

# Quote No. 9761

# Primary Technology



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Primary Technology Limited  
Upper Swain Royd Farm  
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Sandy Lane  
Bradford  
West Yorkshire  
BD15 9AD

Company No. 05276048  
VAT No. GB852829008

**Order Title:**  
Technical Support

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<b>Quote Number</b>	9761
<b>Quote Date</b>	25-06-2013
<b>Cust. Ord. Number</b>	
<b>Account Name</b>	THECOO1

Quantity	Details	Unit Price	Net Amount	VAT
3	1/2 day per week Curriculum Technical Support Telephone and remote support, Online job system, 24-hour response to critical emergencies, FITS report and planning. Service Level Agreement available for download: login to your control panel account (www.primaryt.co.uk) to view and print.	4,120.00	12,360.00	2,472.00
1	Half day per fortnight Curriculum Technical Support Telephone and remote support, Online job system, 24-hour response to critical emergencies, FITS report and strategic planning. Service Level Agreement available for download: login to your control panel account (www.primaryt.co.uk) to view and print.	2,420.00	2,420.00	484.00
4	Admin & Sims Support updates and support Telephone and Remote Support. Hardware support by Primary Technology Ltd. SIMS software support by Schools ICT Services Ltd.	1,940.00	7,760.00	1,552.00
4	Premium package upgrade for technical support 8-hour response to critical emergencies, 4 free callouts per year (30 mins per callout), Free support before and during Ofsted / HMI visits, Active server monitoring, Hardware and software inventory for PCs and laptops.	0.00	0.00	0.00

<b>Carriage</b>	0.00
<b>Net Total</b>	22,540.00
<b>VAT (20%)</b>	4,508.00
<b>Quote Total</b>	27,048.00

All orders subject to the enclosed terms and conditions. Payment of this invoice constitutes acceptance of any and all SLAs that are applicable to products detailed on the invoice.

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These Conditions apply to any Customer that places an order with Primary Technology Limited. By placing an order with Primary Technology Limited the Customer agrees to be bound by these Conditions of Sale.

1. DEFINITIONS: 1.1 In the Contract the following terms have the meanings shown next to them: Primary Technology means Primary Technology Limited whose registered office is at Upper Swain Royd Farm, Wilsden Road, Bradford, BD15 9AD. Conditions means these Conditions of Sale. Contract means this agreement for the provision of any Equipment and/or Installation services between Primary Technology and the Customer comprising in order of precedence: the Order Form; the Conditions; and any other documents and terms expressly incorporated into the Contract. Customer means the person with whom Primary Technology contracts to supply the Equipment and/or Installation services. Equipment means each item of equipment, including any Software, as specified on the Order Form. Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 1 of the Companies Act 2006 and as subsequently re-enacted. Installation means the installation of Equipment, as specified on the Order Form. Intellectual Property Rights means any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs. Order Form means the document that sets out the provision of Equipment and/or the Installation of the Equipment to be supplied under the Contract. Site means the place at which the Equipment is delivered, kept or installed and/or where Installation is to be undertaken. Software means any software and associated written and electronic documentation and data provided by Primary Technology under the Contract. Website means [shop.primaryt.co.uk](http://shop.primaryt.co.uk) or [crm.primaryt.co.uk](http://crm.primaryt.co.uk)

## 2. PROVISION OF EQUIPMENT AND INSTALLATION

### 2.1 Site Preparation and Access

2.1.1 The Customer agrees to prepare the Site according to any instructions Primary Technology may give. The Customer agrees to provide Primary Technology with reasonable access to the Site for the purposes of the Contract.

2.1.2 The Customer will obtain any permissions needed, including permission for any changes to the Site.

2.1.3 The Customer and Primary Technology will meet each other's reasonable safety and security requirements when on the Site. If the Customer or Primary Technology damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

2.1.4 The Customer is responsible for making the Site good, after any work undertaken by Primary Technology at the Site, including putting items back and for re-decorating.

### 2.2 Delivery and Installation

2.2.1 Primary Technology will use its reasonable endeavours to supply and, when ordered, complete the Installation and/or configuration of the Equipment by any date agreed with the Customer, but all dates are estimates.

2.2.2 If the Customer delays or prevents the delivery of the Equipment or the Installation, then Primary Technology may apply reasonable additional charges and/or claim a reasonable extension to any date agreed under clause 2.2.1. Primary Technology will notify the Customer in writing of any additional charges, which the Customer will pay directly to Primary Technology.

2.2.3 The Customer will take delivery of and sign for the Equipment on the date of delivery as notified by Primary Technology. On the day of delivery the Customer will notify Primary Technology if:

- (a) the quantity of packages delivered is different to the quantity shown on the delivery note; and
- (b) there is any damage to the packages or boxes.

Upon delivery the Customer will be asked to sign a delivery note by our appointed courier confirming the delivery of the Equipment. If the quantity of packages delivered is different to the quantity shown on the delivery note or there is any damage to the packages or boxes, then the Customer should write the word 'unchecked' on the delivery note.

