Interm IT (UK) Ltd Park Farm Industrial Estates Buntingford Herts SG9 9AZ 01763 272765



# INTERM IT (UK) LTD - ICT TECHNICAL SUPPORT CONTRACT

#### **Contracted Parties**

This agreement ("Agreement") is entered into as of the 1st of April 2024 between \*\*\*\*\*\*\* (School") and Interm IT (UK) Ltd ("Provider").

## **Scope of Services**

The Consultant will be the school's regular Consultant. There are occasions where it will be required to provide your School with an alternative and this will be under the following circumstances:

- Temporary absence through sickness or a technical emergency in another school.
- Permanent an enforced change due to logistical reasons or due to the school requesting a change of Consultant in circumstances where the school considers it necessary Interm IT (UK) Ltd confirms that this is a reasonable request.

As part of Interm IT (UK) Ltd service for the school, we will manage all aspects of your network. This requires us to have full administration rights to your entire network so that we can support you effectively. We may also install software to assist in this role, such as Senso, K9 Doc, K9 User Manager, which are licenced to Interm IT (UK) Ltd and will be removed should you decide to cancel the contract. If the School requires administrator level access, we can provide you with a separate school admin account and password, for security and auditing reasons, upon written request from the Headteacher.

The Consultant will be DBS checked. It is the school's responsibility to record any required information.

**Curriculum** - The Consultant will be responsible to provide technical support to all areas of curriculum hardware and software as a complete managed service.

**Non- Curriculum** - The Service Provider will assist where possible on any area of Admin hardware and software but would ask that in the first instance the school's administration staff contact the school's MIS technical support provider, with whom the School has a contract. Should your MIS support provider ask that the Consultant assists you or the MIS provider we will do so under direction from the MIS provider.

Contacting your Consultant out of your Normal Visiting Hours - In the event that you need to contact your Consultant out of your normal visiting hours please follow this procedure of escalation.

- 1. Contact your Consultant on their mobile or via email.
- 2. Contact the office 01763 272765.

**Emergency Call-outs -** Emergencies can constitute problems such as inability to access data due to server or hard disc failure. An example of a non-emergency would be a printer not working; however, we would work over a phone call or via the IIT Service Desk (if contract applicable) to assist you in alleviating your School of the issue. If this did not resolve the problem, then we would provide reasonable endeavours towards making a site visit.



The Service Provider is not under any obligation to fulfil any visits within a set time to assess or fix an emergency problem. However, we will provide reasonable endeavours to assess or fix your emergency. Please see 'Service Desk' section for a more dedicated approach to emergencies. Any visit could be chargeable as detailed in the section labelled 'Prices'.

**Health and Safety** – in relation to COVID-19 and future variants of such virus or other outbreaks of infectious disease, all applicable central and local government and NHS advice, restrictions, guidelines and Law including with regards to testing, quarantine & isolation, notification, vaccination and travel will be adhered to.

**INSET/Casual/Strike days/Enforced Lockdown** - If any of the above days occur it is the responsibility of the school to inform the Consultant and the IIT office, that they will not be required to attend the school. Should the Consultant arrive at the school to provide support without prior notification then the school may be charged for a non-visit. We respectfully request that any notification of such days is made to the office 01763 272765, and the Consultant is provided with at least 72 hours' notice. If any of the above days do prevent the Consultant from fulfilling the visit, then we aim on a reasonable endeavours basis to support the schools visit remotely or a suitable alternative date and time will be arranged to fulfil this missed visit. If this rearranged visit falls on a weekend, evening, or School holiday then it will be charged out at the standard visiting rate.

#### Force Majeure

Neither Interm IT (UK) Ltd or the school shall be in breach of this agreement or otherwise liable for any failure to fulfil its obligations if such failure results from events, circumstances, or causes beyond its reasonable control.

If either party is unable to perform any obligation under this Agreement because of a matter beyond our reasonable control, including, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities infrastructure failure, power failure, municipal infrastructure problems, pandemic or virus related incident, telecommunications or Internet failure or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform for the period for which the restriction prevents performance but Services provided shall still be paid for on the Provider's usual terms and conditions.

