

Concero UK Ltd Terms & Conditions

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TERMS AND CONDITIONS (Effective from May 2025)

This document should be read in conjunction with our Service Level Agreement for the service you have purchased, if applicable.

Application and Entire Agreement

In buying from us, 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 us 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 are subject to change and should also be read in conjunction with any Service Level Agreement (SLA) or Contract that is effective between us and the Customer. The Customer acknowledges that they have not relied on any statement, promise or representation made or given by or on our behalf other than as set out in these Terms and Conditions.

- These Terms and Conditions will apply to the purchase of the goods or services detailed in our quotation or other official document by the Customer (you) from Concero UK Ltd, 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 **ERNIE AND ARTHUR HOLDINGS CO LIMITED (10191261)** and any other Group Companies. Including but not limited to, **CONCERO TECHNOLOGY SERVICES LIMITED (10190993)**, **CONCERO EDUCATION TECHNOLOGY LIMITED (14828508)**, References in these Terms and Conditions to “Concero”, “us”, “we” and/or “our” shall mean whichever Group Company from which the Goods or Services are purchased.
- These Terms and Conditions will be deemed to have been accepted by you when you have sent a **Purchase Order, accepted a quote through the Xero online system or completed a signed online document via PandaDoc or our online signatory solution**, have **paid on Invoice**, have taken **delivery of Goods or Services**, received **implementation** of the Software or Service (whichever happens earliest) and will constitute the entire agreement between us and you.
- These Terms and Conditions, any additional Terms and Conditions which apply in accordance with the section “Application and Entire Agreement” above and the quotation, purchase order or payment (together, the Contract) apply to the purchase and sale of any Goods or Services between us and you, to the exclusion of any other terms that you try to impose or incorporate at any time, or which would otherwise be implied by trade, custom, practice, or course of dealing.

Interpretation

- A “business day” means any day other than a Saturday, Sunday, public or bank holiday in England and Wales.
- The headings in these Terms and Conditions are for convenience only and will not affect their interpretation.
- Words imparting the singular number include the plural and vice-versa.

Section I: General Terms & Conditions

1.1 Limitation of liability

- Our liability under the Contract, and in breach of statutory duty, and in tort, misrepresentation or otherwise will be limited to this clause.
- Subject to the clauses above on Inspection and Acceptance and Risk and Title, all warranties, conditions, or other terms implied by statute or common law (save for those implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.
- If we do not deliver the Goods, our liability is limited, subject to the clause below, to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- We will not be liable (whether caused by our employees, agents or otherwise) in connection with the Goods, for:
 - any indirect, special, or consequential loss, damage, costs, or expenses; and/or
 - any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; and/or
 - any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; and/or
 - any losses caused directly or indirectly by any failure or breach by you in relation to your obligations; and/or
 - any loss relating to the choice of the Goods and how they will meet your purpose or the use by you of the Goods supplied.
- The exclusions of liability contained within this clause will not exclude or limit our liability for death or personal injury caused by our negligence; or for any matter for which it would be illegal for us to exclude or limit our liability; and for fraud or fraudulent misrepresentation.

1.2 Data protection

- When providing the Goods to the Customer, we may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- The parties agree that where such processing of personal data takes place, the Customer shall be 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- We shall only Process Personal Data to the extent reasonably required to enable it to provide the Goods as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict "need-to-know" basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
- We shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by us on behalf of the Customer. Further

information about our approach to data protection are specified in its Data Protection Policy, which can be found on our website.

1.3 Circumstances beyond the control of either party

- 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. Such causes include, but are not limited to power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

1.4 No Waiver

- No waiver by us of any breach of these Terms and Conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

1.5 Severance

- If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

1.6 Law and jurisdiction

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

1.7 Complaints

- Please follow the below process to raise complaints so that we can handle your concerns efficiently and fairly.
- Complaints should be raised by the complainant with a Concero UK Customer Experience Manager in writing or by telephone. Customers should provide their name, contact details, a description of the issue, and any relevant documentation (e.g., service tickets, emails).
- We will endeavour to acknowledge receipt of the complaint within 48 hours and notify you of the member of our team that will be handling the complaint.
- We aim to resolve complaints within 5 business days. If more time is needed, we will inform the customer and provide regular updates.

1.8 Non-Solicitation

- The Customer shall not, without our prior written consent, 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 Us or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of Us in the provision of the Services.

