



# Terms and Conditions

*Including Support Services SLA*

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Version: April 2026 | Company No. 13257831  
Registered Office: 30 Charter Gate, Moulton Park, Northampton, NN3 6QB  
Tel: 01604 316989 | support@simplytechspace.com

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## 1. About Us and These Terms

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**1.1 About us:** "We", "us" or "our" means Simply Techspace Limited, a company registered in England and Wales under company number 13257831, with registered office at 30 Charter Gate, Moulton Park, Northampton, NN3 6QB

**1.2 These General Terms:** These General Terms govern your submission of an order to us for our provision of services to you. By submitting your details to us for registration for an account, you agree to be legally bound by these General Terms and the relevant Schedules (as defined below). If you submit an order for specific services, you agree to be legally bound by the relevant Schedules as well as these General Terms.

**1.3 Changes to the Terms and Conditions:** We reserve the right to amend these Terms and Conditions at any time. All amendments will be emailed to you. If you do not accept the changes, you may terminate this Agreement in accordance with Clause 13.2.1. Continued use of the Services will be deemed acceptance of the updated Terms and Conditions. No other changes will be binding unless agreed in writing by us.

### 1.4 Definitions

The following definitions apply throughout these Terms and Conditions:

**"Simply Techspace" (us, our):** The product vendor as identified on your invoice and, where relevant, Service Provider.

**"Order Confirmation":** Formal acknowledgement of a Product ordered by you, sent by Simply Techspace.

**"Price":** As stated in the Order Confirmation.

**"Product":** As described in the Order Confirmation; may include Simply Techspace-branded products, third-party products and service offerings.

**"Service Offering"**: As described in the Order Confirmation and Simply Techspace service description document.

**"Service Provider"**: Simply Techspace or its authorised service experts.

**"Software"**: Computer operating systems, middleware or applications.

**"Integration Material (IM)"**: Third-party products or products specified or provided by you.

**"CFI: Custom Factory Integration"**: A service combining customer-specified software and hardware with Product(s) at the time of manufacture.

**"Service"**: General service and support carried out by Simply Techspace or Service Provider in accordance with the Service Offering.

**"Agreement"**: The legally binding agreement formed when we issue an Order Acceptance, incorporating these General Terms and the relevant Schedules.

**"Business Customer"**: A customer entering into this Agreement otherwise than as a Consumer.

**"Business Day"**: Any day other than a Saturday, Sunday, or a day when clearing banks in the City of London are not physically open for business.

**"Business Hours"**: 9.00am to 5.30pm on Business Days.

**"Consumer"**: An individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

**"Confidential Information"**: Any information in any form obtained by either party from the other in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider confidential.

**"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processing", "Special Categories of Personal Data"**: Each has the meaning given in the UK GDPR and Data Protection Act 2018.

**"Data Protection Laws"**: UK GDPR, the Data Protection Act 2018 (DPA 2018), the Data (Use and Access) Act 2025 (DUAA), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and all other applicable UK data protection and privacy laws, regulations, and ICO codes of practice, as amended from time to time.

**"Fees"**: The fees payable by you for our provision of the Services and goods, as set out in each quote and confirmed in the Order Acceptance.

**"Intellectual Property Rights"**: Copyright, trademarks, patents, design rights, database rights, and all other intellectual property rights whether registered or unregistered.

**"Liability"**: Liability in or for breach of contract, negligence, misrepresentation, restitution or any other cause of action relating to or arising under this Agreement.

**"Minimum Term"**: The initial minimum contract period as specified in the Order Form (a minimum of twelve (12) months unless otherwise agreed in writing by a Simply Techspace Director).

**"Rolling Term"**: Subsequent periods of six (6) months following expiry of the Minimum Term.

**"Support Hours"**: 8.00am to 5.30pm, Monday to Friday, excluding public and bank holidays.

**"UK GDPR"**: The UK General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as amended.

**"Fair Usage"**: Use of the Services that is consistent with the reasonable expectations of a business of similar size and complexity to yours, having regard to the nature of the Services subscribed for. Use that is disproportionate, excessive, or that materially impacts Simply Techspace's ability to serve other customers will be considered outside fair usage. Where fair usage is exceeded, Simply Techspace reserves the right to raise a charge for the excess or to require a change to the applicable service plan.

## **2. Application, Quotations, Pricing, Delivery and Acceptance**

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**2.1 Application**: This Agreement applies to all sales, goods and services, and all statements made by Simply Techspace in brochures, price lists, quotations, online or verbally. Any variations must be confirmed by Simply Techspace in writing. Placing your order means acceptance of this Agreement. Any other terms and conditions are excluded.

