TERMS & CONDITIONS

Terms and Conditions

Effective from 25 November 2026

Concero UK Limited · Version 1.0 · November 2026

Contents

Terms and Conditions 2
- Application and Entire Agreement 2
- Interpretation 3

Section 1: General Terms & Conditions 4
- 1.1 Limitation of liability 4
- 1.2 Data protection 4
- 1.3 Circumstances beyond the control of either party 5
- 1.4 No Waiver 5
- 1.5 Severance 5
- 1.6 Law and jurisdiction 5
- 1.7 Complaints 5
- 1.8 Non-Solicitation 6

Section 2: Payment 7
- 2.1 Price 7
- 2.2 Credit Control 7
- 2.3 Late Payments 8

Section 3: Supply of Goods 9
- 3.1 General 9
- 3.2 Microsoft and Google Licences 9
- 3.3 Hardware Delivery and Implementation 9
- 3.4 Holding Goods 10
- 3.5 Inspection and acceptance of Goods 10
- 3.6 Warranties 11
- 3.7 Leasing 11
- 3.8 Installation/Third Party work 11
- 3.9 Risk and title 11
- 3.10 Order Cancellations by Customer 12
- 3.11 Order Cancellation by Us 12

Section 4: Supply of IT Support & Services 13
- 4.1 Term and Commencement 13
- 4.2 Access, Credentials and Onboarding 13
- 4.3 Backup Transition 14
- 4.4 Visits and Scheduling 14
- 4.5 Organisation Responsibilities 14
- 4.6 Key Contact Responsibilities 15
- 4.7 Safeguarding Responsibilities 15
- 4.8 Cancellation of Products and Services (Excluding IT Support SLA) 16
- 4.9 Cancellation of IT Support 16
- 4.10 Offboarding Process 17
- 4.11 Change Freeze Period 18
- 4.12 Logging Issues 18
- 4.13 Access to Premises 19
- 4.14 Software Provision 19
- 4.15 System Security 19
- 4.16 Connectivity and Telephony Services 19
- 4.17 Fair Usage 22
- 4.18 Changes to Systems 22
- 4.19 IT Support Exclusions 22
- 4.20 Support Exclusivity 24
- 4.21 Internal Leadership 24
- 4.22 External Provider Restriction 24

Section 5: Liability & Indemnity 25
- 5.1 Liability & Indemnity 25
- 5.2 Insurance 26

Section 6: Confidentiality 27

Section 7: Intellectual Property 28

Section 8: Definitions 29

Section 9: Concero Customer Portal 31
- Implementation and Document Management 38
- Version and Revision History 39



Terms and Conditions

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 1: 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.

If you become aware of a data breach or incident relating to a system which we manage for you (whether or not the same is reportable to the Information Commissioner's Office), you will promptly notify us of the same in writing. If urgent action is required, you must notify us by telephone immediately and then confirm the same in writing as soon as possible.

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 terminate our contract with you. 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 Microsoft and Google Licences

This clause applies to Microsoft 365 Education licences (such as A3 and A5) and Google Workspace for Education licences (such as Education Standard, Teaching and Learning Upgrade and Education Plus). Other recurring products and licences are covered by Section 4.8.

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' written notice prior to the renewal date** 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 Section 3.6 (Warranty) 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 as soon as we are reasonably able to do so. This will normally be within 7 working days of receiving delivery but no warranty is given in this regard and time is not of the essence in relation to this clause.

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 conditions. 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, 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 Term and Commencement

The Agreement shall commence on the **Effective Date** (as set out in Schedule 1) and continue for the **Initial Term** specified therein. The Agreement shall automatically renew in accordance with Section 4.9.1 unless terminated earlier in accordance with this Section 4.

The Effective Date, being the date on which Concero assumes operational responsibility for the Customer's IT environment, shall be agreed in writing.

The Customer is responsible for notifying any outgoing IT Support Provider of:

- its intention to change provider; and
- the agreed Effective Date.

By signing the Contract (Schedule 1), the Customer authorises Concero to act on its behalf for the purposes of delivering the Services.

4.2 Access, Credentials and Onboarding

By the Effective Date, the Customer shall provide all administrative credentials necessary to deliver the Services, including but not limited to access to:

- Servers and infrastructure
- Network equipment and firewalls
- Cloud platforms and identity systems
- Apple ID, ABM/VPP accounts
- Local administrator accounts
- BIOS, firmware and management interfaces

Concero may secure, change, and manage all credentials in accordance with best practice.

Where Multifactor Authentication restricts access, the Customer shall ensure appropriate access is granted. Concero shall not be liable for delays, service limitations, or degraded performance arising from incomplete or delayed provision of credentials or access.

4.2.1 Monitoring, management tools and data collection

The Customer authorises Concero, for the duration of the Agreement, to connect to, monitor and collect information from the Customer's systems, devices, networks and cloud tenancies to the extent necessary to deliver, secure, report on and improve the Services. This includes deploying and operating remote monitoring and management tools, security tooling, monitoring agents and read-only integrations, and storing the information collected on Concero's systems and those of its sub-processors.

The Customer shall grant, and shall procure that its administrators grant, the consents and permissions Concero reasonably requests for this purpose, including consent to Concero's applications within the

Customer's Microsoft 365 or Google Workspace tenancy. A consent given by the Customer's administrator binds the Customer.

Concero shall use information collected under this clause only for the purposes of the Agreement, shall process personal data within it in accordance with Section 1.2 and the DPA, and shall cease collection and delete or return the information on termination in accordance with Section 4.10 and the DPA. Specific provisions for the Concero Customer Portal are in Section 9.

