

# IT Support Terms & Conditions

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# 1. Parties

## SUPPLY OF SERVICES TERMS & CONDITIONS/AGREEMENT

**THIS AGREEMENT is made between:**

### Parties

(1) Concero UK LTD, also trading as Concero Technology Services, a company registered in England and Wales under number 06673066 whose registered office is at Suite D, The Westlands, 132 Compton Road, Wolverhampton, WV3 9QB.

**(Supplier);**

(2) The Contract Holder: The individual(s) or organisation which Concero UK Ltd holds its contract to provide Services in accordance with these terms and conditions.

**(Customer).**

# 2. Application and Entire Agreement

2.1 In buying from Concero UK, the Customer acknowledges and agrees that it is buying goods and services as a business and not as a consumer. As a business, purchases the Customer makes from Concero UK will not benefit from the same statutory protection available to consumers under the Sale of Goods Act 1979 (as amended), the Consumer Contracts Regulations 2013 or any other consumer protection legislation. These Terms and Conditions must be read in conjunction with the other Terms and Conditions. These additional terms can be found at [www.concerouk.com](http://www.concerouk.com)

2.2 Concero UK reserves the right to change the Conditions from time to time either (i) on giving the Contract Holder no less than thirty (30) days' notice of the change and the date on which the change takes effect and/or (ii) by updating the same on its website at [www.concerouk.com](http://www.concerouk.com), in which case the updated Conditions shall take effect thirty (30) days after posting on [www.concerouk.com](http://www.concerouk.com)).

2.3 These Terms and Conditions should also be read in conjunction with the Service Level Agreement (SLA) (Schedule 2) and the IT Support

Proposal/Contract (Schedule 1) that is effective between Concero UK and the Customer.

2.4 You are deemed to have accepted these Terms and Conditions when you accept our Quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Proposal/Contract – Schedule 1) are the entire agreement between us.

2.5 You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 These Conditions apply to all of the Services and Products (as defined below) provided by Concero UK Ltd. If you do not wish to be bound by these Conditions, the Customer should not order or accept performance of the Services. These Conditions apply to the exclusion of all other terms and conditions that may be provided by the Customer.

### 3. Meanings

3.1 Within these Terms and Conditions, the following words are defined:

Agreement	These Terms and Conditions (IT Support Terms and Conditions) in conjunction with the terms of the Quotation/Proposal (Schedule 1) and/or Contract (Schedule 1), and the SLA (Schedule 2);
Baseline	Concero UK software which tracks key IT metrics. Available at: <a href="https://app.baseline.cloud">https://app.baseline.cloud</a>
Confidential Information	in relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement;
Contract Holder	Customer, you;

Contract/Service Contract	the Quotation/Proposal (Schedule 1) once signed or once services have commenced (whichever is earlier) between the parties ( <b>Concero UK</b> and the <b>Contract Holder</b> );
Customer Portal	The portal by which Customers can view, update and manage all of their current and previous support requests. Available at: <a href="https://support.concerouk.com">https://support.concerouk.com</a>
Deliverables	all documents, items, plans, products, goods and materials supplied by the Supplier, including any methodologies, ideas, designs, computer programs, data, disks, tapes, and reports, in whatever form, which are developed, created, written, prepared, devised or discovered by the Supplier or its agents, sub-contractors, consultants and employees in relation to the Services;
Effective Date	The date in which any Service Contract takes effect between Concero UK (Supplier) and the Contract Holder (Customer). Please refer to Schedule 1 (your original Quotation/Proposal and/or Contract);
Equipment	any equipment, systems, tools, cabling, items, materials or facilities requested or used directly or indirectly in the supply of the Services, by the Supplier or its sub-contractors;
Planned Visits	Any onsite visit taking place at a Customer's premises between Concero UK and its representatives and a Customer and their representatives;
Premises	the Customer's premises as stated within the original Quotation/Proposal and/or Contract (Schedule 1);
Quotation	your individual Proposal/Contract prior to signing (Schedule 1);
Services/Products	<p>Service Type: IT Support</p> <p>IT Support Products Covered: 'Scheduled Support', 'Scheduled + On-Demand', 'On-Demand', Bespoke.</p> <p>the services and products which are set out and described in Schedules 1 and 2 of this Agreement, together with any other services which the Supplier provides or agrees to provide to the Customer through the change control procedure set out below (Change Control).</p>
Service Charges	the charges for the Services, which are set out in your original Quotation/Proposal and/or Contract (Schedule 1);

