



Overview

Often, after all the noise and excitement of getting your new CRM system, the value you get from it declines. Less of it is used as you or your people encounter challenges which don't get fixed, and you revert to spread sheets "just to get the job done". This can also lead to the data becoming unreliable and when you use it less and less, and you start losing your CRM skills. You can no longer remember how to write reports, which hastens the decline even further.

Soon your investment in time and money is wasted, and you just have another poorly used application. ***Well that doesn't have to happen with our support packages.*** We solve those issues fast, so you and your people keep using the system. We even help you to get more value out of it, and support your CRM development projects.

That is what we call Peace of Mind Support.

Service which gives you peace of mind

Document your current system - see levels of service comparisons

Document

In order to provide a professional level of support, we first need to document your system, as it is at the moment. We will then update this with any changes we make to it in the process of supporting you. That safeguards your future, and keeps the support we offer relevant for your organisation.

Map your processes

We would also suggest that you ask us to map your ways of working or processes, including who does what and why, with a workshop. We can then update these to reflect changes that you make over time, and advise how these need to be reflected in the CRM system.

Audit for improvement

Lastly you may not feel happy with your current system and ways of working, and feel you would benefit from an initial audit, creating a plan for future development

Support - see levels of service comparisons

Business as Usual

At a basic level, the support we offer will react to issues you or your staff have, which can be resolved without any fancy configuration or customisation, or if that is needed, manage resolution through the ZOHO support service. That means that you can carry on with business as usual, where the CRM can be critical.

Business improvement

Of course you may feel that "Business as Usual" is not good enough and you want to see a continual improvement in the value that you are getting from your CRM system. This could require some minor changes to the way that the CRM is configured to remove road-blocks, or helping you get better insights into how your business or team is performing.

Business Development

Or perhaps you have big plans for your CRM, and are quite happy to develop it yourself, but need to have a ZOHO CRM expert on hand to support and advise you when you get stuck. You may even need someone to do the small trickier parts of customising the system for you, if this is beyond your skill set.

Contact - see comparison

Single Contact

If you are a sole trader or running a small team you may want to have a single point of contact with our service desk. That can also be a great way of monitoring how things are going.

Team Contact

However, if you are running a larger team, or just don't have time to field ZOHO support issues from them, then you may want the users to have direct access to raise their own support tickets with the help desk.

Raising Tickets

We operate the ZOHO Help Desk system which enables you (or your people) to raise tickets and then see their current status and responses. Of course I love to talk to you, and that can often be easier than having emails flying around. However, all work will require a ticket to be raised so that we can track it and I can manage my work.

When you raise a support contract you will not be charged for these tickets of course.

Service Level Agreement and Fair Use - see comparison

Fair Use Policy

Our approach to supporting you, is that you will have peaks and troughs in what you need. Some months this will be high, while in others you need little or no support at all. However we do have a fair use policy which we review every six months, by tracking the hours logged against your support tickets. We also provide you with a monthly breakdown of what these are.

Each package has different fair uses attached to them, which you can see in the comparisons below.