4.3 Backup Transition

On the Effective Date, Concero may retire backup schedules under its control and perform a baseline backup. Concero accepts no liability for backup configurations implemented by previous providers.

4.4 Visits and Scheduling

Planned visits are subject to operational requirements and may be amended at Concero's discretion. Visits included within the Contract shall be delivered within twelve (12) months unless otherwise agreed in writing.

No amendment to Schedule 1 shall be valid unless agreed in writing by both parties.

4.4.1 **Sessions are always delivered.** Concero will deliver all visits and sessions purchased under the Contract. Where an allocated technician is absent, the session will be rescheduled or delivered by another technician, as set out in Schedule 2.

4.4.2 **No absence cover.** Unless expressly stated in the signed Contract, Concero does not provide cover for a technician's absence, whether planned (such as annual leave or training) or unplanned (such as sickness). Where absence cover is included in the Contract, it is provided on the terms stated there.

4.4.3 **Planned leave.** Requests for planned leave by a technician allocated to the Customer are notified to the Customer through the Customer Portal. The Customer may comment on or object to a request within the period stated in the notification, which reflects Concero's leave policy. If no objection is received within that period, the Customer is deemed to have approved the request.

4.4.4 **Concero decides leave.** The Customer does not have the right to decline a technician's leave. Concero will take the Customer's comments and objections into account when deciding a request against its leave policy, but the decision to grant leave rests with Concero, which must ensure its staff receive their contracted leave.

4.4.5 **Unplanned absence.** Where a technician is absent without notice, Concero will notify the Customer as soon as it is made aware, by email to the absence contacts the Customer has designated in the Customer Portal, and the Customer's Customer Experience Manager will follow up by telephone.

4.4.6 **Absence contacts.** The Customer shall designate at least one absence contact in the Customer Portal and keep the designation current. Notice sent to the designated absence contacts is notice to the Customer for the purposes of this Section 4.4.

4.5 Organisation Responsibilities

The Customer shall:

- Co-operate fully in all matters relating to the Services.

- Provide timely access, equipment, information and facilities required for service delivery.
- Ensure all supplied equipment is functional and compliant.
- Maintain required licences, approvals and regulatory compliance.
- Provide safe and timely access to premises and systems.
- Notify Concero promptly of mergers, restructures, MAT membership changes, or changes to legal name. Such changes shall not invalidate notice periods or renewal terms.
- Notify Concero of changes to key roles, including:
    - Business Owner
    - Digital Lead
    - IT Coordinator (or equivalent)
    - Head Teacher
    - Business Manager
    - Safeguarding Lead
    - Finance Manager

4.6 Key Contact Responsibilities

The Customer's nominated Key Contact(s) shall:

- Act as primary liaison with Concero.
- Attend service review meetings (Schedule 2).
- Attend project meetings where required.
- Review service performance and KPI reports.
- Facilitate onsite access.
- Respond to technician leave requests in the Customer Portal within the stated period, and keep the absence contacts current (Section 4.4).
- Manage purchase orders and invoice processing.
- Ensure internal GDPR compliance.

4.7 Safeguarding Responsibilities

The Customer's Safeguarding Officer shall:

- Act as primary safeguarding contact.
- Attend meetings where safeguarding concerns arise.

- Ensure safe and appropriate system usage.
- Escalate safeguarding risks in accordance with statutory requirements.

4.8 Cancellation of Products and Services (Excluding IT Support SLA)

Subject to clause 3.2 above, which requires 90 days' written notice prior to renewal in relation to Microsoft and Google Licences, recurring products must be cancelled by email to accounts@concero.uk at least 45 days prior to renewal, failing which they will renew for 12 months. This includes, but is not limited to:

- MIS Support SLA's
- User Automate
- AVD Hosted Solutions
- On-Premise, Microsoft 365 & Google Workspace Backup Solutions
- Senso Safeguarding Licenses
- Cloud Drive Mapper
- My Login Licenses
- Printix Licenses
- Jamf Licenses
- Smoothwall Monitor
- Secure Schools
- Vivi
- 1Password
- Domain, Hosting and SSL services

Connectivity and telephony services, including Smoothwall Filter and Firewall services, are cancelled in accordance with Section 4.16.2.

Failing the notice required above, services will renew for twelve (12) months.

4.9 Cancellation of IT Support

Either party may terminate the IT Support SLA by providing not less than sixty (60) days' written notice prior to the end of the Initial or Renewal Term.

Notice by the Customer must be on official letterhead and delivered via recorded delivery to Concero's registered office.

This applies to our IT Support SLAs, Strategic SLAs, Escalation SLAs

4.9.1 Automatic Renewal

The Term shall automatically renew for a further twelve (12) months unless terminated in accordance with this Section.

Concero will issue renewal reminder communication at least ten (10) working days before the commencement of the notice window.

4.9.2 Immediate Termination

Either party may terminate immediately if the other:

- Fails to pay sums due within 28 days
- Commits material breach not remedied within 30 days of the other party giving written notice of the breach and the required remedial action
- Persistently breaches the Agreement
- Becomes insolvent or subject to insolvency proceedings
- Undergoes change of control
- Dies or becomes incapable (where applicable)

Upon termination:

- Concero intellectual property and licensed software shall be removed.
- The Customer shall ensure password changes prevent further access.
- Responsibility for the network transfers to the Customer or its new provider.
- Further support shall be chargeable.

Accrued rights survive termination. No assignment or variation shall be valid unless agreed in writing.

4.10 Offboarding Process

Upon termination or expiry:

- Outstanding sums become immediately payable.
- Customer shall return Concero Equipment.
- Accrued rights remain enforceable.

