



Black Sheep Support Terms and Conditions ("Terms") Your attention is expressly drawn to clause 10 (Limitation of Liability) and clauses 4.3, 11, 15, 16 and 17.

1. These Terms, your quotation and our Privacy Notice set out the services we provide to you and how we process your personal data. In these Terms, we refer to Black Sheep Support Limited (company number 15046937) as "BSS", "we", "us", and "our", etc. and, to you, the Customer, as "you" and "your", etc. "Party" shall mean us or you, and "Parties" shall mean us and you.

2. By signing your services agreement, using our website, or otherwise receiving the benefit of any services we provide, you agree to be bound by these terms and our Privacy Policy, which form an agreement ("Agreement") between you and us. They shall continue to apply until the latter of:

- a) 36 months from the date you agreed to them; and
- b) 12 months following either the termination or contract end date of the last contract procured by us.

We may amend these Terms and our Privacy Policy from time to time, and we will notify you of any material changes. You can always find the most recent version available on our website (www.blacksheepsupport.co.uk), and your continuing use of our services will be subject to the most current Terms on our website.

SERVICES

3. Provision of Services.

3.1. The Company will use commercially reasonable efforts to provide the Services as described in the respective service and/or tier selected by you. Services may include Office 365 migration, OneDrive integration, Microsoft Defender and CoPilot introduction, general IT support, IT consultancy, hardware procurement, managed services, and the resale of software licenses. This is a non-exhaustive list; other services may be quoted and provided upon request and are subject to the terms of this agreement as outlined in clause 7, 'Additional Fees and Services'.

3.2. We are reliant on the information provided to us by you during the quotation process; we do not assume any wider obligation to you other than to the services we subsequently agree to provide.

3.3. BSS are a VAT-registered business. All prices quoted for services are subject to VAT charged at the prevailing rate.

4. Desktop Support Services.

4.1. Desktop Support Services are priced as a monthly fee. This fee is payable per identified user (a single user or person) or per endpoint (a single device or asset), as confirmed in your quotation.

4.2. Desktop Support Services includes IT support services such as troubleshooting and problem resolution via email, phone, and remote login, Patch Management and remote support services. On-site visits are not included and will be charged separately as outlined in 7. 'Other Services and IT Consultancy'.

4.3. Unless otherwise stated in your quotation, the initial contract term for Desktop Support Services is 36 months. The contract will automatically renew for subsequent 36-month terms unless the Customer provides written notice of non-renewal at least 12 months before the then-current contracted term.

4.4. Upfront Payment Discounts are available for Desktop Support Services. Any discounts available will be detailed in your quote. Discount options are available for payment terms annually in advance and for the full contract term upfront.

4.5. The standard payment terms are monthly in advance if you do not take up an Upfront Payment discount. Payment must be made by Direct Debit and must be cleared on or before the first of each month. Failure to make payment will result in service suspension, and we reserve the right to charge interest for late payment.

4.6. Desktop Support is billed as fixed monthly charge for the duration of your contract, we reserve the right to apply an annual increase to account for inflation, calculated using the consumer price index (CPI). If an increase is going to be applied, you will be informed three months in advance of the pricing change. If you have paid for your contract term in advance, an increase will not be applied to any portion of your contract for which we have received advance payment instead of Monthly Direct Debit.

4.7. The migration fee quoted is due before the migration process begins. Migration will not commence until funds have cleared.

4.8. Unless otherwise stated in your service package, we provide desktop support within our regular business hours. Out-of-hours support may be available on a case-by-case basis and subject to additional charges as outlined in 7. 'Additional fees and services', or your quotation.

4.9. Site visits are subject to suitability determination by Black Sheep Support and subject to fair usage as detailed in your quotation.

4.10. Fees applicable to callouts, site visits and other additional services not included as part of Desktop Support will be provided in your quote or communicated separately as and when required.