**2.2 Age Restriction:** By registering for an Account and submitting an Order, you warrant that you are at least 18 years of age.

**2.3 Quotations / Orders / Contract:** Quotations are only valid in writing and for the period stated. Where no period is stated, the default validity period is 7 days from the date of issue (including third-party products). Orders are only binding when accepted by Simply Techspace in a written Order Confirmation. Please check the Order Confirmation and notify Simply Techspace of any mistake immediately in writing.

**2.4 Price and Payment Terms:** All prices exclude VAT, which will be charged at the applicable current rate. Payment is due before supply of goods or services, or, if agreed, within 30 days of the invoice date. Payment timing is of the essence. Simply Techspace may suspend deliveries or services until full payment for that order is received. If payment is late, statutory interest at the maximum rate will apply for business customers; for consumers, interest will be at 2% above the Bank of England base rate. Recovery costs are payable by you. Prices may be adjusted for changes in exchange rates, duties, insurance, freight or supply costs.

**2.5 Delivery / Title / Risk:** The delivery period in the Order Confirmation is approximate. Title to goods passes on full payment; until then you must insure and store goods separately and must not modify, pledge or sell them. Risk passes to you on delivery. Simply Techspace may enter storage premises to repossess goods where title has not passed.

**2.6 Acceptance (Hardware / Goods):** This clause applies to physical hardware and goods only, and does not affect your statutory rights or rights in respect of services. On receipt of hardware, you must inspect for defects or non-conformity within 7 days of delivery and notify Simply Techspace in writing of any issue. After this period, hardware is deemed accepted. Returns are at Simply Techspace's discretion and must be in original condition with packaging and proof of purchase. Latent defects that could not reasonably have been identified on inspection will be covered by the warranty provisions in Clause 2.7.

**2.7 Warranty:** Unless otherwise stated, Simply Techspace guarantees products will be free from defects for 12 months from delivery and spare parts for 90 days from installation or delivery, whichever is earlier. Notebook batteries carry a one-year warranty (not upgradeable). Warranty does not cover: (i) damage from unauthorised modification or incorrect use; (ii) damage caused by external forces; (iii) fitness for purpose; (iv) third-party products or software; (v) instructions correctly performed by Simply Techspace at your direction.

**2.8 Services:** Services will be provided by Simply Techspace or a Service Provider. Response times are estimates. You must allow Simply Techspace to examine products at your premises or ours. Unless stated in the Service Offering, the following are excluded: out-of-hours work, weekends, public holidays, configuration changes, relocation, preventative maintenance, consumables, data or software transfers, and virus remediation. Third-party products will be repaired per manufacturer warranty.

**2.9 Custom Factory Integration:** CFI Services may be provided in accordance with your instructions and technical specifications. Simply Techspace will not carry out CFI work it considers technically infeasible.

**2.10 Charges and Payment (Managed Services):** You shall pay the Monthly Helpdesk Fee and any other monthly fees as set out in your managed services contract. Third-party fees (including Microsoft 365, connectivity, and backup fees) may be increased in line with the relevant supplier's pricing at any time. The Monthly Helpdesk Fee may be increased annually by the greater of 5% or the percentage increase in the Consumer Prices Index (CPI) in the preceding 12-month period, where the contract length is longer than 1 year.

## 3. Effect and Entire Agreement

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**3.1 Application:** These General Terms apply to all Orders and Agreements. Submitting an Order constitutes your unqualified acceptance. If you are a Consumer, nothing in this Agreement affects your statutory rights.

**3.2 Other Terms:** This Agreement prevails over any separate terms put forward by you. Any conditions you propose are expressly excluded.

**3.3 Entire Agreement (Business Customers):** These General Terms, the Order Acceptance, the relevant Schedules, our Privacy Policy and Terms of Use constitute the entire agreement between you and us.

**3.4 Authority:** You confirm you have authority to bind the business on whose behalf you submit the Order.

**3.5 Conflict:** In the event of conflict, the following order of precedence applies: (1) the Order Acceptance; (2) these General Terms; (3) the Schedules.

## 4. Account Registration

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- 4.1** To place an Order you will need to register for an Account. You may browse our systems without registering, but an Account is required to submit an Order.
- 4.2** You must provide accurate registration information and keep it up to date, including a valid email address you access regularly.
- 4.3** You must keep your password confidential and notify us immediately of any suspected unauthorised use.
- 4.4** We reserve the right to reject any Account registration at our absolute discretion.

