



european  
electronique

# Installation & Professional Service Terms & Conditions

(Effective from March 2025)

## European Electronique Limited - Terms & Conditions

### Definitions

In these Terms & Conditions, the following expressions shall have the following meanings:

The Company means European Electronique Limited and, where the context permits, its assigns and any sub-contractor for the said Company.

The Client means the person, organisation, institution, or company with whom the contract / SOW is made by the Company, whether directly or indirectly, through an agent or factor who is acting for or instructed by the Client or whose actions are ratified by such person, firm, or company.

Acceptable Use Policy means an acceptable use policy prepared in accordance with good industry practice (i.e., being a policy suitable for the provision of a Network to the sorts of users envisaged to use the Network and properly and suitably addressing all the risks and issues typically addressed by such a policy)

Acceptance Testing means activities carried out by European Electronique in accordance standard procedures to demonstrate the correct commissioning and functionality of the Works defined in the SoW

Authorised Signatory means the person who has sufficient authority to sign on the behalf of the Client for the work.

Business Day means 9.00 a.m. to 5.30 p.m. Monday to Friday excluding statutory holidays.

Company's Premises means the premises mentioned in the Contract or if not so mentioned means the Company's premises at Forward House, Oakfields Industrial Estate, Eynsham, Oxfordshire, OX29 4TT.

Hardware Any electronic equipment required such as Servers, Switches, Workstations, est.

Professional Service Engineer means European Electronique engineer that will carry out the works for the Client

Personal Data has the meaning given to it in the applicable Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Company is providing Services under the Contract.

SoW means statement of works agreed to carried out between European Electronique engineer and the Client

Third Party means a company other than European Electronique who are responsible for the provision of hardware, software or Cabling.

Virus means any virus, worm, Trojan horse, logic bomb, time bomb, back door, trap door or any other similar form of code intended, or having that effect, to cause harm, damage or to prevent or restrict the use of any computer system or data.

Works means agreed set of activities to be carried out between European Electronique engineer and the Client

Workstation means any PC system for used individual access to user data and/or Applications, often referred to as a desktop Workstation.

### 1. Pre-Requisites

- 1.1. All Hardware, Software and cabling infrastructure components associated with this order must have been ordered and delivered from either the Company, or a Third-Party supplier, in time for the commencement of the Works.
- 1.2. The Client shall be responsible for the arrangement and/or completion of any Third-Party services required prior to commencement of the Works

### 2. Personnel

- 2.1. The Company project co-ordinator, or project manager, will be responsible for co-ordinating all activities relating to the Works to be carried out by European Electronique.
- 2.2. The Professional Service Engineer will be responsible for carrying out the Works defined within the SoW, unless otherwise stated.
- 2.3. The Professional Service Engineer may decide to involve other European Electronique personnel to assist with the Works defined in the SoW
- 2.4. The Professional Service Engineer may carry out the Works at the Client's site or from a remote location including the Company's Premises, at the Company sole discretion.

### 3. Commencement of Work

- 3.1. The commencement of the Works will only take place when the SoW, signed by an Authorised Signatory, has been received and approved in writing by the Company and an order for the Works defined in the SoW has been received.
- 3.2. The date for the commencement of Works will be agreed between the Company and the Client.
- 3.3. If an amendment is made to an order and this necessitates a change to the SoW then the Works will only take place when the revised SoW/Change Control, signed by an Authorised Signatory, has been received by the Company and the amended order for the Works defined in the SoW/Change Control has been received.
- 3.4. If the Client cancels any Works (or re-schedules and subsequently cancels any Works) then the Client may be charged a cancellation charge of up to 80% of the total price of the Works if notice of cancellation is given less than seven (7) calendar days before the scheduled commencement date of the Works set out in the SoW. The Client agrees that such charge amounts to a genuine pre-estimate of the losses suffered by the Company on such cancellation.

#### 4. Acceptance Testing

- 4.1. The Professional Service Engineer will undertake a series of basic Acceptance Tests to demonstrate to the Client that the Works defined in the SoW have been successfully completed.

#### 5. Duration

- 5.1. The duration of the on-or off-site installation will be provided to the Client by the Company's project coordinator/manager. Any timescales for completion of the Works given are provided as an estimate only; the time required on-or off-site may vary. Any changes to the estimated time the Company requires on-or off-site to complete the Works will be notified to the Client as soon as possible.
- 5.2. For the avoidance of doubt, if the Company complete the Works before the estimated date, the Company will not be obliged to remain on the Client's site or carry out further works and the fees as set out in the order will not reduce.

