



Complete I.T Response Agreement

Agreement Start Date

The contracted services will start as stated on the attached Schedule of Services and payment for all services under this agreement is monthly in advance payable by direct debit at the costs in the attached Schedule of Services.

Main Service Detail

- i. Access for “The Client” during the hours of 8:00am to 6:00pm Monday to Friday to the “CIT” Helpdesk (excluding Bank Holidays).
- ii. The Helpdesk will issue log numbers and prioritise all incoming calls into the following categories:-

Level I	Companywide IT failure
Level II	IT problem stopping User working
Level III	IT problem causing inconvenience to user
- iii. The Helpdesk will use best endeavours to directly and indirectly support the IT infrastructure and attached workstations of “The Client” including the hardware and software.
- iv. Maximum response times to the above categories will be dealt with on the following basis, though we aim to deal with all problems as they are logged :-

Level I	Immediate response on-line support
Level II	up to 4 hours response
Level III	up to 8 hours response
- v. All extra IT equipment/consumables and courier charges required in the working of this Service Agreement will need to be authorised by the “The Client” IT contact and will be billed at the end of every month.
- vi. Monthly activity reports will be provided by “CIT” if requested by “The Client” free of charge.
- vii. Onsite time to be charged at £110 per hour

Client Obligations

- i. Hardware and Software must be licensed, used and maintained as prescribed by the manufacturers.
- ii. Keep "CIT" updated with the approved list of "The Client" contacts who are able to authorise any call-outs and any additional charges.

Restrictions and Variations

- i. Software to be directly supported by this agreement is:-

Microsoft Windows 8.1	Extended support only
Microsoft Windows 10	Version 1909 onwards
Microsoft Windows Server 2012/2012R2	Extended support only
Microsoft Windows Server 2016/2019 Server	Mainstream support
Microsoft Exchange Server 2013/2016	Extended support only
Microsoft Exchange Server 2019	Mainstream support
Microsoft Office 2013/2016	Extended support only
Microsoft Office 2019	Mainstream support
Microsoft Hyper-V Server 2012/2012R2	Extended support only
Microsoft Windows Server 2016/2019 Server	Mainstream support
Microsoft 365	
VMware ESXI 6.7 and 7.0	General support
Backup Software	
Anti-Virus Software	
Other Software and Hardware by liaising with the relevant suppliers	
Datto Backup Appliance	
WatchGuard devices including our Cyber Security Service	

Please note the following products reach end of support in 2021:

Windows 10, version 1809 (Enterprise, Education, IoT Enterprise)	11 th May 2021
Windows 10, version 1909 (Home, Pro, Pro Education, Pro for Workstations)	11 th May 2021
Windows Server, version 1909 (Datacenter, Standard)	11 th May 2021
Skype for Business Online	31 st July 2021

Other software which is out of mainstream support such as Windows 7, Windows Server 2008, Small Business Server 2011 and that which will end support in 2021 will be supported by Complete I.T., but with best endeavours as no Microsoft support is available for these products.

- ii. Onsite days can be carried over to subsequent months but expire one year after the end of the month they were accrued and in all cases must be used by the end of this agreement howsoever cancelled.
- iii. Any variations to this agreement or the services provided must be agreed to in writing and signed by both parties.
- iv. Additional services added to the Schedule Of Services or onsite days added to the Schedule Of Services once this agreement has commenced will run for at least one year and then co-term with all other services
- v. For Remote Management Centre, Complete Workstation Management, Cloud Backup & Complete Recovery Cloud Storage any additional storage, licences and plugins over your allocated limits as detailed in the Schedule of Services will be invoiced monthly in arrears at the same pro-rata costs shown in the Schedule of Services.
- vi. Consumption billing applicable to both Complete 365 Backup and Microsoft 365 Business. Invoicing will be based on the quantities at the point of billing and adjusted accordingly.
- vii. Consumption billing applicable for Complete Endpoint Security. Invoicing will be based on the quantities at the point of billing and adjusted accordingly.