**Snow days -** If the school is closed due to bad weather e.g. snow, it is the responsibility of the school to inform the Consultant that the school is closed. Should the Consultant arrive at school to provide support without prior notification then the school may be charged for a non-visit. We respectfully request that any notification of such days is made to the office 01763 272765, and the Consultant is provided with at least 24 hours' notice. If any of the above days do prevent the Consultant from fulfilling the visit, then we aim on a reasonable endeavours basis to support the schools visit remotely or a suitable alternative date and time will be arranged to fulfil this missed visit. If this rearranged visit falls on a weekend, evening, or school holiday then it will be charged out at the standard visiting rate.

**Consultant Training** - From time to time it may well be necessary to have a trainee consultant (DBS checked) to 'shadow' or assist the Consultant. This enables the Service Provider to give the best in-house real-world training and experience for our staff. Every attempt will be made to give prior notice so that permission for access may be granted by the school.



**Independent Advice -** The Service Provider will make available a member of the senior management team to provide a free visit for the purposes of consultancy and advice on the immediate, medium- or long-term ICT provision for the school. After the visit the Consultant will provide the school with a report detailing immediate, medium- and long-term goals as discussed with the school. Should the school not currently use this service then contact will be made with the school via one of our senior management team or ICS (Interm Consultancy Service) to offer a convenient appointment.

**Purchases from the Provider** - Should the Service Provider provide the school with an estimate (or estimates) for equipment hardware, installation of managed wireless networks, wired networks, projectors and interactive whiteboards, etc, and the school subsequently decides to proceed with any estimate, then a 'pink' order or 'A' number would need to be rung through, emailed to <u>purchasing@intermit.co.uk</u> in order for the order to be processed. The school will pay the invoice on the payment terms specified on the invoice.

#### Service Desk (Optional)

This service is designed to provide both telephone and remote access for the school. The Service Desk captures the demand for instant requests and serves as a primary interface between the technical support and the school users. This service covers your curriculum and/or admin network and can be accessed between the hours of 8.00am and 5.00pm from Monday to Friday including school holidays. This service provides a 4-hour response time. Please contact the office on 01763 272765 for details.

• The licence to use this service can be purchased annually and will be invoiced to the School on the Service Provider's usual terms and conditions.

#### **Service Desk Service Definition**

The Service Desk Contract serves as a primary interface between the technical support and school users. Its function is to record and respond to user requests for assistance with queries/problems regarding computer systems and peripherals of an urgent nature. As part of Interm IT (UK) Ltd.'s support for the school we will manage all aspects of your network. This requires us to have full administration rights to your entire network so that we can support you effectively. We may also install software to assist in this role, such as Senso, K9 Dock, K9 User Manager, which are licensed to Interm IT (UK) Ltd and will be removed should you decide to cancel the contract. If the school require administrator level access, we can provide you with a separate school admin account and password, for security and auditing reasons upon written request from the Head Teacher.

Our Service Desk is staffed by fully trained experts, who can handle any request your team may have. Our Service Desk is split into First, Second and Third-line support consultants. The first line of support aids with basic service issues which do not require specialist knowledge. More complex tasks are passed to our second line of support, who have more experience with the technical side of our service. The third line of support is the highest escalation for highly specific issues which require a third-party expert to diagnose it and solve the issue.

This service is provided between the hours of 8:00am and 5:00pm, Monday to Friday. Tickets can be logged online via sd@intermit.co.uk - for emergencies please use the standard Service desk number 01763 274727.

Please note that the Service Desk is not open on public holidays and weekends. Should the Service Desk be closed for Training Days, these dates will be advised in advance.



Whilst it is not recommended, Interm IT (UK) Ltd will support End of Life Operating Systems and Applications, on a "reasonable endeavours" basis. However, we will not accept liability for any of these systems.

### Recording call details

Users are instructed to log calls with the Service Desk via telephone, online or email. The email address is 'sd@intermit.co.uk'.

Once a telephone call is received, the Service Desk are required to record the details in the Server Maintenance and Service Desk recording system.

Call information entered into the ticket database must include the following:

- The name of your school
- User reporting the call
- A description of the issue

## **Progress reporting**

When the Consultant is processing and resolving the call, they should log their tasks within the Service Desk, e.g: "remoting in". This will not only record the progress for the school, but also inform other Consultants of what has been attempted already.

## **Incident Categorisation and Prioritisation**

The Service Desk will assess what impact the issue being reported is having on the user and negotiate a priority for the call. All calls will be processed; however, the calls with the greatest impact on a school will be processed first. We will endeavour to answer all calls within 4 business hours.