4.10.1 Offboarding Options

Offboarding is provided per school under one of the following options, as selected by the Customer in writing before the end of the Term:

- **Standard Offboarding** – £750 per school. Up to six (6) hours of offboarding activity, comprising a documentation export and a secure credential (password) export. The format and method of data

export will normally be an export of our Site Docs internal documentation, and held passwords unless otherwise specifically agreed with us in advance.

- **Standard Offboarding with Handover** – £1,500 per school. Standard Offboarding plus an onsite visit or meeting with the Customer's incoming provider.
- **Bespoke Offboarding** – £750 per day. An agreed programme of offboarding works, scoped and confirmed in writing before commencement, chargeable for the days delivered.

Offboarding charges are invoiced on selection and are payable in accordance with Section 2.

Delivery may require both onsite and central engineering time.

4.10.2 MAT Provision

Offboarding charges apply per school. Under Standard Offboarding, hours may be pooled across a Trust's schools at Concero's discretion but this does not increase the total allocation.

4.10.3 Additional Charges

Activity beyond the selected option is chargeable at £750 per day (pro-rata).

Chargeable activities include extended documentation, mapping, extraction, workshops, or additional attendance.

4.10.4 Limitations

Documentation is supplied "as is". Concero is not liable for omissions where systems were altered without notice (Section 4.18).

Concero is not obliged to provide transitional consultancy beyond allocated hours unless agreed in writing.

4.11 Change Freeze Period

Where notice has been served or the Contract will not renew, the final sixty (60) days shall constitute a Change Freeze Period.

4.11.1 During Change Freeze

Concero will provide BAU services but is not required to commence new Change or project work.

Requested Change work may be deferred or quoted separately at £750 per day (pro-rata).

Concero may refuse work that risks stability or orderly transition.

4.12 Logging Issues

All users must follow the SLA ticketing process. Users must log individual tickets with sufficient detail and respond within three (3) working days. Personal devices are excluded.

4.13 Access to Premises

Customer must provide authorised access for onsite and remote support. Missed access without 48 hours' notice may result in lost visit allocation.

4.14 Software Provision

Software is licensed, not sold. Customer must maintain appropriate licence counts and ensure compliance.

4.15 System Security

Customer must maintain:

- Up-to-date antivirus
- Validated updates
- Acceptable Use Policy
- Secure backup copies with appropriate retention

Customer remains responsible for backup sufficiency and compliance.

4.16 Connectivity and Telephony Services

4.16.1 Scope

This Section applies to all connectivity and telephony services supplied by Concero ("Connectivity Services"), including broadband, leased lines and other data circuits, hosted telephony, VoIP and cloud calling services, associated licences, telephone handsets and related equipment, and any related installation, configuration or management services.

Connectivity Services may be delivered by Concero directly or through third-party network operators, carriers, platform providers and technology providers ("Underlying Providers"). Concero may change an Underlying Provider during the term where this does not materially reduce the service purchased.

The specific product, Underlying Provider, pricing, Minimum Term, equipment arrangements, service levels and any promotional terms for a Connectivity Service are set out in the accepted quotation or order form (the "Order"). Where the Order differs from this Section, the Order takes precedence for that service.

4.16.2 Minimum Term, renewal and notice

Each Connectivity Service has the Minimum Term stated in the Order. Unless the Order states otherwise, a Connectivity Service renews automatically at the end of its Minimum Term, and at the end of each renewal period, for successive twelve (12) month periods.

The Customer may cancel a Connectivity Service with effect from the end of its Minimum Term or any renewal period by giving notice by email to accounts@concero.uk at least ninety (90) days before that date, or such longer notice period as is stated in the Order where the Underlying Provider requires it.

Where a Connectivity Service is cancelled before the end of its Minimum Term, the Customer remains liable for the charges in Section 4.16.3.

4.16.3 Early termination charges

If a Connectivity Service is terminated before the end of its Minimum Term, other than for Concero's uncured material breach, the Customer shall pay, subject to applicable law and regulation:

- the recurring charges for the remainder of the Minimum Term;
- any installation, activation, connection or equipment costs that were waived, discounted or subsidised in the Order and have not been recovered;
- any cancellation, cease or early termination charges imposed on Concero by the Underlying Provider; and
- any other charges expressly stated in the Order as payable on early termination.

Where the Order includes a free or discounted introductory period, subsidised equipment or other promotional incentive, that incentive is conditional on the Customer completing the Minimum Term, and its value becomes payable on early termination.

4.16.4 Equipment ownership and return

The Order states whether equipment supplied with a Connectivity Service (including routers, firewalls, handsets, network termination equipment and similar) is purchased by the Customer (in which case title passes in accordance with Section 3); leased or financed (in which case the finance agreement governs ownership); loaned or supplied as part of a managed service; or supplied free or at a subsidised rate as part of a commercial offer.

Unless the Order states that equipment is purchased by the Customer, it remains the property of Concero or the Underlying Provider. The Customer shall keep it in good condition, shall not sell, charge or part with it, and shall return it within thirty (30) days of the end of the relevant service in the condition supplied, fair wear and tear excepted. Where equipment is not returned, or is returned damaged beyond fair wear and tear, Concero may charge the reasonable replacement cost.

4.16.5 Service changes and administration charges

Changes to Connectivity Services that fall outside the Customer's support arrangements are chargeable at Concero's then-current rate card, or as quoted. These include, without limitation: telephone number changes, additions and removals; user, extension and licence additions, reductions or changes; call routing, hunt group, voicemail, auto-attendant and IVR changes; site moves and connectivity changes; configuration changes and additional engineering; and other requests requiring Underlying Provider or engineering involvement.

Where routine changes are included within the Customer's managed service, those arrangements apply. Licence reductions during the Minimum Term are subject to Section 4.16.3.

