

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 a 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.