



# Cutler IT Terms & Conditions

Unit 4, The Point, Bradmarsh Business Park, Bradmarsh Way, Rotherham, S60 1BP  
Telephone: 0800 098 8133 E-mail: [info@cutlerit.co.uk](mailto:info@cutlerit.co.uk)



Cutler IT Limited's Business IT Support Services are charged on a remote support services basis only. Agreed, required, site visits are not covered under the agreement and are charged separately on a Time Related Charge basis, unless specifically noted within the support order form. The Business Service provides the following:-

- A single point of contact for the Service and additional advice associated with the customers' installations.
- Remote access capabilities to Customers' registered equipment for diagnostics and problem solving.
- Telephone and screen assisted presentation, help and advice on use of supported applications, operating systems and equipment.
- Support will be provided on registered equipment agreed for support purposes and detailed in the support schedule.

The IT Support packages available are outlined below:

#### **ComputerCare**

- Unlimited access to IT Helpdesk(8am to 6pm | Mon to Fri)
- Advice and support on most Microsoft applications
- Email support on PC and mobile devices
- Assistance with issues on mobile and tablet devices (which are server related)
- Assistance with hardware issues and liaison with hardware providers(where equipment was originally purchased from Cutler IT)
- Network advice and diagnostics including broadband and leased line services
- Server administration advice and support
- Assistance with calls to 3rd party vendors (Software applications)
- Back Up monitoring
- User profile changes

#### **ComputerCare Secure**

- All of the above ComputerCare services
- Managed Antivirus Services
- Managed AntiSPAM services
- Availability of Loan server for disaster recovery purposes

#### **CustomCare**

-A tailored agreement, with specific inclusions denoted within the IT Support order documentation

#### **Help Desk Availability**

Remote support is provided via a UK based help desk during the following hours:

08:00hrs to 18:00 hours Weekdays, excluding public bank holidays.

Support outside of these hours may be provided on a bespoke basis by agreement only.

Cutler IT will endeavour to respond to any reported issue within the same working day.

Support calls must be originated to the help desk by the customer with the cost of these calls being borne by the customer unless otherwise agreed. Calls to the 0333 700 2077 helpdesk number are charged the same as your carrier would normally charge for dialling a landline number and are generally included within any bundled mobile or landline call packages.

#### **Contract Period and Termination**

Cutler IT must provide 30 days notice of termination under normal circumstances. If the customer has not paid support contract charges Cutler IT will be entitled to withdraw support immediately the unpaid contract period begins.

Cutler IT will not terminate a customer's contract without reasonable cause for example a failure to comply with these terms and conditions or excessive use of the service due to unreasonable customer actions.

#### **Delivery of Services**

The Service is provided using the latest remote access technology using secure socket layer (SSL) technology, to any location accessible via the World Wide Web.

Cutler IT will request agreement from the customer before accessing any part of a device unless previous access methods have been agreed. (i.e. jump customers on the network or VPN access to LAN and equipment have been set up.) If agreement is not given then support cannot be provided.

Where resolution cannot be effected by Cutler IT because it requires the services of the customer's third party supplier, Cutler IT will endeavour to manage the issue (where practical) in conjunction with the third party supplier. Cutler IT will not be responsible for any supplier costs incurred as a result of the issue, or to deterioration in the overall response level due to a failure in the third parties quality or systems.

#### **Service Coverage Equipment**

The following equipment is covered by the Business Service;

X86 PC Compatible Desktops, Towers and Laptops.

X86 Servers. Racked or Towers.

Rack equipment accessible via remote access.

Routers, switches, Hubs and firewalls accessible via remote support.

ADSL/Broadband Routers accessible via remote support.

Printers and scanners accessible via remote support.

Support on customer servers will be limited to:

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Diagnostics and problem solving covering:

Windows Server 2003, 2008, 2012, 2012 R2 Standard and SBS2003, 2008 & 2011

Exchange 2003, 2007, 2010 & 2013

IIS6/7

DNS

DHCP

Active Directory (Users and Computers)

Applying critical operating systems patches, as recommended by Microsoft.

Dependent on software installed, monitoring of anti-virus software together with checking from time to time, that the latest versions and definitions of this software are installed and running. This check does not release the Customer from its responsibilities set out in this document.

Remote configuration and monitoring from time to time of any of the Server based backup applications. It is the Customer's responsibility to ensure the correct backup media is installed in the backup device and that all media is stored in a safe and secure environment.

Administering the creation, removal and updating of user accounts, shared folder and shared printers. Cutler IT reserves the right to charge the Customer for this activity in the event that, in its sole opinion, Cutler IT believes that the use of this part of the Service is excessive.