#### 6. Client Responsibilities

- 6.1. Ensure that the users of any existing systems that are being upgraded, or extended, are informed that the systems will be unavailable during the period over which the Works are being carried out.
- 6.2. Ensure that any existing cabling infrastructure is functioning correctly. The Company reserves the right to run any tests it deems appropriate on the cabling infrastructure before commencing the Works. Should the Company require alterations to be made to the cabling infrastructure, it shall inform the Client of the requirements in order for the Company to implement the Works. Should the Client not, within fourteen (14) days, make such alterations, then the Company has the right to cancel this agreement.
- 6.3. Ensure that any copies of Software required for the configuration of any Hardware, not supplied as part of the order, are available prior to the commencement of the Works.
- 6.4. Ensure that any copies of Software required for the configuration of Software Applications, not supplied as part of the order, are available prior to the commencement of the Works.
- 6.5. Provide the Professional Service Engineer with a network administrator user's logon identity and password for all existing Servers to be accessed.
- 6.6. Provide the Professional Service Engineer with at least one ordinary (i.e. user access which must not have network administrator or supervisor access privileges) network user's logon identity and password for all existing Servers to be accessed.
- 6.7. Ensure that the Professional Service Engineer is granted full and exclusive access to all parts of the network between 9 am and 5.30 pm. Any Works to be undertaken outside of these hours will be agreed with the Client, who will not unreasonably withhold their consent.
- 6.8. Ensure that the Client's nominated member of staff responsible for IT services and networking may be easily contacted during the period over which the Works are being carried out.
- 6.9. Ensure that the Professional Service Engineer is informed of any operational difficulties with either any existing network or building infrastructure prior to the commencement of the Works.
- 6.10. The Client must, at all times, implement and enforce an Acceptable Use Policy for the Network. The Client shall be responsible for ensuring that all users of the Network comply with the Acceptable Use Policy. Further, where there is a breach of the Acceptable Use Policy, the Client shall take such steps as are appropriate in all the circumstances (which may, for the avoidance of doubt, include disciplinary action and/or ceasing to permit further use of the Network by the relevant individual(s)).
- 6.11. Where applicable, the Client shall be responsible for procuring all required internet connections and, for the avoidance of doubt, all internet costs shall be entirely the responsibility of the Client.
- 6.12. The Client must have in force current software licenses for all software on the Network. If the Client instructs the Company to install any Software, it is the Client's responsibility to check and agree to the terms of the licence agreements before installation. The Client authorises the Professional Service Engineer to accept any licence agreements necessary to complete the Works on the Client's behalf.
- 6.13. The Client must maintain the configuration, Hardware and cabling relating to the Network(s) in good working order and within any specifications provided by the Company.
- 6.14. The Client must maintain securely, good quality current backup copies of all Network Software and data on the Client's premises. The Client must provide access to current backup copies to the Company (and the Company's authorised third party) personnel connected with the provision of the Works where required.
- 6.15. The Client must permit the Company (and the Company's authorised Third Party) personnel connected with the provision of the Works access to the Client's premises to work on the Network where reasonably required.
- 6.16. Where required to provide any of the Works, the Client shall ensure the provision of an installed data link through which the Company can access the Network using the Company's chosen remote access software and technology. The Client must also provide access to those areas of the Network as required by the Company for the Company to deliver the Works.
- 6.17. Following the completion of the Works the Client must endeavour to functionally check all Hardware and Software installed or configured under the SoW. Should there be any incomplete Works for the Company to complete this will be detailed Sign-Off documentation and arrangements made between the parties to complete them.
- 6.17. Incidents, where Hardware or Software fails during the functional checking, should be reported directly to the Company's support team. Clients should expect to carry out reasonable levels of diagnostics and assistance to the Company's support team in rectifying any reported failures.
- 6.18. Issues of a non-technical nature arising from the Works, or enquiries regarding outstanding tasks, should be reported to the Company's project co-ordinator/manager.

## 7. Hardware

- 7.1. The Company will only install the Hardware and Software upgrades detailed in the SoW.
- 7.2. Any other dependent Hardware or Software upgrades must be installed by the Client before commencement of the Works. If the Client fails to install appropriate Hardware or Software, the Company reserve the right to delay the dates agreed with the project coordinator/manager for provision of the Services. If the Client fails to install the appropriate Hardware or Software within thirty (30) days, the Company have the right to terminate the order without notice.
- 7.3. The Company will use reasonable endeavour to install Client supplied software drivers for any supplied Hardware items. The Company will not be responsible for obtaining the software drivers or determining their correct function for the Hardware.
- 7.4. The Company cannot be held responsible for the performance of a Workstation if the Hardware specification does not meet the requirements necessary to run a particular Application and will not undertake tasks to configure Workstations that do not meet the required specification.