4.16.6 Number porting and service transfers

The Customer may port telephone numbers, or transfer a Connectivity Service, to another provider in accordance with applicable regulation. Concero will not unreasonably prevent or delay a port or transfer.

Porting and transfer are subject to: the Customer's existing Minimum Term, notice period and any early termination charges under Section 4.16.3; the Customer providing accurate account, number and site information; the Underlying Provider's processes and timescales, which Concero does not control; and any porting or administration charges where permitted by law, as stated in the rate card or Order.

The Customer is responsible for confirming that the receiving provider has accepted the port or transfer before cancelling any service with Concero. Numbers associated with a cancelled service may be lost if not ported before cessation.

4.16.7 Licence activation and independent terms

Each hosted telephony, VoIP or cloud communication licence, or batch of licences activated together, has its own Minimum Term, which begins on the date the licence is provisioned and made available for use ("Activation"). A licence is Activated whether or not the Customer has deployed the associated handset or started to use the service.

Accordingly: licences Activated on different dates have different Minimum Term, expiry and renewal dates; adding licences or equipment does not align their expiry dates with existing licences, and does not reset or extend any existing Minimum Term, unless the Order expressly says so; the Activation date of a licence is not affected by delays to any wider installation or project, or by a deployment delay requested by the Customer; each licence is subject to its own notice and early termination provisions under Sections 4.16.2 and 4.16.3; and a promotional or discounted period does not change the Activation date unless the Order expressly says so.

Concero will confirm Activation dates to the Customer in writing on request.

4.16.8 Connectivity service levels

Service levels for Connectivity Services, including fault response, restoration targets, availability commitments and any service credits, are those stated in the Order or the Underlying Provider's service level agreement for the product purchased. Different service levels may be available at different prices.

Concero's support of Connectivity Services (logging, managing and escalating faults with the Underlying Provider, and supporting equipment Concero supplies and manages) is provided under the Service Level Agreement. The response and resolution targets in the Service Level Agreement do not apply to the Underlying Provider's network and do not override the Underlying Provider's commitments. Service credits are limited to those the Underlying Provider pays to Concero in respect of the Customer's service.

4.16.9 Surveys, feasibility and unforeseen installation charges

Quotations for Connectivity Services are based on the information available at the time and are subject to network availability, technical feasibility, survey and confirmation by the Underlying Provider.

Additional costs may be identified after an order is placed, including site surveys, excess construction charges, additional cabling, ducting or civil engineering, wayleaves and access permissions, non-standard installation and other Underlying Provider charges. Where this happens:

- Concero will notify the Customer of the additional charges once identified, and will not proceed with the chargeable work without the Customer's approval;
- where the Underlying Provider permits cancellation without charge, the Customer may decline the additional charges and cancel the affected order without penalty;

- where the Underlying Provider imposes a cancellation charge, Concero will tell the Customer the amount before the Customer decides, and that amount is payable if the Customer cancels;
- where a survey or preliminary work is itself chargeable, Concero will tell the Customer and obtain approval before it is carried out, and that charge remains payable even if the Customer then cancels; and
- once the Customer has approved the additional charges, the Order, Minimum Term and cancellation provisions apply to the service as approved.

4.16.10 Service availability and dependencies

Connectivity Services depend on third-party infrastructure, carrier networks, cloud platforms, internet connectivity and power. Concero is not responsible for unavailability caused by the Underlying Provider's network, by the Customer's internet connection where not supplied by Concero, by power failure at the Customer's site, or by third-party platform outages.

Unless the Order states that Concero provides them, the Customer is responsible for maintaining suitable site infrastructure, power, internal cabling, local network and environmental conditions for the Connectivity Services.

For telephony services, the Customer acknowledges that the service may not operate during a power or internet failure at the Customer's site; that the Customer should maintain a separate means of making emergency (999/112) calls; and that the Customer is responsible for keeping the site address registered against each number accurate for emergency services. The Customer is responsible for its own business continuity arrangements.

4.17 Fair Usage

Concero may apply Fair Usage controls where support demand is excessive. Additional charges may apply after consultation.

4.18 Changes to Systems

Customer must notify Concero before strategic changes including server, cloud, infrastructure, ISP, telephony or print system changes.

Concero may refuse, defer or separately charge for such changes during notice or Change Freeze periods.

Changes to connectivity and telephony services are also subject to Section 4.16.5.

4.19 IT Support Exclusions

Unless expressly included within the Contract (Schedule 1) or SLA (Schedule 2), the following are excluded from the IT Support Services and shall be chargeable where provided:

- Assistance with relocation of the Network(s), infrastructure, servers, or any part of the Network (including site moves, cabinet relocations, or re-cabling).
- Any provision of Services required as a result of accident, neglect, unauthorised alteration, improper use or misuse (including breach of the Acceptable Use Policy), malicious damage, environmental

failure, or third-party interference affecting the Network or any part of the Network.