Service Levels	the service levels, standards or performance targets applicable to the Services, which are set out in Schedule 2 of this Agreement;
Specification	the description or specification for the Services as set out in Schedule 1 of this Agreement (your original Quotation/Proposal and/or Contract) or as otherwise agreed between the parties through Change Control;
Supplier	Concero UK Ltd, Concero UK, we;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.

3.2 In this Agreement, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this Agreement; and
- g. "writing" or "written" will include fax and e-mail unless otherwise stated.

## 4. Provision of Services

4.1. The Supplier shall provide the Services to the Customer on the terms and conditions of the Contract from the Effective Date and as set out in Schedule 1.

4.2. The Services will be provided by the Supplier either:

- a. on an on-going basis; or

b. in response to each request from the Customer from time to time as specified in Schedule 1.

4.3. The Agreement begins on the Effective Date (as per Schedule 1) and will continue for the initial term (as per Schedule 1) and shall be automatically renewed under the clause below (**Automatic Renewal**) unless terminated earlier by either party under the clause below (**Termination**).

4.4. The Supplier shall provide the Services (including any Deliverables) at the Premises in accordance with the Specification and the Service Levels in all material respects. Time is of the essence for any dates for delivery of the Services under this Agreement, unless specifically stated otherwise in any schedule.

4.5. The Supplier shall perform the Services with reasonable care and skill, in accordance with:

a. generally recognised commercial practices and standards in the applicable industry; and

b. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.

4.6. The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to the Supplier.

#### On-boarding

4.7 The date of Concero UK's acquisition of control of a customer's network (Effective Date – Schedule 1) shall be agreed in writing between the two parties.

4.8 It is the customer's responsibility to notify the outgoing IT Support Provider of their intention to change their IT Support Provider either at the point of, or prior to, signing the Contract (Schedule 1) with Concero UK.

4.9 It is the customer's responsibility to notify the outgoing IT Support Provider of the Effective Date of the Contract (Schedule 1) between the Customer and Concero UK either at the point of, or prior to, signing the Contract.

4.10 At the point of signing the Contract (Schedule 1) the customer gives Concero



UK permission to act on their behalf.

- 4.11 At the point of signing the Contract (Schedule 1) Concero UK will conduct a credit check. See below clauses under the **Credit Control** sub-heading.
- 4.12 Concero UK will require all administration passwords for the customer network by the Effective Date (Schedule 1). This includes, but is not limited to; credentials providing access for Servers, Apple ID's, VPP accounts, and Cloud Services.
- 4.13 At the point of receiving any relevant passwords, Concero UK will change any passwords received.
- 4.14 Failure to provide all necessary passwords will result in a delay to the delivery of Concero UK's service.
- 4.15 At the Effective Date (Schedule 1) Concero UK will delete any pre-existing back-up schedules.
- 4.16 At the Effective Date (Schedule 1) Concero UK shall complete a manual back-up of the Customer's network.

#### Planned Visits

- 4.17 Planned visits are subject to change for a variety of reasons. Any changes made to planned visits are made at Concero UK's sole discretion.
- 4.18 Customers will be notified of any changes made to planned visits at the earliest possible moment.

## 5. Customer's Obligations

5.1. No amendment shall be made to Schedule 1 except on terms agreed in writing by the Parties in accordance with the clause below **Change Control**.

