

MogIT Consultancy Limited

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Terms and Conditions for Business Customers

These terms apply to every Order placed with MogIT Consultancy Limited from 28/10/2026. Please read them carefully, in particular clause 14 (our liability), clause 9 (your responsibilities, including backups and security) and Schedule 1 (data protection).

1. Definitions and interpretation

1.1 In these terms:

- **we, us** and **our** mean MogIT Consultancy Limited, a company registered in England and Wales with company number 13046353, whose registered office is at 7 Chesterton Place, Newquay, Cornwall TR7 2RU;
- **Customer** means the business, firm or organisation that places the Order with us;
- **Order** means the quotation, proposal, order form, support agreement or statement of work, as accepted by us under clause 2, including any schedules to it;
- **Contract** means the Order together with these terms and Schedule 1;
- **Goods** means any hardware, equipment or software licences we supply to the Customer;
- **Services** means the services set out in the Order, which may include IT support, consultancy, installation, cloud, hosting, backup and security services, and the design, build, hosting and support of Bespoke Software;
- **Ongoing Services** means Services provided on a continuing basis, such as support contracts, monitoring, hosting, cloud services and subscriptions;
- **Bespoke Software** means software, web applications, scripts and configurations that we write or create specifically for the Customer;
- **Third-Party Services** means software, cloud and online services provided by someone other than us, such as Microsoft 365, Dropbox, security software and remote-support tools, whether we resell them or the Customer buys them directly;
- **Customer Data** means the data, documents and other information belonging to the Customer that we hold or have access to in providing the Services;
- **Business Day** means a day other than a Saturday, Sunday or public holiday in England; and
- **Data Protection Legislation** means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any other law relating to personal data that applies in the UK, as amended from time to time.

1.2 **Writing** and **written** include email. Headings do not affect the meaning of these terms. The words **including** and **such as** are examples and do not limit the words before them.

2. The contract

- 2.1** The Contract is made up of the Order, these terms and Schedule 1. If there is a conflict, Schedule 1 takes priority on data protection matters, and otherwise the Order takes priority over these terms.
- 2.2** A quotation is not an offer. Unless it says otherwise, a quotation is valid for 14 days. The Contract starts when we accept the Order in writing or begin work on it, whichever happens first.

- 2.3 These terms apply instead of any terms the Customer tries to impose, including any terms on a purchase order.
- 2.4 We supply only to businesses. By placing an Order, the Customer confirms that it is acting for the purposes of its trade, business or profession and not as a consumer.
- 2.5 The Contract is the whole agreement between us and the Customer about its subject matter. Each party confirms that it has not relied on any statement or promise that is not set out in the Contract. Nothing in this clause limits liability for fraud.
- 2.6 Either party may ask for a change to the Order. A change is binding only once both parties agree it in writing, and it may include a change to the price or timescale.

3. Duration, renewal and cancellation

- 3.1 Contracts for one-off Goods or Services continue until the Goods are delivered and the Services are completed.
- 3.2 Ongoing Services start on the date in the Order and continue for the initial term stated in the Order or, if none is stated, for 12 months (the **Initial Term**). After the Initial Term they continue until either party gives the other at least 60 days written notice to end them. Notice may be given during the Initial Term but cannot take effect before the Initial Term ends.
- 3.3 Some Third-Party Services are bought on fixed-term commitments, such as annual licences. If Ongoing Services end before such a commitment expires, the Customer must pay for the rest of that commitment unless the provider allows it to be cancelled without charge.
- 3.4 The Customer may cancel one-off Goods or Services that have not yet been delivered or completed by giving us written notice. The Customer must then pay us for work already done, for Goods already supplied, and for costs we cannot recover, such as Goods that cannot be returned, suppliers' restocking or cancellation fees, and non-refundable travel or accommodation.

