

## Briars Hosted Exchange & Blackberry - Contract (It's as easy as A, B, C....)

Please complete sections A, B & C, and then fax to The Briars Group on 01483 413 411

A	<b>Business Details</b>			
	<b>Name:</b>		<b>Contact:</b>	
	<b>Address:</b>		<b>Tel:</b>	
			<b>Fax:</b>	
	<b>Postcode:</b>		<b>E-Mail:</b>	

B	<b>Services Required</b> (minimum contract period of 12 months)				
	<b>Tick (√)</b>	<b>Service</b>	<b>Qty</b>	<b>Yearly</b>	<b>Qtrly</b>
		<b>Hosted Exchange Mailbox with 1GB Storage.</b> <small>[Includes: Anti-virus, address book, calendar, task list, web access, and a licensed copy of Microsoft Outlook.]</small>	<small>[Min 5]</small>	<b>£100</b>	<b>£30</b>
		<b>Additional Mailbox Storage</b> <small>[available in units of 1GB]</small>		<b>£20</b>	<b>£6</b>
	<b>Hosted Blackberry Enterprise Service</b> <small>[Includes full Blackberry integration with Hosted Exchange for e-mail, calendar, and contacts]</small>		<b>£80</b>	<b>£24</b>	

C	<b>Options</b>			
	<b>Tick (√)</b>			
		<b>New Domain</b>	<b>Register a new domain for this service (£25 for two years)</b> e.g. mycompany.com	
		<b>Transfer Domain</b>	Specify the existing domain name that you wish to use with this service.	
		<b>Start Date</b>	<b>Choose a start date for the hosted services</b>	
	<b>Payment</b>	Payment via Direct Debit. Please complete and post back the attached DD mandate.	<b>Year [ ]</b>	<b>Qtrly [ ]</b>

I wish to apply for the services indicated above and accept The Briars Group Ltd terms and conditions as attached.		
<b>Name</b> .....	<b>Signed</b> .....	<b>Date</b> .....

## Briars Hosted Exchange & Blackberry - Terms & Conditions

### Definitions

- (1) 'The Briars Group' refers to The Briars Group Limited, Standard House, Weyside Park, Catteshall Lane, Godalming, Surrey, GU7 1XE
- (2) 'Contract' refers to the front page of this document which is signed by the customer and who is authorised so to do.
- (3) 'Customer' refers to the business or individual who has requested the Services and completed the Contract.
- (4) 'Services' refers to the Hosted Exchange and Hosted Blackberry Enterprise services subscribed to by the Customer.
- (5) 'Contract Period' is the length of time the customer is contracted to the service being for an initial minimum period of 12 months.

### Contract Terms

The Services will commence from the start date as indicated on the contract or as soon as practically possible thereafter and continue for a minimum period of 12 months. After the initial period of 12 months the Contract will continue indefinitely subject to 1 months notice of cancellation by either party. Fees are reviewed on an annual basis, and 1 months notice will be given of any changes, such notice to expire on any anniversary of the contract start date.

### Payment Terms

Initial and renewal payments will be collected by Direct Debit from the Customers bank account on either an annual or quarterly basis depending upon the option selected by the Customer. Should any due payments not be received by the due dates, The Briars Group reserves the right to suspend Services immediately. Suspended Services will only be restored after until the overdue balance is paid in full, together with a £50 re-connection charge.

### Services Supplied to the Customer

The Briars Group will provide the Customer with the Services which comprise the following:

- 1) One or more Exchange mailboxes and access to any additional features as indicated in the contract.
- 2) Access to our standard customer telephone support facilities which are available Monday to Friday 8:00am to 6:00pm
- 3) Anti-virus screening facilities for customer inbound and outbound e-mail.
- 4) Daily back-ups of Customer e-mail, address book, calendar, and task list information.

### Acceptable Use

Customers may not use the Services to facilitate, send, or store the following items: Un-solicited E-mails (Spam), Bulk E-Mail sending where e-mail recipient addresses exceed 1,000 on a single e-mail or the number of emails exceed 5,000 per day per mailbox user, Illegal Software or Images, or any material considered to be illegal in the United Kingdom, Pornographic Material, software in breach of the owners copyright – i.e: copied un-licensed or counterfeit software or other materials. The customer may not use the service to store material that is considered to be racist or likely to incite racist behaviour. In the event that The Briars Group is alerted to the existence of the above material on the Customer's Services, The Briars Group will contact the customer in writing and ask the customer to remove the material within 24 hours. If the customer does not remove the material, then The Briars Group has the right to remove or suspend the Customer's Services until the material is removed and a £50 re-connection charge has been paid. The Briars Group's decision shall be final in this matter.

### Customer Obligations

Customers are obligated to ensure their local computers using the Services have the latest security patches applied and up-to date anti-virus software and are secured from un-authorized access. In the event that The Briars Group is alerted to a Customer's Services being compromised by either a virus, worm, or Hacker, The Briars Group will contact the customer and ask them to secure/virus clean their computer. In the event that the Customer's computer causes network problems because of this issue, then The Briars Group has the right to disconnect the Customer's Services in order to re-store network stability. In this event, The Briars Group will alert the customer to this action. The Briars Group can provide additional off-site or on-site engineering assistance, however this will be charged to the customer at our current hourly rates.

### Service Availability Guarantee

The Briars Group guarantees 99.5% availability of its data centre services in any particular month. Connectivity problems due to; Customers' own Internet connections; general Internet problems; Blackberry device or Blackberry airtime problems are outside the control of The Briars Group and are excluded from this guarantee. The Customer agrees to indemnify The Briars Group from any and all consequential loss claims resulting from non-availability of the Services except for the value of the Refunds described below.

### Refunds

In the event that The Briars Group Hosted Exchange service availability falls below 99.5% in any particular month, we will credit the monthly charge for the Services in that month. In order for you to receive a credit on your account, you must notify us within seven (7) days of experiencing the problem by emailing [support@briars.net](mailto:support@briars.net). The final decision on whether a credit is genuinely due will be based on our data centre log files.



# Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

**The Briars Group Ltd**

**Standard House  
Weyside Park  
Catteshall Lane  
Godalming  
Surrey  
GU7 1XE**

Originator's Identification Number

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FOR THE BRIARS GROUP LTD OFFICIAL USE ONLY  
This is not part of the instruction to your Bank or Building Society.

Name(s) of Account Holder(s)


Bank/Building Society account number

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Branch Sort Code

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Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

**Instruction to your Bank or Building Society**

Please pay The Briars Group Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with The Briars Group Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Reference Number

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Banks and Building Societies may not accept Direct Debit Instructions for some types of account

DD11



This guarantee should be detached and retained by the Payer.



## The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change The Briars Group Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by The Briars Group Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.