5.2. The Customer must:

- a. co-operate with the Supplier in all matters relating to the Services;
- b. provide, in a timely manner, any Equipment, materials and any information as the Supplier may reasonably require; in the case of Equipment, the Customer shall ensure that it is in good working order and suitable for the purposes for which it is

used, and in the case of information, the Customer shall ensure that it is accurate in all material respects;

- c. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
- d. provide to the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises and other facilities as reasonably required by the Supplier;
- e. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises;
- f. inform the Supplier of any customer intentions to become part of a Multi Academy Trust (MAT) at the earliest possible moment;
- g. inform the Supplier of any customer intentions to change or amend the name of the customer organisation at the earliest possible moment;
- h. follow and implement all the recommendations identified and stated within Development Plan Meetings and the Development Plan (available to view at Baseline);
- i. complete the 'Customer Roles and Responsibilities' document which specifically nominates: an IT Contracts Manager, an IT Coordinator and an IT Safeguarding Officer. Concero UK must be notified immediately in writing of any changes in the personnel assigned to any of the above positions (IT Contracts Manager, IT Coordinator, IT Safeguarding Officer).

### 5.3. The IT Contracts Manager must:

- a. approve and amend all contractual documentation;
- b. attend periodic Customer Review Meetings (as per the SLA – Schedule 2);
- c. attend any Development Plan Meetings;
- d. monitor service levels against KPI's and follow through on resolution;
- e. ensure access for onsite Concero UK staff;
- f. ensure all third party contracts are in place;

- g. process invoices and resolve any payment issues;
- h. sign off quotes and purchase orders;
- i. agree and authorise all 'Additional Services' (see Schedule 2) work in advance of it being undertaken;
- j. arrange GDPR Data Protection compliance;
- k. inform Concero UK of all third party contact detail;
- l. review all relevant information within Baseline at regular intervals.

5.4. The IT Coordinator must:

- a. act as the first point of contact for the Concero UK team;
- b. attend any Development Plan Meetings;
- c. address all onsite day-to-day issues;
- d. be the bridge between all users and Concero UK;
- e. identify all user training needs;
- f. identify the need for 'Additional Services' (See SLA – Schedule 2) work to be undertaken, raise paperwork and chase authorisation;
- g. ensure that the general responsibilities of all Customer staff members are enforced (as per clause 5.6.);
- h. review tickets across the entire Customer organisation at least every 3 working days;
- i. review all relevant information within Baseline at regular intervals.

5.5. The IT Safeguarding Officer must:

- a. act as the main point of contact for all IT Safeguarding issues;
- b. attend any Development Plan Meetings;
- c. ensure that all IT systems are safe for use;
- d. monitor and report on any actual or potential safeguarding issues to the customer and Concero UK staff.

5.6. General responsibilities of all Customer staff members:

- a. all staff members must follow the Incident Logging Process (see SLA – Schedule 2);
- b. each individual staff member must log their own tickets according to the SLA (Schedule 2);
- c. staff members must ensure adequate description of any issues logged;
- d. staff must log a separate ticket for each individual issue;
- e. respond to Concero UK within 3 working days via the Service Desk;

- f. staff need to review any tickets logged under their names on the Customer Portal at least every 3 working days;
- g. Only log tickets for devices that are the property of the Customer's premises, as opposed to personal devices;
- h. staff members should regularly provide feedback which we will use to update and improve our Services.

#### Availability of Customer Premises, Systems and Equipment

- 5.7. It is the Customer's responsibility to ensure that Concero UK employees and subcontractors have sufficient authorised access to premises, systems and equipment in order to allow Concero UK to deliver our service. This should include both onsite attendance and authorisation for remote access.
- 5.8. If, for whatever reason, the Customer premises, systems and equipment are not accessible for us to fulfil a planned visit and we have not been notified at least 48 hours in advance, then the planned visit will be lost.

