

# Terms and Conditions

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Thanet Computer Solutions Ltd (“we”, “us”, “our”) provides managed IT services, support, consultancy, and related solutions to the customer (“you”, “your”, “client”). These Terms & Conditions form the basis of all services delivered unless otherwise agreed in writing.

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## 1. Definitions

Managed Service Provider (MSP) – a proactive, ongoing IT management and support service delivered under a recurring fee model.

Service Agreement – the agreement outlining the services we provide, pricing, inclusions, exclusions, and support levels.

Devices – any endpoint, server, network component or cloud service under management (Only servers and endpoints are billable).

Best Endeavours – work carried out outside of working hours within a more flexible timeframe.

## 2. General Disclaimer

- 2.1. By engaging us, you authorise Thanet Computer Solutions Ltd to manage, support, and maintain your IT environment.
- 2.2. All work is carried out professionally and with due care; however, specific results, recovery outcomes, or business impact improvements cannot be guaranteed.
- 2.3. Timeframes provided are estimates only and may vary.
- 2.4. IT work carries inherent risk, including system failure, data corruption, or data loss. You are responsible for ensuring appropriate backups exist unless backup services are included in your Service Agreement. Where backups are not in scope, we accept no responsibility for data loss, restoration, or business interruption.
- 2.5. You authorise us to install any required software, agents, monitoring tools, remote access software, or security protection necessary to deliver MSP services.
- 2.6. All remote support is subject to the same terms as onsite services.

## 3. Scope Of Managed Services

- 3.1. Services provided are defined in your Service Agreement and may include:
  - Proactive monitoring and management
  - Patching and updates
  - Cybersecurity tools (AV/EDR, DNS filtering, MFA enforcement, etc.)
  - Cloud services administration
  - Helpdesk and user support
  - Hardware lifecycle management
- 3.2. Services are provided on a proactive basis, but not all issues can be predicted or prevented.
- 3.3. Devices not under a current agreement (“uncovered devices”) are supported at ad hoc rates.
- 3.4. Physical servers may be classified separately from standard user devices and may be subject to a higher support rate due to their critical role and additional management requirements.
- 3.5. Servers host critical systems and data and therefore require appropriate backup and recovery solutions. Backup services are not included unless expressly stated in your Service Agreement and may incur additional costs. Where server backups are declined or not in scope, responsibility for data loss, restoration, and business interruption remains with you.

## 4. Client Responsibilities

- 4.1. You must ensure users follow good security practice including:
  - Strong unique passwords
  - MFA wherever possible
  - Not disabling or removing our monitoring or security agents
  - Not installing unapproved software
- 4.2. You must provide remote access and necessary permissions for us to deliver services.
- 4.3. You must notify us of:
  - New users, leavers, role changes
  - New hardware, cloud services or business applications
  - Changes to network infrastructure
- 4.4. You must ensure licencing, warranties and subscriptions remain valid where not managed by us.
- 4.5. You are responsible for compliance with relevant laws and industry standards unless otherwise stated.
- 4.6. You authorise us to create, modify, suspend, and remove user accounts, access rights, devices, and cloud services upon instruction from your nominated authorised contacts. We will not act on requests from unauthorised users.

## 5. Limitation Of Liability

- 5.1. We will not be liable for:
  - Loss of business, profit, or indirect or consequential loss
  - Data loss caused by user actions, malware, hardware failure or lack of adequate backups
  - Breaches caused by weak passwords, insecure behaviour, or unapproved system changes
  - Issues arising from third party suppliers or software vendors
  - Business interruption, service downtime, or loss arising from cyber incidents, ransomware, denial of service attacks, or third party platform outages
- 5.2. Liability for direct damages is limited to the total value of the monthly recurring fee for the previous three months.
- 5.3. Nothing in these terms limits liability for fraud or anything that cannot be limited by UK law.

## 6. Microsoft 365 & Cloud Services

- 6.1. Cloud services are provided under Microsoft's terms, which take precedence.
- 6.2. Customers must sign the Microsoft Cloud Agreement before onboarding.
- 6.3. Administrative access is required for us to manage and secure your tenancy.
- 6.4. Email content remains private; we will only access mailboxes for troubleshooting.
- 6.5. Cloud services do not replace the need for backups; unless a cloud backup solution is included in your agreement, you accept responsibility for data loss due to deletion, ransomware or user error.
- 6.6. Microsoft does not guarantee one hundred percent uptime.

