BRIDGE IT SUPPORT (Pty) Ltd
359 Surrey avenue, Randburg
2194, Johannesburg
087 152 0337
www.bridgeitsupport.co.za

Street
City, Postal Code
Tel
Web

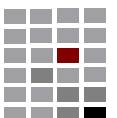BRIDGE IT SUPPORT
On Premise | Cloud | Connectivity

Ad Hoc IT Support

1. Interpretation

1.1. "The Client" means the person named on the specification for whom The Service Provider has agreed to provide technical services in accordance with these conditions.

1.2. "The Service Provider" means Bridge IT Support (Registed in South Africa under the Reg Number:) 2018/401970/07 , VAT: 4512863201. Address: 359 Surrey Avenue, Randburg, 2194. Johannesburg

1.3. "Specified Services" means the services to be provided by The Service Provider for the Client as detailed under Specification and Specified Services.

1.4. "Manufacturer" means the supplier of any Hardware and support for Hardware as detailed in the Specification and Specified Services.

1.5. "Hardware" means any computer hardware that is ordered and supplied in accordance with the Specification and Specified Services.

1.6. "Technical Support" means the provision by The Service Provider of technical support to The Client as detailed in the Specification and Specified Services and under clause 4 (Technical Support) below.

1.7. "Remote Support" means assisting the Client in solving computer problems, either by showing what steps to take via screen sharing, or with permission, taking control of the computer/server desktop and performing a task remotely.

2. Hardware

2.1. The Client will be obliged to make payment for any requested Hardware on such terms as the Manufacturer or Service provider may require.

2.2. Any hardware purchased by The Service Provider on behalf of The Client remains the property of The Service Provider until such time as all sums owed are paid.

2.3. The Hardware will be ordered in the name of the Client and as such all the risk and the rights in the contract for the Hardware passes directly to the Client. The Service Provider accepts no responsibility for the risk associated with the storage, carriage and delivery of Hardware to the Site.

2.4. Any dispute or problem with the Hardware or Hardware support should be referred to the Manufacturer directly. The Service Provider does not give any warranty, guarantee or other term as to their quality, fitness for purpose or to the suitability of the Manufacturer or otherwise, and shall, where any relevant rights have been acquired by The Service Provider, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to The Service Provider.

2.5. The Service Provider will, if requested, arrange for additional Hardware support from the Manufacturer in the name of the Client at the time of ordering the Hardware at the Client's cost.

2.6. If any problem should arise that in the reasonable opinion of The Service Provider is caused by the Hardware, then The Service Provider may, after notifying the Client of the problem, at its discretion make Additional Charges in respect of any costs incurred in resolving the problem.

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3. Technical Support

3.1. The Service Provider shall provide ad hoc (as and when required) Technical Support for computer equipment.

3.2. The Client shall, if requested, supply in writing to The Service Provider a detailed description of any fault requiring Technical Support and the circumstances in which it arose.

3.3. The Client shall, at its own expense, supply The Service Provider with any necessary documentation within sufficient time to enable the Service Provider to provide Technical Support. The Client shall ensure the accuracy of all documentation.

3.4. The provision of Remote Technical Support from The Service Provider is dependent upon the Client supplying The Service Provider with access to its central operating computer system by way of a modem link or such other communications link as the parties may agree for the sole purpose of providing Technical Support. The Service Provider agrees to keep confidential any information it may access through any such link.

3.5. The Service Provider shall only accept requests for changes in the first instance from the person named on the Specification. This provision may be varied or waived in writing as part of the Specification without affecting any other provision in these Conditions.
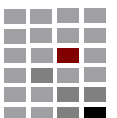
4. Limitation of Liability

4.1. The Service Provider will exercise the utmost caution whilst servicing and repairing equipment to minimise the risk to the Clients personnel, property or equipment.

4.2. The Service Provider cannot be held responsible for damage or equipment failure resulting from acts of God, war, strikes, civil strife or any other cause beyond the reasonable control of the Service Provider, nor can it be held responsible for the reliability or service of equipment not covered in the Equipment Schedule interfacing with the Clients equipment.