## 8. Documentation

- 8.1. Following completion of the Works the Client will be issued with a copy of the Company's Installations handover and Sign-Off documentation. A full report detailing the exact configuration and set-up will only be issued if this has been agreed as part of the SoW.

## 9. Quality

- 9.1. The Company installations operate under and are formally accredited to ISO 9001, ISO 27001, ISO 14001 & CHAS.

## 10. Non-Functional Systems

- 10.1. The Company will not be held responsible where a system cannot be made to function correctly for reasons beyond the Company's reasonable control, e.g. Virus infection, misuse or abuse, force majeure, faulty or incompatible Hardware (unless supplied as part of this integration work) or corrupt or incompatible Software supplied by the Client.

## 11. Software Application Installation

- 11.1. The Company will use reasonable endeavours to ensure that any Third-Party Software supplied for inclusion on systems is installed in accordance with the requirements of the Client. Where this is not possible due to limitations of the Hardware and/or Software the Client will be informed at the earliest possible opportunity.
- 11.2. It is the responsibility of the Client to ensure that a Client representative, with sufficient knowledge of the Software Applications, is available to ensure the application is fully tested following the installation.
- 11.2. The Client acknowledges that the Company is not responsible for supporting any Software, including any Software provided under the Works, unless there is a relevant support agreement in place.

## 12. Price

- 12.1. The price for services will be as detailed in a Scope of Works ("SoW") and will be payable in accordance with the terms set out in the Company's standard Terms and Conditions.

## 13. Risk

- 13.1. Risk of loss or damage to any Hardware or Software shall pass from the Company to the Client on delivery of any such goods to the Client's premises or successful installation of any Software onto the Network. The Client agrees to insure such goods on delivery.

## 14. Data Protection

- 14.1. The Client acknowledges that it is a Controller and that the Company is a Processor for data including personal data.
- 14.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 14.3. The Client agrees to comply with its obligations under Data Protection Legislation and warrants that it has all necessary consents and notices in place in relation to its collection, processing and provision of Data, to enable the lawful transfer of the Data to the Company in connection with, and for the duration of, the Services provided.
- 14.4. The Client shall indemnify and hold harmless the Company against all costs, claims, losses, damages and expenses (including legal expenses) arising out of, or in connection with, any breach of this clause 14 by the Clients and/or its employees, agents and/or sub-contractors.
- 14.5. The Client acknowledges that the Company is reliant on the Client for direction as to the extent to which the Company is entitled to use and process the Data. Consequently, the Company will not be liable for any claim brought by the Client or any Data Subject arising from any action or omission by the Company to the extent that such action or omission resulted from the Client's instructions.
- 14.5. Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards, and other similar instruments.

## 15. Personnel

- 15.1. The Client warrants that they will not solicit either directly or indirectly our personnel for a minimum period of twelve (12) months after such personnel leave our employment except with our express written permission. In the event that the Client engages any

of the Company's personnel to whom the Client has been introduced or with whom the Client has had contact during the performance of this agreement, the Client shall pay damages in an amount equal to: 13 weeks total employment cost for the said employee and any associated recruitment costs.

15.2. The Client shall ensure that it and all its staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with trading and/or any other agreement that the Client may have with the Company at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions.

**16. Miscellaneous**

The Company sometimes monitors or records telephone calls for training purposes.

The Company reserves the right to amend these Conditions by providing the Customer with not less than thirty (30) days' written notice.

These Terms and Conditions cover the Professional Services the Client has ordered; the Client's order is also subject to our General Terms and Conditions.

**17. Disputes**

Any dispute must be raised in writing with the Client as appropriate giving all relevant details including the nature and extent of the dispute. The Company and the Client will use reasonable endeavours to resolve any dispute.

**18. Law**

These Conditions shall be governed by and construed in accordance with the laws of England, and to submit to the exclusive jurisdiction of the English courts

**19. Notices**

Any notice required to be given shall be in writing and shall be sent to the address of the Client set out in each order (for notices to be sent to the Client) or the registered office of the Company (for notices sent to the Company). For the Company, notices should be marked for the attention of the Company Secretary at the Company's Premises.