## **SENSO**

Up to 60 SENSO Safeguarding Clients are included for Primary school contracts for your peace of mind and protection Additional enhanced Senso modules are available, if these have been purchased, they will be automatically renewed and invoiced annually. Should you wish to "opt out" of this service, please provide us with a signed letter from the Head Teacher and Chair of Governors.

The Consultant can flag up to the Designated Safeguarding Lead that there are some logs, should you wish them to check during their visit.

The Consultant is not:

- Your School's DSL/LS and are only Stage 1 safeguarding trained.
- Responsible for deciding if an issue is a false positive.
- Able to access information about a child's safeguarding history. It is not the Consultant's responsibility to assess risk levels – this is down to the DSL/Ls

Please be reminded that it is the school's responsibility for the following items:

Under "Keeping Children Safe in Education" (DfE 2023), the lead DSL has overarching responsibility for safeguarding, and this cannot be delegated to anyone else.

For the school to fulfil their legal duties under the Education Act 2002, this guidance must be followed. It includes:

**(Para 135)** - It is essential that children are safeguarded from potentially harmful and inappropriate online material. An effective whole school and college approach to online safety empowers a school or college to protect and educate pupils, students, and staff in their



use of technology and establishes mechanisms to identify, intervene in, and escalate any concerns where appropriate.

# **Online Safety**

Please see page 34 of KCSiE 2023 - Teaching online safety in schools – January 2023 and follow the link:

https://www.gov.uk/government/publications/teaching-online-safety-in-schools

## Additional tasks completed by Admin Server Maintenance and Service Desk

- SIMS and Solus 3 Workstation upgrades and installation
- Installation of significant SIMS infrastructure updates, such as .net framework
- Arbor MIS Support available at an additional cost

# **Service Level Objectives**

The following is an outline of the SLAs we generally work to:

Priority	Interm IT (UK) Ltd Proposed Expected Response/Fix Times
1 Critical	Response: 1 hour
	Fix: 4 Working Hours
2 Significant (including VIP Users)	Response: 1 Working Hours Fix: 10 Working Hours
3 Standard	Response: 4 Working Hours
	Fix: 16 Working Hours

At peak times, our response times may differ.

The school shall indemnify the Service Provider against all damages, costs, claims and expenses suffered by the Service Provider arising from loss or damage to any equipment (including that of third parties) caused by the School, or its agents or employees.

These limitations shall apply cumulatively, and shall apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action.

Nothing in these Terms and Conditions is intended to or will exclude or limit the Provider's liability for death or personal injury caused by the Service Provider's negligence, or for fraud or fraudulent misrepresentation by the Service Provider.

For the purposes of this clause, the 'Service Provider' includes its employees, sub-contractors and suppliers.

The employees, sub-contractors and suppliers of the Service Provider shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

## **Confidentiality and Data Security**



We regularly review and, where necessary, update our privacy information. If we plan to use personal data for a new purpose, we update our privacy information and communicate the changes to individuals before starting any new processing. Please be assured that we will continue to take the relevant action/s to ensure compliance with the most recent Data Protection legislation. Our Privacy Policy and Data Protection policies are available to view on our website.

Data security is a core principle of our business model, and we are committed to protecting our client' data. We have a robust Data Protection Impact Assessment Policy in line with GDPR Article 35, as well as adhering to ISO27001 and NCSC best practices. We are community ambassadors for the Eastern Cyber Resilience Centre (ECRC), a trusted resource for support to protect businesses and third sector organisations. Through this role, we are kept informed on relevant legislation and current risks (i.e., phishing scams, cyber-attacks, dangerous content). This knowledge is passed onto our clients to ensure the safety of their organisations and endusers.

Our automated systems will ensure that your data is monitored for security risks, breaches and DDoS attack. Should any such instance occur, Interm IT (UK) Ltd will take the necessary course of action to correct the issue. All details will be logged, including a full root cause analysis, where the breach occurred, and what solution was implemented.

## **Backup and Cyber Protection Responsibility Agreement**

The School acknowledges that it is solely responsible for ensuring the correctness, adequacy, and security of its cloud backup and cyber protection measures, including virus protection software.

