

Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

# Advanced Media Engineering Datacentre Backup Terms and Conditions

These supplemental terms and conditions are to be read in conjunction with Advanced Media Engineering General Terms and Conditions of Supply. All defined terms within these supplemental terms and conditions have the same meaning as those set out in the General Terms and Conditions of Supply. In the event of any conflict between these supplemental terms and conditions and the General Terms and Conditions of Supply, the provisions of these supplemental terms and conditions shall apply.

## **General Terms and Conditions of Supply**

This agreement (the “Agreement”) is a legal agreement between you, either an individual or a single legal entity (“You” or “you” or “your”), and Advanced Media Engineering (“Advanced Media Engineering Datacentre Backup”).

### **1. DEFINITIONS**

“Customer Data” – The current data stored upon your system that you wish to be backed up, this does not include archive data and systems information.

“AME” – refers to Advanced Media Engineering Ltd.

“Customer” – this is you, either an individual, single legal entity, the company that accepted the quotation for the IT Equipment, software and datacentre backup provided by Advanced Media Engineering Ltd.

“IT Equipment” – this relates to any equipment that has been supplied by AME to facilitate the Datacentre backup.

“Software” – This relates to software that has been supplied by AME to facilitate the Datacentre backup.



Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

"Datacentre" – this is the location in which the IT equipment and backups resides.

"Minimum Cancellation Notice Period" means the minimum period of notice that a Customer must give Advanced Media Engineering Ltd to terminate the Service.

"Minimum Service Period" means the minimum service period as set out in

"Service" means the provision of the Datacentre Back up service as specified on the quotation provided by Advanced Media Engineering Ltd

"Service Period" means the period of the Service provided in accordance with this Agreement.

## 2. THE FEE

The Fee for the service is a monthly fee as stated in the quotation supplied by AME. AME reserve the right to increase the fee after the minimum service period.

## 3. LIABILITY

**3.1** Under no circumstances will AME be liable to the Customer or any other person for data that was never sent by the Customer, to the relevant backup data centre.

**3.2** The liability of AME to the Customer shall not exceed the invoice amount except in respect of injury or death. AME shall not be liable for any consequential loss or damage including any loss of profits or income and specifically the loss of any data which may be accidentally deleted by an AME agent or employee. Due to the potential loss of data caused by power surges, hardware failure, software conflicts and other unforeseen causes, AME cannot accept any responsibility for any such loss of data even where AME have supplied any product (hardware or software) or where an employee or agent shall have assessed the Customers system and where in the opinion of AME or its agents, there does not appear to be a potential for loss of data or system failure at the end of the century.



Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

NOTE: IT IS THE CUSTOMERS RESPONSIBILITY TO OBTAIN INSURANCE COVER FOR SUCH LOSS OR CONSEQUENCE OF SUCH LOSS.

**3.3** In all other cases not falling within clause 3.2, AME total liability to the Customer or any other person (whether in contract, tort, including negligence, or otherwise) under or in connection with the Service or provision of the Software will not exceed the fees paid by you for the use of the Service and Software.

#### **4. SERVICE PERIOD**

**4.1** Once the Service has been activated and is available for the Customer to use, the Customer may only end this Agreement by notice equal to the Minimum Cancellation Notice Period which must expire on or after the Minimum Service Period. The Minimum Service Period is 12 months from activation of the Service, followed by 1 month after the first year.

**4.2** Unless otherwise stated, the Minimum Cancellation Notice Period is 14 days (to expire on or after the Minimum Service Period). This cancellation only applies to the backup service and not the IT equipment or software that has been supplied.

**4.3** AME may terminate the Service by notice equal to the Minimum Cancellation Notice Period (to expire at any time on or after the Minimum Service Period) without our incurring any liability.

**4.4** The datacentre backup service shall terminate immediately upon the earlier of the following to occur:

- a) 30 days after the invoice date the Customer has failed to pay any service charges due or
- b) if the Customer becomes bankrupt, go into liquidation, suffer or make any winding up petition, make an arrangement with your creditors, have an administrator, administrative receiver or receiver appointed or suffer or file any similar action in consequence of debt.

**4.5** Following termination of the service for whatever reason:



Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

- a) The Customer will remain responsible to collect their equipment from the datacentre.
- b) It remains the Customers responsibility to ensure that the appropriate insurance is provided to cover this equipment to limit the risks in the event a natural disaster for example fire flood, or theft or should the equipment fail.

**4.6** The Customer agrees to the contract for the provision of the Service as laid out in our quotation and these terms.

**4.7** If the Customer terminates the Service prior to the expiry of the Minimum Service Period, otherwise than by reason of any breach of this Agreement by AME, the Customer shall make a one-off payment equal to the aggregate charges payable for the length of time remaining under the Minimum Service Period.

