



Cloud Services

Terms and Conditions - November 2025

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A. The Client

B. Levett Consultancy Limited a company incorporated in England and Wales under No.06791604 whose registered office is at Essex Technology and Innovation Centre, The Gables, Ongar, Essex, CM5 0GA ("the Service Provider")

Each of the Client and the Service Provider being a "Party" and together the Client and the Service Provider are the "Parties".

WHEREAS

C. The Service Provider is engaged in the business of providing ICT ("Information and Communications Technology") services and solutions, and has reasonable skill, knowledge, qualifications and experience in that field.

D. The Client enters into this Contract with the Service Provider, to provide the Services, detailed in the enclosed Service Description.

E. The Service Provider has agreed to accept such engagement and shall provide the Services to the Client, subject to, and in accordance with the terms and conditions of this Contract.

IT IS AGREED as follows: -

1. INTERPRETATIONS AND DEFINITIONS

1.1. In this Contract, the following words and abbreviations will have the following meanings;

1.1.1. Annual Period; means the period of 12 months from the commencement date of the Contract and each 12-month period thereafter, for the remainder of the Contract;

1.1.2. Client; means the Client named at paragraph A above

1.1.2.1. This Service Contract is extended to cover the following clients of the Client named at paragraph A above;

1.1.3. Contract; means this service contract;

1.1.4. Fee; means the Fee set out at clause 7 of this Contract;

1.1.5. Service Description; means the Service Description enclosed with this Contract, which sets out the Services to be provided by the Service Provider to the Client.

1.1.6. Service Provider; means the Service Provider named at paragraph B above;

1.1.7. Services; means the Services to be provided to the Client by the Service Provider as detailed in the enclosed Service Description;

1.1.8. Staff; means the Staff of the Service Provider.

1.1.9. Term; means the term of this Contract set out at clause 11 below.

- 1.2. The headings contained in this Contract are for convenience only and do not affect their interpretation.

2. SERVICE PROVIDER

- 2.1. The Service Provider's obligation to provide the Services shall be performed by one or more employees of the Service Provider as the Service Provider may consider appropriate ("the Staff"), subject to the Client being reasonably satisfied that the Staff has the required skills, qualifications and resources to provide the Services to the required standard.
- 2.2. The Service Provider has the right, at its own expense, to enlist additional or substitute Staff in the performance of the Services or may subcontract all or part of the Services, provided that the Service Provider provides details, whenever practicable, of the proposed substitute or sub-contractor ahead of the planned substitution and subject to the Client being reasonably satisfied that such additional Staff or any such subcontractor has the required skills, qualifications, resources and personnel to provide the Services to the required standard.
- 2.3. The Service Provider has the right to substitute Staff for the performance of the Services due to; training requirements, sickness, a Staff member employment termination, or for any other reason.
- 2.4. Where the Service Provider provides a substitute or sub-contracts all or part of the Services pursuant to clause 2.2 above, the Service Provider shall be responsible for paying the substitute or sub-contractor and shall ensure that any agreement between the Service Provider and any such substitute or sub-contractor shall contain obligations which correspond to the obligations of the Service Provider under the terms of this Contract and the worker shall remain responsible for the acts or omissions of any such substitute or sub-contractor.
- 2.5. Due to the specialised nature of the work there may be a lengthy learning process for any Staff prior to becoming familiar with the work. As a result, where substitute or additional Staff are provided or where the performance of all or part of the Services is sub-contracted, the Service Provider shall provide wherever possible, at its own expense, an overlap period for such substitute or additional or any such subcontractor.
- 2.6. Any Service support hours (including on-site visits, dependent on the tiered package) not used within any Annual Period during the Term cannot be transferred, or carried over, to the next Annual Period, nor can they be converted into financial credits.
- 2.7. Specific terms for Premium Support agreements only, not applicable to Elite or Cloud service agreements:
 - 2.7.1. In the event that the Service Provider is unable for any reason to perform the Services the Service Provider should inform the Client on the first day of unavailability and in such case shall, in liaison with the Client, provide a substitute subject to the provisions of clause 2.2. Should a substitute not be available for any reason, the Client will receive Remote Support.
- 2.8. Save as otherwise stated in this Contract, the Client acknowledges and accepts that the Service Provider is in business on its own account and the Service Provider shall be entitled to seek, apply for, accept and perform contracts to supply its Services to any

third party during the term of this Contract provided that this in no way compromises or is to the detriment to the performance of the Services.