5. Microsoft Office 365 Migration and OneDrive Integration

5.1. We will assist in migrating your data and systems to Microsoft Office 365 and integrating with OneDrive. We cannot guarantee that all existing data, program settings, and configurations can be preserved. We will not be responsible for any loss or corruption of data or systems which may occur during the migration process.

5.2. The migration fee quoted is due before the migration process begins. Migration will not commence until funds have cleared.

6. Software Licensing

6.1. Software Licensing is not included in the Desktop Support Service fee. We are part of the Microsoft Partner reseller programme and can provide software licences from Microsoft and other partners as standalone products. We also partner with other providers to provide licensing and may recommend various procurement methods on your quote.

6.2. Microsoft licenses are payable directly to Black Sheep Support or the chosen provider. The payment terms will be included in your quotation.

6.3. While software and tools can enhance system efficiency and security, we do not guarantee that they will prevent all potential security threats or system failures.

6.4. If a migration fee applies to the software you purchase, this will be quoted and be due for payment before the migration process begins. Migration will not commence until funds have cleared.

6.5. If you require additional licenses, you can request these by raising a helpdesk ticket and providing 'no less than three working days' notice.

6.6. A helpdesk ticket will need to be raised to remove unused licenses. From a billing perspective, the end date will depend on the licence and the contracted period for that specific product/supplier.

6.7. The contractual terms for the licensing you purchase will be provided in your quotation. They will vary depending on the procurement method and provider recommended. You may need to also sign Terms & Conditions with your chosen supplier.

6.8. Your licenses can be migrated to an alternative partner at the discretion of Black Sheep Support.

6.9. As a result of using our procurement service, you acknowledge that we may receive a commission from software providers.

6.10. You may not copy any software we provide for your use unless expressly permitted by this Agreement or use such software after the expiration or termination of the Agreement. You may not remove, modify, or obscure any copyright, trademark, or other proprietary rights notices appearing on any software we provide. Unless permitted by the terms of an open-source software licence, you may not reverse engineer, decompile or disassemble any software we provide for your use except and to the extent that you are expressly permitted by applicable law to do this, and then following at least ten (10) days advance written notice to Black Sheep Support. In addition to the terms of this Agreement, your use of any Microsoft® software is governed by Microsoft's licence terms that appear at: <https://www.blacksheepsupport.co.uk/information/legal/> including use restrictions on Microsoft software that is provided for your use under a subscriber access licence or "SAL" or an "anonymous" licence as indicated in your Services Description.

7. Other Services and IT Consultancy

7.1. We can provide other IT Consultancy Services on various topics.

7.2. Any other Service or IT Consultancy agreed upon will be based on a scope and timeframe agreed upon with the Customer during discovery.

7.3. Consultancy can be purchased in full days only. The number of days required for the project will be estimated based on the Customer's requirements disclosed during discovery. Any additional requirements that materialise during the agreed scope must be quoted separately.

7.4. Travel and expenses are not included in the daily rate. These are to be reimbursed by you and will be detailed as separate line items on your invoice.

7.5. The billing arrangement for your other services or consultancy project will be detailed in your quotation. If Consultancy Services have not been paid on time, service may be suspended until payment is received. We reserve the right to charge interest for late payment.

7.6. Upfront Payment Discounts may be available for longer-term contracts. Any discounts available will be detailed in your quote.

7.7. Additional fees and services

7.7.1. All additional fees and services are subject to availability.

7.7.2. The provision of any additional services will fall under these agreed terms and be subject to the fee level in 7.8, published in the latest version of our terms and conditions available on our website, www.blacksheepsupport.co.uk/terms, or by quotation.

7.7.3. As such, the fees within section 7 of these terms are only valid until an updated version is published on our website.

7.7.4. As they are additional services agreed upon at the time of requirement, any change to the amount charged for each additional service or fee, as listed in these terms, shall not constitute a material change to these terms for which we are required to provide notification.

