



Terms & Conditions

Special Terms

I. Account Holders have the following responsibilities in relation to the Service:

- i. They must provide accurate contact and payment details on registration.
- ii. Customers will need to agree to the following terms and Next2IT's terms.
- iii. The Microsoft Online Subscription Agreement: <https://azure.microsoft.com/en-gb/support/legal/subscription-agreement/>; and
- iv. The Customers' relevant Microsoft Cloud Agreement: <https://docs.microsoft.com/enus/partner-center/agreements>
- v. The AWS terms of service: <https://aws.amazon.com/service-terms/>
- vi. The Google Cloud terms of service: <https://cloud.google.com/terms>
- vii. The IBM Cloud terms of service: <https://www-03.ibm.com/software/sla/sladb.nsf/sla/bm>
- viii. The agreement of terms of service from any other cloud provider used.
- ix. They must follow designated procedures for logging incidents and Change Requests.

II. Next2IT's Terms are subject to change without notice.

NEXT2IT GENERAL TERMS AND CONDITIONS

1. Definitions & Interpretation

- 1.1 A "business day" means any day other than a Saturday, Sunday or Bank Holiday in England and Wales.
- 1.2 The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.



- 1.3 Words imparting the singular number shall include the plural and vice-versa.

2. Application and entire agreement

- 2.1 These Terms and Conditions apply to the provision of the services detailed in our Order Request Form (**Services**) by Next2IT a company registered in England and Wales under Company Number 12538766 (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
- 2.2 You are deemed to have accepted these Terms and Conditions upon acceptance of the Order Request Form provided by us or from the date of any performance of the Services detailed in the Order Request Form (**whichever is the former**). The entire agreement (**the Contract**) between the Service Provider and the Customer is comprised of the Terms and Conditions and the Order Request Form provided to you by us.
- 2.3 You acknowledge that you have not relied on any statement, promise or representation made or given by us or on our behalf. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer attempts to impose or incorporate, or which are implied by your trade, custom, practice or course of dealing.

3. Services

- 3.1 The Service Provider will undertake performance of the Services with reasonable care and skill in compliance with the Order Request Form or Statement of Works (where applicable), including any specifications by ourselves. The Service Provider can make any amendments to the Services which are necessary to comply with any applicable law or safety requirement, and we will endeavour to notify you if this is necessary.
- 3.2 The Service Provider will endeavour to complete the performance of the Services within the timeframe agreed or as set out in the Order Request Form. However, we will not compromise the quality of the Services provided and as such, we are not obligated to adhere to the agreed timeframe under all circumstances. This is a matter for the professional judgement of the Service Provider.
- 3.3 All of these Terms and Conditions apply to the supply of any Goods in addition to Services, unless we specify otherwise.



4. Your obligations

- 4.1 You must obtain any permissions, consents, licences or otherwise that we require, and must give us with access to any and all relevant information, materials, properties and any other matters which we require in order to provide the Services agreed in the Order Request Form.
- 4.2 If you do not comply with clause 10, we can terminate the Contract and cease providing the Services.
- 4.3 We are not liable for any delay or failure to provide the Services if this delay or failure to provide is a consequence of your failure to comply with the provisions of this section (**Your obligations**).

5. Fees and Deposit

- 5.1 The fees (**Fees**) for the Services are set out on the Order Request Form and are based on the time and materials required to complete the project as agreed between us and you. Should we believe that we will require more or less time or materials in order to complete the project, then the Fees may be amended as necessary.
- 5.2 In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
- 5.3 You must pay us for any additional services provided by us that are not specified in the Order Request Form in accordance with our then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.



- 5.4 The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
- 5.5 You must pay a deposit ("**Deposit**") as detailed in the Order Request Form within 5 days of acceptance.
- 5.6 If you do not pay the Deposit to us according to the clause above, we are entitled to withhold the provision of the Services until receipt of the Deposit by us or terminate the contract in line with Section XVII below (**Termination**).
- 5.7 The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (**where the failure is not our fault, no refund will be made**).

6. Cancellation and amendment

- 6.1 We can withdraw, cancel, or amend an Order Request if it has not been accepted by you, or if provision of the Services has not commenced within a period of 15 days from the date of the Order Request (**unless the Order Request has been withdrawn**).
- 6.2 Either we or you can cancel an order for any reason prior to your acceptance (**or rejection**) of the Order Request.
- 6.3 If you wish to amend any details of the Services, you must inform us in writing as soon as is practicably possible. We will reasonably endeavour to make any required amendments and additional costs will be included in the Fees and invoiced to you.
- 6.4 If, due to circumstances beyond our control as set out in Section XXI (**Circumstances beyond a party's control**), we must make any change in the Services or how they are provided, we will notify you as soon as is reasonably possible. We will endeavour to keep any such changes to a minimum.

7. Payment

- 7.1 We will invoice you for payment of the Fees either:
 - a) Upon completion of the Services; or



b) on the invoice dates set out in the Order Request Form.

7.2 You must pay the Fees due within 15 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us and you.

7.3 Timely payments are integral to the contract.

7.4 Without limiting any other right or remedy for statutory interest which may have already been provided for by the Contract, if you do not pay within the aforementioned period, interest will be charged by us at the rate of 10% per annum above the base lending rate of the Bank of England on the amount outstanding until payment is received in full.