## 5. Placing an Order and Forming an Agreement

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- 5.1** Once registered, you may submit Orders in accordance with our instructions.
- 5.2** An Order is an offer to purchase goods or services and remains an offer until we issue an Order Acceptance or you cancel your Order, whichever is earlier.
- 5.3** We are not obliged to accept any Order. An Order Acknowledgement is for information only and does not constitute acceptance. This Agreement is formed when we send you an Order Acceptance.
- 5.4** We may invoice you at any time after sending an Order Acceptance.
- 5.5** If you identify a mistake in your Order after submission, please contact us immediately via the support ticketing system or by telephoning 01604 316989.

## 6. Provision of the Services

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- 6.1** We shall activate Services on or around the date of the Order Acceptance.
- 6.2** We warrant that we shall: use reasonable skill and care; employ personnel with appropriate skill; provide Services professionally and competently; hold all necessary consents; and comply with applicable law.
- 6.3** We do not warrant that Services will meet your individual requirements or that they will be uninterrupted or error-free. We will use reasonable endeavours to achieve at least 99.9% uptime availability.
- 6.4** We reserve the right to carry out maintenance or introduce new features at any time. If you do not accept resulting changes, you may terminate in accordance with Clause 13.2.1.
- 6.5** We may monitor our provision of Services using our own tools. We will only rely on our own monitoring to assess performance.
- 6.6** Except as expressly stated, we exclude all implied conditions, warranties and terms to the fullest extent permitted by law.
- 6.7 Change Control:** Where you request a change to the agreed scope of Services — including additions, modifications, integrations, or new projects — Simply Techspace will provide a written proposal or change order setting out the scope, cost and timescales for the change. No change to the agreed scope shall be binding until a change order has been accepted in writing by both parties. Work requested verbally or by email without a signed change order is undertaken at Simply Techspace's discretion and does not constitute a variation to this Agreement.

## 7. Your Obligations

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- 7.1** You must provide accurate, non-misleading information and keep it current.
- 7.2** You must: co-operate with us; provide information we reasonably require; report faults promptly; use your own login credentials; maintain access through your own internet or telecoms provider; ensure all material is suitable for use with our Services; and ensure your use complies with all applicable laws.
- 7.3** You must not use the Services for sending spam or unsolicited communications, breaching network security, transmitting harmful or illegal material, imposing excessive load on our infrastructure, or any purpose that interferes with other users' use of the Services.
- 7.4** You warrant that you own or have appropriate rights to all material submitted to us.
- 7.5** You are responsible for keeping regular, full backups of all material unless we have agreed to provide specific backup services. We shall have no liability for your failure to back up.

**7.6** If you are a Business Customer, you shall indemnify us against all liabilities, costs and losses arising from breach of Clauses 7.1 to 7.5.

**7.7** You must ensure you have appropriate insurance in relation to your material, including against loss or corruption.

**7.8** You acknowledge that the Services must not be used for data warehousing, backup or archival storage, mirror sites, peer-to-peer file sharing, streaming, BitTorrent, or content delivery networks.

**7.9** We reserve the right to suspend Services if your use has a detrimental impact on other customers, including in the event your systems are hacked, infected with malware, or subject to a denial-of-service attack. We will contact you with details of any suspension.

**7.10 Cybersecurity Responsibilities:** Where Simply Techspace provides managed security services, including but not limited to endpoint detection and response (EDR/XDR), Cyber Essentials or Cyber Essentials Plus certification support, email security, or firewall management, you acknowledge that: (i) Simply Techspace acts as a service provider and does not guarantee that systems will be free from all cyber threats; (ii) you remain responsible for your own cybersecurity posture, staff awareness training, and compliance with any regulatory or insurance requirements applicable to your sector; (iii) you must promptly report any suspected security incident, breach or anomaly to Simply Techspace; and (iv) any remediation work resulting from an incident not covered by the agreed managed service scope may be chargeable as an out-of-scope project.

**7.11 Cyber Essentials / Cyber Essentials Plus:** Where Simply Techspace assists with Cyber Essentials or Cyber Essentials Plus certification, we will use reasonable skill and care to prepare your environment to meet the scheme's technical requirements at the time of assessment. We cannot guarantee certification will be awarded, as the final assessment is conducted by an independent certifying body. You remain responsible for maintaining compliance with the scheme's controls following certification, including applying patches within the required timeframes and notifying Simply Techspace of any material changes to your IT environment.

**7.12 Acceptable Use:** You must not use the Services to: attempt unauthorised access to any system, network or data; conduct penetration testing or vulnerability scanning of any system without prior written agreement from Simply Techspace and, where applicable, the relevant system owner; introduce malicious code or software; or engage in any activity that could compromise the security or integrity of Simply Techspace's systems or those of other customers.