Section 2: Payment

2.1 Price

- The price of the Goods or Services is set out in our quotation or Automatic renewal reoccurring invoice, current at the date of your order, or such other price as we may agree in writing.
- If the cost of the Goods or Services to us increases due to any factor beyond our control including, but not limited to, material costs, labour costs, alteration of exchange rates or duties, or changes to delivery rates, we can increase the Price prior to delivery.
- Any increase in the Price under the clause above will only take place after we have told you about it.
- You may be entitled to discounts. Any and all discounts will be at our discretion.
- The Price is inclusive of fees for packaging and transportation/delivery if not stated.
- The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

2.2 Credit Control

- Concero 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. We reserve the right to cancel your order, without any liability to you, in the event that we consider the results of any such credit check or validation to be unsatisfactory.
- Concero reserves the right to impose credit limits on customer accounts, with amounts set at Concero's sole discretion.
- We will invoice you for the Price either: a) on or at any time after delivery/implementation of the Goods or Services; or b) where the Goods are to be collected by you or where you wrongfully do not take delivery of the Goods, at any time after we have notified you that the Goods are ready for collection or we have tried to deliver them.
- You must pay the Price within 28 days of the date of our invoice or otherwise according to any credit terms agreed between us.
- All charges quoted to the Customer are exclusive of VAT, which we shall add to its invoices at the appropriate rate.
- You must make payment even if the Goods have not yet been delivered to your premises and/or the title of the Goods has not passed to you and/or if the Services have not yet been provided to you.
- Time for payment will be of the essence of the Contract between us and you.
- All payments must be made in British Pounds unless otherwise agreed in writing between us.
- Both parties must pay all amounts due under these Terms and Conditions in full without any deduction or withholding except as required by law and neither party is entitled to assert any credit, set off, or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

2.3 Late Payments

- Concero 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's option) forthwith to determine the same. Concero has no obligation to provide service or support until Concero has received full payment for the Goods or Services or support that the Customer has purchased.

- If payment is not received within 28 days of the payment date, without limiting any other right or remedy of Concero, if the customer fails to make any payment by the due date, Concero will charge an initial late payment fee of £25 and then charge interest on any overdue amounts at the rate of 8% per annum above Bank of England base rate for the time being, calculated from the date of the invoice to the date actual payment is received, whether before or after judgment.
- If any sum owed by the Customer to Concero under the Agreement or any other contract the Customer has with Concero is not paid by the due date, Concero may deduct this sum from any payment or credit due to the Customer under the Agreement or any other contract with Concero. Concero reserve the right to temporarily pause services or pause ordering until payment is received in full.

Section 3: Supply of Goods

3.1 General

- Concero remains the owner of the Products until these have been paid for in full.
- The description of the Goods and Services is set out in our sales documentation, unless expressly changed in our quotation. In accepting the quotation or receiving the Goods or Services, you acknowledge that you have not relied upon any statement, promise, or other representations about the Goods or Services by us. Descriptions of the Goods or Services set out in our sales documentation are intended as a guide only and are not a contractual offer to sell the Goods or provide the Services which is capable of acceptance.
- We can make any changes to the specification of the Goods or Services at any time and without notice, including but not limited to changes which are required to conform to any applicable safety or other statutory or regulatory requirements.

3.2 Licenses

- Licences are purchased on a monthly or annual basis or as otherwise documented within your quotation. Notice is required to terminate the licences purchased. Usually licences costs increase on an annual basis or as otherwise specified by suppliers.
- At the end of a subscription the subscription will automatically renew for another term, and the license count in place at the time of the renewal will carry forward into the next term. If changes are required, you're required to provide **90 days'** notice to prevent unwanted subscriptions being renewed. **If you do not provide 90 days' notice to cancel, you will be charged for the full renewal amount.**
- You can cancel a subscription mid-term, **but you must still settle the balance for the time left.**
- Cancellation must be sent to our offices in writing or emailed to accounts@concero.uk.

3.3 Hardware Delivery and Implementation

- We will arrange for the delivery of the Goods to the address specified in the customer purchase order, or your order or to another location we agree in writing.
- Subject to the specific terms of any special delivery service, delivery can take place at any time of the day and must be accepted at any time between 8 am to 5 pm.
- If you do not take delivery of the Goods we may, at our discretion and without prejudice to any other rights: a) store or arrange for the storage of the Goods and will charge you for all associated costs and expenses including, but not limited to, transportation, storage, and insurance; and/or b) make arrangements for the redelivery of the Goods and will charge you for the costs of such redelivery.

