

SERVICE AGREEMENT

Between

Meridian Training & Development Ltd

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For the provision of Software Telephone Support

THIS AGREEMENT is made on the

IN WITNESS whereof this Agreement has been executed on the day and in the year shown above.

.....
For And On Behalf Of Meridian

.....
For And On Behalf

Goldline Service Agreement

For the provision of Software Telephone Support

TELEPHONE SUPPORT CHARGES

OPTION 1	Hours	Per User
Per Incident Charge.	Mon. - Fri. 9.00 - 5.30	£20.00
Any Number of Users. No Minimum Number of Incidents.		

OPTION 2	Hours	Per Year
Unlimited Incidents for one year.	Mon. - Fri. 9.00 - 5.30	£1,500.00

OPTION 3	Hours	Per Year
Unlimited Incidents for one year.	24 Hours a day inclusive of weekends	£20,000.00

OPTION 4	Hours	Price
10 Incidents	Mon. - Fri. 9.00 - 5.30	£150.00
25 Incidents	Mon. - Fri. 9.00 - 5.30	£320.00
50 Incidents	Mon. - Fri. 9.00 - 5.30	£600.00
70 Incidents	Mon. - Fri. 9.00 - 5.30	£787.50
100 Incidents	Mon. - Fri. 9.00 - 5.30	£1,050.00
200 Incidents	Mon. - Fri. 9.00 - 5.30	£1,950.00
250 Incidents	Mon. - Fri. 9.00 - 5.30	£2,250.00
500 Incidents	Mon. - Fri. 9.00 - 5.30	£4,125.00

SUPPORTED PRODUCTS

Please tick the topics you would like Meridian to support. Please remember the support is at end user level.

Microsoft

Word
Excel
PowerPoint
Access
Project
FrontPage
Outlook

Adobe

Photoshop
Illustrator
InDesign
FrameMaker
GoLive
Acrobat

Macromedia

Dreamweaver
Flash

If you require additional products to be added please let us know

GOLDLINE SERVICE AGREEMENT

This Meridian Goldline Support Agreement (“Agreement”) provides you the (“Authorised Company”) with telephone services for your inquiries relating to products listed on the product List (“Products”). Meridian will provide one identification number (a “Personal Support Number”) for the Authorised Company which will permit telephone access to Meridian’s support specialists between the hours of 9.00am to 5.30pm, Monday to Friday, except public bank holidays, and other days nominated by Meridian as notified from time to time. The personal Support Number provided is for the use of the designated Authorised Company only. The Authorised Company is not permitted to share or duplicate the personal Support Number.

Under this agreement, priority telephone assistance is provided on technical questions concerning the installation, use and functionality of Products and related information. Every effort will be made to answer your questions promptly and such answers may include information on how to work around the problems encountered, or confirmation of expected functionality of the Product. This Meridian Goldline support programme does not include the provision of fixes or maintenance releases except at the sole discretion of Meridian, and does not extend to detailed Consultancy service about individual Products.

GENERAL TERMS AND CONDITIONS

SIGNATURE OF THE ORDER FORM OVERLEAF WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS.

SUPPORT SERVICES

For the term of this agreement, Meridian will provide the Authorised Company possessing a Meridian Goldline Support Number with the Telephone Assistance Programme purchased under this Agreement (“Telephone Assistance”),

PRODUCTS

(See attached Product list). This list is subject to change and Meridian reserves the right to change the Products covered by this agreement upon notice.

TERM AND RENEWAL

The Authorised Company will receive the Telephone Assistance for one year from the date of purchase. Meridian will notify you at least thirty (30) days prior to the termination of this Agreement (or upon the use of the final incident) of the then currently available Telephone Assistance Programs and the applicable renewal price.

CUSTOMER RESPONSIBILITIES

Only the Authorised Company may use the assigned personal Support Number to access Meridian Goldline Assistance. Under no circumstances may this Company share or duplicate this personal Support Number or allow another to use it to obtain support from Meridian. However, you may substitute another individual for the Authorised Company upon written notice to Meridian (only applicable to Option 2). You will be responsible for implementing procedures to avoid any misuse of excessive use of the Personal Support Number. Furthermore, it is the Authorised Company’s responsibility to copy or back up programme and data files before executing an instruction given by Meridian as Telephone Assistance.

LIMITATIONS

Meridian will not provide Telephone Assistance in any of the following instances: (1) the Authorised Company is no longer using the Software in accordance with the Product List, (2) the Authorised Company or a third party has modified or attempted to modify the Software or is using the Software with hardware or software (including operating system software) other than those specifically designated by the relevant software house for use with the Software, (3) Meridian has not received proper payment for the Telephone assistance, (4) the Authorised Company is using software which is classified as pre-release or evaluation software and which has been provided free of charge, (5) Meridian determines that the cause of the error or other problem reported is the malfunctioning or failure of any hardware, or (6) in response to requests to develop, interpret or rewrite applications.

TERMINATION

Meridian may terminate this Agreement at any time upon a breach of any of the terms of this agreement, including, but not limited to, the use of this Personal Support Number by anyone other than the designated Authorised Company or the failure to make proper payment. The terms and availability of the Telephone Assistance are subject to change upon prior notice.

LIMITED WARRANTY

Except as specifically provided in this agreement, Meridian makes no warranty or representation, either express or implied, with respect to Telephone Assistance provided hereunder, including its quality, performance, merchantability or fitness for a particular purpose.

LIMITATION OF LIABILITY

In no event will Meridian be liable for indirect, special, incidental, cover or consequential damage arising out of the use of or inability to use Telephone Assistance even if advised of the possibility of such damages. Specifically, Meridian is not responsible for any costs arising out of the use of Telephone Assistance including but not limited to, costs incurred as a result of lost profits or revenue, loss of use of computer programmes, loss of data, the costs of recovering programmes or data, claims by third parties or similar costs. In no event shall Meridian's liability exceed the amount paid for the Telephone Assistance.

GENERAL

This Agreement may not be modified other than by a written instruction signed by both the Company and Meridian. Any variances from or additions to the terms of this Agreement contained in any purchase order or other written notification will be of no effect. No Meridian employee is authorised to make any modification or addition to this agreement. To the extent that any third party supplies services hereunder as a subcontractor of Meridian, the liability of such third party be the same, supersedes all other communications, whether written or oral prior or contemporaneous.

Goldline Agreement

Description	Cost
	£
VAT at 17.5%	£
TOTAL	£
Personnel Support Number	
Name:	
Title:	
Company Name:	
Company Address:	
Town & County:	
Post Code:	
Phone Number:	
Fax Number:	
Email:	
Pre-Payment Required	
I enclose a cheque for £ made payable to Meridian T&D Ltd	
Date:	
Signature:	

NOTE: Signature constitutes acceptance of the Terms and Conditions attached.