## 8. Support Services

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**8.1** We shall use reasonable endeavours to correct errors or omissions in the Services as soon as practicable during Support Hours after receiving clear information about them. Support is accessed via the ticketing system in your Account.

**8.2 Support Hours:** Monday to Friday, 8.00am–5.30pm, excluding public and bank holidays.

Support contact: support@simplytechspace.com | 01604 316989

**8.3 Exclusions:** The following are expressly excluded from Support Services: rectification of lost or corrupted material; rectification of failures to take appropriate backups; faults arising from your non-compliance with this Agreement; and updating or amending website content.

**8.4** Support Services are included within the applicable managed services fees, subject to fair usage and the scope set out in Schedule A. Support for items or activities falling outside that scope will be treated as out-of-scope work and quoted separately in accordance with Schedule C and Schedule D.

## 9. Resale of Third-Party Software and Services

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**9.1** Where Services involve the resale of third-party software or products, you purchase a licence directly from the relevant third party, subject to that party's licence terms and conditions. We are not responsible for third-party actions, availability, or support except to the extent we have expressly agreed to provide it.

**9.2** Fees for third-party software or services are dependent on the relevant supplier and may be subject to change in line with that supplier's pricing.

**9.3** We may provide support for third-party software and services where the relevant supplier provides adequate support to us.

## 10. Fees and Payment

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**10.1** Fees for ongoing services are payable monthly in advance. We will invoice you monthly.

**10.2** If an invoice is unpaid within 14 days of a payment reminder, we may cancel this Agreement and cease Services without further notice. It is your responsibility to ensure your payment details and contact information are kept up to date.

**10.3** We may increase Fees on not less than 30 days' written notice, with the increase taking effect from the next payment date following expiry of that notice period. Where an increase relates solely to the pass-through of increased costs from a third-party supplier (such as Microsoft, connectivity providers, or hardware distributors), we will provide as much notice as is reasonably practicable in the circumstances. If you do not accept the increase, you may cancel in accordance with Clause 13.2.1.

**10.4** All prices exclude VAT, which will be charged at the applicable current UK rate.

**10.5 Late Payment:** For Business Customers, the Late Payment of Commercial Debts (Interest) Act 1998 applies. Statutory interest at 8% above the Bank of England base rate may be charged on overdue invoices, together with reasonable recovery costs.

## 11. Data Protection

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**11.1 Applicable Law:** Both parties shall comply with all applicable Data Protection Laws, including the UK GDPR, the Data Protection Act 2018, the Data (Use and Access) Act 2025, and the Privacy and Electronic Communications Regulations 2003 (PECR), as amended from time to time.

**11.2 Roles:** We are an independent Data Controller for billing, account, and usage data necessary to perform our obligations. To the extent we process Personal Data on your behalf, you are the Data Controller and we are the Data Processor.

**11.3 Our Obligations as Processor:** We will: process Personal Data only on your documented instructions; ensure authorised personnel are bound by confidentiality; implement appropriate technical and organisational security measures; not engage sub-processors without your prior written consent (not to be unreasonably withheld); assist you in responding to Data Subject rights requests; assist with obligations under Articles 32–36 of the UK GDPR; on termination, delete or return Personal Data as you direct; and make available information to demonstrate our compliance.

**11.4 International Transfers:** Where Personal Data is transferred outside the UK, we will ensure appropriate safeguards are in place, meeting the standard that the destination country's data protection is not materially lower than UK GDPR standards, in accordance with the Data (Use and Access) Act 2025.

**11.5 Data Subject Complaints:** We maintain a formal procedure for handling data protection complaints. Complaints will be acknowledged within 30 days and responded to without undue delay. You may contact us at [support@simplytechspace.com](mailto:support@simplytechspace.com) or by post to our registered office.

**11.6 Personal Data Breach:** Each party will notify the other as soon as reasonably practicable upon becoming aware of a Personal Data Breach relating to obligations under this Agreement.

**11.7 Your Obligations:** You shall ensure: you have a lawful basis for all processing; appropriate consents and notices are in place; special category data is handled in accordance with applicable law; you maintain appropriate information security policies; and staff are trained appropriately.

**11.8 Indemnity:** If you are a Business Customer, you shall indemnify us against all costs, claims and damages arising from your failure to comply with Data Protection Laws or this Clause 11.

**11.9 Privacy Policy:** Our Privacy Policy forms part of these Terms and is available on request or from our website.

## 12. Intellectual Property Rights

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**12.1** We own all Intellectual Property Rights in the Services and any works arising in connection with them, including any IP address allocated to you as part of the Services. IP addresses are not portable or transferable on termination.