- If redelivery is not possible as set out above, you must collect the Goods from our premises and will be notified of this. We can charge you for all associated costs including, but not limited to, storage and insurance.
- Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. We will not be liable for any delay in delivery of the Goods or Services that is caused by a circumstance beyond our control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or Services.

3.4 Holding Goods

- The address at which Concero stores goods is our registered office is at Suite D, The Westlands, 132 Compton Road, Wolverhampton, WV3 9QB.
- For items/orders with a total value of less than £500 Concero will store the goods for a maximum of 5 days free of charge, after which, a storage fee of £3.50 per day will be charged.
- For items/orders with a value that exceeds £500 Concero will charge a storage fee of £8 per day.
- Certain products (for example Apple products and Smart Interactive Displays) must be delivered to Customer premises in order for certain discounts to be obtained and are therefore ineligible for storage at Concero's Premises.

3.5 Inspection and acceptance of Goods

- You must inspect the Goods on delivery or collection.
- If you identify any damages or shortages, you must inform us in writing within 5 days of delivery, providing details.
- Other than by agreement, we will only accept returned Goods if we are satisfied that those Goods are defective and if required, have carried out an inspection.
- Subject to clause 20 above and to your compliance with this clause and/or our agreement, you may return the Goods, and we will, as appropriate, repair, or replace, or refund the Goods or part of them within 7 working days of receiving delivery.
- We will be under no liability or further obligation in relation to the Goods if:
 - you fail to provide notice as set above; and/or
 - you make any further use of such Goods after giving notice under the clause above relating to damages and shortages; and/or
 - the defect arises because you did not follow our oral or written instructions about the storage, commissioning, installation, use and maintenance of the Goods; and/or
 - the defect arises from normal wear and tear of the Goods; and/or
 - the defect arises from misuse or alteration of the Goods, negligence, wilful damage or any other act by you, your employees or agents or any third parties.
- You bear the risk and cost of returning the Goods.

3.6 Warranties

- It is important to check the type of warranty you have been quoted before purchase. You will be adhering to the manufacturer's terms and conditions⁴⁸. We are able to register warranties on behalf of our customers as part of setting up devices.
- We are not responsible for arranging warranty repairs. Customers must contact the manufacturer or the authorised third-party provider directly for any warranty repairs.

3.7 Leasing

- We are not responsible for any aspects of any leasing agreements between customers and third parties, including but not limited to the terms, conditions, and obligations set forth by the leasing company.
- Any disputes or issues related to the lease must be resolved directly with the leasing company.
- You must promptly sign paperwork relating to the lease, including to confirm goods have been delivered and payment can be released to us within our standard payment terms by the leasing company.

3.8 Installation/Third Party work

- As well as the terms and conditions contained within this agreement, projects or orders that contain a provision for the installation of goods may also have to adhere to bespoke terms outlined within an individual project document or third-party terms and conditions.
- Goods procured by the customer externally to Concero may or may not require a project-level installation, of which Concero will decide at its sole discretion. This may or may not incur additional costs to the customer.
- Concero reserves the right to refuse to install goods procured other than by us or through us.

3.9 Risk and title

- The risk in the Goods will pass to you on completion of delivery.
- Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for: (a) the Goods and/or (b) any other goods or services that we have supplied to you in respect of which payment has become due.
- Until title to the Goods has passed to you, you must (a) hold the Goods on a fiduciary basis as our bailee; and/or (b) store the goods separately and not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and/or (c) keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.
- As long as the Goods have not been resold, or irreversibly incorporated into another product, and without limiting any other right or remedy we may have, we can at any time ask you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

3.10 Order Cancellations by Customer

- The quotation (including any non-standard price negotiated in accordance with the clause on Price above) is valid for a period of 7 days only from the date shown in it unless expressly withdrawn by us at an earlier time.
- Either we or you can amend the quotation for any reason prior to your accepting (or rejection), for example in relation to quantity or specification, but if changes are made after you have accepted the quotation you may be required to pay a cancellation fee or restocking fee of up to but not greater than the total order value. The amount of such fee will be calculated by us at our sole discretion and may include a) Our charges for order processing and management; and/or b) a restocking fee of the manufacturer; and/or c) the full charges for the Product.
- Non-cancellable / Non-returnable Products:
 - Returns of the Products, unless they are Dead On Arrival ("Dead On Arrival," which is a term that is used to describe a product that has failed or is not viable from the

start), will not be accepted in the following circumstances: the Products were made to the Customer's own specification or configured to order; audio or video recordings or Software that the Customer has unsealed; open packaged Software or preloaded/downloaded Software Licences, or automatically renewed Licenses without cancelling in line with the appropriate notice period stated in this document; or a Product stipulated on the order form or quotation as non-cancellable or non-returnable.

