



First-Aid Support Terms

1. **DEFINITIONS**

- 1.1 'First-Aid Support' means a non-contracted Computer, Media & Multimedia support service provided by **The Media Doctor** to the 'Supported Client'.
1.2 'Supported Client' means any person subscribing to a valid "First-Aid Support" scheme.
1.3 'Goods' means any goods and or services that are subject matter between **The Media Doctor** and the Supported Client.
1.4 'Conditions' means the terms and conditions set out herein, being in addition to **The Media Doctor** General Terms & Conditions.
1.5 'Software' means all software (including but not limited to, operating systems, network operating systems, firmware, utilities, applications and all associated documentation) provided or utilised by **The Media Doctor**.

2. **GENERAL**

- 2.1 'First-Aid Support' shall be upon the Conditions; except those varied in accordance with the provisions of clause 2.2.
2.2 The Conditions shall not be varied or added to by reference, incorporation or otherwise unless such variation is made in agreement between **The Media Doctor** and the Supported Client.

3. **PRICING POLICIES**

- 3.1 **The Media Doctor** warrants that all 'First-Aid Support' Initial payments and subsequent payments are non-refundable from date of payment(s) and are only subject to change via the provisions of clause 3.3 hereof.
3.2 **First-Aid Support** prices shown are for support only as advertised via **The Media Doctor** website; any products supplied in part or in whole remain subject to **The Media Doctor** General Terms & Conditions.
3.3 **The Media Doctor** shall at any time be entitled to increase 'First-Aid Support' prices.-
3.4 Should there be any increase in the cost to of purchasing by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of raw materials or tools or labour or transport or by reason of any other cause whatsoever beyond the reasonable control of **The Media Doctor**.
3.5 **First-Aid Support** is subject to withdrawal by **The Media Doctor** at any time; **The Media Doctor** will endeavour to continue to supporting current Supported Client's to the best of its ability.

4. **PAYMENT**

- 4.1 Should the sale for **First-Aid Support** be stated be a cash, Cheque or Debit sale, payment for Goods is due :-
4.1.1 Immediately prior to commencement of **First-Aid Support** by **The Media Doctor**, or;
4.1.2 Where **First-Aid Support** is delivered by **The Media Doctor** to the Supported Client, at the time of delivery.
4.2 Payment for **First-Aid Support** is non-refundable; Supported Clients cannot be credited for unclaimed support.
4.3 **The Media Doctor** reserves the right to suspend all or part of any support services when payment is overdue in whole or in part.
4.4 The Supported Client shall make all payments without any withholding, deduction or set-off or counter claim.
4.5 Time of payment by the Supported Client is of the essence.

5. **WARRANTY**

- 5.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

6. **TECHNICAL INFORMATION**

- 6.1 **The Media Doctor** may at any time withdraw a form of support if:-
6.1.1 The form of support is no longer financially viable.
6.2 Should there be any increase in the cost to of purchasing by reason of any foreign or currency fluctuations, alterations in any taxes or duties, variations in the cost of raw materials or tools or labour or transport or by reason of any other cause whatsoever beyond the reasonable control of **The Media Doctor**.
6.3 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

7. **PASSING OF RISK**

- 7.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

8. **RETENTION OF TITLE**

- 8.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

9. **USE OF GOODS**

- 9.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions

10. **CANCELLATION**

- 10.1 The Supported Client must give reasonable notice his/her/their intention to stop **First-Aid Support**; 30 working days notice by formal letter and or an e-mail.
10.2 No cancellation, alteration, amendment or postponement of delivery of all or part of an agreed purchase of goods for and on behalf of the Supported Client shall be effective unless communicated in writing to **The Media Doctor** and agreed in writing by **The Media Doctor**.
10.3 **The Media Doctor** shall be entitled to immediately suspend **First-Aid Support** if:-
10.3.1 It has received communicative intent from the Supported Client to stop support..
10.3.2 Financial records indicate that the Client has suspended payment(s).
10.3.3 Financial records indicate that payments are unreasonably overdue (15 working days).
10.4 Upon any such cancellation **The Media Doctor** shall be entitled to be paid the price of the Goods manufactured or supplied to the date of the cancellation and the Supported Client shall take over and pay for at the current price such materiel as have been allocated by **The Media Doctor** to the Supported Client.

11. **COMPUTER SOFTWARE**

- 11.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions

12. **EXCLUSION OF LIABILITY**

- 12.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

13. **PATENTS, TRADEMARKS, ETC**

- 13.1 For all other conditions refer to **The Media Doctor** General Terms & Conditions.

14. **TERMINATION**

- 14.1 If the Supported Client fails to take and or pay for Goods sold via valid invoicing **The Media Doctor** shall be entitled to treat the Contract as repudiated. Without prejudice to **The Media Doctor's** right to recover from the Supported Client by way of damages any loss or expense which **The Media Doctor** may suffer or incur by reason of the Supported Client default and **The Media Doctor** shall be entitled to dispose of the Goods as he shall think fit and shall not be under any liability to account to the Supported Client for the price received therefore or otherwise.
- 14.2 **The Media Doctor** shall be entitled immediately to terminate support at any time upon occurrence of any of the events specified in clause 10.2. Upon any such termination **The Media Doctor** shall be entitled to be paid the price of the Goods manufactured or supplied to the date of the cancellation and the Supported Client shall take over and pay for at the current price such materials as have been allocated by **The Media Doctor** to the Contract.
- 14.3 Should **The Media Doctor**, whilst in the possession of a Supported Client's property, detect media content of an objectionable nature **The Media Doctor** shall be entitled immediately to terminate support applying clauses 14.2.
15. **FORCE MAJEURE**
For all other conditions refer to **The Media Doctor** General Terms & Conditions.
16. **HEADINGS**
For all other conditions refer to **The Media Doctor** General Terms & Conditions.
17. **WAIVER**
For all other conditions refer to **The Media Doctor** General Terms & Conditions.
18. **SEVERABILITY**
For all other conditions refer to **The Media Doctor** General Terms & Conditions.
19. **NOTICES**
Any notice or communication to be given hereunder shall be delivered or sent by first class post to the address of the other party set out in the Quotation and shall be deemed to have been received by the addressee within two Working Days of posting.
20. **GOVERNING LAW**
- 20.1 Any Contract between the Supported Client and **The Media Doctor** and the rights and obligations of the parties thereto shall be governed by the laws of England and both parties hereby agree to submit to the exclusive jurisdiction of the English courts.
- 20.2 Should **The Media Doctor**, whilst in the possession of a Supported Client's property, detect media content of an unlawful nature **The Media Doctor** shall be under duty of law to report the matter to the appropriate authority.
21. **CONFIDENTIALITY & TRUST**
- 21.1 **The Media Doctor** undertakes to, warrants and guarantees the Supported Client that it shall never disclose to *anyone* nor use for personal gain any sensitive, personal or secure information it may acquired through working for the Supported Client.
22. **DATA PROTECTION**
- 22.1 **The Media Doctor** warrants to the Supported Client that:-
- 22.1.1 In accordance with the Data Protection Act 1998 (DPA 1998) the Information commissioner has been duly notified.
- 22.1.2 **The Media Doctor** will only hold only that personal information, within the terms of the DPA 1998, which is adequate to deliver Goods effectively.
- 22.1.3 **The Media Doctor** will make available upon formal request to the Supported Client, any and all data pertaining to said Supported Client; subject to a nominal administration charge to be no more than ten pounds sterling.
- 22.1.4 **The Media Doctor** will dispose of personal information in a secure and responsible manner.