To ensure an effective service and system, the School shall:

- Purchase and maintain up-to-date, suitable cloud backup and cyber protection, including virus protection software.
- Implement and maintain a regular daily backup procedure for both on-premises and cloud-based technologies, such as but not limited to M365 SharePoint or Google Classroom.
- Ensure that backup media or devices are kept in a safe and secure location.

#### Collaborative Backup Assistance

The Provider shall assist, recommend, and configure regular backups collaboratively with the School.

The School shall review the backup procedures regularly to ensure that the correct data is being backed up.

## Onsite Backup Devices and Media

Onsite backup devices and media must be within the manufacturer's warranty.

#### Local Device Data Responsibility

All data stored on local devices is the responsibility of the user. All data should be held in the School's shared areas to enable proper backup procedures.

#### **Restoration and Data Loss**

Should a backup need to be restored, it will be on a reasonable endeavours basis with no guarantee of success. If a backup is not available, the Provider may need to freshly reconfigure/install the system, incurring potential costs to the School. In the event of local device failure, including updates, routine maintenance, or troubleshooting, local data may be lost. The School acknowledges that any loss of local data is the responsibility of the user.



#### Recommendations and Assumption of Responsibility

The Provider will strongly recommend backup strategies, solutions, and cyber protection based on Department for Education (DFE) recommendations.

Should the School choose to use its own solutions, the Provider will assume that all due diligence according to the DFE and other cyber and safeguarding requirements has been completed by the School. The School will not hold the Provider liable should any issue arise.

## Warranties, Liability and Indemnification

The Provider gives no warranty that Cloud Services will be uninterrupted, bug or error free.

The Service Provider shall in no circumstances be liable or responsible for (or of the consequences of).

- Any defect or error in the End User Platform or any other equipment used in conjunction with the Software or the Services.
- Defects or errors caused by the malicious or negligent activities of the end user or its agents or any other third parties.
- Defects or errors in any way related to the end user not affording the Provider proper access to the software, such as being requested by giving prior written notice by the Provider or to the end user.
- Interm IT (UK) Ltd will keep the school apprised and "End of Life" hardware, or "out of support" software and equipment. Should the school continue to use these, Interm IT (UK) Ltd are not held liable or accountable should any faults or Cyber threats occur.

The School shall indemnify the Provider against all damages, costs, claims, and expenses suffered by the Provider arising from loss or damage to any equipment caused by the School, its agents, or employees.

The school shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from loss or damage to any equipment (including that of third parties) caused by the school, or its agents or employees.

The Service Provider shall in no event be liable for losses of profits, contracts, revenue, anticipated savings, business, opportunity, goodwill or reputation, or any other consequential or other loss, damage to or corruption of data or for any direct loss arising from any use of the Services by anyone not licensed for its use or for any purpose for which the Services is not designed, and such liability is excluded whether it is foreseeable, known, foreseen or otherwise.

These limitations shall apply cumulatively, and shall apply regardless of the form of action, whether under statute, in contract or tort, including negligence, or any other form of action.

The Service Provider and its Consultants reserve the right to withdraw any of our support contracts and Services if the network system and its computers have been modified by third parties without prior discussion.

Nothing in these Terms and Conditions is intended to or will exclude or limit the Provider's liability for death or personal injury caused by the Provider's negligence, or for fraud or fraudulent misrepresentation by the Provider.

For the purposes of this clause, the 'Provider' includes its employees, sub-contractors and suppliers.



The employees, sub-contractors and suppliers of the Provider shall all have the benefit of the limits and exclusions of liability set out above in terms of the Contracts (Rights of Third Parties) Act 1999.

## **Delivery of ordered items**

When accepting and signing for deliveries, please ensure that you sign for the items as "unchecked". This will allow us to organise replacement items, should you find any damage upon opening. If you do not do so, then we are entitled to assume that they have been damaged after delivery and are not required to replace them. Should an item be signed for but reported as "not delivered/received" by the School, the Provider will not be liable for payment of the said item and the school will be invoiced accordingly.

If the School orders an item but wishes to return it and it is not faulty then the Provider will charge the school a restocking fee which shall be included on the school's next invoice and is payable in accordance with the Provider's usual payment terms. Faulty items that are returned will be replaced without charge and there is no applicable restocking fee.