**12.2** You own all Intellectual Property Rights in your material. You grant us a non-exclusive licence to use that material to the extent necessary to provide the Services.

**12.3** We indemnify you from all costs and liabilities arising from any claim that use of a Product infringes a third party's IP rights. We may, at our option, recall, exchange, modify or refund the Product. This indemnity does not apply to third-party products, unauthorised modifications, or infringement caused by use of Products in conjunction with items not supplied by Simply Techspace.

**12.4** You must notify us immediately of any infringing or unauthorised use of our Products or IP.

## 13. Your Rights to End This Agreement

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**13.1** You may end this Agreement in the circumstances set out below. Your rights depend on what you have purchased, whether there is anything wrong with the Services, and when you decide to end the Agreement.

**13.2 Ending due to our breach or change:** You may end this Agreement immediately and receive a full refund of any prepaid amounts for undelivered Services if: (a) we notify you of a change to the Services, Fees or Terms you do not agree to (including under Clauses 1.3, 6.4 or 10.3); (b) we notify you of an error in price or description and you do not wish to proceed; (c) supply is likely to be significantly delayed due to an Event Outside Our Control; or (d) we have suspended Services for more than one month for technical reasons.

**13.3 Cooling-off period (Consumers only):** If you are a Consumer, you have 30 days from receipt of the Order Acceptance to cancel and receive a full refund. This right does not apply to: domain names or SSL certificates already issued; or third-party software licences already activated. To cancel, contact us using the details in Clause 14.1.

**13.4 Ending without fault (Business Customers):** This clause applies to Business Customers only. If you wish to end this Agreement without cause, the notice requirements in Clause 13.6 apply. No advance payments will be refunded for the remainder of the then-current Minimum Term or Rolling Term, except as required by law.

**13.5 Minimum Term:** The initial minimum contract period is 12 months from the date the Order is received by Simply Techspace, unless otherwise agreed in writing and signed by a Simply Techspace Director.

**13.6 Rolling Term and Notice:** Following expiry of the Minimum Term, the Agreement rolls automatically on successive periods of 6 months (each a Rolling Term). To terminate at the end of the Minimum Term or any Rolling Term, you must serve written notice of not less than 6 months on a Simply Techspace Director, delivered by post to the registered office or by email with a read receipt, prior to the expiry of the then-current term. Notice served outside this window will take effect at the end of the next Rolling Term. This notice requirement supersedes any other termination provision in this Agreement.

## 14. How to End This Agreement

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**14.1** To end this Agreement, contact us by: (a) calling 01604 316989; (b) using the support ticketing system in your Account; or (c) writing to our registered office. Please provide your name, address, order details and contact information.

**14.2** We will refund any amounts owing by the method you used for payment. Refunds will be made as soon as possible, and in any event within 14 days for Consumers exercising their right to change their mind.

**14.3** This Clause 14 does not apply to Business Customers.

## 15. Our Rights to End This Agreement

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**15.1** We may terminate this Agreement at any time by giving you not less than 5 Business Days' notice. In such circumstances, we will refund Fees paid in advance on a pro-rata basis.

**15.2** We may end this Agreement immediately if you: fail to pay within 14 days of a payment reminder; fail to provide information necessary for us to provide the Services; breach any obligation under this Agreement; or become insolvent, enter administration, or suffer a winding-up petition or analogous event.

**15.3** If we end this Agreement under Clause 15.2, we will refund advance payments for Services not provided, less any reasonable compensation for costs incurred as a result of your breach.

## 16. If There Is a Problem with the Services

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**16.1** If you have a question or complaint, please contact us via the support ticketing system in your Account or by telephoning 01604 316989.

**16.2** We are under a legal duty to supply Services in conformity with this Agreement. Consumers have rights under the Consumer Rights Act 2015 to have Services repeated or fixed, or to receive a partial or full refund where we cannot fix the issue.

## 17. Consequences of Termination

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**17.1 On termination:** When this Agreement (or any Service) ends for any reason: (a) all material will be deleted from our servers within a reasonable period; (b) we will cease to provide the relevant Services; and (c) the accrued rights, remedies, obligations and liabilities of both parties as at the date of termination shall not be affected.

**17.2 Post-termination survival:** Clauses that by their nature should survive termination shall do so, including: data protection obligations (Clause 11), intellectual property (Clause 12), limitation of liability (Clauses 18 and 19), governing law (Clause 22.8), and confidentiality obligations.