Complete I.T. Terms and Conditions

1 Definitions

In these Terms the following words shall have the following meanings:

- 1.1 “Agreement” means the agreement between Us and You governed by these Terms as varied from time to time.
- 1.2 “Goods” means any and all goods supplied by Complete I.T. to You including but not limited to computer hardware and software.
- 1.3 “Intellectual Property Rights” means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right, or know how or any other intellectual property right.
- 1.4 “Literature” means Complete I.T.’s brochures, price lists, and advertisements in any type of media.
- 1.5 “Order” means the request by You to Us for Goods and/or Services.
- 1.6 “Internet Lines and Circuits” means any and all connections supplied by Us to You for all external connections
- 1.7 “Quotation” means Our written quotation(s) to You confirming the price of the Goods and/or Services prior to the Agreement.
- 1.8 “Services” means any and all services supplied by Complete I.T. to You.
- 1.9 “Terms” means these terms and conditions of business as varied from time to time.
- 1.10 “We”, “Us”, “Our”, and “Complete I.T.” are references to Complete I.T. Limited a company incorporated in England and Wales with registered number 02761451 and whose registered office is situated at Oakingham House, Frederick Place, London Road, High Wycombe, Buckinghamshire HP11 1JU.
- 1.11 “You” and “Your” are references to the individual, company, partnership, or organisation which places an Order.

2 Agreement

- 2.1 The Agreement shall come into existence when We accept your Order. The initial term of the Agreement will, subject to the cancellation provisions contained in the Terms, be one year. Subject to the cancellation provisions contained in the Terms the Agreement will automatically renew for a further term of one year on each anniversary of the Agreement.
- 2.2 These Terms shall govern the Agreement to the exclusion of all other terms and conditions.
- 2.3 By submitting an Order, You shall be deemed to have accepted these Terms and You agree to be bound by these Terms when you place any Order.
- 2.4 We reserve the right to vary these Terms from time to time, such variations becoming effective immediately upon being posted on Our website.
- 2.5 These Terms, together with the Literature and Order, comprise the whole agreement relating to the supply of Goods and/or Services to You by Complete I.T. You agree that you have not relied on any representations save insofar as the same have been expressly incorporated in these Terms and You agree that You shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.



3 Services

- 3.1 We shall use reasonable care and skill in providing the Services to You.
- 3.2 We reserve the right to make any changes to the Services described in Our Literature to conform with any applicable statutory requirements or which We deem appropriate in Our sole discretion.
- 3.3 The Services are provided solely for Your use and shall not be used by any other party without Our written consent.
- 3.4 We reserve the right to use persons other than Our employees to supply the Services to You.
- 3.5 You shall provide Us (and our employees, contractors, and agents) with all assistance, co-operation, and information required by Us in supplying the Services.

4 Goods

- 4.1 Where Goods supplied to You were not manufactured by Us, We give no warranty as to the fitness and/or quality of the Goods.
- 4.2 You shall be entitled only to such warranty for the Goods as We have received from the manufacturer of the Goods.

5 Prices and Payment

- 5.1 The price of the Goods and/or Services shall be the price as stated in the Quotation and/or the Order.
- 5.2 Value Added Tax at the prevailing rate shall be added to the price of the Goods and Services whether or not stated in the Quotation and/or the Order.
- 5.3 Payment for the Goods and/or Services is due on or before delivery of the Goods and supply of the Services and We shall invoice you accordingly.
- 5.4 Where Goods and/or Services are supplied by Us to You under a credit agreement between us, We shall invoice You on or at any time after delivery of the Goods and supply of the Services and unless We otherwise agree in writing payment must be made by You in full within 30 days of the invoice date.
- 5.5 Upon giving notice to You at any time before delivery of the Goods and/or supply of the Services We reserve the right to increase or decrease the price of the Goods and/or Services to reflect any increases or decreases in the cost to Us of providing the Goods and/or Services to You.
- 5.6 The price of the Services shall automatically increase by 2.5% on each anniversary of the Agreement. This clause is without prejudice to the provisions of clause 5.5.
- 5.7 Without prejudice to any other rights We may have, if You fail to pay the invoice price by the due date (i) You shall pay Us interest calculated in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full, and (ii) You shall reimburse Us in respect of all costs and expenses (including legal costs) incurred in the collection of any overdue amount, and (iii) We shall be entitled to cancel the Agreement and/or suspend supplies of Goods and/or Services
- 5.8 Time shall be of the essence with respect to payment.