- For quotes/orders containing exclusively non-standard items the entire quote/order shall be designated as non-cancellable/non-returnable. c) For quotes/orders/renewals containing both standard and non-standard items, only the non-standard items or items the Customer has been told are non-returnable shall be non-cancellable/non-returnable. For the purposes of these Terms and Conditions a product is dead on arrival if it is a hardware product, and it fails to perform as warranted during the first 90 calendar days from the date of delivery.

3.11 Order Cancellation by Us

- We can terminate the sale of Goods or provision of Services to you under the Contract where:
 - you commit a material breach of your obligations under these Terms and Conditions.
 - you are or become or, in our reasonable opinion, are about to become the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtors.
 - you enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with your creditors; or
 - you convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of your affairs or for the granting of an administration order, or any proceedings are commenced relating to your insolvency or possible insolvency.

Section 4: Supply of IT Support & Services

4.1 Cancellation of Products and Services

- The following cancellations and any other reoccurring purchase you make with us should be received by e-mail notice **45 days** prior to renewal to accounts@concero.uk or will be automatically renewed for a further 12 months.
 - a. MIS Support SLA's
 - b. User Automate
 - c. AVD Hosted Solutions
 - d. On-Premise & O365 Backup Solutions
 - e. Backup Solutions
 - f. Senso Safeguarding Licenses
 - g. Cloud Drive Mapper
 - h. My Login Licenses
 - i. Printix Licenses
 - j. Jamf Licenses
 - k. Google Workspace Licenses
 - l. Domain, Hosting and SSL services

4.2 Automatic Renewal

- The Term shall be extended for an additional **12 Month** period unless terminated earlier by either party
- We will contact you at least 10 working days before the start of the notice period under the clause below (**Termination of support**) 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.

4.3 Cancellation of IT Support

- Either party may terminate the SLA by giving the other party a minimum of **60 days'** prior written notice to the end of the Initial Term or the Renewal Term.
- 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.

4.3.1 Upon Termination of Support

- A party may terminate the SLA immediately by giving written notice to the other party if that other party:
 - does not pay any sum due to it under the Contract (Schedule 1) within 28 days of the due date for payment.
 - 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).
 - persistently breaches any term of the Agreement.
 - is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due.
 - is a company over any of whose assets or property a receiver is appointed.
 - 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).
 - (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation.

- undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
 - (if an individual) dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.
- On termination, 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.
- On termination, you will arrange for your new provider to promptly change all passwords to ensure no further access to the system is possible by Concero or our employees.
- On termination, all responsibility for maintaining and supporting the network will cease to be our responsibility and will be transferred to your new provider (or, if one has not been appointed, to you) and any further support which we provide will be charged for at such rate as we deem appropriate.
- Other than as set out in the Contract (Schedule 1) or these Terms and Conditions, neither party shall have any further obligation to the other under the Contract after its termination.
- 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.
- 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.
- 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.
- 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.
- 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.

4.3.2 – IT Support Offboarding Process

- On termination or expiry of the Contract (Schedule 1):
 - the Customer shall immediately pay to Us the sums due under all of our 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, we may submit an invoice, which shall be payable immediately on receipt.
 - the Customer shall, within a reasonable time, return all our Equipment and any relevant Deliverables remaining the property of Us. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.
 - 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.
- To support customers as they move to a new support provider, we will:
 - Attend a meeting (virtually or physically) to meet with the new support provider, where we will provide an overview of systems

- Complete any documentation requests from the new support provider or provide our own documentation. This will be limited to providing information we are aware of and is provide 'as is' to the customer and their support provider
- Provide all known credentials to the new support provider
- Provide an export of currently outstanding support requests logged within our support system
- Any support provided outside of the above to facilitate a handover will be chargeable at our standard day rate.

4.4 Cancellation of Broadband Services

- Allow notice to Concero of **90 days** for cancellation of Broadband services purchased through us If we don't receive cancellation notice of Broadband Services by post to our office address or by email to accounts@concero.uk your service will automatically renew.
- Depending on the service you have purchased through us, this may involve an increased cost on a monthly rolling contract or renew for a further 12 months, please ensure you have recorded your service start and end dates.
- We will do our utmost to contact you regarding your renewal well in advance of your renewal date, but it is your responsibility to contact us if a cancellation is required.
- Once cancelled, we are usually unable to reverse a cancellation request without a recommitment to a minimum term.