#### Software and Licenses

- 5.9. Any Software made available to download, purchase, or access via Cloud from Concero UK is the copyrighted work of Concero UK and/or its suppliers. When the Customer purchases Software, the Customer is actually purchasing a license to use the Software rather than purchasing the Software itself. Software licenses purchased from Concero UK are subject to the licence agreement that accompanies the Software (the "Licence Agreement"). The Customer will be required to agree to the terms and conditions of the Licence Agreement when the Software is installed. It is the responsibility of the Customer to ensure the Licence Agreement is for a sufficient number of end users.
- 5.10. Any licence to use a Subscription Service made available to download or purchase from Concero UK is the copyrighted work of Concero UK and/or its suppliers. When the Customer purchases a licence, the Customer is actually purchasing a license to use the Subscription Service rather than purchasing the Subscription Service itself. It is the responsibility of the Customer to ensure sufficient licences are purchased for the number of end users or Hardware that will access the Subscription Service.
- 5.11. The Customer shall grant access to the Software only to those employees and contractors requiring such access and shall take all such reasonable steps to ensure that all such persons are bound by the same obligations as the Customer and in particular shall ensure that such obligations are

expressed so as to ensure beyond any termination of such persons' contracts with the Customer.

#### Anti-Virus Protection

5.12. The Contract Holder must ensure that the Network is protected against the threat of virus infection by installing and maintaining up to date anti-virus software.

#### Software Maintenance

5.13. The Contract Holder must keep the Network current and secure by applying all appropriate validated service releases and software updates from Concero UK or the appropriate 3rd party vendor.

#### Acceptable Use Policies

5.14. The Contract Holder must, at all times, implement and enforce an Acceptable Use Policy for the Network. The Contract Holder shall be responsible for ensuring that all users of the Network comply with the Acceptable Use Policy. Further, where there is a breach of the Acceptable Use Policy, the Contract Holder shall take such steps as are appropriate in all the circumstances (which may, for the avoidance of doubt, include disciplinary action and/or ceasing to permit further use of the Network by the relevant individual(s)).

#### Internet Access

5.15. The Contract Holder shall be responsible for procuring all required Internet connections and, for the avoidance of doubt, all Internet costs shall be entirely the responsibility of the Contract Holder

#### Licensing

5.16. The Contract Holder must have in force current software licenses for all software on the Network.

#### Network maintenance and configuration

5.17. The Contract Holder must maintain the configuration, hardware and cabling relating to the Network(s) in good working order and within any specifications provided by Concero UK.

#### Server maintenance

5.18. The Contract Holder must maintain securely, current backup copies of all relevant live systems that enable effective running of the Contract Holders network. These backup copies should enable a successful restoration of the live system by implementing a satisfactory backup approach using software tools and processes to test the quality. Suitable retention policies following best practice should be employed to enable a recovery in the event of a network failure. The Contract Holder must provide access to the current backup copies to Concero UK (and any Concero UK authorised third party) personnel connected with the provision of the Services where required.

### Network access

5.19. The Contract Holder must permit Concero UK (and Concero UK authorised third party) personnel connected with the provision of the Services access to the Contract Holder's premises to work on the Network where reasonably required.

### Remote diagnostic services

5.20. Where required to provide any of the Services, the Contract Holder shall ensure the provision of an installed data link through which Concero UK can access the Network using Concero UK's chosen remote access software and technology. The Contract Holder must also provide access to those areas of the Network as required by Concero UK for Concero UK to deliver the Services.

### Fair Usage

- 5.21. We will use reports from our system to monitor usage. If we see examples of consistently high usage, we may choose to apply these Fair Usage terms.
- 5.22. As experienced IT Support providers, we know how much technical support is typically required. These terms will not impact the vast majority of Customers. However, if a Customer demands exceptionally high support for an unusually long period of time, then we will contact you to discuss this.
- 5.23. We will work in conjunction with the Customer to identify the root causes and:
- Help to identify what we can do to improve your IT Service.
  - Help reduce demands upon the Customer's IT team.
- 5.24. This does not implement hard limits on the service we offer, so you will never find yourself without support when you need it most.