Support on customer PCs will be limited to X86 based Windows Machines.

All supported equipment must meet the following minimum requirements;

A Windows XP pro, Windows Vista Business, Windows 7 Professional, Windows 8 Pro, Windows 8.1 Pro

A processor speed of 1.4GHz or greater;

500MB or more of RAM (2GB if running Vista, Win 7 or Server O/S);

At least 1GB available hard drive space;

An available USB, Ethernet or wireless port.

Cutler IT's ability to deliver the service will be impaired to the point that support may not be possible in the following circumstances;

Where communications link is not available to the Internet (WWW)

Where support representatives accessing the support tool do so via mobile locations, slow links, or customer broadband links with poor response.

Where equipment is deemed by Cutler IT to be of a non-serviceable condition remote support will not be offered. (i.e. long periods of repetitive support on same issues due to age of equipment)

Software restoration/recovery will only be performed on site following a hardware fault corrupting the application software and is subject to a visit charge at standard rates in force at the

time. In addition this requires the Customer to ensure that any restore disk is held on the Site and made readily available to

### **Cutler IT. Customer Agreements and understandings**

The customer agrees to;

Provide or allow Cutler IT to obtain and record technical details of the supported computing equipment, local area network and connected devices along with Machine IDs, passwords and user names.

Allow Cutler IT the right to collect and securely store this information for use during fault diagnosis and support incidents.

Allow Cutler IT the right to create, as necessary, systems administration accounts on the Customer's PCs and to keep these accounts active and unchanged as required to deliver the Service.

Allow Cutler IT, permission when requested to remotely access and monitor the Customer's computer systems and network for the purposes of fault diagnosis and resolution without notifying the customer first.

Indemnify Cutler IT Limited against any failures in the supported applications and operating systems that cannot be resolved using the Service, or for the Customer's failure to correctly follow Cutler IT Limited's advice and recommendations.

Be responsible for backing up any and all data on any equipment Cutler IT will be working on, BEFORE Cutler IT carries out any incident report work. Cutler IT also recommends that the Customer regularly and frequently backs-up ANY stored data as Cutler IT cannot accept any liability for loss or corruption of the Customer's data.

This Service and any associated services being supplied by Cutler IT being provided solely for the Customer's own use and the Customer will not resell or attempt to resell the Service (or any part or facility of it) to any one else.

The Service does not include the correction of any fault due to any of the following occurring:-

Failure by the Customer to maintain a suitable environment for the PC or Server in accordance with industry standard specifications (including without limitation failure to maintain a constant power supply, air conditioning or humidity control);  
Neglect, misuse, user error or physical user damage to the PC or Server or failure to operate the PC or Server in accordance with the instruction manuals, manufacturer's specification or for the purposes for which it was designed;  
Alteration, modification or maintenance of the registered PC or Server by any party other than Cutler IT or an approved IT subcontractor or modification or alteration of an attachment to the PC or Server or removal of the same;  
Transportation or relocation of the PC or Server except where

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it has been performed by or under the direction of Cutler IT;  
Use by the Customer of defective or inappropriate supplies (including but not limited to faults caused by the use of non-manufacturer consumables, components or modules) with the PC or Server;  
Any defect or error in any software used upon or in association with the PC or Server;  
Any accident or disaster affecting the PC or Server (including without limitation fire, flood, water, wind, lightning, transportation, vandalism or burglary);  
Failure, inability or refusal to afford Cutler IT with proper access to the PC or Server;  
Electrical work external to the PC or Server, painting or refinishing the PC or Server;  
Matters arising before the date upon which Cutler IT started to provide the Service to the Customer or after termination of the Contract or PC or Server that was not in good working order prior to the date that Cutler IT started providing the Service to the Customer;  
Where the Service has been provided in circumstances where any reasonably skilled and competent data processing, PC or Server operator would have judged the Customer's request to have been unnecessary;  
Any fault that has arisen due to a computer virus, software related errors, cabling issues, failures from moves, power surges etc;  
Failure to implement recommendations in respect of solutions to faults that Cutler IT have previously advised the Customer of; Network faults caused by equipment or modules not included as part of the PC or Server; and telephone charges resulting from incorrect configuration;  
Despite its best endeavours Cutler IT does not guarantee that it will be able to fix all faults reported by the Customer, or that they will be able to advise on all service related issues.

### Local Area Network Equipment

The Service covers remote support of LAN equipment as outlined below.