**17.3 Non-refundable items:** Domain name registration fees and SSL certificate fees are non-refundable once issued, regardless of the reason for termination. Please see the relevant Schedules for further detail.

**17.4 Notice periods — single authority:** All notice requirements for termination are governed exclusively by Clause 13.6 (customer-initiated) and Clause 15 (Simply Techspace-initiated). No separate or shorter notice period is available to either party outside those clauses, except for termination for cause under Clauses 13.2 or 15.2. For the avoidance of doubt, no provision elsewhere in this Agreement shall be read as permitting termination on shorter notice than set out in Clause 13.6.

## 18. Limitation of Liability — Consumers

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**18.1** This Clause 18 applies only to Consumers.

**18.2** Nothing in this Agreement excludes our liability for: fraud; death or personal injury caused by our negligence; breach of implied terms under the Sale of Goods Act 1979 or Supply of Goods and Services Act 1982; rights under the Consumer Rights Act 2015; or any other liability that cannot be excluded by law.

**18.3** We accept liability for loss or damage that is a foreseeable result of our breach or negligence. We are not responsible for unforeseeable loss or damage.

**18.4** We provide Services for domestic and private use only. We are not liable for loss of profit, business interruption, or loss of business opportunity.

## 19. Limitation of Liability — Business Customers

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**19.1** This Clause 19 applies only to Business Customers.

**19.2** We do not exclude liability for: fraud; death or personal injury caused by our negligence; breach of implied terms under the Sale of Goods Act 1979 or Supply of Goods and Services Act 1982; or any other liability that cannot be excluded by law.

**19.3** We are not liable for: indirect or consequential losses; loss of profits, contracts, revenue, goodwill, anticipated savings, reputation, business, or data; loss of operation time or opportunity; or loss arising from diminution in asset value.

**19.4** Our total aggregate liability for all claims under this Agreement shall not exceed the greater of: 110% of all amounts paid by you to us in the 12 months preceding the date on which the claim first arose; or £4,000.

**19.5** You acknowledge that the Services are provided on the express condition that we are not responsible for acts or omissions of third parties.

## 20. Notices

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**20.1** Any notice under or in connection with this Agreement shall be in writing, addressed to our registered office or to your address as held on your Account. Notices may be delivered personally, by pre-paid first class post, recorded delivery, or commercial courier.

**20.2** A notice is deemed received: if delivered personally, when left at the address; if sent by first class post or recorded delivery, at 9.00am on the second Business Day after posting; and if by commercial courier, on the date the courier's receipt is signed.

## 21. Events Outside Our Control (Force Majeure)

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**21.1** We are not liable for any failure to perform, or delay in performing, our obligations where this is caused by circumstances beyond our reasonable control, including strikes, civil commotion, war, terrorist acts, fire, flood, earthquake, natural disaster, pandemic or epidemic, government action, or failure of public telecommunications networks.

**21.2** We will notify you as soon as reasonably practicable if an Event Outside Our Control affects our performance. If such an event continues for more than two months, either party may terminate this Agreement without compensation.

## 22. General

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**22.1 Third-Party Rights:** No third party shall have any rights under or in connection with this Agreement.

**22.2 Transfer by You:** You may not assign or transfer this Agreement without our prior written consent.

**22.3 Transfer by Us:** We may transfer our rights and obligations to another organisation and will notify you if this occurs. This will not affect your rights under this Agreement.

**22.4 Waiver:** Any failure by us to enforce a right does not constitute a waiver of that right.

**22.5 Severance:** If any provision of this Agreement is found to be unlawful, the remaining provisions remain in full force and effect.

**22.6 Export Control:** You acknowledge that Products may include technology subject to UK, US, and EU export control laws. You must comply with all applicable export regulations and must not transfer Products to restricted end users or countries without appropriate authorisation.

**22.7 Records Retention:** We will keep a record of your Order and this Agreement for six years following submission.

**22.8 Governing Law:** This Agreement and any dispute arising from it shall be governed by English law. All disputes shall be subject to the exclusive jurisdiction of the English courts.

**22.9 Alternative Dispute Resolution (ADR):** If you are a Consumer and are not satisfied with how we have handled a complaint, you may seek resolution through a certified UK ADR provider. We will provide details of an appropriate ADR scheme on request. Business-to-business disputes are not subject to mandatory ADR.

**22.10 Complaints:** If you have a complaint, please contact us via the support ticketing system or telephone 01604 316989. Complaints will be reviewed by a company director with a full response provided within 15 Business Days.