### Advice Concerning Viruses

5.25. Should the Contract Holder wish to receive advice from Concero UK concerning the treatment of any of the effects of a Virus, Concero UK shall be entitled (but not obliged) to provide such advice but the Contract Holder accepts that, as Concero UK does not have specialist knowledge concerning Viruses, such information is given on a reasonable endeavours basis and the Contract Holder shall not be entitled to rely on such advice. Should the Contract Holder wish to receive specialist advice concerning any Virus, the Contract Holder agrees to obtain such advice directly from a manufacturer of virus-checking software or another specialist in that field of expertise.

### Provision of Software for The Remote Diagnostic Service

- 5.26. No software licence of any sort is granted to the Contract Holder on software provided as part of any remote diagnostic service to the Contract Holder and the Contract Holder is not permitted to use in any way any software resident on the Network which may be provided as part of any such service.
- 5.27. Concero UK may at its discretion at any time remove any software referred to in Condition 5.26. (above) from the Contract Holder's Network. This provision

shall override any conflicting provision in any software licence agreement provided to the Contract Holder in connection with the service.

### Strategic Change

- 5.28. The Contract Holder must notify Concero UK before strategic changes are made to the Network. Advance knowledge of planned changes will ensure that Concero UK engineers have current information on the status of the Network, helping Concero UK to resolve issues affecting the Network more efficiently. Concero UK considers strategic changes to be changes that significantly alter the Network including:
- a. adding a new server to the Network;
  - b. changing the configuration or role of a server connected to the Network;
  - c. changes to the topology and/or infrastructure of the Network; and/or
  - d. change of Internet provision (including change of Internet Service Provider);
  - e. change of Telephone Provider, Access Control Provider, or Building Management Systems Provider.

### Service Limitations

- 5.29. The provision of the Services relates only to the Network(s) as set out on the original network support quotation or subsequent network support renewal forms. No quotation or renewal form will be accepted for part of a Network.
- 5.30. The Services do not include:
- a. assistance with relocation of the Network(s) or part of the Network;
  - b. any provision of the Services required as a result of any accident, neglect, alterations, improper use or misuse (including in breach of the Acceptable Use Policy) of the Network or any part of the Network;
  - c. any provision of Services necessitated by repairs to the Contract Holder's premises, hardware or software attempted by non-Concero UK personnel;
  - d. assistance with writing or rewriting any software;
  - e. support for software on the network (other than the network software itself);
  - f. advice given in connection with the removal or treatment of any Virus (please see also Condition 5.25. (above));
  - g. support in respect of products and/or services made available by Concero UK to Contract Holders and that are categorised by Concero UK as subject to a separate agreement and charging regime; and
  - h. any on-site time at the Contract Holder's premises or any other actions from Concero UK other than through a remote diagnostic session.

### Additional Services

- 5.31. As outlined within the SLA (Schedule 2) additional services (meaning services external to Concero UK's standard service offering and/or remit) can be requested by customers.
- 5.32. Acceptance of additional service requests is decided with Concero UK's sole

discretion.

5.33. Certain additional services will incur additional costs.

#### Installation

5.34. As well as the terms and conditions contained within this agreement, projects that contain a provision for the installation of goods may also have to adhere to bespoke terms outlined within an individual project document.

5.35. Goods procured by the customer externally to Concero UK may or may not affect the service delivered. Goods procured by the customer externally to Concero UK may or may not require a project-level installation, of which Concero UK will decide at its sole discretion. This may or may not incur additional costs to the customer.

5.36. Concero UK reserves the right to refuse to install goods procured.

#### Audio/Visual (AV) Maintenance

5.37. Deep cleaning of projectors can be purchased as an additional service and is not included in our standard service offering.

5.38. Concero UK will not cover the cost of replacement parts.

5.39. Concero UK will not cover the costs of packaging and postage for off-site warranty repairs.

5.40. Concero UK will not cover the cost of third party labour charges.

5.41. Concero UK will be unable to clean projectors that out of reach when using step ladders (of which Concero UK shall provide) as part of our standard AV Maintenance service offering.