7.5 All payments due under these Terms and Conditions must be made in full without any deduction or withholding, except as required by law. Neither the Service Provider or the Customer can assert any credit, set-off or counterclaim against the other party in order to justify withholding payment of any such amount in whole or in part.

7.6 If you do not pay within the period set out above, we are entitled to suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

7.7 Receipts for payment will be issued by us only at your request.

7.8 All payments must be made in British Pounds unless otherwise agreed in writing between us.

8. Sub-Contracting and assignment

8.1 We can at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all our obligations to any third party without the requirement of your consent.

8.2 You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.



9. Termination

9.1 We can terminate the provision of the Services immediately if you:

- a) commit a material breach of your obligations under these Terms and Conditions; or
- b) fail to make payment of any amount due under the Contract on the agreed due date for payment; or
- c) are or become or, in our reasonable opinion, are about to become, the subject of an insolvency order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d) enter a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme of arrangement is made with its creditors; or
- e) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

10. Intellectual property

10.1 We reserve all copyright and any other intellectual property rights which may subsist in any Goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

11. Liability and indemnity

11.1 Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.



- 11.2 The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
- 11.3 We are not liable (**whether caused by our employees, agents or otherwise**) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the Order Request for:
- a) any indirect, special, or consequential loss, damage, costs, or expenses or.
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or other third-party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 11.4 You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 11.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

12. Data Protection

- 12.1 When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 12.2 The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined



in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.

- 12.3 For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 12.4 The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 12.5 The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors, or advisors on a strict 'need-to-know' basis and only under the same (**or more extensive**) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
- 12.6 The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- 12.7 Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: deklan@next2it.co.uk.

13. Force Majeure

- 13.1 Neither party is liable for any failure or delay in performing our obligations where such failure or delay results from any because that is beyond the reasonable control of that party. Such causes include, but are not limited to industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may Terminate or cancel the Services to be carried out under these Terms and Conditions.



14. Communications

- 14.1 All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 14.2 Notices shall be deemed to have been duly given:
- a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient.
 - b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated.
 - c) on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d) on the tenth business day following mailing, if mailed by airmail.
- 14.3 All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party. It is the responsibility of the Customer to ensure that the aforementioned details of Next2IT are up to date in your records in order to avoid miscommunications. All of the aforementioned details are available at www.next2it.co.uk.

15. No waiver

- 15.1 No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

16. Severance

- 16.1 If one or more of these Terms and Conditions is found to be unlawful, invalid, or otherwise unenforceable by a valid authority, those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).



17. Law and jurisdiction

- 17.1 This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

18. Non-Solicitation

- 18.1 The Supplier may at point use third-party supplier(s) to provision Services or to provide Products. The Customer agrees that they will not engage directly with such supplier(s), during the term of the Contract and for a period of 12 months prior, without written permission from the Supplier.
- 18.2 During the term of the Contract, and for a period of 12 months afterwards, the Customer and the Service Provider shall not employ or offer employment to any person who has been employed by the other and with whom the relevant employee has had dealings at any time during the previous year. (In this context, 'employ' means engaging a person as employee, director, subcontractor, or independent contractor).
- 18.3 If the Service Provider or the Customer breaches clause 56, that party is liable to pay the equivalent to the relevant employee's annual salary in damages, additional to any training costs that have been incurred on the relevant employee in the 12 months before the breach occurred.
- 18.4 This clause 57 shall not apply where employment is as result of the general recruitment advertising or the Service Provider hiring via independent recruitment agencies **Wide Area Network Services**

19. Term

- 19.1 The Contract is effective from the date of Commencement as defined by the Service Provider in the Order Request Form. The Contract shall remain in place for 36 months unless otherwise stated on in the Order Request Form (either period being referred to in the Contract as the "Minimum Period".)
- 19.2 After expiry of the Minimum Period, the Contract will be automatically renewed on an annual basis (the "Annual Term") unless the Customer gives not less than 90 days written notice to



the Service Provider, such notice to expire on the anniversary date of the Commencement Date.

20. Charges & Payment

- 20.1 Fees for the Service as defined in the Order Request Form will be the liability of the Customer. These charges will apply whether the Services are used by the Customer or someone else.
- 20.2 The Supplier will provide the Customer with an invoice outlining all charges. The Customer must pay all charges within 14 days from the date of invoice without any deductions using a variable direct debit connected to the Customer UK bank account or building society.
- 20.3 An initial invoice will be provided to the Customer shortly after the Service Provider commences the provision of agreed services, including any installation charges and the initial line rental payment apportioned from the period of the connection date.
- 20.4 The Customer is liable for any line rental charges from the day of installation. Line rental charges are calculated by the service provider based on the classification of the line.
- 20.5 The Customer may be charged for any costs related to the pre-ordering, installation or configuration of any equipment required to provision the service. These charges will be calculated by the Service Provider using data logged and not the data logged by the Customer.
- 20.6 The Client will be liable for the full monthly rental charges during any period of disconnection for the duration of the Minimum period of the Contract.
- 20.7 Should the Client become overdue or is in default of the Contract with us, or we have provided written communication to the Customer requiring resolution and have not had a satisfactory response within 7 days, the Supplier is permitted to disconnect the Customer's services.
- 20.8 The Customer may be charged a fee for the reconnection of the Service.