**Thank you for doing business with Simply Techspace.**

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## SCHEDULE A — SIMPLY SUPPORT SERVICES

This Schedule provides a detailed list of the Standard Services delivered to the Customer under this Agreement. "LAN" shall be defined as your Local Area Network consisting of one or more Servers, wireless communications on site, workstations, laptops, Apple devices, printing equipment, UPS systems, communications hardware including routers and firewalls.

## Standard Services Included

- Unlimited support (subject to fair usage)
- Telephone support to any staff
- Remote support for end users and LAN
- Third-party warranty management

## Patch Management and Operating System Updates

- Installation of patches and operating system updates

Note: Patches, updates and hotfixes are developed by vendors such as Microsoft. Simply Techspace cannot be responsible for any adverse reaction a patch, update or hotfix might have with any server or PC operation.

## Monitoring Services

- Monitoring of backup status (local and cloud)
- Monitoring of anti-virus definitions and updates
- Monitoring of server health including disk usage and critical service operation
- Monitoring of PC/laptop memory, disk usage and patch status
- Monitoring of managed network devices

## Microsoft 365 / Google Workspace (if applicable)

- Management of Microsoft 365 / Google Workspace licensing
- Creation of new user accounts and mailboxes

## Hardware and Software

- Recommendations for suitable hardware and software solutions
- Submission of quotes for the supply and installation of recommended hardware and software

## Customised Services

Where additional training or expenditure is required by Simply Techspace to provide support on non-standard hardware or software, the cost of that additional training will be recharged at cost plus a 10% administration fee.

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# SCHEDULE B — SERVICE LEVEL AGREEMENT (SLA)

## 1. Interpretation

The following definitions apply in this Schedule:

**"Benchmarks, targets and metrics"**: The agreed numeric criteria against which performance is to be measured.

**"Defective or inadequate performance"**: Delivery of Services where performance levels do not meet an agreed minimum.

**"Key Personnel"**: Those employed by us who have a key role in service delivery.

**"Out-of-scope Services"**: Exceptions and exclusions set out in Schedule C.

**"Problem Escalation"**: The agreed procedure for alerting senior management to unresolved issues.

## 2. Support Services

We shall perform the Services during Support Hours (8.00am–5.30pm, Monday to Friday, excluding public and bank holidays) in accordance with the Service Levels.

We provide: Service Desk facilities; telephone support; remote support and maintenance. Where possible, we will address requests and issues remotely in the first instance.

You may submit support requests by email or telephone to our Service Desk. Each request should include a description of the problem and the time the incident started.

You will provide prompt notice of faults and, where necessary, remote access to assist us in reproducing operating conditions and responding to the support request.

## 3. Service Availability

Service Desk availability: 8.00am to 5.30pm, Monday to Friday (excluding public and bank holidays).

**Email:** [support@simplytechspace.com](mailto:support@simplytechspace.com) **Telephone:** 01604 316989

## 4. Priorities, Definitions and Response Times

When you contact us, we will prioritise all support requests based on our reasonable assessment of the severity level of the problem reported. Response times are the time between receipt of the support request and the time our engineer begins working on the issue — not resolution time.

Problem Priority	Definition	Response Target
Critical	All users unable to work or key business service/function failed	Within 30 minutes
Priority 1	Major infrastructure issue affecting multiple users	30 minutes – 1 hour
Priority 2	Major issue (unable to work) affecting a single user	4 working hours
Priority 3	Minor issue (still able to work)	Next working day
Priority 4	Low priority requests e.g. equipment move request	3 working days

The parties may agree in writing to reasonable extensions of response times on a case-by-case basis. In the case of a disaster recovery situation, target response times may not be achievable; however, we will endeavour to restore normal operation as quickly as possible.

## 5. Service Levels, Tracking and Reporting

Performance of each Service will be monitored by us. Reports on actual Service Levels achieved will be provided on request. A monthly report will be submitted showing usage (ticket title only). A more detailed report can be provided on request.

## 6. Service Review Meetings

You shall appoint a nominated representative as your formal contact. We shall appoint an account manager as our formal contact. Service review meetings will be held annually or on request to discuss service delivery and performance.

## 7. Escalation Procedure

We operate a Problem Escalation procedure through our helpdesk system to ensure that unresolved issues are escalated to our operational and management team on a priority basis based on the severity of the problem.

## 8. Security

You must ensure our employees and subcontractors are given reasonable access to your site and equipment to deliver and maintain the Services. We will comply with your IT Security Policies (provided you have supplied them to us) and will ensure our staff are fully aware of information security risks. We will ensure that data under our responsibility is backed up daily and that recovery processes are in place to minimise disruption to your business. We cannot guarantee or take responsibility for the validity of your data.