## 7. Security & Cyber Protection

- 7.1. We may deploy Webroot or equivalent enterprise cyber security solutions.
- 7.2. Unless you are on a security plan with us, responsibility for system protection remains with you.
- 7.3. If recommended security measures are declined, responsibility for resulting breaches rests entirely with you.
- 7.4. We may suspend services if system security poses risk to other clients or our infrastructure.
- 7.5. You authorise us to implement and enforce reasonable security best practice, including but not limited to MFA, conditional access policies, device encryption, privilege separation, and endpoint restrictions, where required to protect your environment. You acknowledge that security controls may affect user experience.

## 8. Remote Support & Access

- 8.1. Remote access tools are used for both attended and unattended support.
- 8.2. Unattended access and monitoring tools are enabled by default under our agreement; this is essential for continuous monitoring and emergency response.
- 8.3. We will not access systems unnecessarily or without legitimate operational reason.
- 8.4. Clients must not remove or alter remote access tools without written agreement.

## 9. Privacy, Data & GDPR

- 9.1. We operate under GDPR principles and store data securely.
- 9.2. Temporary data copies may be taken only where required and deleted after use.
- 9.3. Incidental data visibility may occur during IT work; you remain responsible for storing confidential documents securely.
- 9.4. Credentials stored by us are encrypted and protected by MFA.
- 9.5. Full details are found in our published Privacy Policy.

## 10. Confidentiality & Non Disclosure

- 10.1. We treat all client information confidentially.
- 10.2. A separate NDA can be provided if required.

## 11. Service Delivery & Support

- 11.1. Support is provided professionally and within agreed hours: 09:00–17:00 Monday to Friday.
- 11.2. Escalation to onsite support occurs when remote resolution is not feasible.
- 11.3. Parts and labour are warranted for fourteen days unless otherwise stated.
- 11.4. We do not guarantee that upgrades will extend hardware lifespan.
- 11.5. Equipment left for over three months may be recycled or disposed of.
- 11.6. Cover will always be available if one of both of us (Sam or Taylor) is unavailable.
- 11.7. We do not provide guaranteed response or resolution times unless expressly agreed in writing. Support requests are handled in priority order and on a best endeavours basis within support hours.
- 11.8. Onsite support is chargeable unless explicitly included in your Service Agreement and is subject to availability, travel time, and our prevailing hourly rates.

## 12. Onboarding & Offboarding

- 12.1. We do not charge onboarding fees.
- 12.2. Offboarding requires thirty days' notice and includes:
  - Removal of agents
  - Transfer of credentials (where appropriate)
  - Documentation handover
  - Disabling our administrative access
- 12.3. Final invoices must be paid before offboarding is completed.

## 13. Payment Terms

- 13.1. Payment is due within fourteen days of invoice.
- 13.2. Non payment may result in suspension of services, licences and products.
- 13.3. Service plans are billed monthly in advance (or annually if agreed).
- 13.4. Ad hoc services are billed separately in arrears on the last day of the month.

## 14. Hardware & Software Supply

- 14.1. Hardware is non returnable once ordered unless faulty upon receipt.
- 14.2. Warranty terms follow those of our suppliers and manufacturers.
- 14.3. Large hardware orders may require upfront payment.

## 15. Service Exclusions

- 15.1. Unless stated in your agreement, the following are not included:
  - Project work (migrations, server builds, Wi Fi redesign, etc.)
  - Major infrastructure changes
  - Bespoke development
  - Recovery from ransomware or cyber attack
  - Unsupported legacy systems
  - Line of business software support (beyond liaison with vendor)
  - Data recovery services
  - Hardware failure beyond basic troubleshooting
- 15.2. These can be quoted separately.

## 16. Price Changes

- 16.1. Prices may change with one month's notice by email.
- 16.2. Pricing may also change if:
  - Device count increases or decreases
  - Licensing or vendor costs increase
  - Service scope expands
- 16.3. As part of normal service operation, pricing is reviewed annually. Any adjustment will typically take place once per year and will reflect changes in operating costs, staffing, tooling, security requirements, and supplier pricing. We will always provide at least one month's notice of any change and these changes will usually happen April 1<sup>st</sup>.

## 17. Termination Of Contract

- 17.1. Where no fixed term applies, either party may terminate with thirty days' written notice.
- 17.2. All outstanding charges must be paid before services cease.
- 17.3. Early termination of a fixed term contract may incur charges.

## 18. Changes To Terms & Conditions

- 18.1. These Terms and Conditions may be updated from time to time.
- 18.2. Clients will be notified of material changes by email.
- 18.3. Updated terms will take effect no earlier than thirty days from notification and will not apply retrospectively. Continued use of services after the effective date constitutes acceptance.