- Rectification work required following changes, repairs, installations, or configuration adjustments carried out by persons other than Concero personnel without prior written agreement.
- Recovery, remediation, or investigation work required as a result of third-party provider actions or omissions.
- Faults or outages within an Underlying Provider's network, and changes to Connectivity Services outside the Customer's support arrangements (Section 4.16).
- Assistance with writing, developing, modifying, or rewriting bespoke software, scripts, databases, reports, or integrations unless specifically contracted as project work.
- Support for third-party software, applications, or platforms running on the Network, other than core network operating systems and services expressly listed within Schedule 1.
- Configuration, management or administration of CCTV, door access control, alarm, building management or other building and site systems, and faults within those systems or their hardware, beyond network connectivity and installation of the vendor's software as described in the SLA (Schedule 2).
- Support of integrations between a Management Information System and third-party systems once connected, including data cleansing and synchronisation issues, other than where Concero supplies the sync product.
- Advice or specialist consultancy relating to malware, virus, ransomware, cyber incident response, forensic investigation, or data breach remediation beyond standard preventative measures.
- Project work, infrastructure upgrades, migrations, strategic transformations, tenant consolidations, platform changes, or architectural redesign unless separately scoped and agreed in writing.
- Support in respect of products and/or services made available by Concero UK to Customers that are categorised under a separate agreement, project proposal, or charging regime.
- Installation, configuration, or support of hardware, software, or services procured directly by the Customer from third parties without prior agreement. Concero reserves the right to refuse to install or support goods procured externally.
- Deep cleaning of projectors or specialist hardware maintenance, which may be purchased as an additional service.
- The cost of replacement parts, packaging, shipping, courier charges, insurance, off-site warranty repairs, or third-party labour charges.
- Data migration, bulk data extraction, or restoration exercises beyond standard backup verification processes.
- Support required during a Change Freeze Period where such work constitutes a Change rather than Business as Usual (BAU).
- Any work required to remediate environments that do not meet agreed baseline standards or compliance requirements as defined within Schedule 1.

- Any strategic support days which have not been used as at the date of renewal, which will not “roll over” and will lapse if not used.

Concero reserves the right to determine whether requested work falls within the agreed scope of the IT Support Services or constitutes chargeable work outside of scope. Where work is determined to be outside scope, Concero may provide a separate quotation prior to commencing the activity.

4.20 Support Exclusivity

Concero shall be the exclusive external provider of IT Support and Strategic Support services unless agreed in writing.

4.21 Internal Leadership

This does not prevent internal IT leadership roles.

4.22 External Provider Restriction

Customer shall not appoint overlapping External IT Providers without written agreement. Concero will not operate under third-party control.

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, including but not limited to any arising from your actions or those of any third party.
- any indirect or consequential loss.

Subject to the preceding 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**);
Helpdesk	Concero's helpdesk system, through which Customers log, view, update and manage their support requests. Available at help.concero.education (Education) or help.concero.technology (Technology Services). Distinct from the Customer Portal (Section 9).
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.
Customer Portal	The customer-facing area of the Concero Portal at portal.concero.uk, as defined in Section 9.1. Distinct from the Helpdesk.
Connectivity Services	Connectivity and telephony services supplied by Concero, as defined in Section 4.16.1.
Underlying Provider	A third-party network operator, carrier, platform provider or technology provider through which Concero delivers a Connectivity Service (Section 4.16.1).
Order	The accepted quotation or order form for a Connectivity Service (Section 4.16.1).
Minimum Term	The minimum contractual term of a Connectivity Service or licence, as stated in the Order (Section 4.16.2).
Activation	The date a telephony or communication licence is provisioned and made available for use (Section 4.16.7).

Section 9: Concero Customer Portal

9.1 Definitions

In this Section 9 the following terms have the meanings given. Terms defined in Section 8 have the same meaning here.

Customer Portal	The customer-facing area of the Concero Portal, Concero's web application at portal.concero.uk, through which Portal Users may view information about the Customer's organisation and use the features described in Section 9.4.
Portal User	An individual authorised to access the Customer Portal on the Customer's behalf under Section 9.3.
Portal Administrator	A Portal User with administrator rights under Section 9.3.4.
Key Contact	An individual nominated by the Customer during onboarding as a Key Contact under Section 4.6, as recorded in the Customer Portal. Changes to Key Contacts are submitted through the Customer Portal and take effect once approved by the CXM.
CXM	The Customer's Concero Customer Experience Manager.
Customer Systems	Systems owned or controlled by the Customer, including its Microsoft 365, Google Workspace, device management, network, print and backup platforms.
Data Connection	A read-only connection by which the Customer Portal reads information from a Customer System or from Concero's own integrations, as described in Section 9.8.
Telemetry Agent	The optional Concero-built software described in Section 9.9.
Information Capture	A form issued through the Customer Portal to collect information from the Customer, as described in Section 9.7.
Outside Contributor	A third party given access to the Customer's technical site documentation under Section 9.10.
Systems of Record	The systems from which the Customer Portal draws its information, including Concero's helpdesk, scheduling, finance and HR systems and the Customer Systems.
Preview	A Concero staff member's view of the Customer Portal as a Portal User would see it, under Section 9.12.
Privacy Notice	Concero's customer privacy notice, as updated from time to time.
DPA	The data processing agreement between Concero and the Customer.

9.2 Provision and licence

9.2.1 The Customer Portal is provided as part of the Services to Customers holding an IT Support SLA, Strategic Support SLA or a Concero product SLA, at no additional charge.

9.2.2 Concero grants the Customer a non-exclusive, non-transferable licence for its Portal Users to use the Customer Portal for the Customer's internal purposes for so long as the Customer receives Services to which the Customer Portal relates. The Customer Portal is licensed, not sold.

9.2.3 The Customer Portal, its software, design, structure and content (other than information belonging to the Customer) are and remain Concero's intellectual property in accordance with Section 7. The Customer grants Concero a perpetual, royalty-free licence to use any suggestions, ratings and feedback submitted through the Customer Portal. Concero is under no obligation to act on them.

9.2.4 The Customer Portal is built and maintained by Concero and hosted in the United Kingdom by Krystal Hosting Ltd, with nightly encrypted database backups taken by the host.

9.2.5 The features available to the Customer depend on the Services it holds. Concero assigns the Customer one of three portal scopes: Full Service; Strategic Support only; or Support only (for Broadband and MIS Support customers, who do not see the Network, Devices, Schedule or Strategic areas).