# **Projector Bulb Exchanges**

The Consultant will assist you in the changing of your projector bulbs when requested to do so (this excludes high-mounted or inaccessible projectors e.g. hall). This applies to any bulb purchased from the Provider or by another supplier. This does not, however, apply to the installation of new projectors, hall projectors or "simple swap outs" of an old projector onto an existing mount with a new projector. This is due to the limitations in our public liability insurance conditions. In the case of fitting a new projector or working on a hall projector we can provide our in-house installation team who are appropriately insured for such services.

#### Physically Installed Items

Regular checks of physically installed items such as interactive panels, speakers, wireless access points, network cabinets, and projectors are indeed the responsibility of the school staff, particularly the Site Manager. These checks are crucial for maintaining structural safety and ensuring compliance with health and safety regulations. Any issues identified during these inspections should be promptly reported to facilitate timely resolution and prevent potential hazards or disruptions to operations. This proactive approach is essential for creating a safe and conducive learning environment for both students and staff members.

It's important to note that due to the changing nature of school environments, building structures, and the use of buildings over time, Interm IT and its staff cannot be held liable for the regular checks or installations past their completion. This disclaimer underscores the understanding that ongoing maintenance and updates may be necessary and are the responsibility of the school staff.

**Annual renewals, Remote Backups, AV and SSL Certificates -** Please note, for your convenience and security, if you have purchased remote back up, antivirus, Lightspeed licences, VSZ support licences, Senso or SSL certificates, these will be auto-renewed to maintain your protection. Please inform the office if you wish to opt **out** of any auto-renewals by emailing <u>Accounts@intermit.co.uk</u>

# **Termination**

The Provider may terminate the Agreement forthwith if:

- (1) the school is in breach of any of its obligations hereunder; and/or
- (2) the school has entered into some form of insolvency process or is unable to pay its debts when they fall due; and/or



- (3) the school ceases or threatens to cease to carry on business; and/or
- (4) the Provider is delayed in performing or fails to perform any of the Provider's obligations due to any cause beyond the Provider's reasonable control in circumstances where, having proper regard to the nature and extent of the actual or likely future disruption to the Services due to that cause, it considers that it cannot effectively provide, or any longer provide, the Services.

In the event of termination under clause 28(1) the Provider shall retain any sums already paid to it by the school without prejudice to any other rights that either party may have whether at law or otherwise.

#### Confidentiality

Both during and after this Agreement terminates, the following obligations shall apply to the Party disclosing Confidential Information ('the Disclosing Party') to the other Party ('the Receiving Party').

the Receiving Party:

- (1) may not use any Confidential Information of the Disclosing Party for any purpose other than the performance of its obligations under the Agreement;
- (2) may not disclose any Confidential Information of the Disclosing Party to any person except with the prior written consent of the Disclosing Party; and
- (3) shall make every effort to prevent the use or disclosure of the Confidential Information of the Disclosing Party.

The obligations of confidence referred to in the provisions of this Clause shall not apply to any Confidential Information of the Disclosing Party that:

- (1) is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain before its receipt by the Receiving Party;
- (2) is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;
- (3) is required to be disclosed by any applicable law or regulation;
- (4) is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect of it and who imposes no obligations of confidence upon the Receiving Party.

Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which it may be entitled.

# **Sub-Contracting and Assignment**

The Service Provider may sub-contract to third parties all or any part of the Services to be carried out under this Contract.

## Waiver

No waiver by the Service Provider of any breach of these Terms and Conditions by the school shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any term, provision or condition of these Terms and Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which any waiver is given.

No failure or delay on the part of any Party in exercising any right, power or privilege under these Terms and Conditions shall operate as a waiver of, nor shall any single or partial exercise



of any such right, power or privilege preclude any other or further exercise of or the exercise of any other right, power or privilege.

#### Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

#### **Governing Law**

The Agreement shall be governed by the laws of England and Wales and any dispute between the Parties relating to the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.

Please note that signature of this Agreement will constitute a legally binding Contract and whether signed or not the request for provision of Services will be taken as acceptance of the terms of this Contract. Invoices shall be paid via BACS rather than cheque but should the school pay by cheque then a surcharge of £1.00\* will be added to your next invoice. The Provider reserves the right to review the surcharge in line with current bank charges. Please let us know if you wish to pay by cheque via office@intermit.co.uk. \*All prices exclude VAT.

# Complaint and Dispute Resolution and Policies

Any complaints are to be logged as a call under that school and an email to be sent to <a href="mailto:co.uk">complaints@intermit.co.uk</a> with the call reference number.

