

Terms and Conditions

1. Where agreed, payment will be made within 30 days otherwise payment will need to be made be at the point of purchase. Late payments will incur an additional fee of 10% of the total invoiced amount, applied after the due date has passed. If the payment is still outstanding 7 days later, an additional 10% fee will be charged. Late payment may result in the suspension of your services until the account is fully settled. Payment can be made via bacs, bank transfer or online payment methods.

2. The “standard day rate” per day does not include expenses in respect of travel and accommodation unless specified. Travel and accommodation will be charged at the costs incurred for accommodation, subsistence, congestion charges, tolls, rail or air travel with the standard rate of £0.45p per mile for car travel. Such expenses will be invoiced separately from the initial project invoice.

3. “Per Day” is deemed to be 7.5 hours including travelling time, inclusive of compulsory breaks. Any overtime incurred will be invoiced to the customer at a rate of £100 per hour.

- Compulsory breaks include two 15-minute comfort breaks and 30 minutes for lunch.
- Any potential overtime will be pre-approved with the client.

4. All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first-class post, or sent by email to the intended recipient at the address and/or email address stated in this Agreement or to such other address or email address as that party may specify in writing. Notices sent by email shall be deemed received on the first business day following delivery, and notices posted as above shall be deemed received on the second business day following posting.

5. Supply of Software Services

- Software Services such as eLMS, efolo and other Open-Source Software will be subject to our Service Definition available at <https://essingtonits.co.uk/terms>. We accept no liability in the use of Open-Source Software and is provided based on “best effort” in all respects.
 - Data
 - Essington Information Technology Services Ltd accepts no liability for the loss of data that is held on customers premise or hosting services not provided by us. We expect and may use, data from backups where required to assist the customer. All Clients are advised to complete daily backups and routinely check the consistency of such backup. Further reconditions and information can be found regarding backups at <https://essingtonits.co.uk/terms>
 - Penetration tests
 - Unauthorized penetration tests undertaken or commissioned by you are a breach of our acceptable use policy. We may, at our discretion, agree to authorize penetration tests undertaken by you or a third-party commissioned by you. You must:
 - Inform our team via support@essingtonits.co.uk of your intentions to perform such tests.
 - Comply with the date, time, scope, or other conditions specified by us.
 - Provide us with an unabridged copy of the test report within three working days of the test date.
 - Ensure the test is undertaken within the first six months of any service contract year.
 - Pay our fees arranging the test with you and for dealing with identified issues in accordance with our then current Technical Support rates.

6. The Customer agrees to provide Essington Information Technology Services Ltd with computer hardware and software or equipment where necessary in respect of the work commissioned to complete. Essington Information Technology Services Ltd will provide computer equipment if required to do so which may be invoiced for at an agreed fee.

7. Force Majeure

- If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:
 - Strikes, lockouts or other industrial action;
 - Civil commotion, riot, invasion, war threat or preparation for war;
 - Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
 - Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - Political interference with the normal operations.

8. Termination of Contract

The contract can be terminated at any time by either party by giving 45 days' notice in writing to the other party. Payment up to that point must be made at the standard daily rate plus 10% administration fee.

9. Confidentiality

Essington Information Technology Services Ltd and the Customer will keep in confidence all Information obtained under these terms and conditions and shall not divulge to same to any persons, other than employees of their respective organisations, without the consent of the other party.

10. Limitation of liability.

- We shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, revenue, data, or business opportunities, arising out of or in connection with the performance of services provided even if we have been advised of the possibility of such damages.
- We will perform the engagement with reasonable skill and care. The total aggregate liability to the Company and the Board of Directors, as a body, of whatever nature, whether in contract, or otherwise Our liability for direct damages arising from the services provided shall be limited to the total amount of fees paid for the services provided to you.
 - We shall not be liable for any damages resulting from:
 - Third-party services or products used in conjunction with our services.
 - Delays or failures in performance caused by circumstances beyond our reasonable control, including force majeure events.
 - Loss or corruption of data, unless such loss is directly caused by our negligence.

Learn more about us at
www.EssingtonITS.co.uk