

Apollo TERMS AND CONDITIONS
This relates to the supply of goods and services
4 October 2022

CHANGES TO TERMS

The Effective Date of these Terms is set forth at the top of this webpage. As we add new products and services, we may modify these Terms. Apollo may modify these Terms at any time by updating the Terms. You are bound by any such modification; therefore, you should visit this page periodically to review these Terms. The amended Terms supersede all previous versions of agreements, notices or statements about the Terms, but changes will not apply retroactively.

1. Interpretation

- 1.1 In these terms, the following words and phrases shall have the following meanings:
Contract: these terms, Client's order and the Supplier's Order Acknowledgement.
Client: the person, firm or company to which the Services are supplied.
Changes: the installation, re-configuration or modification of Equipment.
Equipment: the Hardware and / or the Software.
Hardware: the hardware agreed to be supported as listed in the Order Acknowledgement.
Initial Term: unless otherwise stated on the Order Acknowledgement, one year from the Start Date.

2. Application of terms

- 2.1 These terms and conditions shall:
2.1.1 Apply to all services and products supplied.
2.1.2 Apply to all dealings relating to support services between the Supplier (Apollo) and the Client, and
2.1.3 Prevail over any inconsistent terms or conditions in or referred to in the Client's purchase order, confirmation order, or specification, or implied by law, trade custom, practice or course of dealing.
2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on Apollo unless in writing and signed by a duly authorised representative of Apollo.

3. Supply of Goods and Services

- 3.1 Apollo will supply the goods or Services to the Client in accordance with the specifications set out in the proposal and Service Level agreement.
3.2 Where the Services include a Response Time then:
3.2.1 Apollo will use its reasonable endeavours to respond to a valid Request within the Response Time detailed in the Service Level Specification.
3.2.2 The initial response to the Request will be by an engineer who will investigate the problem by telephone or remotely.
3.2.3 Requests which cannot be resolved by telephone or remote control may require further investigative work. The Request may be escalated and an engineer may visit the relevant Site. Onsite visits will only be provided within the Support Hours.
3.2.4 Apollo may repair Equipment away from the Sites when Apollo considers it necessary to do so.
3.2.5 Client agrees that Apollo may inspect the Equipment during the Support Hours at the Site. If repair is not included in the Services, then any work required to bring any Equipment into acceptable working order will be quoted to the Client. If the client refuses to have the work carried out Apollo reserves the right to terminate this Contract or exclude the affected Equipment from the scope of the Services.
3.3 Loan equipment may be provided at Apollo's discretion which remains Apollo's property. The Client is responsible for the loaned equipment and will pay Apollo in respect of any loss or damage to the loan equipment while in the possession of the Client.

Supply of Goods

Goods are subject to availability and may vary from those advertised.

- 3.4 You must decide before ordering if the goods are suitable for your needs; we don't accept any responsibility for assisting you with that decision.
3.4.1 Although we make all reasonable checks to avoid errors occurring, please note that we reserve the right to cancel or refuse orders for items shown on our website with an incorrect price or with any other incorrect information. No contract is made with you until we have dispatched your order. Where we make a mistake we will give you the option to either: (i) cancel your order and obtain a refund of any sums paid in advance; and/or (ii) place the order again at the correct price/on the correct terms.
3.5 Service outages. Many of the services are hosted on third party servers and will be dependent on a reliable internet connection.
If an issue with the service is raised Apollo will endeavour to fix (if it is within our power to do so) raise or escalate to appropriate supplier.
Please see section 6.4 – Apollo Supplied services.

Cancellation

- 3.6 You cannot cancel a submitted order for products once the goods have been ordered, unless this is agreed in writing.
3.6.1 The length of contract period is in proposal sent or section 8 Terms

Returns and Errors

- 3.7 All our goods are sold to you with the benefit of the manufacturer's warranty. We will accept returns of faulty goods notified to us within 14 days of delivery, subject to the terms of manufacturer's warranty. After 14 days you will need to deal with the manufacturer directly. Contact our Customer Services Department who will advise you on this. Telephone: 01803 444555.
3.7.1 If faulty goods are to be returned to us you must obtain an RMA (Returned Merchandise Authorisation) from our Customer Services Department. Telephone: 01803 444555. The RMA will be valid for 28 days. We will arrange for collection of the goods, which must be available for collection in their original packaging together with all accessories and manuals. We cannot accept unauthorised returns which do not have an RMA.
3.7.2 If you change your mind we may take goods back at our sole discretion if they are unopened, unused and in perfect condition within 14 days. We will charge a reasonable fee. Telephone: 01803 444555.
3.7.3 If you return goods please ensure that you have backed up and/or removed your data as appropriate. We will not be responsible for any data that is lost or left on equipment.
3.7.4 Please note we do not accept returns of special purchase items, consumables, opened packaged software (unless it is faulty) or pre-loaded/down-loaded software licences (unless faulty).
3.7.5 If you are unhappy with any Services we have provided you must promptly notify us in writing (and in any event, within 30 days of completion of the Services) and our sole liability to you shall be to re-perform any defective Services at no cost to you.
3.7.6 Without prejudice to your normal rights, the remedies in this Returns section represent your sole and exclusive remedies in respect of any issues you experience with the goods/services provided by us.