3. THE CONTRACT

- 3.1. This Contract is between the Client and the Service Provider and governs the performance of the Services by the Service Provider for the Client.
- 3.2. The Service Provider shall not be required to provide any services, advice and assistance in addition to the Services and any requests to provide such additional advice and assistance shall be subject to the prior approval of the Service Provider and agreement between the Service Provider and the Client as to the level of fees payable for such additional advice and assistance. In the event that such additional advice and assistance is agreed, the Service Provider must notify the Client of the terms upon which such services will be provided including details of any new fee arrangements.
- 3.3. No variation or alteration of these terms shall be valid unless approved by the Client and the Service Provider in writing, except where changes to the Services are necessary to comply with applicable safety and other statutory requirements, in which case the Service Provider may make such necessary changes without prior notification to the Client.
- 3.4. The Service Provider cannot be held responsible for failure of any third party systems, including but not limited to; Datto RMM and Parago Asset Management. This will further include if Datto RMM or Parago Asset Management go offline or Client data is lost.
- 3.5. In the event of a third party system, contracted by the Service Provider while providing the Services, being unavailable, then the Service Provider will seek a resolution with the third party, and communicate this resolution with the Client's lead contact.

4. THE SERVICE DESCRIPTION

- 4.1. The Service Description document for the following services being provided is enclosed with this Contract:-
 - 4.1.1. Cloud Support
- 4.2. Should the Service Provider amend the contents of the enclosed Service Description, then the new amended version will be provided to the client within 28 days of the amendment.
- 4.3. Should the Services to be provided to the Client, be varied, then the Service Provider will provide a new version of this Contract and Service Description, subject to clause 3.3 above.

5. SERVICE PROVIDER'S OBLIGATIONS

- 5.1. The Service Provider will ensure all staff will have the required DBS clearance, which are renewable every three years. Furthermore, all Service Provider staff will have photo ID badges stating their DBS number and will wear identifiable clothing/uniform with the Service Provider logo.
- 5.2. The Service Provider agrees on its own part and on behalf of its Staff and any substitutes and subcontractors used in accordance with the terms of this contract as follows: -

- 5.2.1. Not to engage in any conduct detrimental to the interests of the Client, which includes any conduct tending to bring the Client into disrepute.
- 5.2.2. To comply with any statutory rules or regulations including but not limited to those relating to health and safety, together with such procedures of the Client as the Client notifies the Service Provider and/or its Staff and any substitutes and sub-contractors. It is essential that the Service Provider and its Staff and any substitutes and sub-contractors comply to properly perform the Services (including for example where the Services are to be performed at the premises of the Client the health and safety policy, security arrangements and fire drill of the Client) during the performance of the Services. Subject to the rules and regulations which the Client notifies the Service Provider and/or its Staff and any substitutes and sub-contractors that it is essential that the Service Provider and its Staff and any substitutes and sub-contractors comply with the Service Provider and its Staff and any substitutes and sub-contractors shall not be bound by the policies and procedures which an employee of the Client would be bound by.
- 5.2.3. To notify the Client forthwith in writing if they should become bankrupt.
- 5.2.4. To throughout the term of this Contract ensure that they have public liability insurance to the cover value of £5,000,000.

6. METHODS OF PERFORMING SERVICES

- 6.1. The Service Provider's Staff are professionals who will use their own initiative as to the manner in which the Services are delivered provided that in doing so the Service Provider shall cooperate with the Client.
- 6.2. The Service Provider may provide the Services at such times and on such days as the Service Provider shall decide but shall ensure that Services are provided at such times as are necessary for the proper performance of the Services.
- 6.3. The relationship between the parties is between independent companies acting at arm's length and nothing contained in this Contract shall be construed as constituting or establishing any partnership or joint venture or relationship of employer and employee between the parties or their personnel.