7.8. List of fees:

This list is indicative, not exhaustive and can be amended subject to quotation based on specific requirements:

7.8.1. Support Engineer Site Visit = £750 + Vat

7.8.2. Out of Hours Support = £150 + Vat per Hour

7.8.3. In Hours additional Support = £50 + Vat per Hour

7.9. Payment for all Additional fees and services is to be made in advance.

7.10. Additional Fees and Services: Cancellation

7.10.1. Once agreed, all Ad Hoc works/ quotations / Hardware must be paid for in advance in full. Any subsequent cancellation by the Customer will not remove their liability for payment of services at the agreed-upon rate.

7.10.2. Site Visits – any amendment to the date and time of any site visit, must be communicated 48 hours before the visit. Failure to provide adequate notice, or any action taken or not taken by the Customer that results in the inability of a representative of Black Sheep Support Ltd to complete the organised Site visit, will result in a site visit cancellation fee at the current published rate as listed in section 7.8. Where accommodation has been booked for a non-refundable site visit, the Customer will be invoiced for this at cost, plus a reasonable administration fee.

8. Customer Obligations

8.1. In addition to the Customer's other obligations set out in these Terms, you warrant that you;

8.1.1. are acting in the course of business, and we are entitled to treat you as a business customer.

8.1.2. have full authority to enter into this agreement for the durations specified and accept/authorise any subsequent quotations provided.

8.1.3. will make prompt payment within the terms of this agreement and/or quotations for the services provided by Black Sheep Support and our software partners.

8.1.4. will always comply with these Terms and any applicable terms and conditions imposed by our partners in relation to the supply of any of our Services or Software partner products.

8.1.5. will comply with the laws applicable to your use of the Services.

8.1.6. will cooperate with us for the reasonable investigation of Service outages, security problems, and any suspected breach of the Agreement.

8.1.7. are responsible for keeping your account permissions, billing, and other account information up to date.

8. Customer Obligations 8.1 Contd...

8.1.8. will pay, when due, the fees for the Services stated in the Services Description or other quote/agreement between us. If there is a dispute concerning any portion of an invoice, you shall pay the undisputed portion of the fees promptly and provide written details specifying the basis of any dispute. Each of us agrees to work together to promptly resolve any disputes.

8.1.9. will ensure that the end users are properly trained to use any equipment and/or software provided to them and have data security training at a level relevant to the risks associated with their duties.

8.2. If you use any software not provided by Black Sheep Support, you represent and warrant to Black Sheep Support that you have the legal right to use the software. If we have agreed to install, patch or otherwise manage software for you in reliance on your licence with a software vendor (rather than Black Sheep Support's licence with the software vendor), then you represent and warrant that you have a written licence agreement with the software vendor that permits Black Sheep Support to perform these activities. On Black Sheep Support's request, you will certify in writing that you are in compliance with the requirements of this paragraph and any other software license restrictions that are part of the Agreement and will provide evidence of your compliance as we may reasonably request. If you fail to provide the required evidence of licensing, Black Sheep Support may, at its option, either:

- (a) charge you its standard fee for the use of the software in reliance on Black Sheep Support's licensing agreement with the vendor until the required evidence is provided or
- (b) suspend or terminate the Agreement.

Your licensed software may not be compatible with our standard process for deploying and repairing Systems. In addition, to install the software, Black Sheep Support may require you to send the physical or electronic media provided to you by the software vendor, both for deployment and in case of any system failure. You agree that Black Sheep Support will not be in breach of any Service Level Guarantee or other obligation under this Agreement that would not have occurred but for the delay resulting from our agreement to use your licensed software.

8.3. Any breach of customer obligations may result in a cancellation fee as outlined in section 15.

9. Data Privacy and Call Recording

9.1. As a provider of business-to-business services, your agreement to our terms and conditions includes your consent to communication through various methods, which may include but are not limited to email, postal mail, and telephone. These communication channels will be utilised for various purposes, such as providing our services, marketing products or services potentially beneficial to your business, and delivering relevant updates. You can update your preferences anytime by calling us at 0800 0116431 or emailing us at data.controller@blacksheepsupport.co.uk.