4. Prices and payment

- 4.1 Prices for Goods and Services are as set out in the Order. Services not covered by the Order are charged at our standard rates in force at the time the work is done.
- 4.2 Unless the Order says otherwise, prices exclude travel, accommodation, subsistence and other expenses reasonably incurred in providing the Services. These are charged at cost.
- 4.3 We may ask for a deposit before ordering Goods. Unless the Order says otherwise, the deposit will be the cost of the Goods to us, including delivery and insurance.
- 4.4 Unless the Order says otherwise, we invoice Goods on or after delivery, Ongoing Services monthly in advance, and other Services monthly in arrears.
- 4.5 All prices exclude VAT, which we add to invoices at the applicable rate.
- 4.6 We may increase our charges for Ongoing Services once in any 12-month period by giving at least 30 days' written notice. Where a provider of Third-Party Services increases its prices, we may pass on that increase by giving written notice as soon as we reasonably can.
- 4.7 The Customer must pay each invoice in full and in cleared funds within 14 days of the invoice date, to the bank account we nominate in writing, without any set-off, deduction or withholding.
- 4.8 If the Customer disputes an invoice in good faith, it must tell us in writing within 14 days of the invoice date, giving its reasons, and must pay any part of the invoice that is not disputed.
- 4.9 If an invoice is not paid on time, we may charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998. We may also suspend delivery of Goods and provision of Services under clause 16.

5. Supply of Goods

- 5.1 Goods will match the description in the Order in all material respects. IT equipment prices and availability change quickly. If we can no longer obtain the exact Goods in the Order at the price we quoted, we may supply alternatives of at least the same quality and functionality, or cancel the supply of those Goods.
- 5.2 We will tell the Customer as soon as we know that Goods need to be substituted or cancelled. If the Goods or suitable alternatives are available only at a higher price, we will ask the Customer whether it wants to go ahead at that price. We will not increase the price of Goods without the Customer's agreement.
- 5.3 If we cancel Goods that are essential to the Services, the Customer may cancel the rest of the Order for those Goods and Services by telling us within 5 Business Days of our notice. We will refund any money paid for Goods and Services not yet supplied.

6. Delivery, risk and ownership of Goods

- 6.1 Unless agreed otherwise, we will deliver Goods to the Customer's premises named in the Order by our preferred method. Delivery is at our cost unless the Order shows it as a charge.
- 6.2 The Customer must tell us within 2 Business Days of delivery about any missing items or any damage that a reasonable inspection would reveal. Otherwise the Goods are treated as delivered complete and undamaged.
- 6.3 If we cannot deliver because the Customer does not accept the Goods or gives incorrect or incomplete delivery instructions, we will try to agree a new delivery date. We may charge the Customer the extra costs this causes, including further delivery, storage, insurance and restocking costs. If no new date is agreed within 10 Business Days, we may resell or otherwise dispose of the Goods and, after deducting reasonable storage and selling costs, set the proceeds against what the Customer owes us.
- 6.4 Risk in the Goods passes to the Customer when they are unloaded at the delivery address.
- 6.5 Ownership of Goods passes to the Customer only when we have been paid for them in full. Until then the Customer must:
 - (a) store the Goods so that they are identifiable as our property, and not remove or obscure any identifying marks or packaging;
 - (b) keep the Goods in good condition and insured for their full price; and
 - (c) allow us and our agents to enter the premises where the Goods are kept to recover them if payment is overdue.
- 6.6 The Customer may use the Goods, or resell them in the ordinary course of its business, before ownership passes.

7. Warranty for Goods

- 7.1 We will pass on to the Customer the benefit of any manufacturer's or supplier's warranty for the Goods, as far as we are able to.
- 7.2 We warrant that, when delivered, the Goods will be of satisfactory quality and that we have the right to sell them (except for Goods we hire to the Customer). Where we build Goods to the Customer's specification, we also warrant that they will be free from defects in materials and workmanship for 12 months from delivery.
- 7.3 Unless the Order includes it, our time spent handling warranty claims with manufacturers is chargeable at our standard rates.
- 7.4 All other warranties are excluded, as far as the law allows.