To view our policies, please visit our website www.intermit.co.uk

#### Service Fees and Payment Terms

With effect from the commencement date until termination, Interm IT (UK) Ltd shall, in consideration of the fees being paid in accordance with the terms of payment, provide the Services stated in the Specification of Services addendum or otherwise agreed under this rolling contract. The school agrees to pay Interm IT (UK) Ltd  $\pounds^{**}$ .\*\* per hour (all prices exclude VAT) for the regular consultant visits, which is \*\* hours per Week

This is for 39 or 40 weeks a year (depending on the length of the Academic year) save in exceptional circumstances such as a pandemic where the Provider shall be entitled to provide this service remotely.

Service Desk & Arbor Support Charges per annum (if applicable)

Curriculum Server Support -£\*\*\*



Admin Server Support - £\*\*\* Arbor Support -£\*\*\*

Any introductory offers will supersede the above for the given period any offer states. Should a consultant make visits out of hours, e.g. weekends, evenings or school holidays at times agreed with the school then the hourly rate will increase to £39.99 per hour (plus VAT). Any works carried out over and above the agreed hours will be charged in 15-minute blocks. Emergency Call-outs are charged at £59.99 per hour for a minimum of one hour plus one-hour travel at the same rate (see Emergency Call-outs)

We have seen a significant number of non-IT changes within schools over the summer holidays that have impacted the IT and its readiness on your return for the start of term. We have observed that schools incurred none or limited disruption to the start of term when they have a support visit in the final week of the school's summer holidays. These typically include, but are not limited to, ensuring that the infrastructure is restarted, and software updated, classroom IT is tested, and all users are created and tested. This additional visit will be included in the summer Term APC at your regular rate (not holiday/out of hours rate). If you chose to **opt out** of this, you will not be charged.

Please note that if there are additional charges that we are required to pay to visit and support your school, for example, Ultra Low Emission Zones, Toll Roads, and Bridges, that cannot be sensibly avoided, these fees will be added to your consultant's invoices. These fees will be charged to you at cost, and will be based upon our starting location, being at our Interm office.

The school agrees to pay all Interm IT (UK) Ltd invoices within the period stated on the invoice. Any invoices which remain unpaid after the invoice date will result in reminders for payment being sent 14, 21 and 30 days thereafter. Interm IT (UK) Ltd reserves the right to charge 8% interest per month, per invoice, plus a £40.00 late payment charge per invoice on any outstanding payments post 30 days of the date of invoice. Failure to adhere to these terms and conditions could result in withheld products and services at our discretion, until the outstanding balances have been paid in full. Interm IT (UK) Ltd reserves the right to increase its prices at least annually in line with inflation.

Emergencies can constitute problems such as inability to access data due to server or hard drive failure. An example of a non-emergency would be a printer not working; however, we would work over a phone call or via the Service Desk (if contract applicable) to assist you in alleviating your school of the issue. If this did not resolve the problem, then we would provide reasonable endeavours towards making a site visit. Interm IT (UK) Ltd is not under any obligation to fulfil any visits within a set time to assess or fix an emergency problem. However, we will provide reasonable endeavours to assess or fix your emergency. Please see the "Service Desk" section for a more dedicated approach to emergencies.

#### **Notice Period**

Interm IT (UK) Ltd require notice of termination to be given by the **30th of November** from the school, in writing, for the service to terminate as of the **31st of March** and Interm IT (UK) Ltd shall provide the same notice period in writing to the school. If no notice is given, then the annual rolling contract will continue.

Any notice given by the school in relation to the Services and these terms, including, but not limited to notice to terminate this agreement, shall be in writing, sent for the attention of the Managing Director, delivered by recorded delivery providing the date of the notice and the date of termination. Any notice or request which does not comply with this clause shall not be valid.

All passwords and pertinent information will be provided to the school 's incoming IT support during a scheduled Provider support visit. Any software licensed to the Provider must be



removed from all devices. It is the school's own responsibility to retain a copy of their current contract.

<u>In witness whereof, the parties hereto have executed this Agreement as of the effective date</u> <u>first above written:</u>

On behalf of the School		
I accept all of the terms and conditions:		
Name:	Position Held:	
Signature:	Date:	
On behalf of the Provider		
Name: Richard Spragg	Position Held: MD	
Signed: The Signed	Date: 1st April 2024	