9.2. We take protecting our clients' data seriously. We will not pass information to third parties other than the business suppliers to which you are either currently contracted or have chosen to obtain services from. We will not engage with other Third-Party Intermediaries.

9.3. We will record all telephone calls with you for legitimate business purposes, including so that we can improve the services we offer. All calls are encrypted for security and integrity purposes and to ensure that we comply with our requirements under data protection laws.

9.4. We will keep records of all calls for seven years from the date of the particular call. Suppliers may retain your personal data in line with their retention periods and privacy notices, and you should ensure you familiarise yourself with any relevant documents or notices before agreeing to their terms and contracting with them.

9.5. Each party undertakes that it shall not disclose any confidential information to any person except as permitted by the 'refer a friend' promotion.

9.6. Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, or advisers who need to know such information to exercise either parties rights or carry out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information comply with the confidentiality obligations under these Terms;
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.7. Neither party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

10. Limitation of Liability

10.1. We do not promise that the Services will be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in Internet connectivity that could result in the loss of your privacy, Confidential Information and property.

10.2. We disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including the implied warranties relating to satisfactory quality and fitness for a particular purpose other than any Non-excludable Rights that may apply. You are solely responsible for the suitability of the services chosen. Any services that we are not contractually obligated to provide but that we may perform for you at your request and without any additional charge are provided on an 'AS IS' basis subject to any Non-excludable Rights that may apply.

10.3. We do not have knowledge of the data you store within your systems, including the quantity, value or use of the data. You are, therefore, responsible for taking all reasonable steps to mitigate the risks inherent in the provision of the Services, including the loss of your data. The Services that Black Sheep Support has agreed to provide to assist you in mitigating such loss (if required) are dependent on the service tier level you have requested. Black Sheep Support does not promise to back up your data unless you have purchased backup services. If you purchase backup services, Black Sheep Support does not promise to retain any data backup(s) for longer than any agreed data retention period as set out in your quotation. In all events, you release Black Sheep Support from liability for loss of data to the extent that the data has changed since the time that we were last required by the Agreement to perform a backup and to the extent that any Non-excludable Rights do not apply.

10.4. We will provide support only to the administrative or technical contacts listed on your account. We will not provide support directly to your end users unless specifically agreed in writing.

10.5. Certain Black Sheep Support Services are designed to help you comply with various regulatory requirements that may be applicable to you. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

10.6. Black Sheep Support is not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services unless the unauthorised access or use results from Black Sheep Support's failure to meet its obligations as outlined in these General Terms and Conditions or the quotation. You are responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

10.7. Except as expressly provided in these Terms, all warranties of any kind for the services are expressly excluded to the fullest extent permitted by law. Any time or date given for performance is indicative only, and time shall not be of the essence of the Agreement.

10.8. Subject to clause 10.9:

10.8.1. We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit (whether direct or indirect) or for any indirect or consequential loss arising under or in connection with our Agreement with you and

10.8.2. Our total liability to you in respect of all other losses arising under or in connection with our Agreement with you shall in no circumstances exceed £1,000 (one thousand pounds sterling).

10.9. Nothing in these Terms shall limit or exclude our liability for:

10.9.1. death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors.

10.9.2. fraud or fraudulent misrepresentation; or

10.9.3. anything else that cannot be excluded by law.