2.2.4 The Customer must notify Primary Technology in writing of any damage to any of the Equipment (other than damage caused by any act or omission by the Customer) or any other discrepancy in the Equipment (including any faults in the Equipment and/or quantity of the Equipment) delivered within 5 working days from the date of delivery. Such notification should include model and part numbers of affected Equipment and identity of any software application.

2.2.5 Subject to clause 7, Primary Technology shall have no further liability to the Customer where the Customer has not notified Primary Technology as set out in clause 2.2.4.

2.2.6 Where there is a delay in the delivery of the Equipment or part of the Equipment, Primary Technology may propose to the Customer a substitution of another product of a similar specification to the Equipment or part of the Equipment.

2.2.7 Whilst Primary Technology will endeavour to ensure that the Equipment corresponds in every respect to any description, sample, specification, design features, or colour given, Primary Technology will not be liable for any minor variations in the Equipment.

### 2.3 Returns

2.3.1 The Customer shall follow Primary Technology's instructions when returning Equipment to Primary Technology. The Customer will ensure that Equipment is returned in 'as new condition', in its original packaging and that the seal is not broken for any software, unless otherwise agreed by Primary Technology in writing or if the software is faulty. Primary Technology may at its option either reject any returns that are not in accordance with its instructions or that are incomplete, or charge a restocking fee.

2.3.2 Unless otherwise stated, the Customer will be responsible for the risk and cost of all outward and return carriage and insurance of all

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Equipment returned by the Customer. The onus of proof of safe delivery to Primary Technology will rest with the Customer. In the event that no fault is found in the returned Equipment, Primary Technology may charge the Customer a twenty five per cent restocking charge, provided that the Equipment is in original 'as new condition'.

2.3.3 Primary Technology will raise a credit note for all returns that are not rejected in accordance with clause 2.3.1.

2.3.4 Primary Technology's sole liability for incomplete or damaged Equipment on arrival will be to replace the Equipment at its own expense.

### 3. ACCEPTANCE

3.1 If Primary Technology provides Installation services, Primary Technology may test the Equipment to ensure that it is ready for use in accordance with its established test procedures or programmes. Acceptance of the Equipment by the Customer will take place on the earlier of:

- (a) the date when Primary Technology notifies the Customer that the Equipment has passed Primary Technology's tests and is ready for use; or
- (b) the date when the Customer begins to use the Equipment; or
- (c) 5 days from the initial agreed date of delivery (where the Customer delays installation or re-schedules delivery) or 5 days after the date of delivery.

3.2 Subject to clause 2.2.4, if Primary Technology does not install the Equipment, acceptance of the Equipment by the Customer will take place when the Customer takes delivery or possession of the Equipment.

### 4. CUSTOMER'S OBLIGATIONS

4.1 Until it has paid for the Equipment, the Customer will:

- (a) keep the Equipment safe and only use it in accordance with any instructions Primary Technology may give;
- (b) only use or allow the Equipment to be used for any purpose for which it is designed;
- (c) not claim to be owner of the Equipment and use its reasonable endeavours to ensure that the owner of the Site will not claim ownership of the Equipment, even if the Equipment is fixed to the Site;
- (d) indemnify Primary Technology against all claims and proceedings arising from the Customer's use of the Equipment or if the Equipment is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep Primary Technology informed of anything which may affect the rights of Primary Technology, or involve Primary Technology in any proceedings, loss or liability.

4.2 Where requested by Primary Technology, Customer will promptly:

- (a) supply Primary Technology with configuration details in written format confirming the Customer's exact requirements; and
- (b) provide Primary Technology with all necessary information and assistance with regard to any aspect of the Equipment;

Primary Technology may apply reasonable additional charges and/or claim a reasonable extension to any date agreed under clause 2.2.1 if the Customer does not respond promptly to Primary Technology's request. Primary Technology will notify the Customer in writing of any additional charges, which the Customer will pay directly to Primary Technology.

### 5. RISK AND OWNERSHIP

5.1 Where the Contract includes delivery or Installation, risk passes to the Customer on delivery of the Equipment, but the Customer will not be liable for any loss or damage that is caused by Primary Technology's negligence.

5.2 Where the Contract does not include delivery or installation risk passes to the Customer when the Customer takes possession of the Equipment.

5.3 Ownership of the Equipment, (except for the Intellectual Property Rights) will pass to the Customer on payment in full of the charges as detailed on the Order Form.

5.4 Until payment in full:

- (a) the Equipment will appear in the Customer's books in the name of Primary Technology; and
- (b) in the event of Bankruptcy or threatened seizure of the Equipment, the Customer will immediately notify Primary Technology and Primary Technology may take action to repossess the Equipment. The Customer will also notify interested third parties of Primary Technology's ownership of the Equipment.

### 6. CONDITIONS

6.1 The parties acknowledge that these Conditions prevail over any terms and conditions where the Customer's purchase order constitutes the Order Form.