8. Supply of Services

- 8.1 We will provide the Services with reasonable skill and care and in line with good industry practice, in all material respects as described in the Order.

- 8.2 Response times and service levels in the Order are targets unless the Order expressly says they are guaranteed and sets out what happens if they are missed.
- 8.3 Dates for delivering Goods or providing Services are estimates and time is not of the essence. We will tell the Customer about any expected delay as soon as we can and do what we reasonably can to reduce it.
- 8.4 The Customer authorises us to access its systems remotely, using secure tools such as TeamViewer, where needed to provide the Services. We will access only what we need to provide the Services.
- 8.5 We may use subcontractors to provide parts of the Services. We remain responsible for the work they do.
- 8.6 Work outside the scope of the Order is chargeable at our standard rates. Where practical, we will tell the Customer before carrying out chargeable work.

9. The Customer's responsibilities

- 9.1 The Customer must, at its own cost:
 - (a) give us and our subcontractors the access we reasonably need to its premises, people, systems and data, both physically and remotely;
 - (b) give us accurate and complete information that we reasonably ask for;
 - (c) tell anyone we send to its premises about its health and safety rules;
 - (d) obtain and keep all licences and consents it needs (including software licences), and comply with the law in how it uses its IT systems and runs its business;
 - (e) keep its equipment, including Goods we have supplied, in good working order and stored in line with the manufacturer's guidance, except equipment we host for it under the Order;
 - (f) keep passwords and other access credentials secure, use multi-factor authentication where we recommend it, and make sure its staff use its systems responsibly; and
 - (g) tell us promptly about any suspected security incident, fault or unauthorised access.
- 9.2 **Backups.** Unless the Order includes a backup service from us, the Customer is responsible for backing up its data. Where the Order includes a backup service, we will provide it as described in the Order. The Customer should check regularly that backups cover the data it needs.
- 9.3 **Recommendations.** We may recommend security, backup or other measures. If the Customer decides not to follow a recommendation, we are not responsible for problems that the recommendation was intended to prevent.
- 9.4 We are not liable for any delay or failure in providing the Services to the extent it is caused by the Customer not meeting its responsibilities in this clause.

10. Third-Party Services and software

- 10.1 Third-Party Services are provided under the provider's own terms, which the Customer agrees to when we set them up or it starts using them. We can supply copies of those terms on request.
- 10.2 We are not responsible for the availability, performance, security, outages or changes of Third-Party Services, or for the provider changing its terms or withdrawing a service. We will help the Customer deal with any such issue as part of the Services, or at our standard rates where the Order does not cover it.
- 10.3 The Customer must comply with the licence terms for any software it uses. It will indemnify us against claims, costs and losses we suffer because of its use of software in breach of those terms. This indemnity does not apply to Bespoke Software used in line with our instructions.

11. Bespoke Software and intellectual property

- 11.1 The Customer keeps ownership of its Customer Data, content, branding and other materials it gives us. It grants us a licence to use them as needed to provide the Services. The Customer confirms that our use of those materials in line with the Contract will not infringe anyone else's rights.

- 11.2 Unless the Order says that ownership will be transferred to the Customer, we own the intellectual property rights in Bespoke Software and in any tools, code and know-how we use to create it. Once the Customer has paid for the Bespoke Software in full, we grant the Customer a non-exclusive, perpetual, royalty-free licence to use it for its own business purposes. The Customer may not sell, sublicense or distribute the Bespoke Software to anyone else, except as part of a sale of the business that uses it.
- 11.3 We may reuse general know-how, techniques and non-customer-specific code in work for other customers. We will never reuse the Customer's Confidential Information or Customer Data.
- 11.4 When hosting or support of Bespoke Software ends, and provided all sums due have been paid, we will provide the Customer with an export of its Customer Data. Help with moving the Bespoke Software to another provider is chargeable at our standard rates.
- 11.5 If a third party claims that Bespoke Software, used in line with our instructions, infringes its intellectual property rights, we will, at our option and expense, change the software so that it does not infringe, obtain the right for the Customer to keep using it, or refund the price paid for it. This clause is subject to clause 14.