10.10. Force Majeure

Neither of us will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond our control, such as a significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

11. Indemnification

11.1. If we, our affiliates, or any of our or their respective employees, agents, or suppliers (the "Indemnitees") are faced with a legal claim by a third party arising out of your actual or alleged negligence, breach of law, failure to meet the security obligations required by the Agreement, breach of the Acceptable Use Policy, breach of your agreement with your customers or end users, or breach Section 6 (Software) of this General Terms and Conditions, then you will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other amounts that are imposed on the Indemnitees as a result of the claim. Your obligations under this clause include claims arising out of the acts or omissions of your employees or agents, any other person to whom you have given access to the Services, and any person who gains access to the Services as a result of your failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorised by you. You must also pay reasonable legal fees and other expenses we incur in connection with any dispute between persons having a conflicting claim to control your account with Black Sheep Support or any claim by your Customer or end user arising from an actual or alleged breach of your obligations to them.

11.2. We will choose legal counsel to defend the claim, provided that these decisions are reasonable and are promptly communicated to you. You must comply with our reasonable requests for assistance and cooperation in the defence of the claim. We may not settle the claim without your consent, although such consent may not be unreasonably withheld, delayed, or conditioned. You must pay expenses due under this clause as we incur them.

12. Intellectual property

12.1. All trademarks, service marks and all other intellectual property rights are the property of their respective owners, including, without limitation, Black Sheep Support Limited. The ownership of all intellectual property rights relating to our services shall remain with Black Sheep Support Limited, its licensors or partners. You agree not to take any action to jeopardise, limit, or interfere in any manner with any of our or a third party's intellectual property rights.

12.2. You agree that any documents/market insights, reports, supplier, or pricing information supplied to you in connection with providing our services to you are owned by us or our third-party licensors. We may agree to provide you with copies of some or all these documents upon written request, subject to your written agreement not to disclose any such documents and/or the information contained within them to any third parties without our prior written consent. Depending on the nature of your request, this may incur an administration fee.

13. Publicity

You agree that we may publicly disclose that we are providing Services to you and may use your name and logo to identify you as our Customer in promotional materials, including press releases. We will not use your name or logo in a manner that suggests an endorsement or affiliation.

14. Promotional offers – Including Cashback

14.1. From time to time, we may operate promotional offers that include vouchers. Such promotions are provided at the sole discretion of Black Sheep Support and can be amended or discontinued at any time.

14.2. The Black Sheep Support, refer a friend promotional offer is limited to 10 separate referrals of 1 x £50 voucher per successful referral for Desktop Support Services totalling no more than £500 for each referring business. Vouchers will only be distributed once the new Customer has paid their first invoice.

15. Cancellation

15.1. Following your agreement to supply of service under these terms if either:

- (a) the supply contract is cancelled or terminated (howsoever such Cancellation or termination arises), or
- (b) the Customer breaches any of their obligations under section 8

15. Cancellation Contd...

The Customer shall, subject to clause 15.3 below, immediately become liable to pay BSU a cancellation fee (the "Cancellation Fee") as set out in clause 15.2. The Cancellation Fee will be levied for each separate Supply contract which does not commence or is cancelled or terminated.

15.4. The Cancellation Fee shall be calculated as being the greater of:

- (a) All payments due for the remainder of the contract term in accordance with section 4.3 in addition to any unpaid fees or interest plus VAT;
- (b) £750 plus VAT.

15.3. An immediate cancellation shall arise as a result of the Customer taking any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, including any solvent restructuring, obtaining a moratorium, being wound up (whether voluntarily or by order of the court) or having a receiver appointed to any of its assets.

15.4. The Customer shall immediately notify BSS if any event occurs that gives rise to a Cancellation Fee becoming due and shall provide BSS with full, complete, and accurate details of any such event.

15.5. BSS shall be entitled to invoice the Customer for the Cancellation Fee:

- (a) at any time after BSS becomes aware that the Cancellation Fee is due or
- (b) Following any breach of customer obligations or
- (c) If we discover that the information you provided for the purpose of establishing the Services is materially inaccurate or incomplete.
- (d) If within 30 days of acceptance of the quotation you are non cooperative in the onboarding process.