- Guarantee**
- 3.8 You will get the benefit of the manufacturer's warranty in respect of all the goods we sell. Please note that we do not provide any warranties ourselves in respect of goods and all other warranties and representations, whether express or implied, by statute, common law or of any other kind are hereby excluded to the maximum extent permitted by law. We may be willing to sell you an additional top-up warranty to supplement the manufacturer's warranty.
- Clearance / User Stock
- 3.8.1 A Clearance/2nd user product is deemed to be a product which is offered by the Company on any of its websites at a discounted price compared to its original cost where such products have been previously used or opened, have items missing or have damaged packaging. In addition, some have been repaired. Such products are sold on an 'as is' basis with no warranty or guarantee given by the Company other than the remaining manufacturer's warranty (if applicable). Clearance products are non- returnable and non-refundable.
- Delivery and/or Installation**
- 3.9 We will endeavour to deliver goods and services where applicable, but these are sometime dependent on the environment where they are located. We cannot take responsibility for poor infrastructure where it impacts on the products supplied.
- We charge for all deliveries
- 3.9.0.1 If the goods do not arrive or are incomplete, are the wrong goods or are damaged when you open them, you must tell our Customer Services Department within 14 days of receipt or expected delivery. Telephone: 01803 444555.
- 3.9.0.2 Risk passes to you on delivery. After delivery you are responsible for protecting and insuring the goods against loss, damage or destruction.
- 3.9.1 The Customer shall prepare the Site(s) in accordance with Apollo instructions so that the Equipment can be installed.
- 3.9.2 It shall be the Customer's responsibility to ensure that the physical infrastructure (such as electricity Supply, stable and maintained data network) at the Site(s) is suitable for installing and operating the Equipment to be used in delivering the Solution.
- 3.9.3 The Customer shall provide such assistance as is necessary to enable Apollo to fulfil its obligations under the Agreement including providing reasonable access to the Site(s) to perform any installation and maintenance work covered by the Solution.
- 3.9.4 Any installation date given is an estimate only and Apollo shall not be liable for any failure to meet such installation date.
- 3.9.5 Apollo shall attempt to comply with the Customer's reasonable requests regarding any installation but Apollo's decisions regarding installing the Equipment shall be final.
- 3.9.6 Apollo shall have no liability for any loss that the Customer or any third party may suffer as a result of installation of the Equipment.
- 3.10 Provision of Solution
- 3.10.1 Apollo shall provide the Solution at the Site(s) from the date on which the Equipment is installed and the System is activated.
- 3.10.2 Apollo will make all reasonable efforts to provide the Solution in a reliable manner and in accordance with good industry practice.
- 3.10.3 The Customer shall notify Apollo as soon as it becomes aware of a fault in the System and Apollo will use all reasonable endeavours to provide the