7. FEES

- 7.1. The Service Provider's fee for the full Term of this Contract will be the sum of ___ plus VAT (the "Fee").
- 7.2. Should the Client fail to pay any invoice sum due, within 30 days, then the Services Provider will rely upon the Late Payments legislation¹ to charge statutory interest and fixed costs associated with the recovery of said invoice sum.
- 7.3. Any additional services will be provided at rates to be agreed between the parties, subject to clause 3.3 above.

¹ Late Payment of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debt regulations 2013 and any subsequent amendments to that legislation.

8. INVOICING

- 8.1. The Service Provider will provide an invoice with VAT for the Fee, at the commencement date of the Term, and the sum is to be paid within 30 days of the date of invoice.
- 8.2. The Service Provider's invoice should state the Service Provider's name, and where relevant should include the company registration number, VAT number and should state any VAT due on the invoice.

9. OBLIGATIONS OF THE CLIENT

- 9.1. Throughout the term of this Contract, the Client shall pay the Service Provider the agreed Fee in accordance with clause 7.1 above;
- 9.2. The Client shall furnish the Service Provider with sufficient information about the Services in order for the Service Provider to arrange for the Services to be carried out;
- 9.3. The Client will advise the Service Provider of any health & safety information or advice, which may affect the Service Provider's Staff during the performance of the Services;
- 9.4. The Client will inform the Service Provider of any updated or amended contact details;
- 9.5. The Client will ensure that all computer systems, where the end user has full local administrator rights, are managed in such a way as to maintain data integrity and minimise the risk of security breaches or virus infections;
- 9.6. The Client will ensure, where the Service Provider approved backup systems are not in use and do not have a full-time technician, that regular backups are carried out at least weekly if not daily, depending on the amount of data added. In this instance The Service Provider will not be held responsible for any lost data, or any costs associated in the recovery of lost data;
- 9.7. The Client will ensure adequate licence levels of software applications and systems;
- 9.8. The Client will only transfer information deemed sensitive, as highlighted within the UK General Data Protection Regulations ("UK GDPR"), via secure means only;
- 9.9. The Client will inform the Service Provider in writing, of any agreements or contracts, for the provision of services to the Client by any third party, which have a direct impact of the Services provider by the Service Provider;
- 9.10. The Client hereby accepts that the Service Provider's assigned Staff will be required to attend weekly briefing sessions with the Service Provider via video conference, for a minimum period of thirty minutes. These sessions are to ensure all Staff are kept up to date with the Service Provider's policies and processes to ensure a consistent level of service to the Client;
- 9.11. The Client hereby consents to the Service Provider using the Client's email alias to create a service desk account, in order for the Service Provider to provide the Services under this Contract. If the Client wishes to withdraw this consent, then this request must be provided in writing to the Service Provider;

9.12. Specific terms for clients with Premium Support agreements only, not applicable to Elite or Cloud service agreements;

9.12.1. The Client hereby accepts that the Premium Support telephone and remote support services provided by the Service Provider, is offered under a fair usage policy which is capped at 20 hours of support for the Services which have 7 or more hours of on-premises support per week. If the Client receives less than 7 hours support per week, then the fair usage policy is capped at 10 hours. If the Client exceeds the support hours, the Client will be charged for additional hours.

10. LEGISLATION

10.1. The Client warrants not to request any Staff member of the Service Provider, to undertake a task that contravenes the Computer Misuse Act 1990.

10.2. The Client warrants not to request any Staff member of the Service Provider, to undertake a task that contravenes the Data Protection Act 2018.

10.3. The Client warrants not to request any Staff member of the Service Provider, to undertake any task which breaches the Service Provider's compliance, or contravenes, with the General Data Protection Regulation.

10.4. The Client will at all times, provide a safe environment for the Service Provider's Staff to provide the Services detailed at Schedule 1 of the Contract, in accordance with the Health and Safety at Work Act 1974.

10.5. The Client warrants not to request any Staff member of the Service Provider, to undertake a task that contravenes the Health and Safety at Work Act 1974.

11. TERM OF THE CONTRACT

11.1. This Contract shall commence on ____ and shall remain in force until ____, subject to clause 12 below.

12. CONTRACT EXTENSION

12.1. Should the Client require an extension to this Contract, within the Term, then this Contract may be varied, subject to clause 3.3 above.

