Terms & Conditions

Managed Services Agreement – Standard Terms & Conditions

This Agreement sets out the terms on which PCS Business Systems ("PCS") provides Managed IT Services to the Client.

1. Agreement

1.1 By signing this Agreement, the Client accepts the Managed Services proposal, including the services, start date, and contract term.

1.2 This Agreement supersedes all prior discussions, proposals, or agreements.

2. Scope of Services

2.1 PCS will provide managed IT support, monitoring, and maintenance of the systems and services detailed in the Managed Services Schedules.

2.2 Services outside of this scope (including project work, consultancy, upgrades, or third-party liaison) are chargeable at PCS' standard professional services rates.

2.3 PCS' standard service hours are 08:00 – 18:00, Monday to Friday (excluding UK Bank Holidays). Out-of-hours or weekend support is available at additional cost.

2.4 All incidents must first be logged with the PCS Service Desk. Remote troubleshooting will be attempted before on-site attendance.

2.5 The Client agrees that PCS Business Systems are unable to support any equipment or systems where incompatible, damaged, faulty or uncertified accessories or products have been use.

3. Service Levels (SLA)

3.1 PCS will use reasonable endeavours to respond to service requests within the following target times:

Critical (Business Critical System(s) Down): Response within 1 hour

High (Major Impact): Response within 2 hours

Medium (Limited Impact): Response within 1 business day

Low (Minor/Requests): Response within next business day

3.2 Resolution times are dependent on issue complexity, vendor response, and availability of replacement parts. PCS makes no guarantee of resolution time unless explicitly stated in the Service Schedule.

4. Client Obligations

The Client agrees to:

4.1 Maintain accurate system information and notify PCS of relevant changes.

4.2 Ensure all users comply with acceptable use and security policies.

4.3 Maintain regular, verified backups of business-critical data unless backup services are explicitly provided by PCS under the Managed Services Schedule.

4.4 Provide PCS with secure, safe, and full access to systems and equipment including all relevant documentation and systems data relevant to the support contract.

4.5 Ensure adequate environmental and power conditions for all equipment.

4.6 Notify PCS of any planned equipment relocation at least 24 hours in advance.

4.7 Shall make all reasonable endeavours to make PCS Business Systems aware of any fault/IT support issue within a reasonable timescale.

4.8 Agrees to ensure that adequate Cyber Security/Information Security Training, processes and policies are in place.

5. Security & Compliance

5.1 PCS requires the use of the following baseline security controls on all supported systems and services:

Multi-Factor Authentication (MFA/2FA)

PCS Patch Management (or an equivalent, PCS-approved patching solution)

PCS Next-Gen Endpoint Protection (or an equivalent, PCS-approved endpoint protection solution)

5.2 Where the Client chooses not to implement any of the above mandatory controls, or uses alternative solutions without PCS' prior written approval, the Client acknowledges that PCS will charge for remediation work required as a resulting from security breaches, unauthorised access, downtime, or data loss.

5.3 Assistance with cyber security policy creation, audits, or compliance (e.g. Cyber Essentials, ISO27001, GDPR) is outside standard support and is chargeable.

5.4 The client acknowledges that PCS Business Systems cannot be held responsible for any form of Virus/Malware, Ransomware, Spyware or Cryptolocker attack.

6. Hardware & Replacement Parts

6.1 Any hardware covered under a Fully Comprehensive Support option is subject to a “Beyond Economical Repair” (BER) assessment.

6.2 PCS reserves the right to withdraw support where equipment cannot be maintained economically.

6.3 Replacement parts will be provided subject to availability. Delays due to supply chain are outside PCS’ control.

6.4 Replacement parts supplied become the property of the Client; removed parts become the property of PCS.

7. Fees & Payment

7.1 Support and Service contracts are billed in advance, payable prior to their commencement.

7.2 All contract and maintenance work to be invoiced on 7-day terms

7.3 Interest shall be charged on overdue accounts at a rate of 2% above bank base.

7.4 You must notify us in writing within seven days of the date of our invoice any errors (for example incorrect pricing) otherwise we will treat you as accepting the accuracy of that invoice.

7.5 In the case of sales to buyers who do not qualify for credit accounts, payment must be made in full before the dispatch of any goods.

7.6 Payment terms for additional services are as agreed with the PCS Finance Team.

7.7 Preventative maintenance or health check services are non-refundable.

7.8 Additional fees or expenses for work which is performed outside of the standard service contract agreement will be invoiced separately.

7.9 PCS may suspend services if the Client defaults on payment or breaches their obligations.

7.10 The Client agrees that any equipment or systems not detailed in this contract/agreement are not supported. Any equipment or systems not detailed in this contract/agreement where support is carried out is immediately chargeable at an initial rate of £150.00 and an additional £150.00 for each hour thereafter

8. Termination

8.1 Either party may terminate this Agreement with 30 days' written notice.

8.2 PCS reserves the right to charge a termination fee of up to 35% of the remaining contract value.

8.3 PCS may suspend or terminate services if unauthorised alterations, repairs, or interference with systems occur.

9. Liability

9.1 PCS is not liable for any consequential, indirect, or financial loss, including business interruption or lost profits.

9.2 PCS is not responsible for delays or failures caused by third-party vendors, supply shortages, or circumstances outside reasonable control.

10. Confidentiality

10.1 Both parties agree this Agreement and related information are confidential and may not be disclosed without prior consent, except as required by law.

11. Amendments

11.1 Any changes to this Agreement must be agreed in writing by authorised representatives of both parties.

12. Hold Harmless – Recommendations, Backup, MFA, Patch/Antivirus & Unsupported Systems

12.1 The Client is solely responsible for ensuring that appropriate data backup solutions are in place and functioning, unless the backup service is expressly provided and managed by PCS under a separate Service Schedule.

12.2 PCS shall not be held liable for:

Any failure of the Client's backup systems (hardware, software, media, configuration, or testing).

Data loss, corruption, or inability to restore systems where backups are unavailable, incomplete, or fail.

Any vulnerabilities, breaches, downtime, or failures resulting from the Client's use of outdated, unsupported, or end-of-life operating systems or software that no longer receive vendor security updates.

12.3 In such cases, the Client agrees to indemnify and hold PCS harmless from any liability, claims, damages, or costs arising out of or in connection with the failure, absence, refusal, or continued use of:

Recommended security controls

Backup solutions,

MFA/2FA,

Patch management,

Antivirus/endpoint protection, or

Outdated/unsupported operating systems or software.

13. Change of Control & Assignment

13.1 In the event of a merger, acquisition, consolidation, sale of substantially all assets, or other transaction resulting in a change of control of a Party ("Change of Control"), such Party may assign or transfer its rights and obligations under this Agreement to the successor entity or acquiring company without the prior written consent of the other Party, provided that:

The successor or acquiring entity assumes all obligations under this Agreement in writing; and

The successor or acquiring entity has the financial and operational capacity to perform such obligations.

13.2 The assigning Party shall promptly notify the other Party in writing of any such Change of Control and provide reasonable documentation evidencing the assignment and assumption.

14. Governing Law

14.1 This Agreement shall be governed by the laws of England and Wales.