- Customer with Support Services as per the terms of the Agreement.
- 3.10.4 Apollo shall be entitled to interrupt its provision of the Solution:
- a) To perform required maintenance on or upgrades to the System;
- b) In the event of problems with the broadband network either at the Site(s) or in the public Internet Protocol environment;
- c) To comply with a request or order from a governmental or administrative authority or emergency service;
- d) If Apollo has a reasonable belief that an interruption is necessary to prevent fraud taking place; or
- e) If the Customer fails to pay any outstanding Charge within 14 days of the due date.
- 3.10.5 Apollo will give the Customer as much notice as is reasonably possible of any such interruption and shall resume provision of the Solution in as timely a manner as is reasonably possible in the circumstances, other than in the case of failure of the Customer to pay any outstanding Charge.
- 3.11 Limitation of Liability**
- 3.11.1 Apollo will endeavour to give the best advice but this is always dependant on having full facts, any costs, loss of business resulting from this advice cannot be compensated.
- 3.11.2 Apollo will make all reasonable efforts to ensure your data and security are protected, we recommend full back ups are always made and we cannot ensure the integrity of our backups on data that maybe held on systems of our partners such as Livedrive. We will retain your data backup for 30 days before deleting, unless expressly requested to delete immediately.
- 3.11.3 In regard the supply of phone or IT services it is the customer's responsibility to ensure passwords are stored securely and costs incurred through hacking and external attack cannot be compensated.
- 3.11.4 Apollo will endeavour to make your services (IT, email and VoIP) 100% available, if these systems are not for any reason available we will endeavour to restore them ASAP but cannot accept any liability for loss of earning or damage to the business as a result.
- 3.11.5 Apollo will advise and when required supply antivirus and other protective 3rd party software. All these protections and firewall configurations can not 100% guarantee your system and your data's integrity and security.
- 3.12 Service Outages – System crashes
- 3.12.1 Service Outages due to Power Failure or Disruption. You agree that Apollo is not required to provide you any credits or any other form of remuneration for the disruption of your Service and system downtime.
- 3.12.2 Apollo is not responsible for Service outages due to Internet outage or suspension or termination of broadband or ISP service by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of Service. You agree that Apollo is not required to provide you any credits or any other form of remuneration for the disruption of your system.
- 3.12.2 Apollo is not responsible for costs resulting from a termination of any service being terminated due to Internet outage, security risk, unsettled accounts or other technical or financial reasons
- 3.12.2 We cannot give performance guarantees on products supplied and supported by 3rd party suppliers. This includes, hardware, software, phones or any other service dependant on 3rd party services. We will always endeavour to fix issues within our control.
- 3.13 Additional Livedrive limitations

- 3.13.1 There is a limit of 5TB for any single external drive including NAS devices and USB drives.
- 3.13.2 You must at all times run the Livedrive software on any computer that is being backed up and you must ensure this computer connects to the Internet at least once every 30 days. Livedrive will remove backups for computers that have not connected to the service for 30 days.
- 3.13.4 With the exception of our business service, services that include Livedrive Backup are not to be used for archiving. You must at all times hold an original copy of the data in the original location on the system it was backed up from. If you delete files from your computer that have been backed up we will remove the corresponding backup from our servers.
- 3.13.2 If you wish to restore data backed up onto our servers we may require up to 72 hours' notice. Whilst ordinarily we would expect your data to be available for restore immediately, we reserve the right to archive data in facilities where it may not be available for immediate access.
- 3.14 Use of Loan Server
- 3.14.1 Apollo keep a stock of Loan servers which are available to all contract clients. The purpose of these servers is only as a short term emergency replacement or for testing. The supply of a server is FREE for the first 6 weeks.
- 3.14.2 Damage or loss of the loan server incurred whilst loaned to or on the clients site is the client's responsibility.
- 3.14.3 Charges for extended loan period. If no plan to return the loan server is made or the client keeps the server beyond a 6 week period, there is a weekly hire fee of £65 unless otherwise agreed in writing. The point at which the hire fees begin to be incurred after the initial 6 week loan is at Apollo's sole discretion.
- 3.14.4 Deliberate lapse of manufacturer's warranty invalidates FREE 6 week period.
- 3.14.5 The supply of a loan server is solely at Apollo's discretion.
4. **Quotes and starting work**
- 4.1 Any quotation is valid for a period of 30 days only, and Apollo has the right to withdraw it at any time.
- 4.2 Each order of acceptance of a quotation for services by the Client shall be deemed to be an offer by the Client subject to these conditions. The Client shall ensure that its order is complete and accurate.
- 4.3 A binding contract shall not come into existence between Apollo and the Client unless and until Apollo issues an Order Acknowledgement to the Client, or, if earlier, when Apollo begins to provide the Services to the Client.
- 4.6 Clients will be charged a minimum of 30 mins for work undertaken by Apollo. If a site visit is required a minimum of one hour will be charged.
5. **Client's obligations Responsibilities**
- 5.1 The Client will:
- 5.1.1 Provide Apollo with reasonable direct and remote access to the Equipment, and shall provide such reasonable assistance as Apollo may request, including, but not limited to, providing sample output and other diagnostic information.
- 5.1.2 Ensure that all data held on their systems is adequately backed up in a manner acceptable to Apollo prior to any work being carried out and that copies are made available to Apollo when required.
- 5.1.3 Put in place security measures to protect the Equipment from viruses, harmful code, malicious damage or unauthorised physical access.
- 5.1.4 Ensure that only personnel jointly designated by the Client and Apollo modify, configure, maintain or repair the Equipment.
- 5.1.5 Ensure the operating environment including data networks, broadband connections is maintained in such a manner as to support the solution supplied.
6. **Exclusions from Services**
- 6.1 Apollo shall be under no obligation to provide IT Services in respect of:
 - 6.1.1 Problems resulting from any modifications or customisation of the Hardware or Software carried out by the Client other than in the normal operation of the same;
 - 6.1.3 Incorrect or unauthorised use of the Software or Hardware or operator error where these are defined as use or operation not in accordance with the relevant manufacturer's documentation;
 - 6.1.5 Equipment which Apollo reasonably considers to be end of life or beyond reasonable repair or for which spare parts, drivers or updates are not readily available or require essential maintenance not included in the Services;
 - 6.1.6 Corrupted data held in data files or databases forming part of any application software. The Services in this case will be limited to restoring data from a backup held by the Client and taking advice from the software manufacturer,
 - 6.1.7 Consumables such as batteries, toner and ink or any other item classed as a consumable by an Equipment manufacturer.
 - 6.1.8 Servers out of manufacturer's warranty or support period.
- 6.2 Apollo shall upon request by the Client provide the Services notwithstanding that which would be excluded by condition 6.1 above and the time spent will be chargeable at the then current rates.
- 6.3 IT Services do not include:
 - 6.3.1 The cost of any third party software upgrades or subscriptions which Apollo advises are required;
 - 6.3.2 Development of bespoke software applications; and
 - 6.3.3 changes to or the moving of Equipment but Apollo will upon request by the Client provide such services and this will be chargeable at Apollo's then current rates.
- 6.4 Apollo Supplied services.
Supplied services include, Broadband, Phone systems, Hosted I.T. Services, Hosted 365, Web and email hosting, Domains, ESET, Heimdal and LiveDrive.
 - 6.4.1 We will maintain the back end of these products and inform you of changes.
Faults with these products will be managed by us. See section 3.5 for limitations.
Apollo will add and remove accounts free of charge, all other changes are chargeable.
Chargeable Support includes
User settings
Changes the user can make but that we make on the client's behalf are chargeable.
- 6.5 System Changes
Systems will be set up and installed as required. Changes made after 2 weeks of set will incur a fee based on the time required to implement the changes.
Faults
Raising a ticket for a fault on the system and the work to repair the fix will be undertaken free of charge. If the fault is found to be outside the phone system, such as local network infrastructure non Apollo IT support customers may be charged.
7. **Prices and Payment**