5.42. For 'Scheduled' customers: AV Maintenance visits will consume a pre-purchased 'scheduled' visit.

#### General Advice

5.43. The Contract Holder accepts that when providing any oral advice or suggestions during the Services, Concero UK is relying upon information given to it by the Contract Holder about the Contract Holder's Network, its configuration and usage, and any future improvement or strategic direction. Whilst it is given in good faith, it is for the Contract Holder to verify whether any such advice or suggestions are suitable for its purposes and Concero UK shall not be liable in contract, tort or otherwise for any direct, indirect or consequential loss or damage arising out of or in connection with any such advice or suggestions. Any oral suggestions or advice tendered by Concero UK must be confirmed in writing before Concero UK will accept any liability for any such advice, which shall, in any event be limited to a refund of the charges paid for the relevant Services. In no event will Concero UK be liable for any indirect or consequential loss or damage arising out of or in connection with any such written confirmation.



## 6. Defective Services

- 6.1. The Customer shall, without limiting any right or remedy of the Customer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.
- 6.2. Where any defect in the provision of the Services is reported to the Supplier by the Customer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.
- 6.3. At Concero UK we have a formal and an informal Complaints process. An informal complaint differs from a formal complaint in the way it is processed but both contribute to the overall complaints process.
- 6.4. An informal complaint is raised through discussion (written or verbal) and should always be attempted before moving into the formal complaint process.
- 6.5. Informal complaints should be raised by the complainant with the appropriate Concero UK representative, or the Service Manager.
- 6.6. If a complaint cannot be resolved informally, then the complainant should proceed to raise the complaint by the formal channel.
- 6.7. A formal complaint should be raised following the Formal Complaints Process which can be found at <http://www.concerouk.com/>
- 6.8. The Supplier shall promptly notify the Customer of:
  - a. any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware;
  - b. any circumstances from time to time which may prevent the Supplier from providing the Services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided; and
  - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim

against the Customer or which may result in any adverse publicity for the Customer.

## 7. Charges and Payment

### Credit Control

- 7.1. Concero UK reserves the right to run a credit check with a relevant credit agency before giving a Customer credit, and to validate any credit card account holder or delivery address details.
- 7.2. Concero UK reserves the right to impose credit limits on customer accounts, with amounts set at Concero UK's sole discretion.
- 7.3. In consideration of the provision of the Services by the Supplier, the Customer shall pay the Service Charges as set out in Schedule 1. Time is of the essence for the payment of the Service Charges.
- 7.4. All charges quoted to the Customer are exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.5. Where Services are provided for a fixed price, the total price for the Services is set out in Schedule 1. Payment is due from the Service(s) commencement (Effective Date – Schedule 1), or when an agreed instalment is due (Schedule 1), and the Supplier shall invoice customers in advance. The Supplier shall invoice the Customer for the charges that are then payable, together with any Equipment, materials and expenses, which have not been expressly included in the fixed price and VAT.
- 7.6. Expenses incurred by the Supplier may include: the cost of hotel, subsistence, travelling and any other expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. Any expenses in excess of £0 must be pre-approved by the Customer in writing. Such expenses, materials and third party services must be invoiced by the Supplier at cost, together with VAT, which the Supplier will add to its invoices at the appropriate rate.

- 7.7. The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within 28 days of receipt to the bank account nominated as per the invoice. Other payment methods include:
- a. by cheque made payable to the Supplier.
- 7.8. Concero UK reserves the right to charge interest and compensation under the Late Payment of Commercial Debts (interest) Act 1998 from time to time on any payment or any part payment overdue calculated from the date due and to recover its expenses including legal fees and costs of collection and to suspend delivery, performance of any warranty or (at Concero UK's option) forthwith to determine the same. Concero UK has no obligation to provide service or support until Concero UK has received full payment for the Product or services or support that the Customer has purchased.
- 7.9. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the Due Date:
- a. the Customer shall pay a £25.00 administration fee per invoice. However, if a full payment is received within the 7 days following the original 28-day payment date then the £25.00 administration fee will be waived. Interest will be charged if full payment is still not received within 7 days after the original 28-day payment date, the date of which shall be detailed within any invoice received.
  - b. the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Supplier may choose to charge statutory interest due. The Customer shall pay the interest together with the overdue amount; and
  - c. the Supplier may suspend all Services until payment has been made in full.
- 7.10. All sums payable to the Supplier under this Agreement shall become due immediately on its termination, despite any other provision.
- 7.11. The Supplier and the Customer shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither

party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

7.12. All payments must be made in British Pounds unless otherwise agreed in writing between us.

## 8. Change control

8.1. The Customer may at any time during the term of the Contract (Schedule 1) request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (Change Request) by notifying the Supplier in writing of its requirements.