12. Confidentiality

- 12.1 Each party will keep confidential all information of a confidential nature that it receives from the other, including technical, commercial and security information, passwords and Customer Data (**Confidential Information**). Each party will use the other's Confidential Information only to perform the Contract and will make sure its staff and subcontractors do the same.
- 12.2 This does not apply to information that is or becomes public other than through a breach of this clause, or that must be disclosed by law, a court or a regulator.
- 12.3 This clause continues to apply after the Contract ends.

13. Data protection

- 13.1 Each party will comply with the Data Protection Legislation.
- 13.2 Where we process personal data on the Customer's behalf in providing the Services, we do so as the Customer's processor, and Schedule 1 applies.

14. Limitation of liability

- 14.1 Nothing in the Contract limits or excludes liability for:
 - (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) any other liability that cannot lawfully be limited or excluded.
- 14.2 Subject to clause 14.1, we are not liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, sales, business, contracts, anticipated savings or goodwill, or for any indirect or consequential loss.
- 14.3 Subject to clause 14.1, our liability for loss, corruption or destruction of data is limited to the reasonable cost of restoring it from the most recent backup available, whether held by us or by the Customer.
- 14.4 Subject to clause 14.1, our total liability arising under or in connection with the Contract in any 12-month period is limited to:
 - (a) for Goods, the price paid for the Goods to which the claim relates; and
 - (b) for Services, the amount set out in the Order or, if none is set out, the total charges paid or payable for the Services in that 12-month period.

- 14.5** No IT system can be made completely secure. We do not guarantee that the Services or the Customer's systems will be uninterrupted, error-free or free from malware or cyber-attack. However, this does not reduce our obligation to provide the Services with reasonable skill and care.

15. Events outside our control

- 15.1** We are not liable for any delay or failure to perform the Contract caused by events outside our reasonable control. These include fire, flood, severe weather, pandemic, industrial action, failure of power or telecommunications networks, outages of Third-Party Services, delays by our suppliers, and cyber-attacks that were not caused by our failure to take reasonable security precautions.
- 15.2** If such an event stops us providing any Services for more than 60 days, either party may end those Services by written notice.

16. Suspension

- 16.1** If any invoice is overdue, we may suspend delivery of Goods and provision of Services after giving the Customer at least 7 days' written notice. We are not liable for the effects of a suspension under this clause.
- 16.2** We may suspend access to any Service immediately if this is reasonably necessary to protect the security of the Customer's or our systems. In that case we will tell the Customer as soon as possible and restore the Service once the risk has passed.

17. Ending the contract early

- 17.1** Without affecting any other rights it has, either party may end the Contract immediately by written notice if the other party:
- (a) fails to pay any amount due and has not paid it within 21 days of being asked in writing to do so;
 - (b) commits a material breach of the Contract that cannot be remedied, or that it has not remedied within 21 days of being asked in writing to do so; or
 - (c) is unable to pay its debts as they fall due, enters into any arrangement with its creditors, has an administrator, receiver or liquidator appointed, is subject to a winding-up order or bankruptcy order, or stops or threatens to stop trading,

subject in each case to any law that restricts termination in these circumstances, including section 233B of the Insolvency Act 1986.

18. What happens when the contract ends

- 18.1** When the Contract or any Services end, for whatever reason, the Customer must pay all outstanding invoices, and we may invoice for work done and Goods supplied that have not yet been invoiced.
- 18.2** For at least 30 days after Services end, we will keep the related Customer Data available for the Customer to export, or will return it on request. This also applies where Services end because of non-payment. After that period we will delete the Customer Data, unless the law requires us to keep it. Data held by Third-Party Services is subject to the provider's own retention rules, and we will tell the Customer about these where we know of them.
- 18.3** On request we will provide reasonable help with handing over to the Customer or a new provider, including passwords, administrator access and documentation. Help beyond handing over credentials and existing documentation is chargeable at our standard rates. We will then remove our access to the Customer's systems.
- 18.4** The end of the Contract does not affect any rights or liabilities that have arisen up to that date. Clauses 4, 10.3, 11, 12, 13, 14, 18 and 19 and Schedule 1 continue to apply after the Contract ends.