**4.8** The Service is otherwise subject to the termination provisions of AME's General Terms and Conditions.

## 5. SERVICES

**5.1** AME will supply the IT Equipment and software required to facilitate the Datacentre backup for you for the purposes of backing up the latest backup held at your site. However, the ownership of the IT equipment and software is with you as long as the equipment has been paid for in full and not AME and therefore remains the Customers responsibility. In light of this it remains your responsibility to ensure that the appropriate insurance is provided to cover this equipment in the event of a natural disaster, theft or should the equipment fail.

**5.2** It remains the Customers responsibility to ensure that any warranties for the IT equipment are keep up to date with the manufacturer. It also remains the Customers responsibility to ensure that the software that is required to facilitate the backup is kept within a maintenance contract direct with the manufacturer. AME can provide a quote and supply the maintenance renewal. If the Customer fails to keep the IT equipment with Warranty cover and the Software with a maintenance contract then AME will not have the ability to backup the data and therefore the Customer will not have an up to date offsite backup.



Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

**5.3** AME will store the Customer Data at a data centre at AME Solutions, 2<sup>nd</sup> Floor Wear House, Topsham Road, Exeter, Devon EX2 7AE.

**5.4** The datacentre backup will keep only one revision of the Customer's data.

**5.5** Upon termination of the service and once the customer has collected the equipment AME will not retain any of the Customers information.

## **6. CUSTOMER RESPONSIBILITIES**

**6.1** The Customer will maintain an internet connection of adequate capacity to enable backup data to be transmitted to AME. The data traffic required to maintain an up to date backup will consume bandwidth, and may have a detectable effect on the overall performance of your internet connectivity.

**6.2** The Customer will ensure the backup is functioning and AME will provide access to necessary information to accomplish this. It is the Customer's responsibility to confirm that all data the Customer wishes to be backed up is in fact included in the backup.

**6.3** It is the Customers responsibility to advise AME when additional data/files/information needs to be added to the backup. AME will not add any additional data to the backup unless advised by the Customer. This includes when new systems/solutions/servers are added to the Customers network, these will not automatically be added to the backup. The Customer will need to advise AME in writing what additional data is to be added.

**6.4** The Customer confirms it owns and is permitted to transmit all data to AME Solutions.

**6.5** The Customer agrees not to backup any data which is obscene, illegal, defamatory or which breaches the rights of any third party and will indemnify AME Solutions from any claims or costs arising out of breach of this clause.

**6.6** As detailed in 5.1, 5.2 it remains the Customers responsibilities to provide the appropriate insurance to cover the IT equipment and software that is required to facilitate the backup to AME's Datacentre. This insurance must cover the IT Equipment and Software in the event of a natural or manmade disaster, theft or equipment failure.





Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

## 7. LIMITATIONS

**7.1** AME's datacentre backup is a service intended to be an offsite backup to compliment your onsite backup set up and is a reasonable precaution against data loss in the event of a full disaster and to provide access to backed up data to enable business continuation after a complete disaster. AME's datacentre backup is not insurance against data loss nor is it a substitute for such insurance. AME's datacentre backup is not designed to be a single backup solution, nor a backup to provide quick restore of a file/email etc. The Customer confirms that it has a full onsite solution in place to back-up their entire data.

**7.2** AME will make reasonable endeavours to ensure that a current backup is maintained of all Customer Data. It is not possible to guarantee that all data files will be fully up to date at all times. Access to and restoration of an effective backup depends on an up to date copy of the data being held at AME's datacentre. Copying to backup can be delayed for a variety of reasons, e.g. there may be a third party communications failure, which delays transmission of a backup to AME's datacentre. Data files that are in use at the time of data loss may not be backed up.

**7.3** So far as is reasonably practicable, backups will continue to be taken on a 24 hour 7 day basis, it is however technically impossible to provide fault-free service, and the service is provided 'as is' and without warranties of any kind, express or implied (other than warranties not capable of exclusion). Whilst AME will use reasonable efforts to ensure that service is maintained at all times, to keep unavoidable interruptions to a minimum, and to give notice of anticipated interruptions, but it is inevitable that there may be times when the service or some aspects of it are not available.

**7.4** Backups capture the Customer Data at the time the backup is taken. A continuous record of the Customer's files will not be retained and only the files extant at the time of the backup are capable of being reinstated.

**7.5** Our obligations are limited to using reasonable endeavours to maintain an adequate recent backup, and to providing prompt access to such backup data as is available.



Advanced Media Engineering Ltd  
2<sup>nd</sup> Floor, Wear House  
Topsham Road, Exeter  
EX2 7AE

Tel: 01392 824022

Email: [info@amesolutions.co.uk](mailto:info@amesolutions.co.uk)

Web: [www.amesolutions.co.uk](http://www.amesolutions.co.uk)



Cyber Essentials Accredited  
Registration Number: QGCE 1423

## 8. ACCESS TO BACKED-UP DATA

8.1 Upon request from the Customer for Customer Data, AME will either;

- (a) Provide physical access to Customer Data, which is included within the Fee
- (b) Provide Customer Data upon a storage device at additional cost.