5. Confidentiality

5.1. Each party agrees that it will not publish or disclose but shall maintain as confidential the proprietary information of the other party to any third party, and shall not use that proprietary information other than as expressly permitted in writing by the other party.

5.2. If the Service Provider appoints a subcontractor then the Service Provider may disclose confidential information to the subcontractor, subject to the subcontractor giving the Service Provider an undertaking in similar terms.

5.3. This obligation of confidentiality shall survive any termination of this agreement.

6. Payment Terms

6.1. All charges quoted to the Client for the provision of the Specified Services are exclusive of any VAT (Value Added Tax), for which the Client shall be additionally liable at the applicable rate.

6.2. The Service Provider's charges, and any additional sums payable, shall be paid by the Client (together with any applicable VAT, and without any set-off or other deduction) within 30 days of the date of The Service Provider's invoice.

6.3. If payment is not made on the due date, The Service Provider shall be entitled, without limiting any other rights it may have, to make charges as set out under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Late Payments of Commercial Debts Regulations 22), and

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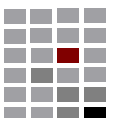Web: https://www.bridgeitsupport.co.za
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charge interest on the outstanding amount (both before and after any judgement) at the rate of 8% above the base rate of the Bank of England from the due date until the outstanding amount is paid in full together with any reasonable debt recovery costs.

6.4. Furthermore, if payment is not made by the due date, The Service Provider shall be entitled, without limiting any other rights it may have, to disconnect the Specified Services, and/or retain Hardware that has not been paid for, until the outstanding amount is paid in full.

6.5. All invoices sent by The Service Provider shall be addressed to the person named on the Specification as the Accounts Contact, whose address shall be taken to be the Site unless The Service Provider is otherwise notified by the Client.

6.6. The Service Provider reserves the right to cancel bookings and Delivery Dates where the Client has failed to make any payments due under the Contract.

7. Warranties and Liability

7.1. The Service Provider warrants to the Client that the Specified Services will be provided using reasonable care and skill (and that the consultant has sufficient expertise to provide the Specified Services to a reasonable standard) and, as far as reasonably possible, in accordance with the Specification and within the times referred to in the Specification and these conditions.

7.2. The Client acknowledges that The Service Provider is not guaranteeing that the Client will have a completely secure system as no test, product or service can offer cover for all possible security breaches as with computer systems new risks and weaknesses are discovered on an almost daily basis. The Client acknowledges that The Service Provider's services are designed to contribute towards its overall IT security strategy.

7.3. The Service Provider shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

7.4. Except in respect of death or personal injury caused by the Service Provider's negligence, or as expressly provided in these Conditions, The Service Provider shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of The Service Provider, its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Services or their use by the Client, and the entire liability of The Service Provider under or in connection with the Contract shall not exceed the amount of the Service Provider's charges for the provision of the Specified Service, except as expressly provided in these Conditions.

7.5. The Service Provider shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of The Service Provider's obligations in relation to the Specified Services if the delay or failure was due to any cause beyond The Service Provider's reasonable control.

7.6. The Service Provider shall not be liable for any loss or damage to the Client's computer equipment and systems which is caused by any existing weakness (or defect) in the Client's equipment and systems that is discovered or initiated by the supply of any services from The Service Provider.

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8. Force Majeure

8.1. Neither party to this Agreement shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires strikes (of its own or other employees) insurrection or riots embargos container shortages wrecks or delays in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an 'Event of Force Majeure').

8.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

8.3. If a default due to an Event of Force Majeure shall continue for more than ten weeks then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Event of Force Majeure.

9. General

9.1. These Conditions (together with the terms, if any, set out in the Specification) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

9.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

9.5. Any dispute arising under or in connection with these Conditions or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society.

9.6. The identity of the consultant providing the Specified Services cannot be guaranteed and The Service Provider reserves the right to change the identity of the consultants at any time.

9.7. South Africa law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the South African courts.

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