9.3 Access and accounts

9.3.1 Access is by invitation. Concero or a Portal Administrator may invite a named individual by their work email address. An individual may also request access; the request takes effect only when approved by a Portal Administrator or the CXM.

9.3.2 Portal Users sign in with their own organisation's Microsoft 365 or Google Workspace account using single sign-on. The Customer Portal holds no passwords for Portal Users. Multi-factor authentication is that enforced by the Customer's own tenant, and the Customer is responsible for it. Each account is bound to the unique identifier issued by the Customer's identity provider.

9.3.3 Each Portal User's access is restricted to the Customer's own organisation. Where the Customer is a multi-academy trust, Concero may grant a Portal User a trust-wide view across the schools the Customer specifies.

9.3.4 There are two roles. **Administrators** may invite, approve and deactivate Portal Users, delegate access to the Documents area to a Viewer, and pause and resume Data Connections under Section 9.8. **Viewers** may use the Customer Portal within the scope granted to them.

9.3.5 The Customer shall name at least one Portal Administrator at onboarding and keep at least one in place. Where no active Portal Administrator exists, the CXM may approve access requests on the Customer's behalf and the Customer accepts the resulting access. The Customer shall ensure that its Portal Administrators keep the list of Portal Users current; deactivate Portal Users who leave the Customer's employment or no longer need access; only grant access to individuals authorised to see the information available to them; and comply with Section 9.5.

9.3.6 Concero may deactivate any Portal User, or the Customer's access as a whole, at any time where Concero reasonably considers it necessary for security, for compliance with this Agreement, or because the related Services have ended.

9.3.7 Concero applies security controls to sign-in, including session time limits, idle time-outs, rate limiting and the blocking of sign-ins from locations Concero does not expect for the Customer. The Customer shall notify its CXM in advance if Portal Users will sign in from outside the United Kingdom.

9.4 What the Customer Portal shows

9.4.1 Subject to the Customer's portal scope and the Services it holds, the Customer Portal may display: planned visits, changes, closures and term dates; a cyclical calendar of termly jobs; project stages, status and updates; Strategic Support materials, hours and quotes; products and services held and their renewal dates; support activity and performance figures drawn from Concero's helpdesk system; device, licence, backup, network, print, Microsoft 365 and Google Workspace information drawn from Data Connections; the Customer's contact list; Information Captures; documents for review and signature; feedback and survey history; resources and procedures published by Concero; and, where enabled under Section 9.11, the Single Central Record page.

9.4.2 Information in the Customer Portal is drawn from the Systems of Record and is not a separately maintained copy. Figures from third-party systems are refreshed on a schedule, in many cases nightly, and may be cached for up to sixty (60) minutes, so the Customer Portal may lag the Systems of Record.

9.4.3 The Customer Portal is provided for information. Where information in the Customer Portal differs from an invoice, contract, service report or other document issued by Concero, or from the Customer Systems, the issued document or the System of Record prevails. Concero will correct errors in the Customer Portal promptly when notified. By exception, the renewal dates shown in the Customer Portal for the Customer's products and services constitute notice to the Customer of those dates for the purposes of Sections 3.2, 4.8, 4.9 and 4.16.

9.4.4 The Customer Portal provides a calendar subscription link for the Customer's organisation. Anyone holding the link can read the calendar, including the names of attending technicians. The Customer shall share the link only with its own staff who need it.

9.4.5 Backup status information counts pupils but does not identify them.

9.5 Acceptable use

9.5.1 The Customer shall ensure that Portal Users:

- use the Customer Portal only for the Customer's internal purposes in connection with the Services;
- do not share accounts or sign-in credentials;
- do not share the calendar subscription link, Information Capture links or document links outside the Customer's organisation;
- do not enter passwords, pupil data, financial credentials or other sensitive information into free-text fields, uploads or Information Captures other than fields marked Confidential or provided for that purpose;
- do not attempt to access information relating to any other customer, to circumvent access controls, or to test the security of the Customer Portal without Concero's written consent; and
- upload only files that the Customer has the right to provide and that are free of malicious content.

9.5.2 Concero may suspend or withdraw access for any Portal User or the Customer in the event of a breach of this Section 9.5, or where Concero reasonably suspects a security risk, and will inform the Customer as soon as practicable.

9.6 Actions taken in the Customer Portal

9.6.1 **Quotes.** The Customer Portal may present quotes for approval or decline. Approval records the approver's typed name and email address, the time, any note, a purchase order number and any uploaded purchase order file. A quote approved in the Customer Portal by a Portal Administrator or a Key Contact is a binding order with the same effect as a signed quotation under Section 3 or Section 4, as applicable.

9.6.2 **Documents and signatures.** Documents may be presented for review and electronic signature through Concero's electronic signature platform, to which the Portal User's name and email address are passed. Electronic signatures given in this way are binding in accordance with Section 1 (Application and Entire Agreement).

9.6.3 **Contact changes.** Portal Users may submit requests to change the Customer's contacts. A change takes effect only once approved by the CXM. Where the Customer's record is linked to Concero's customer relationship system, contact names, titles, email addresses and telephone numbers are synchronised to it.

9.6.4 **Closures and key dates.** Closures, term dates and key dates entered by the Customer in the Customer Portal constitute notice to Concero of those dates for the purposes of visit scheduling under Section 4.13.

9.6.5 **Other actions.** Portal Users may book or suggest sessions, accept session dates, pause and resume Data Connections (Portal Administrators only), submit feedback, suggestions and ratings, and upload documents. These actions are recorded under Section 9.12.

9.6.6 Product enquiries, bookings and requests submitted through the Customer Portal are requests only and do not vary the Services or this Agreement until confirmed by Concero in writing.