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## SCHEDULE C — OUT-OF-SCOPE SERVICES

The following are not included within the standard Services and will be quoted for separately:

- Supply of hardware or software
- Configuration and installation of new hardware or software
- Rebuilding of multiple workstations
- Project-based work, including server builds or rebuilds, multiple PC rollouts, data cabling, and audio-visual installations
- Virus or malware remediation resulting in extensive support or rebuild work (chargeable at our discretion after consultation)
- Validation or guarantee of the integrity of backed-up data (the Customer's responsibility)
- Any support or maintenance requested outside Support Hours

Out-of-scope Services will be charged at the applicable rates set out in our Proposal document issued at the time of request.

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## SCHEDULE D — FEES AND EXPENSES

This Schedule sets out the fee structure and reimbursable expenses for Standard and Non-Standard Services.

### Standard Charges

Description	Monthly Rate
IT Managed Service – Per User (Note: price per user may be affected if user count drops below 20)	£ per user per month plus VAT

### Project and Ad-Hoc Rates

Description	Rate
Hourly Rate	£85 plus VAT
Day Rate	£650 plus VAT
Standard PC/Laptop Setup – Ready for business use	£150 plus VAT

All rates exclude VAT, charged at the applicable current UK rate. Fees may be adjusted annually in accordance with Clause 2.10 of the General Terms.

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## **SCHEDULE E — CYBERSECURITY & MANAGED SECURITY SERVICES**

This Schedule applies where Simply Techspace provides cybersecurity services as part of or in addition to a managed services agreement. The specific services applicable to your organisation will be confirmed in your Order Confirmation or Proposal document.

### **1. Scope of Cybersecurity Services (where applicable)**

Cybersecurity services may include any or all of the following, as agreed:

- Endpoint Detection and Response (EDR / XDR) — deployment, monitoring and management of endpoint security tooling
- Email security — filtering, anti-phishing and anti-spoofing controls
- Firewall management — configuration, rule review and monitoring
- Multi-Factor Authentication (MFA) — deployment and enforcement support
- Patch management — ensuring devices are patched within defined timeframes
- Dark web monitoring — alerting on compromised credentials associated with your domain
- Cyber Essentials / Cyber Essentials Plus certification preparation and support
- Security awareness training — user training provision or coordination
- Incident response support — initial triage and containment assistance

### **2. Cyber Essentials and Cyber Essentials Plus**

Where Simply Techspace is engaged to assist with Cyber Essentials (CE) or Cyber Essentials Plus (CE+) certification:

- We will assess your current environment against the five technical controls required by the scheme: firewalls, secure configuration, user access control, malware protection, and patch management.
- We will work with you to remediate identified gaps prior to assessment.
- The formal assessment and certification decision is made by an independent IASME-accredited certifying body. Simply Techspace does not guarantee that certification will be awarded.
- You are responsible for maintaining the controls required by the scheme between assessment cycles, including applying security patches within 14 days of release for high/critical vulnerabilities (as required by the current scheme), and notifying Simply Techspace of any material changes to your IT environment or scope.
- Re-certification is required annually. Simply Techspace can provide ongoing support packages for annual re-certification; these will be quoted separately.

### **3. Incident Response**

In the event of a suspected or confirmed cybersecurity incident:

- You must notify Simply Techspace as soon as practicable by telephone on 01604 316989 or by email to [support@simplytechspace.com](mailto:support@simplytechspace.com).
- Simply Techspace will use reasonable endeavours to provide initial triage and containment support within the SLA response times set out in Schedule B, subject to the nature and complexity of the incident.
- Incident response work that falls outside the managed service scope (for example, full forensic investigation, system rebuild, or data recovery) will be treated as an out-of-scope project and quoted accordingly.
- You remain responsible for compliance with any regulatory notification obligations arising from a cybersecurity incident, including notification to the Information Commissioner's Office (ICO) where a Personal Data Breach has occurred under UK GDPR.

### **4. Limitations**

Simply Techspace provides cybersecurity services using industry-standard tools and reasonable skill and care. However:

- No cybersecurity solution can guarantee complete protection against all threats. The threat landscape evolves continuously and new attack vectors may emerge for which no existing control provides full protection.
- Simply Techspace is not liable for losses arising from a cybersecurity incident where we have provided services in accordance with the agreed scope and applicable Service Levels.
- You are responsible for ensuring that your cyber insurance policy remains current and provides adequate coverage for your business operations.
- Simply Techspace is not responsible for third-party software vulnerabilities, zero-day exploits, or attacks that exploit user behaviour (such as phishing) where appropriate controls and training have been provided.