The Customer shall pay the Cancellation Fee to the specified bank account within 30 days after the date of the invoice. Time for payment of the Cancellation Fee shall be of the essence.

15.6. Where a Cancellation Fee invoice is raised following a breach of customer obligations due to non-payment, the cancellation fee shall also include an amount equivalent to statutory interest, currently 8% a year above the Bank of England base rate. This would be equal to the interest that would normally accrue on any unpaid invoice on the overdue sum from the due date until payment of the overdue sum. The due date is equal to the due date of the first unpaid invoice, and the overdue sum is the amount of the cancellation fee, as outlined in section 15.2. The Bank of England Base Rate will be the applicable rate on the date the invoice is raised.

15.7. If the Customer fails to pay the Cancellation Fee by the due date, then, without limiting BSS's remedies under clause 16 regarding Termination, the Customer shall pay statutory interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 8% a year above the Bank of England's base rate from time to time but at 8% a year for any period when the base rate is below 0%.

15.8. All amounts due under this clause 15 from the Customer to BSS shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15.9. The Customer agrees, accepts, and hereby confirms that the Cancellation Fee is reasonable and proportionate to protect BSS's legitimate interest in the Supply Contract reaching full term.

15.10. The Customer acknowledges that any Cancellation Fee charged by or paid to BSS will not obviate or indemnify the Customer against any separate cancellation charges that any third party may be contractually entitled to make for services you have agreed to.

15.11. This clause 15 shall survive the expiry or termination of this Agreement between BSS and the Customer.

16. Termination

16.1. You may terminate the Agreement at any time for whatever reason.

16.2. We may terminate the Agreement at any time following any event that may give rise to Cancellation as detailed in section 15 or where we identify any breach of your customer obligations.

16.3. Expiry or termination of this Agreement between BSS and the Customer shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of expiry or termination.

16.4. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement shall remain in full force and effect after expiry or termination.

16.5. Where such termination is completed at the Customer's request, a cancellation fee will be charged as outlined in section 15.

17. Survival.

17.1. The following terms shall survive expiration or termination of the Agreement: Sections 6, 9-12, 15-17 and 19-23 of these General Terms and Conditions.

17.2. all terms of the Agreement requiring you to pay any fees for Services provided prior to the time of expiration or termination or requiring you to pay a termination fee, and

17.3. all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

GENERAL

18. The Parties are independent businesses and are not partners or employer and employee, and the Agreement does not establish any joint venture, trust, agency, fiduciary, or other relationship between them other than the contractual relationship expressly provided for in these Terms. Save as expressly provided for these Terms, none of the Parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

19. Any failure or delay in us enforcing our rights under these Terms with you shall not constitute a waiver.

20. Transfer of rights and obligations

20.1. These Terms are binding on the Customer and BSS and on each parties' respective successors and assignees.

20.2. You will not assign any of your rights under these Terms without our prior written consent.

20. Transfer of rights and obligations - Contd...

20.3. BSS may at any time transfer, assign, charge, sub-contract or otherwise dispose of these Terms or any of its rights or obligations arising under them.

21. If at any time any provision of these Terms is or becomes illegal, invalid, or unenforceable in any respect, the remainder of these Terms shall remain valid and enforceable.

22. We will not be liable for a breach of these Terms to the extent that any such breach was beyond our reasonable control.

23. These Terms are not for the benefit of any third party who is not a party to the Agreement.

24. These Terms and our Privacy Notice are the entire agreement between us and you.

25. These Terms and our Agreement with you shall be governed by and construed in accordance with the laws of England and Wales, and both Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales (including in relation to any non-contractual disputes or claims).

26. High Standards and contacting us

26.1. In the unlikely case that you need to make a complaint about the services provided by us, such a complaint must be made to us in the first instance by contacting your account manager or emailing complaints@blacksheepsupport.co.uk.

26.2. You acknowledge that if you have any complaint about our services, you will, in the first instance, follow our complaints procedure.