4.5 Support Delivery

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 unless terminated earlier by either party under section 4.3

- 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.
- 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.
- 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.
- At the point of signing the Contract (Schedule 1) the customer gives Concero UK permission to act on their behalf.
- We 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, Local computer admin passwords, networking equipment passwords, BIOS Passwords and Cloud Services. At the point of receiving any relevant passwords, we will change any passwords received.
- Multifactor Authentication should be removed from these accounts to ensure we can gain access and set up our own Multifactor Authentication.
- Failure to provide all necessary passwords will result in a delay to the delivery of our service.
- At the Effective Date (Schedule 1) we will delete any pre-existing back-up schedules and will complete a manual backup of the Customer's network.

- Visits are subject to change for a variety of reasons. Any changes made to planned visits are made at our sole discretion. All purchased visits will be delivered within a 12-month period.
- No amendment shall be made to Schedule 1 except on terms agreed in writing by the Parties

4.6 Organisation Responsibilities

- co-operate with us in all matters relating to the Services.
- provide, in a timely manner, any Equipment, materials and any information as we 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.
- 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.
- provide to us, our agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises and other facilities as we may reasonably require.
- inform us of all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises.
- inform us of any intention to merge into another organisation or become part of a Multi Academy Trust (MAT) at the earliest possible moment, when merging into another organisation or joining a MAT this does not void our termination process or automatic renewal process.
- inform us of any customer intention to change or amend the name of the customer organisation at the earliest possible moment.
- inform us of any changes to the following roles and provide contact details:

Business Owner, Digital Lead, IT Coordinator (or similar), Head Teacher, Business Manager, Safeguarding Lead, Finance Manager (or similar)

4.7 Key Contacts Responsibilities

- be first approval for scheduled technicians Annual Leave requests.
- attend periodic Service Meetings to be the bridge between all users and Concero UK and address all onsite day-to-day issues (as per the SLA – Schedule 2).
- attend any Project Meetings.
- monitor service levels against KPI's and follow through on resolution by reviewing monthly reports.
- ensure access for onsite Concero UK staff.
- process invoices and resolve any payment issues with internal departments.
- sign off quotes by providing purchase orders.
- arrange GDPR Data Protection compliance.

4.8 Safeguarding Officer Responsibilities

- act as the main point of contact for all IT Safeguarding issues.
- attend Service Meetings if there are concerns raised.
- ensure that all IT systems are safe for use.
- monitor and report on any actual or potential safeguarding issues to the customer and Concero UK staff.

4.9 Logging Issues

All Service users must follow the ticket submission Process (see SLA – Schedule 2).

- each individual staff member must log their own tickets according to the SLA (Schedule 2).
- staff members must ensure adequate description of any issues logged.
- staff must log a separate ticket for each individual issue.
- respond to Concero UK within three working days via the Helpdesk; or your request may be closed. You can reopen this at any time by replying to the ticket.
- staff need to review any tickets they have submitted on the Customer Portal at least every three working days.
- Only log tickets for devices that are the property of the Customer's premises, as opposed to personal devices.
- staff members should regularly provide feedback which we will use to update and improve our Services.

4.10 Access to systems and premises

- It is the Customer's responsibility to ensure that our employees and subcontractors have sufficient authorised access to premises, systems, and equipment to allow us to deliver our service. This should include both onsite attendance and authorisation for remote access.
- If, for whatever reason, the Customer's 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.

4.11 Software Provision/Access

- 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 enough end users.
- 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.
- 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.
- The Customer must have in force current software licenses for all software on the Network.

4.12 System Security

- The Customer must ensure that the Network is protected against the threat of virus infection by installing and maintaining up to date anti-virus software.
- The Customer must keep the Network current and secure by applying all appropriate validated service releases and software updates from Concero UK or the appropriate third-party vendor.
- The Customer must, always, implement and enforce an Acceptable Use Policy for the Network. The Customer 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 Customer 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)).
- The Customer must maintain securely, current backup copies of all relevant live systems that enable effective running of the Customers 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 evaluate the quality. Suitable retention policies following best practice should be employed to enable a recovery in the event of a network failure. The Customer 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.

4.13 Broadband & Infrastructure Connectivity

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

4.14 Fair Usage

We will use reports from our system to monitor usage. If we see examples of consistently high usage, we shall be entitled to apply these Fair Usage terms.