6 Title and Risk

- 6.1 For the purpose of section 12 of the Sale of Goods Act 1979 We shall transfer only such title or rights in respect of the Goods as We have and if the Goods are purchased by Us from a third party shall transfer only such title or rights as that party had and has transferred to Us.
- 6.2 Notwithstanding the earlier passing of risk, title in the Goods shall remain with Us and shall not pass to You until the amount due under the invoice for the Goods (including any interest, costs, and expenses We may be entitled to under the Agreement) has been paid in full.
- 6.3 Until title passes You shall hold the Goods as bailee for Us and shall store or mark them so that they can at all times be identified as Our property and in the event You become insolvent, have an administrative receiver appointed of Your business, make or take steps to make any composition or arrangement with Your creditors, or are compulsorily or voluntarily wound up or cease or threaten to cease trading or We bona fide believe that any of those events may occur, You will have no rights to use, sell, or otherwise deal with the Goods or any of them.
- 6.4 We may at any time before title passes (including in the event You become insolvent, have an administrative receiver appointed of Your business, make or take steps to make any composition or arrangement with Your creditors, or are compulsorily or voluntarily wound up or cease or threaten to cease trading or We bona fide believe that any of those events may occur) and without any liability to You, (i) repossess and dismantle and use or sell all or any of the Goods and by doing so terminate Your right to use, sell, or otherwise deal with them, and (ii) for that purpose (or determining what if any Goods are held by You and inspecting them) enter any premises of or occupied by You.
- 6.5 Until title passes the entire proceeds of sale of the Goods shall be held in trust for Us and shall be held in a separate designated account and not mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as Our money.
- 6.6 We may maintain an action for the price of any Goods notwithstanding that title in them has not passed to You.
- 6.7 For the avoidance of doubt title to any software supplied by Us to You, including all Intellectual Property Rights in the software, shall remain at all time with the manufacturers of the software.
- 6.8 The Goods are deemed to be delivered to You when We make them available to You or any agent of Yours or any carrier (who shall be Your agent whoever pays its charges) at Our premises or other delivery point agreed by the parties.
- 6.9 Risk in the Goods passes when they are delivered in accordance with clause 6.8.
- 6.10 We may at Our discretion deliver the Goods by instalments in any sequence.
- 6.11 Where the Goods are delivered by instalments, no default or failure by Us in respect of any one or more instalments shall vitiate the Agreement in respect of the Goods previously delivered or undelivered Goods or entitle You to withhold any payment due under the Agreement.
- 6.12 Any dates quoted by Us for the delivery of the Goods are approximate only and shall not form part of the Agreement and You acknowledge that in the performance expected of Us no regard has been paid to any quoted delivery dates.
- 6.13 If You fail (i) to take delivery of the Goods or any part of them on the due date, and (ii) to provide any instructions or documents required to enable the Goods to be delivered on the due date, We may on giving written notice to You store or arrange for the storage of the Goods, and on the service of the notice risk in the Goods shall pass to You, delivery of the Goods shall be deemed to have taken place, and You shall pay to Us all costs and expenses including storage, redelivery, and insurance charges arising from Your failure.