- 7.1 Payment is strictly within 14 days of invoice date for clients with an Apollo Account and upon receipt of invoice for all other clients.
- 7.1.1 Any recurring service such as contact support or Phone systems a direct debit mandate authorising Apollo should be completed
- 7.2 Late payment – invoices not settled within 30 days will incur an automatic late payment charge of £50.00 and charged interest on the amount outstanding from the due date to the date of receipt (whether or not after judgment), at the annual rate of 5% above the then current base lending rate of Lloyds Bank plc, accruing daily.
- 7.3 Any dispute of invoices needs to be made within 14 days of Invoice date.
- 7.4 Our advertised prices do not include VAT and delivery. The price of the goods may be changed from the one advertised. Please confirm the price before you order.
- 7.5 We accept payment by bank transfer, cheque, and most types of credit or debit card. Credit card and debit card payments are taken at the point of the customer order, not on dispatch of goods.
- 7.6 We remain owners of the goods you purchase until you have paid for all of them in full together with all other monies due to us from you under any contract or arrangement. You agree to give us the right to enter your premises at any time where the goods are stored so that we can retrieve and resell them if they are not paid for.
Until title passes to you under this condition you must:
- (i) keep the goods stored separately and clearly identifiable as belonging to us;
 - (ii) not remove any branding or identifying marks;
 - (iii) keep them fully insured for their full replacement value against loss, damage or destruction;
 - (iv) not sell, transfer, charge, mortgage, pledge or grant any license over the goods. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.
- 7.7 Under the Late Payment of Commercial Debts (interest) Act 1998 we can exercise our statutory right to charge interest and a compensation fee on all invoices overdue.
8. **Term**
- 8.1 The Services shall commence on the Start Date and will run for 12 months. The service or contract will be auto renewed for 12 months thereafter, unless and until terminated by either party giving a minimum of 1 months' notice prior to the renewal date of a Contract or otherwise in accordance with any other clause of a Contract.
IT support contracts require a minimum of 3 months' notice to the renewal date of a Contract.
- 8.2 Apollo Supplied service initial agreement periods
- Minimum term is 36 months for;
Phone lines, Broadband, Phone systems,
- Minimum term is 12 months for;
IT support contracts, Hosted I.T. Services, 365, Web and email hosting, ESET, Heimdal, Domains and LiveDrive.
- Some services may be sold for longer periods to secure better pricing; this will be detailed in the proposal.
9. **Warranties**
- 9.1 Apollo warrants to the Client that all services supplied under this Contract will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
10. **Remedies**
- 10.1 If Apollo's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Client (other than by reason of a Force Majeure Event), the Client shall be liable to pay to Apollo all reasonable costs, charges or direct losses sustained by it as a result, subject to Apollo notifying the Client in writing of any such claim it might have against the Client in this respect.
11. **Limitation of liability**
- 11.1 The following provisions set out the entire liability of Apollo (including any liability for the acts or omissions of its employees) to the Client in respect of any breach of the Contract and any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 11.2 All warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 11.3 Nothing in these conditions excludes or limits the liability of Apollo for death or personal injury caused by Apollo's negligence or fraud or fraudulent misrepresentation.
- 11.4 Subject to condition 1.3:
- 11.4.1 Apollo shall not be liable for any loss of profits, loss of business, depletion of goodwill or similar losses or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and
- 11.4.2 Apollo's total liability in contract, (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to £2,000.
12. **Intellectual Property Rights**
- 12.1 If the Supplier modifies the Hardware or Software or incorporates data or other information at the request of the Client, the Client shall indemnify and keep indemnified Apollo against all losses, damages, costs, claims and expenses incurred by Apollo in connection with any claim for infringement of any third party Intellectual Property Rights which results from that request.
- 12.3 The Client's use of the Software shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals and the Client shall comply with all licence agreements, terms of use and registration requirements.
13. **Confidentiality**
- 13.1 Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other. Each party shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging its obligations under the Contract and shall ensure that such employees are subject to corresponding obligations of confidentiality.
- 13.2 All materials, drawings, specifications and data supplied by Apollo to the Client shall at all times be and remain the exclusive property of Apollo, but shall be held by the Client in safe custody at its own risk until returned to Apollo, and shall not be disposed of or used other than in accordance with Apollo's written instructions or authorisation.
- 13.3 This condition 13 shall survive termination of the Contract, however caused.