9.6.7 Approvals, quote acceptances and any instructions provided by Portal Administrators, Key Contacts and/or anyone else purporting to have authority to act on your behalf shall be binding upon you.

9.6.8 Technician leave requests. Planned leave requests for a technician allocated to the Customer are notified in the Customer Portal. Where no objection is entered within the period stated in the notification, the Customer is deemed to have approved the request. Notifications of unplanned absence are sent to the absence contacts designated in the Customer Portal. Section 4.4 applies.

9.7 Information Captures

9.7.1 Concero may issue Information Captures to collect information it needs to deliver the Services, for example at onboarding, on handover from a previous provider, during discovery and projects, and for the Digital Vision. Answers are saved as drafts until submitted, and files may be uploaded.

9.7.2 Answers marked Confidential are encrypted at rest and can be revealed only by a limited number of senior Concero staff. Each reveal is logged. The Customer shall enter passwords and other secrets only in fields marked Confidential.

9.7.3 Once an Information Capture is approved by Concero, the answers are copied into Concero's contact list, the Customer's record and the Customer's technical site documentation, and are then retained with those records.

9.7.4 Concero may send an Information Capture as an emailed link to an individual without a Portal User account. The link is the only credential: anyone holding it can view and edit the answers. The link expires thirty (30) days after it was last sent and may be withdrawn by Concero at any time. The Customer shall ensure that recipients do not forward such links.

9.7.5 The Customer is responsible for the accuracy of the information it provides through Information Captures. Concero may rely on it in delivering the Services.

9.8 Data Connections

9.8.1 Further to Section 4.2.1, the Customer authorises Concero to establish and operate Data Connections to the Customer Systems, to read information from them on a schedule, and to store that information in the Customer Portal and Concero's systems for the purposes of delivering, reporting on and improving the Services. Every Data Connection is read-only. Concero does not use a Data Connection to change or delete anything in a Customer System.

9.8.2 **Microsoft 365 and Intune.** The Customer shall procure that its Global Administrator consents in the Customer's own tenant to Concero's multi-tenant Microsoft Entra application ("Concero Portal – Managed Devices"). The application uses read-only Microsoft Graph application permissions covering managed devices, organisation, users, directory roles, groups, security events, policies, audit logs, reports, applications, devices, service health, service messages and device management configuration. It does not read mailbox, file or chat content, or BitLocker recovery keys. Connection links sent by Concero are single-use and expire after seventy-two (72) hours, and Concero verifies the consent with Microsoft before storing any information. The Customer's administrator may revoke consent in the Customer's tenant at any time.

9.8.3 **Google Workspace.** The Customer shall procure that domain-wide delegation is granted, restricted to the Customer's own domain, under which Concero reads directory users and ChromeOS devices, read-only.

9.8.4 **Other systems.** The Customer authorises Concero to read, read-only, from the Customer's Apple device management, network management, print management and cloud backup platforms using credentials created by the Customer for that purpose or Concero's existing service accounts, and shall provide or maintain such credentials on request.

9.8.5 The Customer Portal's "Your data and connections" page lists each Data Connection in place for the Customer, what is read, why and how often. A Portal Administrator may pause and resume any Data Connection. On pause, Concero stops reading immediately, retains what it already holds, and deletes it on request to the CXM.

9.8.6 In respect of information read through Data Connections, the Customer is the controller and Concero the processor, and the DPA applies. Concero is the controller of Portal User accounts, activity logs, contact details and Information Capture and survey answers, as described in the Privacy Notice.

9.8.7 Pausing or revoking a Data Connection, or withholding a consent or credential under this Section, may prevent Concero from delivering parts of the Services that depend on it. Concero is not responsible for any resulting shortfall.

9.9 Telemetry Agent

9.9.1 The Customer authorises Concero to install and operate the Telemetry Agent on servers within the scope of the Services. Concero will tell the Customer which servers at installation. The Telemetry Agent reports hardware specification, uptime, operating system version, installed roles and software and Hyper-V virtual machine status to the Customer Portal at intervals. Reports are signed and timestamped. Updates to the Telemetry Agent are signed by Concero and applied automatically.

9.9.2 The Telemetry Agent does not read the content of user files or communications. The Customer may withdraw its authorisation for any server by written notice to its CXM. Concero will remove or disable the Telemetry Agent on termination of the related Services, or within ten (10) Working Days of such a notice.

9.10 Outside Contributors

9.10.1 Concero may give an Outside Contributor (for example the Customer's cabling installer, connectivity or telephony supplier, trust network manager or previous IT provider) access to the Customer's technical site documentation only, by a private link and an emailed one-time code. Concero will notify the Customer of each Outside Contributor given access and the reason, and will withdraw access if the Customer objects. Any change an Outside Contributor proposes takes effect only once approved by Concero.

9.11 Single Central Record page

9.11.1 For school and trust customers, the Customer Portal can display safeguarding check details held on Concero's own single central record for the Concero staff who attend the Customer's sites, comprising DBS certificate number and issue date and the status and date of pre-employment checks. This is provided to support the Customer's duties under Keeping Children Safe in Education in respect of visiting contractors. Concero is the controller of this information.

9.11.2 The page is off by default. Concero enables it on written request from the Customer's headteacher, designated safeguarding lead or trust equivalent, for the Portal Administrators and any Portal Users the requester names.

9.11.3 The Customer shall treat the information on the page as confidential, use it only to satisfy its own safeguarding record-keeping duties in respect of Concero staff attending site, restrict access to those Portal Users who need it, and not copy it elsewhere except into the Customer's own single central record.