Cutler IT will attempt to work with the existing WAN routers and ADSL modems, but reserve the right to withdraw support on such equipment or request that they be changed out to a model recommended by Cutler IT.  
Cutler IT will attempt to determine the cause of any connectivity issues relating to the Public WAN interface equipment or/and liaise with the suppliers to resolve it, where that interface is a BTNET circuit or an ADSL circuit provided by the customer's broadband supplier.  
Liaison with other suppliers is limited to resolving connectivity issues within the customer's network infrastructure. It does not apply to any other company or individual.  
Network connectivity trouble shooting is limited to basic TCP/IP issues and does not cover the use of packet sniffers or

complex routing issues. Managed switches are covered only from a basic usage perspective. Switch configuration services are limited to GUI interactions only.

The customer accepts that Cutler IT will decide the limit of support provided in relation to network issues.

Firewalls

The Service covers remote support of Firewalls as outlined below.

Firewall remote support will be limited to port forwarding and NAT configuration only.

Cutler IT accepts no responsibility for opening of ports as requested by the customer. The customer shall indemnify Cutler IT against any issues caused by firewall breaches due to the customers NAT or Port translation requirements.

The customer shall indemnify Cutler IT against any and all intrusions via firewall where anyone other than Cutler IT has access to firewall passwords or the hardware itself.

Printers and peripherals

Remote Support for printers is limited to the setup and configuration on customer PCs only. No hardware support is provided as part of the service.

Support can only be provided where original discs are available from the customer for local insertion and use.

For the avoidance of doubt, items of equipment which are not supported under the Service include but are not limited to non-standard equipment or equipment of a specialist nature such as printing machines, plotters, scanners, cameras and video equipment.

### Software Remote Support

The software remote support service shall comprise the provision of advice and guidance and resolution of software remotely.

Software desktop support service is limited to the following Microsoft products:

Microsoft Word  
Excel  
Outlook  
Outlook Express  
Power Point  
Publisher  
Windows 2000  
Microsoft Server 2003, 2008, 2012  
Microsoft Small Business Server 2003, 2008, 2011  
Microsoft Exchange Server 2003, 2007, 2010, 2013  
Windows 7 Professional

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Windows Vista Business  
Windows XP Professional  
Windows ME  
Microsoft ISA Server  
Microsoft Office 2007, 2010, 2013

The Customer will ensure that any licensed software, standard images, builds, disks and scripts required are readily available to Cutler IT.

The Customer will be responsible for any image creation and management required during the provision of Software desktop support services.

The Service does not include inspecting, testing, diagnosing and remedying a fault within an excepted service or the provision of any software and/or clustering support.

### Warranty Repairs

Where an item is diagnosed as faulty hardware, it is the customer's responsibility to decide to have it repaired under warranty or request Cutler IT to effect a repair during a visit. If Cutler IT repair an item during a visit this may null and void any manufacturer warranty on the equipment and the customer must be aware of this. Cutler IT will not accept responsibility for the customer's decision.

Where a fault is diagnosed to be due to a failure in Customer's third party purchased equipment it is the Customer's responsibility to arrange for its repair or replacement. If the equipment is under warranty the customer will be responsible for handling the warranty procedures of the supplier.

### Routine Updates

Cutler IT will apply routine updates where it decides it is necessary to resolve issues.

Cutler IT takes no responsibility for the application of a recommended update and does not warrant the suitability of the update. The update will be applied in good faith based on the supplier's recommendations.

### Security

The customer accepts they are ultimately responsible for the security of their own systems.

Cutler IT will notify the customer of any security issues immediately they become aware. The Customer agrees to install and keep installed any anti-virus, technical support and diagnosis software on each supported computer when recommended to do so by Cutler IT;

### Backup and Disaster Recovery

The services are not designed to provide complete reloading of software and configuration data following its loss or corruption typically through a hardware fault. This service would be covered by an on site visit and charged accordingly.

Within the support agreement, Cutler IT will monitor server back ups and notify the customer should the back up fail on more than one sequential day. This service is only available to those installations with the latest version of the relevant back up software in place.

The Customer will be responsible for all data back-ups or loss of data except in respect of loss of data resulting from the act, omission or negligence of Cutler IT; in which case Cutler IT shall accept liability up to a maximum of the costs of restoring the data from the available and appropriate backup media.

If failure occurs Cutler IT will endeavour to recover files through the following means:

- Tapes back up restore.
- External hard drive restore
- Shadow Volume Copy.
- Finding within File structure.

The Customer is responsible for ensuring that it has an up to date copy of the internet working operating system and the Site specific configuration on the Site; this must be made available to Cutler IT.

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