8.2. The Supplier shall give due consideration to any Change Request from Customer and shall, within 30 Working Days of receiving a Change Request from the Customer:

a. confirm its acceptance of the Change Request, without any further variation to the terms of the Contract (Schedule 1), in which case the parties shall execute a variation to the Contract as soon as reasonably practicable and the Supplier shall implement the Change Request accordingly; or

b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (Change Proposal) agreement date; or

c. if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Customer with a written statement of its reasons for doing so.

8.3. Any Change Proposal provided by the Supplier under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.

8.4. The Customer shall give due consideration to the Supplier's Change Proposal under the clause above and shall within 30 Working Days after receipt of the Change

Proposal either give the Supplier a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If the Customer accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to the Contract (Schedule 1) and the Supplier shall implement the agreed variation.

8.5. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives the Customer reasonable notice of such changes and that such changes do not materially affect the nature/scope of the Services or the Service Charges.

## 9. Indemnity

9.1. The Supplier shall indemnify the Customer against any claim by any other person that the provision of the Services to the Customer in accordance with this Agreement infringes any Intellectual Property Rights of that other person.

## 10. Liability and Insurance

10.1. If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

10.2. Nothing in this Agreement limits or excludes either party's liability for:

- a. death or personal injury caused by its negligence;
- b. fraud or fraudulent misrepresentation; or
- c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d. any other liability which cannot be limited or excluded by applicable law.

10.3. Subject to the above clause and the clause above (Indemnity), neither party shall have any liability to the other party, whether in contract, tort (including

negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- a. loss of profits;
- b. loss of sales or business;
- c. loss of agreements or contracts;
- d. loss of anticipated savings;
- e. loss of or damage to goodwill;
- f. loss of use or corruption of software, data or information;
- g. any indirect or consequential loss.

10.4. Subject to the two preceding clauses and the clause above (Indemnity), the total liability of the Supplier for any other loss of the Customer in respect of any one event or series of connected events shall not exceed £500.

10.5. 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 this Agreement.

10.6. During this Agreement, the Supplier and the Customer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

## 11. Confidentiality

11.1. Each party will only use Confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

- a. where required by law, court order or any governmental or regulatory body;

b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information;

c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);

d. where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or

d. where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

## 12. Intellectual Property

12.1. Subject to the clause below, the Supplier reserves all Intellectual Property Rights (if any) which may subsist in any Deliverables, or in connection with, the provision of the Services. The Supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual Property Rights.

12.2. The Supplier licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services.

12.3. If the Contract (Schedule 1) is terminated, this licence will automatically terminate.

## 13. Data Protection

13.1. Each party shall comply with its obligations, and may exercise its respective rights and remedies under Schedule 3.

## 14. Anti-Bribery

14.1. The Supplier and its agents, sub-contractors, consultants or employees shall:

a. comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Bribery Laws);

b. not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010;

c. comply with any relevant industry code related to Anti-Bribery (Bribery Policies);

d. shall have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies; and

e. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Agreement.

## 15. Non-Solicitation

15.1. The Customer shall not, without the prior written consent of the Supplier, at any time from the effective date of the Contract (Schedule 1) to the expiry of 12 months after the last date of supply of the Services or termination of the Contract (whichever is the latest), solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the Supplier in the provision of the Services.

## 16. Circumstances beyond the control of either party

16.1. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party.

16.2. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.



16.3. The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.

16.4. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.

16.5. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under the Contract (Schedule 1).