12.2. This Contract will be automatically renewed for an equal length of term as stated in clause 11 above, unless the Client has terminated this Contract with the full 90 days written notice required under clause 13 below.

12.3. For the avoidance of doubt, if the Client wishes to terminate this Contract under clause 13 below, they will need to provide written notice at least 90 days prior to the end of the term of this Contract, to prevent an automatic renewal.

12.4. Should this Contract be automatically renewed pursuant to clause 12.2 then the Fee set out at clause 7 above will be subject to a review and adjustment due to inflation (at the date of renewal), in accordance with the Customer Price Index ("CPI"). Any adjustment to the Fee will be notified to the Client in writing.

- 12.5. For the avoidance of doubt, should this Contract automatically renew under clause 12.2 and the Client be dissatisfied with any fee adjustments as per clause 12.4, then the Client will need to provide 3 months' notice as per clause 13.1 below, to terminate this Contract.

13. TERMINATION

- 13.1. Either Party may terminate this Contract at any time by giving 3 months written notice
- 13.2. Should the Client provide written notice of termination of the Services within the initial 9 month period of the Term, then the Client shall pay a sum equal to 50% of the remaining term
- 13.3. Should the Client provide written notice of termination this must be sent to contracts@levettconsultancy.co.uk
- 13.4. No credit shall be given for any pre-paid term of service

14. INTELLECTUAL PROPERTY

- 14.1. In this clause;

"Brand Features"	means the trade names, trademarks, service marks, logos, domain names, and other distinctive features;
"Design"	means any design which is registrable under the Registered Designs Act 1949 or in respect of which design rights subsist under Section 213 of the Copyright, Designs and Patents Act 1988;
"Drawing"	means any drawing, picture, photograph, plan or sketch in any form;
"Invention"	means any invention whether patentable or not under the Patents Act 1977 or by virtue of any international convention or treaty, together with the right to apply in any part of the world for appropriate protection therefore;
"Know-how"	means any method, technique, discovery, secret process or the like not amounting to an Invention, and any associated data or technical information;
"Records"	means any samples, models, documents (as defined in Section 13 of the Civil Evidence Act 1995), notebooks or other records in any form, including data stored in a computer or otherwise; and
"Software"	means any computer programs, including preparatory design material therefore, any

documentation relating thereto, and any media containing or recording any part of any of the foregoing items.

- 14.2. The Service Provider acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Services shall belong to the Client, including any documents or other works prepared by the Service Provider, its staff and any substitutes and subcontractors. Accordingly, the Service Provider shall (and shall procure that any relevant member of its Staff and any substitutes and sub-contractors) execute all such documents and do all such acts at its own cost.
- 14.3. Inventions and any Know-how which are made, obtained, acquired, produced or found by the Client during the term of this Contract shall, subject to the provisions of the Patents Act 1977, belong exclusively to the Service Provider, and the Client shall upon making, obtaining, acquiring, producing or finding such Invention or Know-how forthwith disclose the same to the Service Provider or as it may direct.
- 14.4. The Service Provider and the Client shall each keep confidential any Invention, which is disclosed, to the Client by the Service Provider.
- 14.5. All Designs, Drawings, Records and Software which are made by the Service Provider during the term of this Contract, shall belong exclusively to the Service Provider, together with any copyright or design rights therein (whether registrable or unregistrable); the right to apply throughout the world for appropriate protection therefore, whether by virtue of any treaty, convention or otherwise; and all other rights of a like nature therein which are conferred under the laws of the United Kingdom and all other countries of the world, for the full term thereof and any renewals or extensions thereof.
- 14.6. The Service Provider and the Client acknowledge that use of any Brand Features will insure to the benefit of the owner of the intellectual property rights in those Brand Features. The Service Provider or the Client may revoke the others right to use its Brand Features under this Contract with written notice, and a reasonable time period to stop the use.
- 14.7. The provisions of this Clause 14 shall continue to apply after termination of this Contract without limit in point of time.

15. CONFIDENTIALITY

- 15.1. In this clause;

“Information”	means all information, documents, specifications and materials disclosed by the Client in any form, whether in writing, orally or otherwise, relating to commercial and technical affairs, suppliers, customers, finances, products, software, designs or inventions;
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- 15.2. The Service Providers Staff shall not (except in the proper performance of his/her duties hereafter) during or after the termination of this Contract disclose to any person

whatsoever any information relating to the Clients business, or any trade secrets, or make use of the same in any manner which may be prejudicial to the Clients business.