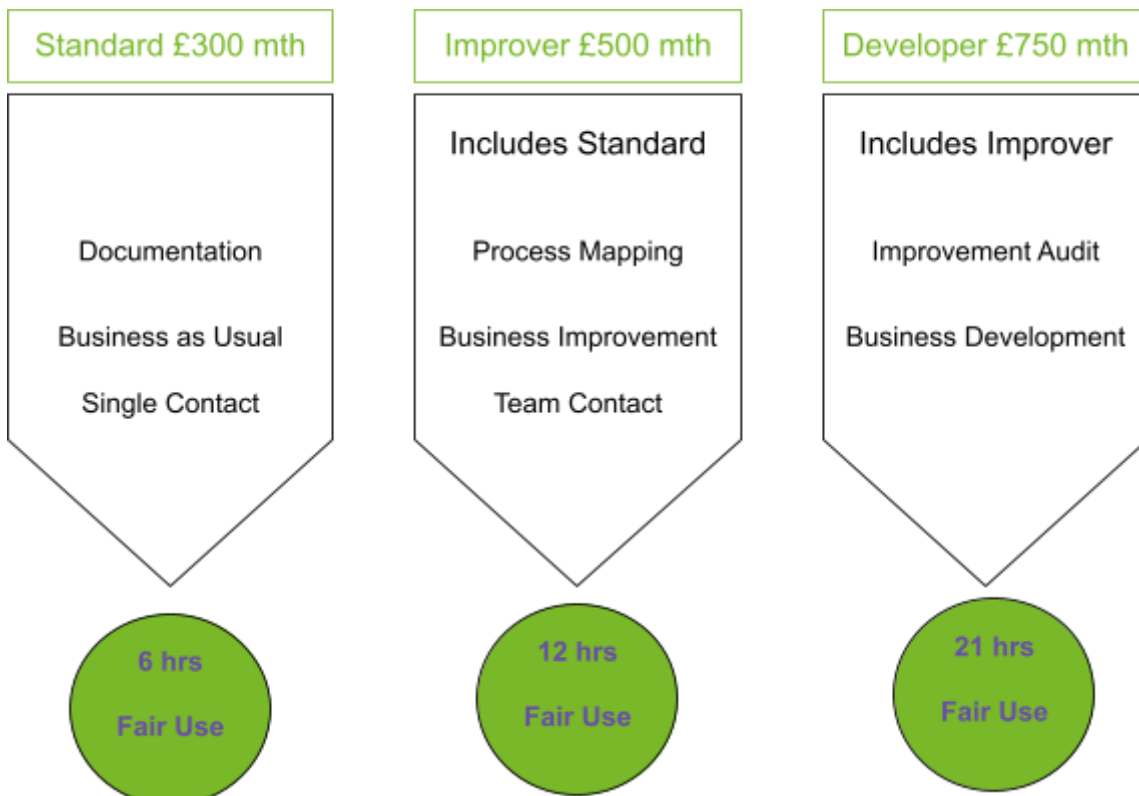
Response Times

The SLA defines response times to your support requests which are broken down below. It is tempting to mark every request as urgent, but we do ask our clients to use this prioritisation sparingly so that we can arrange to respond appropriately. That means, when we get a genuinely urgent request, we can act appropriately.

Priority	Definition and example	Response time
High	This is an issue which is materially affecting the business. As an example you can't send out quotes	Within 4 Hours
Medium	This is a serious issue which is impacting the business, but there is a work around for now. An example might be the email integration is not working	Within 24 hours
Low	This is an issue which needs to be resolved but isn't impacting day to day operations in the business	Within 7 days

(NB response is not a guarantee of resolution. It is to respond and start working on a resolution)

Level of Service Comparisons



Next Steps



Select the right Service Package for your business. Please don't hesitate to talk to me about this by either emailing me at nick@successfulcrm.co.uk or call me on 07983784816



Sign our business terms and return them which will prompt us to call you and arrange logins to your system so that we can start documenting it. If you have selected Improver or Developer packages we will also at this stage arrange a workshop.



You sign off the documentation process maps and audit (as is appropriate) and I give you access to the Help Desk to raise tickets.



We carry out the first 6 month review with you where we analyse the issues raised over the period. We can in these reviews identify potential areas of improvement for the CRM and assess the appropriateness of the package you have chosen

An example of our business terms follow. These are quite long but I understand that the terms are pretty standard. If you have an issue with any of them please let me know.

Business Terms:

Terms and conditions for the supply of Rapid Deployment Plan
Successful CRM

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

Conditions: these terms and conditions as amended from time to time in accordance with clause 2.6.

Contract: the contract between the Service Provider and the Client for the supply of Services in accordance with these Conditions.

Client: the person or firm who purchases the Services from the Service Provider.

Deliverables: all documents, products and materials developed by the Service Provider or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including but not limited to training materials.

Fees: the Fees payable by the Client for the supply of the Services in accordance with clause 5.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Premises: the Client's premises or premises used by the Service Provider for provision of Services from time to time.

Service Provider: **Successful CRM**, 49 Boxley Close, Maidstone, Kent, ME14 2DP **Company No. 08871167.**

Site: the Service Provider's site at www.successfulcrm.co.uk

Workshop: a workshop or presentation at the premises of the client or such other premises as arranged by the Service Provider.

1.2 Construction. In these Conditions, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);**
- (b) A reference to a party includes its personal representatives, successors or permitted assigns;**
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;**
- (d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and**
- (e) A reference to writing or written includes faxes and emails.**

2. Services and basis of contract

2.1 Services for Clients include the following discrete services:

Those laid out in Schedule 1: Peace of Mind Service Pack. These do not include customisation of the system involving coding

2.2 The Client shall specify which CRM system it is using that will apply to these services

2.3 The Request shall only be deemed to be accepted when the Service Provider issues written acceptance of the Request (the Confirmation), which shall include the provision of the required Services, commencement date, pricing and timescales, at which point the Contract shall come into existence.

2.4 The Contract, being formed of the Confirmation and these Conditions, constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Service Provider which is not set out in the Contract.

- 2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6 These Conditions may change from time to time and such changes shall be notified on the Site.

3. Supply of services

- 3.1 The Service Provider shall supply the Services to the Client in accordance with the Contract in all material respects.
- 3.2 The Service Provider shall use all reasonable endeavours to meet any performance dates but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Service Provider shall be available for Services between the hours of 8.30am and 5.30pm.
- 3.4 The Service Provider shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Service Provider shall notify the Client in any such event.
- 3.5 The Service Provider warrants to the Client that the Services will be provided using reasonable care and skill.