## 17. Automatic Renewal

17.1. For the convenience of both Concero UK and the Contract Holder, once the initial term has been served, the Contract (Schedule 1) shall be automatically renewed on each anniversary of the Contract Effective Date (Schedule 1) thereafter.

17.2. The Term shall be extended for an additional **12 Months** period unless terminated earlier by either party under the clause below (**Termination**).

17.3. We will contact you at least 10 working days before the start of the notice period under the clause below (**Termination**) to remind you of the automatic renewal along with any new terms and conditions which will automatically apply for the next renewal term if the termination clause is not executed.

## 18. Termination

18.1. Either party may terminate the Contract (Schedule 1) by giving the other party a minimum of **60** days' prior written notice to the end of the Initial Term or the Renewal Term.

18.2. Written notice for termination by the Customer must be on official letter headed stationary and delivered via recorded delivery to Concero UK's registered office.

18.3. A party may terminate the Contract (Schedule 1) immediately by giving written notice to the other party if that other party:

a. does not pay any sum due to it under the Contract (Schedule 1) within 28 days of the due date for payment;

- b. commits a material breach of the Contract (Schedule 1) which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
- c. persistently breaches any term of the Agreement;
- d. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
- e. is a company over any of whose assets or property a receiver is appointed;
- f. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- g. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;
- h. undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- i. (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

#### Handover (Outgoing)

- 18.4. If you choose to end your IT Support Agreement with us, a formal handover to your new provider is required to ensure a smooth transition and to facilitate the official transfer of the management of the network.
- 18.5. It is the customer's responsibility to notify Concero UK of the identity of the incoming IT Support Provider at the earliest possible moment.
- 18.6. It is the Customer's responsibility to arrange an appointment in good time with us and the new provider in advance of the contract end date, with enough time provisioned for a complete handover to the new provider. Additional charges maybe incurred if the Customer has already used all the support time previously purchased.
- 18.7. All intellectual property of Concero will be removed from the system along with any software that is licensed to Concero for the use of supporting your

organisation.

- 18.8. The new provider will be requested to change all passwords so as to ensure no further access to the system is possible by Concero or our employees.
- 18.9. At this point, all responsibility for maintaining and supporting the network will be transferred to the new provider and any further support required from us would be classed as falling outside of the SLA and would therefore be chargeable.

## 19. Consequences of Termination

19.1 On termination or expiry of the Contract (Schedule 1):

a. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, and any outstanding payments due pertaining to the contract, and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

b. the Customer shall, within a reasonable time, return all of the Supplier's Equipment and any relevant Deliverables remaining the property of the Supplier. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.

19.2. Termination or expiry of the Contract (Schedule 1) shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, 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.

19.3. Other than as set out in the Contract (Schedule 1), neither party shall have any further obligation to the other under the Contract after its termination.

## 20. General

20.1. This Agreement contains the agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

20.2. No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Contract (Schedule 1) without the prior written consent (not to be unreasonably withheld) of the other party.

20.3. No variation of the Contract (Schedule 1) will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.

20.4. The Contracts (Rights of Third Parties) Act 1999 does not apply to the Contract (Schedule 1) and no third party has any right to enforce or rely on any provision of the Contract.

20.5. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

20.6. A provision which by its intent or terms is meant to survive the termination of the Contract (Schedule 1) will do so.

20.7. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

20.8. Unless specifically provided by the parties, nothing in this Agreement or the Contract (Schedule 1) will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement or the Contract authorise any party to enter into any commitments for or on behalf of the other party.

## **21. Governing law and jurisdiction**

21.1. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement or the Contract (Schedule 1) (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

## Schedule 1 Quotation/Proposal, Contract.

Please refer to your individual Quotation/Proposal, or your Contract.

## Schedule 2 Service Levels (SLA)

Please refer to your Service Level Agreement. This can be found by visiting: <https://www.concerouk.com>

## Schedule 3 Data Protection

Please refer to our Privacy Policy which is available at: <https://www.concerouk.com>