14. **Non-Solicitation**
14.1 Neither party shall, during the continuance of the Contract, or within 6 months of its termination, whether on behalf of itself or a third party, solicit or seek to entice away any employee of the other. In the event of breach of this clause the party in default shall pay the other a sum equal to six months gross pay of the employee concerned being a pre-estimate of the cost of recruitment and training a replacement.
15. **Termination**
15.1 Apollo may terminate this agreement forthwith on giving notice in writing to the other if one party ceases to carry on business or commits any serious breach of any item of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 14 days after the receipt of the request in writing from the other to do so, to remedy the breach.
15.2 Apollo may terminate this Contract if the Client fails to pay any sum due under the terms of this Contract and such sum remains unpaid for 14 days after written notice from Apollo that such sum has not been paid.
15.3 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.
16. **Dispute Resolution Procedure**
16.1 If any dispute arises in connection with this agreement, directors or other senior representatives of the parties with authority to settle the dispute will, within 7 days of a written request from one party to the other, meet promptly in good faith to resolve the dispute.
16.2 If the dispute is not resolved in accordance with condition 16.1, the dispute shall be referred to mediation and the mediator shall be appointed by Apollo IT Ltd
16.3 If no mediation takes place within 28 days of the request under condition 16.1 Apollo IT Ltd will make a final decision on this.
17. **Data Protection Act and GDPR**
17.1 If any Personal Data (as identified by the Data Protection Act 1998) is passed to Apollo under this Contract then the parties agree that the Client is the Data Controller and that Apollo is the Data Processor.
In accordance with GDPR our privacy policy is available here <https://privacy.apolloit.co.uk> and our data register is part of our ISO documentation.
17.2 Apollo shall:
17.2.1 process the Personal Data only in accordance with instructions from Client;
17.2.2 process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
17.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing or loss, destruction, damage, alteration or disclosure;
17.2.4 take reasonable steps to ensure the reliability and confidentiality of any of Apollo's personnel who have access to the Personal Data.
18. **Force Majeure**
18.1 Apollo shall not be liable to the Client for any breach of its obligations under this the Contract, if such breach is due to an act, event omission or accident beyond its reasonable control (Force Majeure Event).
- 18.2 If a Force Majeure Event occurs, Apollo shall inform the Client as soon as possible and take all reasonable steps to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as possible.
19. **Waiver**
19.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
20. **Entire Agreement/Terms**
20.1 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
20.2 Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy (other than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.
20.3 The terms stated may need to be modified to reflect suppliers or other changes in circumstances, these will be updated on our web site.
20.4 We will advise you of any change in pricing or service we need to make.
- 21.2 Apollo may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
24. **Governing Law and Jurisdiction**
24.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.