4. Client Obligations

- 4.1 The Client shall:
- (a) ensure that any information provided to the Service Provider is complete and accurate including full disclosure of all relevant issues;
 - (b) co-operate with the Service Provider in all matters relating to the Services;
 - (c) provide the Service Provider with such information, and access to such Premises and equipment as where relevant, as the Service Provider may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

- 4.2** If the performance of the Service Provider of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- (a)** the Service Provider shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the performance of the Service Provider of any of its obligations;
 - (b)** the Service Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the failure or delay of the Service Provider to perform any of its obligations as set out in this clause 4.2; and
 - (c)** the Client shall reimburse the Service Provider on written demand for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Client Default.

5. Fees and payment

- 5.1** The Fees for the Services shall be calculated in accordance with the Services required by the Client and shall be set out in the Services Provider's Confirmation.
- 5.2** Invoices are payable 14 days after presentation.
- 5.3** The Service Provider may require a non-refundable deposit which must be remitted prior to the commencement of the Services (Deposit).
- 5.4** The Services offered and Fees may change from time to time and any changes shall be reflected on the Service Provider's Site and, if such a change occurs during the term of this Contract, the Client shall be notified of any changes in the Fees in writing.
- 5.5** The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Service Provider may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Service Provider to the Client.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Service Provider.

7. Insurance

The Service Provider shall maintain in force, with a reputable insurance company, such insurance policies as to cover the liabilities that may arise under or in connection with the Services.

8. Confidentiality

A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, health records, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party). The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 8 shall survive termination of the Contract.

9. Limitation of liability

The Service Provider provides Services to business Clients in the course of their business only.

9.1 The Service Provider shall under no circumstances whatever be liable to the Client for any issues relating to a previous CRM, its IT systems or a failure of the CRM, the third party provider shall at all time remain liable for the performance of the CRM.

9.2 The Client alone shall be responsible for its compliance with data protection and confidentiality obligations in relation to the information held in the CRM.

9.3 The Service Provider shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

9.4 The total liability of the Service Provider to the Client in respect of all other losses arising under or in connection with the Contract, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Contract amount.

9.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.6 This clause 9 shall survive termination of the Contract.

10. Cancellation and Refunds

10.1 A Client in a Minimum Period Contract must pay the balance of the Fee if it wishes to cancel the Services before the end of the Minimum Period.

10.2 The Client may cancel a one off Service no less than 48 hours in advance and receive a full refund subject to clause 10.3 below.

10.3 Where Services have been Confirmed but have not yet commenced, and the Service Provider has incurred costs in preparing to provide the Services, the Client shall be liable for those costs.

10.4 Where a Deposit has been requested, it shall not be refunded in any circumstances.

11. Termination

11.1 Subject to clause 10, where Services are provided on an ongoing basis as opposed to a one off basis, then without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 4 weeks' written notice.

11.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of receipt of notice in writing to do so;

(b) the other party appears to be insolvent or undergoes an insolvency event.

- 11.3** Without limiting its other rights or remedies, the Service Provider may suspend or terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 7 days after being notified in writing to do so.

12. Consequences of termination

On termination of the Contract for any reason:

- (a)** the Client shall immediately pay to the Service Provider all outstanding invoices and, in respect of Services supplied but for which no invoice has been submitted, the Service Provider shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b)** the Client shall return any Deliverables which have not been fully paid for;
- (c)** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d)** clauses which expressly or by implication survive termination shall continue in full force and effect.

13. Force majeure

- 13.1** For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Service Provider including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Service Provider or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Service Providers or subcontractors.
- 13.2** The Service Provider shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

- 13.3** If the Force Majeure Event prevents the Service Provider from providing any of the Services for more than 4 weeks, the Service Provider shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

14. Disputes

- 14.1** If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.
- 14.2** The mediation will start not later than 28 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

15. General

- 15.1** **Assignment and other dealings.** The Contract is personal to the parties and shall not be assigned, transferred or otherwise dealt with without the written consent of the other party which shall not be unreasonably withheld.
- 15.2** **Notices.** Any notice or communication under this Contract shall be by email unless the Client has indicated an alternative preference prior to receiving the Confirmation and it shall be the Client's responsibility to ensure that the Service Provider has up to date contact details. Notice sent by email shall be deemed to be received at 9am the following business day. This does not apply to legal proceedings.
- 15.3** **Severance.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect
- 15.4** **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial

exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.**
- 15.6 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.**
- 15.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Service Provider.**
- 15.8 Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.**
- 15.9 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).**