9.12 Staff previews and activity logging

9.12.1 Concero staff may open a Preview of the Customer Portal to support the Customer or to check what Portal Users see. A Preview lasts no longer than four (4) hours. Starting and ending a Preview is logged, and any change made during a Preview is recorded against the staff member.

9.12.2 Every data-changing action by a Portal User is recorded with the user, the Customer, the action, the time and the IP address. The record is visible to Concero and available to the Customer on request. Emails sent by the Customer Portal are sent through Microsoft 365 and logged for three (3) months.

9.13 AI-assisted processing

9.13.1 Concero staff may use an AI model provided by Anthropic, accessed by API and hosted in the United States under standard contractual clauses, to assist with certain tasks that may involve the

Customer's information: grouping the Customer's related helpdesk tickets (using subject, dates, status and the names of the logger and technician, and never ticket notes); drafting Discovery Audit findings from the auditor's narrative or attached report; drafting a Strategic Plan from the Customer's Digital Vision, audit findings and DfE standards positions; completing equipment specification fields from a make and model; and answering staff knowledge base questions from Concero's internal procedures.

9.13.2 AI-assisted processing is initiated by Concero staff, not by Portal Users. Information submitted by API is not used to train the provider's models. Nothing produced is retained until a Concero consultant has reviewed and accepted it. No decision about an individual is made by automated means.

9.14 Data protection

9.14.1 Personal data processed through the Customer Portal is processed in accordance with Section 1.2, the DPA and the Privacy Notice. Concero's privacy contact is compliance@concero.uk.

9.14.2 The sub-processors that may process information in connection with the Customer Portal, and their locations, are listed in the Privacy Notice. At the date of this Agreement they are: Krystal Hosting (UK); Microsoft 365 (UK/EU, some services global under standard contractual clauses); Google Workspace and Google Fonts (EU/US); HaloPSA (UK/EU); HubSpot (EU/US); PandaDoc (US); AvePoint (UK/EU); Xero (UK/Australia); Anthropic (US); ipwho.is and ip-api.com (IP address only); Scribe, YouTube, Vimeo and Microsoft Stream (embedded content, browser IP address only); Printix (EU); Jamf (the Customer's own instance, EU/US); HPE Aruba and Ubiquiti (EU/US); TextAnywhere (UK); and GitHub (source code only, US). Transfers outside the UK are made under standard contractual clauses.

9.14.3 The Customer Portal sets two cookies only: a strictly necessary session cookie and a cookie recording the Portal User's light or dark display preference, which lasts one year. No analytics or marketing cookies are set.

9.15 Security

9.15.1 Concero shall maintain the following security measures for the Customer Portal: HTTPS enforced with HTTP Strict Transport Security; a content security policy; anti-forgery tokens on every data-changing request; parameterised database queries; validation of uploaded files by content type, with executable, script and markup files refused, size limits applied, storage outside the web root and an ownership check before any file is served; encryption at rest of integration tokens using AES-256-GCM with the key held outside the database; encryption of Confidential Information Capture answers; audit logging of sign-ins, API calls, permission changes and Portal User actions; a daily enforced data retention process; and capability-based, recorded staff access.

9.15.2 Concero carries out internal security reviews of the Customer Portal against recognised standards at least annually and remediates findings. Concero intends to commission external penetration testing; until it has done so, no representation is made that such testing has taken place.

9.15.3 Nothing in this Section 9.15 is a warranty that the Customer Portal is free from vulnerabilities. Concero's liability is as set out in Section 5.

9.16 Availability, changes and suspension

9.16.1 Concero will use reasonable endeavours to keep the Customer Portal available but gives no commitment as to availability or uptime. Planned maintenance is normally carried out outside school

hours, with notice where practicable. The Customer Portal is not covered by the response and resolution targets in the Service Level Agreement; problems with it may be logged with the Help Desk and are handled as P4 Low priority. Unavailability of the Customer Portal does not prevent the Customer from logging support requests by email or telephone.

9.16.2 Concero may change, add to, remove or suspend features of the Customer Portal at any time. Concero will give the Customer reasonable notice of any change that materially reduces the functionality available to it.

9.16.3 Concero may suspend the Customer's or any Portal User's access without notice where Concero reasonably believes it necessary to protect the security or integrity of the Customer Portal, Concero's systems or any customer's information, or in the event of a breach of Section 9.5. Concero will inform the Customer as soon as practicable and restore access once the issue is resolved.

9.17 Retention and exit

9.17.1 Concero retains information held in the Customer Portal for the periods stated in the Privacy Notice, which at the date of this Agreement are: Portal User accounts, for so long as the Customer uses the Customer Portal; activity and sign-in logs, for so long as the Customer remains a customer; email delivery logs, three (3) months; error and diagnostic logs and Preview records, twelve (12) months; Information Capture answers and files, for so long as the Customer remains a customer or until Concero deletes them, with copied answers retained with the records they were copied into; suggestions and ratings, three (3) years; survey responses, for so long as the Customer remains a customer; and quotes, purchase orders and signed documents, for the period required by law for financial records.

9.17.2 On termination of the Services to which the Customer Portal relates, access ends. Within thirty (30) days of termination the Customer may request an export of its ticket history and documents held in the Customer Portal, in PDF or CSV format, and of its Information Capture answers. Thereafter information is deleted or returned in accordance with the main Agreement and the DPA. This export forms part of the offboarding documentation export under Section 4.10.

Implementation and Document Management

These terms and conditions shall be deemed effective as of 25 November 2026.

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.
1.4	November 2026	M Setchell	Section 4 restructured: offboarding allocation, change freeze, exclusions, support exclusivity, licence and broadband notice periods, priced offboarding options, connectivity and telephony terms (4.16), tooling authorisation (4.2.1), Customer Portal (Section 9). Effective 25 November 2026.