TERMS AND CONDITIONS OF TRADE

These "Terms and Conditions" will apply to and govern all Contracts under which iTek IT Solutions, its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the client/customer, whether referred to in the client's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing.

1. **Security**
   It is the customers' responsibility to ensure that prior to iTek IT Solutions starting work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place. It is the customer's responsibility to back up all files and folders. iTek IT Solutions cannot accept liability for any loss of data and/or information during any repair, upgrade or diagnosis.

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 applied to any software supplied through iTek IT Solutions.

3. **Public Domain Software**
   In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the client on an "as is" basis. iTek IT Solutions makes no warranty as to fitness for purpose, performance or as to freedom from embedded malicious software.

4. **Maintenance of Protection**
   It is the client's responsibility to ensure that the effectiveness of any software supplied by iTek IT Solutions is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may become available from time to time.

5. **Privacy**
   It is the client's responsibility to ensure that all applicable civil liberty legislation and personal privacy safeguards are complied with when using software supplied by iTek IT Solutions, both those enshrined in UK and EU law, and those included in any telecoms service contracts entered into by the Client.

6. **Payment**
   Prices charged in any quotation are inclusive of VAT, unless otherwise stated, and may be varied without prior notice. Payment shall be made on the date of performance or by express written agreement between iTek IT Solutions and the client not later than 30 days following the date of performance. In the event of late payment interest will accrue at the base rate of HSBC Bank plc plus two per cent.

7. **Delivery**
   The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole or in part at the option of iTek IT Solutions, and where delivered by instalments 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, iTek IT Solutions shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety.

8. **Copyright**
   Copyright of all material originated by iTek IT Solutions, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in iTek IT Solutions. By separate negotiation and upon payment in full, copyright may be assigned or licensed to the client.

9. **Ownership of Goods**
   Title to the goods shall only pass to the client upon payment in full of all sums owing or due to iTek IT Solutions, whether under contract or otherwise. Until such payment the client shall store the goods in such a way as to show that they are the property of iTek IT Solutions

10. **Risk**
    Risk in the goods or material passes upon delivery to the client's premises. Where material is transmitted electronically, risk will be deemed to have passed to the client, upon the moment of transmission - not of receipt.

11. **Indemnity**
    The client will indemnify iTek IT Solutions, 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, or any failure of the client to comply with any conditions imposed by any other party.

12. **Liability**
    iTek IT Solutions 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 iTek IT Solutions, its staff, contractors, or its agents, in excess of the contract invoice value.

13. **Force Majeure**
    iTek IT Solutions shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond iTek IT Solutions' control including, but not limited to:

    (a)   Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;

    (b)   Failure by the client to give adequate instructions or supply the necessary information in due time or;

    (c)   Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

14. **Claims**
    All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by iTek IT Solutions no later than fourteen (14) days of the date of delivery to the client, the client's premises or the Client's vehicle, or in the case of electronic transmission, from the date of transmission.

15. **Waiver**
    Any waiver by iTek IT Solutions of any breach of any term of these Terms and Conditions shall be valid only if given in writing.

16. **Severance**
    iTek IT Solutions and the client believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

17. **Notices**
    Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or e-mail to the party concerned at the address specified.

18. **Law**
    All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the courts of England and Wales