- 15.3. Upon termination of this Contract, the Service Provider will return all correspondence, documents, papers or any other property relating to the Clients business, which may be in the possession or under the control of the Service Provider.
- 15.4. The Service Provider undertakes that all information relating to the Clients intellectual property will remain confidential and will not be disclosed to any other person or organisation, throughout the term of this Contract, and indefinitely thereafter, without the prior written authorisation of the Client.
- 15.5. In certain circumstances, in the normal course of business, it may be necessary to discuss the Clients proposals with third parties. The Clients consents, for reasons of practicality, to this providing it is done professionally and responsibly.
- 15.6. The confidentiality restrictions under this Contract are in addition to any rules or obligations relating to confidentiality under any common law or statute.
- 15.7. information that is excluded from the definition at clause 15.1 above, includes;
 - 15.7.1. information that was publicly known at the time of disclosure;
 - 15.7.2. information that, after disclosure, becomes publicly known other than as a result of any breach of this Contract;
 - 15.7.3. information that the Service Provider can show was already known to them, prior to its disclosure by the Client;
 - 15.7.4. information that the Service Provider can show was made available by a third party who had a right to do so, and who has imposed on the Service Provider an obligation of confidentiality or restricted use in respect thereof;
 - 15.7.5. information of a generic nature, which could be reasonably expected to be known to any competent professional. This includes the application of known technologies to unique situations.
- 15.8. All aspects of this Contract are of a confidential nature. No information is to be passed onto any third party without the written agreement of the Service Provider.
- 15.9. All sensitive information will be transferred between the Service Provider and the Client by secure encrypted means.

16. INDEMNITY

- 16.1. The Client will indemnify the Service Provider in respect of any liability incurred by the Service Provider as a direct consequence of the Client's negligence, breach of contract, breach of duty, or breach of trust in relation to this Contract.

17. DATA PROTECTION

- 17.1. Personal information that the Service Provider may use will be collected, processed, and held in accordance with the provisions of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), 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, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.

- 17.2. For complete details of the Service Provider's collection, processing, storage, and retention of personal data, please refer to the Service Provider's UK GDPR policy, available on request.

18. NOTICES

- 18.1. All notices which are required to be given hereunder shall be in writing on the Party upon whom the notice is to be served. Any such notice may be delivered personally or by first class prepaid post or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours and if by facsimile transmission when dispatched.

19. THIRD PARTY RIGHTS

- 19.1. No part of this Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
- 19.2. Subject to this clause 19 this Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

20. ILLEGALITY

- 20.1. If any provision or term of this Contract shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Contract such terms or provisions shall be divisible from this Contract and shall be deemed to be deleted from this Contract and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Contract the parties shall negotiate in good faith to amend the modify the provisions and terms of this Contract as necessary or desirable in the circumstances.

21. DISPUTE

- 21.1. Should any disputes or differences arise between the parties concerning any clause within this contract, then either Party may give 14 days notice to resolve the dispute or difference through a qualified intermediary.
- 21.2. Should a resolution not be reached within 14 days, then it is agreed by both parties that the matter will be referred to arbitration.

22. SEVERANCE

- 22.1. In the event that one or more of the provisions of this Contract is found to be unlawful, invalid or otherwise unenforceable, that /those provision(s) shall be deemed severed from the remainder of this Contract. The remainder of this Contract shall be valid and enforceable.

23. ENTIRE AGREEMENT

- 23.1. This Contract constitutes the entire understanding between the parties concerning the subject matter hereof.
- 23.2. This Contract represents the entire agreement between the Service Provider and the Client and supersedes all prior agreements or contracts.

24. FORCE MAJEURE

- 24.1. Neither party shall in any circumstances be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, epidemic or pandemic in particular Covid-19 and any associated legislation, regulation or prohibition that would prevent, hinder or delay performance of this Contract by the Supplier, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

25. GOVERNING LAW AND JURISDICTION

- 25.1. This Contract shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Contract shall be subject to the exclusive jurisdiction of the Courts of England & Wales.