7 Warranties and Limitation of Liability

- 7.1 We provide warranties and accept liability only to the extent stated in this clause, and any conditions, warranties, or other terms concerning the supply of the Goods and Services which might otherwise be implied into or incorporated within these Terms are hereby excluded.
- 7.2 We do not exclude or restrict Our liability for death and personal injury caused by Our own negligence or any other liability the exclusion of which is prohibited at law.
- 7.3 In supplying the Good and Services you acknowledge and accept that (i) Our only obligation is to exercise reasonable care and skill in providing the Services, (ii) We shall in no circumstances be liable for any indirect or consequential loss, damages, or expenses (including without limitation loss of profits, contracts, business, or goodwill) howsoever arising out of any problem, event, action, data loss, or default of Ours, (iii) We cannot warrant or guarantee that the Services will be uninterrupted, and (iv) time shall not be of the essence with respect to the supply of the Services.
- 7.4 Our maximum aggregate liability to You for any breach or series of breaches of the Agreement and/or any negligence shall in no circumstances exceed the price paid by You to Us for the Goods and/or Services which are the subject of the breach or negligence.

8 Events beyond our control

- 8.1 We reserve the right without notice or liability to You to defer the date of performance or to cancel the supply of the Goods and Services if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that if the event in question endures for a continuous period in excess of 90 days You shall be entitled to give notice in writing to Us to terminate the Agreement.

9 Cancellation

- 9.1 We may at our sole discretion suspend or cancel the Agreement immediately if You commit a material breach of any of Your obligations under the Agreement or if You become insolvent, have an administrative receiver appointed of Your business, make or take steps to make any composition or arrangement with Your creditors, or are compulsorily or voluntarily wound up or cease or threaten to cease trading or We bona fide believe that any of those events may occur.
- 9.2 Our cancellation of the Agreement in accordance with clause 9.1 shall be without prejudice to any other rights available to Us under these Terms.
- 9.3 Once accepted by Us, You may only cancel Your Order for Goods with our consent which we are entitled to withhold in any circumstances at our sole discretion. We reserve the right to raise a cancellation charge in the event that We consent to Your request to cancel an Order for Goods.
- 9.4 All Internet Lines and Circuits are for a minimum of one year from the start date and can only be cancelled after nine months from their start date with no less than 3 months notice in writing
- 9.5 Either party may cancel the Order for Services (i) within 3 months of the date of the Agreement by giving the other party no less than 1 months' notice in writing, which notice may only be served within a period commencing one month before the end of first 3 months of the date of the Agreement and ending after the first 3 months of the date of the Agreement, or (ii) after 3 months from the date of the Agreement by giving the other party no less than 1 months' notice in writing, which notice may

only be served within a period commencing 30 days before an anniversary of the Agreement and ending on an anniversary of the Agreement.

10 Intellectual Property Rights

- 10.1 You acknowledge that all Intellectual Property Rights in the Goods and Services are and shall remain owned respectively by our suppliers and Us and nothing in these Terms purports to transfer, assign, or grant any rights to You in respect of the Intellectual Property Rights.
- 10.2 You agree that You will treat as strictly private and confidential the Agreement and the Services and all information you obtain from the Services.
- 10.3 You agree that You will not change, amend, remove, alter, or modify the Goods and Services or any trademark or proprietary marking in the Goods and Services.
- 10.4 You agree to indemnify Us and keep Us indemnified from and hold us on demand harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages, or losses (including without limitation consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this clause 10.

11 General

- 11.1 You are not entitled to assign or novate the Agreement or any part of it without Our prior written consent.
- 11.2 We may assign the Agreement or any part of it to any person, firm, or company.
- 11.3 The parties to these Terms do not intend that any term of the Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 11.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 11.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 11.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 11.7 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office as stipulated in clause 1.10 above (or such other address as We may notify to You from time to time) or Your address (or email address) as stipulated in the Order.
- 11.8 You agree not to employ or engage in any capacity any person, firm, or company employed or engaged by Us during any part of the term of the Agreement or for 6 months after the end of the Agreement.
- 11.9 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.