As experienced IT Support providers, we know how much technical support is typically required. These terms will not impact most Customers. However, if a customer demands exceptionally high support for an unusually long period of time, then we will contact you to discuss this and reserve the right to charge an additional amount to reflect the additional services provided.

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.

Should the Customer 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 Customer accepts that, as Concero UK does not have specialist knowledge concerning Viruses, such information is given on a reasonable endeavours basis and the Customer shall not be entitled to rely on such advice. Should the Customer wish to receive specialist advice concerning any Virus, the

Customer agrees to obtain such advice directly from a manufacturer of virus-checking software or another specialist in that field of expertise.

4.15 Changes to Systems by customers or third parties

- The Customer 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 and support more efficiently. Concero UK considers strategic changes to be changes that significantly alter the Network including:
 - adding or removing a server on/from the Network.
 - changing the configuration or role of a server connected to the Network.
 - Moving to or from cloud productivity suites such as Microsoft 365 or Google Workspace.
 - changes to the topology and/or infrastructure of the Network; and/or
 - change of Internet provision (including change of Internet Service Provider).
 - change of Telephone Provider, Access Control Provider, or Building Management Systems Provider.
 - change of printing provider, printing equipment or print management system.
- 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.

4.16 IT Support Exclusions

- assistance with relocation of the Network(s) or part of the Network.
- 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.
- any provision of Services necessitated by repairs to the Customer's premises, hardware or software attempted by non-Concero UK personnel.
- assistance with writing or rewriting any software.
- support for software on the network (other than the network software itself).
- advice given in connection with the removal or treatment of any Virus.
- support in respect of products and/or services made available by Concero UK to Customers and that are categorised by Concero UK as subject to a separate agreement and charging regime; and
- Concero UK reserves the right to refuse to install goods procured.
- Deep cleaning of projectors can be purchased as an additional service and is not included in our standard service offering.
- Concero UK will not cover the cost of replacement parts, packaging and postage for off-site warranty repairs and/or third-party labour charges.

Section 5: Liability & Indemnity

5.1 Liability & Indemnity

The Customer accepts that when providing any oral advice or suggestions during the Services, Concero UK is relying upon information given to it by the Customer about the Customer's Network, its configuration and usage, and any future improvement or strategic direction.

Whilst it is given in good faith, it is for the Customer 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.

The Customer shall, without limiting any right or remedy of the Customer, promptly report to Us any defects in User's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Customer.

We 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 we give 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.

If our performance of our obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, we 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.

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

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

Subject to the above we shall not have any liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- loss of profits.
- loss of sales or business.
- loss of agreements or contracts.
- loss of anticipated savings.
- loss of or damage to goodwill.
- loss of use or corruption of software, data, or information.
- any indirect or consequential loss.

Subject to the proceeding clause(s) our total liability for any other loss of the Customer in respect of any one event or series of connected events shall not exceed £500.

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.

5.2 Insurance

During this Agreement, the Customer shall 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 our request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

Section 6: Confidentiality

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:

- where required by law, court order or any governmental or regulatory body.
- 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.
- 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).
- where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement; or
- where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party.

Section 7: Intellectual Property

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

We license 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.

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

For the convenience of both Concero UK and the Customer, 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.

Section 8: Definitions

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

Agreement	These Terms and Conditions in conjunction with the terms of the Quotation/Proposal (Schedule 1) and/or Contract (Schedule 1), and the SLA (Schedule 2).
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/Service Contract	The Quotation/Proposal (Schedule 1) once signed or once services have commenced (whichever is earlier) between the parties (Concero UK and the Contract Holder);
Customer Portal	The portal by which Customers can view, update, and manage all of their current and previous support requests. Available at: Sign into : Concero Education or Sign into : Concero Technology
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).
Products and Services Quotation	Your individual Proposal/quote prior to signing (Schedule 1);
IT Support Services	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).
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.
Working Day	Any day other than a Saturday, Sunday or public holiday in England and Wales.

Implementation and Document Management

These terms and conditions shall be deemed effective as of 1 March 2025.

A formal review of these terms and conditions will occur every three years unless there is a significant change in relevant legislation which triggers a review before then. You will be notified in advance in the event of such changes.

Version and Revision History

Version	Date Reviewed	Author	Summary of Revisions
1.0	November 2018	H Rock	New version
1.1	March 2019	H Rock	New Version
1.2	March 2025	R Ennis (Rees Page)	Comprehensive review. Merged Goods T&C with Service T&C.
1.3	April 2025	M Setchell	Offboarding process revised.