due to services being disabled or deactivated due to a customer's non-payment of invoices.

The Customer undertakes that he will not himself or through any third party, sell, lease, license or sublicense Software provided by VITD Group Limited. All software used has its own respective copyright.

Late Payment of Invoices

Where we have extended credit to customers we reserve the right to issue late payment charges as set out in Late Payment of Commercial Debts Regulations 2002 (SI 2002 No 1674) if the invoice is not paid by the due date. If the invoice remains unpaid we reserve the right to charge interest as set out in Late Payment of Commercial Debts (Interest) Act 1998. Should a customer refuse to pay this amount will be passed for debt recovery and may incur further costs.



Warranties

All our services are either supplied with, or have the option of, a warranty on parts and labour. This means if there is a recurrence of the same problem that we had fixed or any fault which is connected to the service provided we will either try again to fix the problem at no extra charge or, if we cannot fix the problem, we will refund your money in full for the services performed.

This excludes faults caused by the failure of other components after the repair has taken place, or by faults caused through the incorrect use of software or downloaded material, or by faults arising from accidental damage or incorrect use of the product.

Indemnity

The Customer agrees to indemnify and hold VITD Group Limited and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against VITD Group Limited arising out of any breach by the Customer of the terms of this Agreement or other liabilities arising out of or relating to the Website or our products.

Limitation of Liability

Nothing in these terms and conditions shall exclude or limit VITD Group Limited liability for death or personal injury resulting from VITD Group Limited's negligence or that of its employees, agents or sub-contractors. The entire liability of VITD Group Limited to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

In no event shall VITD Group Limited be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or VITD Group Limited had been made aware of the possibility of the Customer incurring such a loss.

We do not have specific knowledge of your computer and its configuration. Whilst we will use our best efforts to minimise disruption to your system, we cannot be responsible for any unforeseen consequences of our services.

Our services may affect manufacturer warranty validity. It is your responsibility to assess the effect of our services on any manufacturer's warranty and take appropriate action.

We cannot be responsible or liable to you in relation to any service, including but not limited to any loss or corruption of data, information or records; any loss of goodwill, or any loss of (or interruption to) business or contracts; any failure by you to follow our reasonable advice,



recommendations or instructions; any losses you may suffer arising from your use of (or failure to use) any anti-virus software; and any loss that is not reasonably foreseeable.

Term and Termination

This Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its intention to terminate the Agreement.

VITD Group Limited shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer if the Customer fails to make any payment when it becomes due.

VITD Group Limited shall also have the right to terminate this Agreement with immediate effect by notice in writing if the customer engages in abusive or threatening behaviour.

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or the other party commits a material breach of this Agreement which cannot be remedied under any circumstances; or
- The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or the other party ceases to carry on its business or substantially the whole of its business; or
- The other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

Any rights to terminate this Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of this Agreement as at the date of termination.

Cancellation

Where a pre-booked chargeable job is cancelled or rescheduled by a client, VITD Group Limited reserve the right to charge the following:

- Less than 24 hours' notice: 100% of the quoted labour charge and expenses
- Less than 7 days' notice: 50% of the quoted labour charge



- Less than 14 days' notice: 25% of the quoted labour charge
- 14 days' notice or greater: No charge

Regardless of cancellation notice VITD Group Limited reserve the right to pass on the cost of any expenses that we are unable to cancel, or hardware or products that we are unable to return to our suppliers.

Assignment

VITD Group Limited may assign or otherwise transfer this Agreement at any time. The Customer may not assign or otherwise transfer this Agreement or any part of it without VITD Group Limited's prior written consent.

Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet or Third Party Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

Communication

Any notice to be given by either party to the other may be sent by either email, fax or recorded delivery to the address of the other party as appearing in this Agreement or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent or if sent by fax shall be deemed to be served on receipt of an error free transmission report, or if sent by recorded delivery shall be deemed to be served 2 days following the date of posting.

This Agreement

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice.



Other terms & conditions relating to specific service provision, such as Hosted Exchange, Web Hosting, or Online Backup, may also be in force and where term in that agreement conflicts with this, the term in the service-specific terms and conditions shall prevail.