12 Data Protection

- 12.1 Defined terms used in this clause 12 shall have the meanings provided in the Data Protection Legislation. “Data Protection Legislation” means: (i) the Data Protection Act 2018; (ii) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 2018.
- 12.2 You and We acknowledge that for the purposes of the Data Protection Legislation, You are the Data Controller and We are the Data Processor of any Personal Data.
- 12.3 We shall: (i) process the Personal Data only in accordance with Your instructions from time to time and shall not process the Personal Data for any other purpose except that We may process Personal Data without your instructions and/or for other purposes if and to the extent that We are required to do so under any applicable EU or English law, regulation or secondary legislation. You acknowledge that We are reliant on You for direction as to the extent to which We are entitled to use and process the Personal Data and You will ensure that You provide us with clear, lawful and timely instructions as to such use and processing so as to enable us to provide the Services in accordance with the Agreement. We will not be liable for any claim, loss or liability arising from any action or omission by Us, to the extent that such action or omission resulted directly from Your instructions or Your failure to provide Us with clear, timely instructions. We will keep a record of any processing of Personal Data We carry out on Your behalf and promptly comply with any request from You requiring Us to amend, transfer or delete any Personal Data of Yours that We then hold; (iii) provide, at Your request, a copy of all Personal Data held by it in the format and on the media reasonably specified by You; (iv) not transfer the Personal Data outside the European Economic Area without Your prior written consent; and (v) promptly inform You if any Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable. In the event of any loss or damage to, or corruption of, such Personal Data, We will use commercially reasonable endeavours to restore the lost, damaged or corrupted Personal Data from the latest back-up of such Personal Data maintained by Us in accordance with your normal back-up procedures.
- 12.4 If, in relation to the Services, We receive any complaint, notice or communication which relates directly or indirectly to Our processing of Your Personal Data or to either party’s compliance with Data Protection Legislation and the data protection principles set out in the Agreement We shall notify You without undue delay and shall provide You with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 12.5 We shall ensure: (i) that access to the Personal Data is limited to those employees who need access to the Personal Data to meet Our obligations under the Agreement and in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee’s duties, (ii) that all of Our employees involved with the Services are informed of the confidential nature of the Personal Data, have (to the extent required under applicable Data Protection Legislation) undertaken training in the laws relating to handling Personal Data and are aware of Our obligations under such legislation and the Agreement.
- 12.6 If We receive a request from a Data Subject for access to that person’s Personal Data, We shall: notify You without undue delay of receiving such a request; provide You with full co-operation and assistance in relation to any request made by a Data Subject to have access to that person’s Personal Data; and not disclose the Personal Data to any Data Subject or to a third party other



than at Your request or as provided for in the Agreement. Any work carried out by Us under this Clause 12.6 will be subject to additional costs charged at our Standard day rates.

- 12.7 You are entitled, on giving at least 30 working days' notice to Us, to inspect or appoint representatives to inspect, during normal working hours and at a time reasonably convenient to Us, all facilities and equipment at Our premises which we use to process Your Personal Data.
- 12.8 We warrant that: (i) We will process the Personal Data in compliance with all Data Protection Legislation; and (ii) We will take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data as required by the Data Protection Legislation.
- 12.9 You warrant that You will at all relevant times comply with all applicable requirements of the Data Protection Legislation and, without affecting the generality of the foregoing, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Us and for Us to process the Personal Data for the purposes anticipated by, and for the duration of, this Agreement.
- 12.10 We shall notify You without undue delay if We become aware of any unauthorised or unlawful processing, loss of, damage to or destruction of the Personal Data.
- 12.11 In relation to third parties or sub-contracting the processing of Personal Data: (i) We may only authorise a third party (sub-contractor) to process the Personal Data subject to Your prior written consent (not to be unreasonably withheld or delayed) and provided that provisions relating to data processing and data protection in the sub-contractor's contract is on terms which are substantially the same as those set out in this clause 12.



SIGNED ON BEHALF OF **THE CLIENT:**

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NAME OF SIGNATORY:

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POSITION:

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DATE:

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