19. General

- 19.1 Notices.** Notices under the Contract must be in writing and sent by email or post to the address in the Order, or to any other address a party gives for this purpose. An email notice is treated as received at the time it is sent if that is 9am to 5pm on a Business Day, and otherwise at 9am on the next Business Day.
- 19.2 Assignment.** The Customer may not assign, transfer, subcontract or otherwise deal with its rights or obligations under the Contract without our written consent. We may assign or transfer our rights and obligations under the Contract after giving the Customer written notice.
- 19.3 Waiver.** A delay or failure to exercise any right or remedy is not a waiver of it, and does not prevent it being exercised later.
- 19.4 Severance.** If any part of the Contract is found to be invalid or unenforceable, it will be modified to the minimum extent needed to make it enforceable, or otherwise removed. The rest of the Contract is not affected.
- 19.5 Relationship.** Nothing in the Contract creates a partnership or joint venture or makes either party the agent of the other.
- 19.6 Third parties.** No one other than the Customer and us has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 19.7 Changes to these terms.** We may update these terms for future Orders. For Ongoing Services, we may change these terms by giving at least 30 days' written notice. If a change is materially to the Customer's disadvantage, the Customer may end the affected Ongoing Services, without paying any early-termination charge, by giving written notice before the change takes effect.
- 19.8 Law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Schedule 1: Data processing

This Schedule applies where we process personal data on the Customer's behalf as its processor. It is intended to meet the requirements of Article 28 of the UK GDPR. Words such as **controller**, **processor**, **personal data**, **personal data breach**, **data subject** and **processing** have the meanings given in the UK GDPR.

1. Roles and instructions

- 1.1 The Customer is the controller and we are the processor of the personal data described in Annex A (**Customer Personal Data**).
- 1.2 We will process Customer Personal Data only on the Customer's documented instructions, which include the Contract and any reasonable written instructions given during the Contract, unless the law requires otherwise. In that case we will tell the Customer before processing, unless the law prevents us from doing so. We will tell the Customer immediately if we think an instruction breaks the Data Protection Legislation.
- 1.3 The Customer is responsible for having a lawful basis for the processing, for giving data subjects any required privacy information, and for making sure its instructions comply with the Data Protection Legislation.

2. Our obligations

- 2.1 We will:
 - (a) make sure that everyone we authorise to process Customer Personal Data is bound by a duty of confidentiality;
 - (b) take appropriate technical and organisational measures to protect Customer Personal Data, as required by Article 32 of the UK GDPR, including those described in Annex C;
 - (c) taking into account the nature of the processing, help the Customer respond to requests from data subjects exercising their rights;
 - (d) help the Customer meet its obligations on security, personal data breach notification, data protection impact assessments and prior consultation with the Information Commissioner;
 - (e) notify the Customer without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting Customer Personal Data, and give the Customer the information it reasonably needs to assess and report the breach;
 - (f) when the Services end, delete or return Customer Personal Data, as the Customer chooses and in line with clause 18 of the terms, unless the law requires us to keep it; and
 - (g) make available to the Customer the information it reasonably needs to show that this Schedule is being complied with, and allow and contribute to audits, including inspections, carried out by the Customer or an auditor it appoints. Audits must be on at least 30 days' notice, during business hours, at the Customer's cost, and no more than once a year, except after a personal data breach or where a regulator requires one.

3. Sub-processors

- 3.1 The Customer gives general authorisation for us to engage sub-processors. The sub-processors we use at the start of the Contract are listed in Annex B or in the Order.
- 3.2 We will give the Customer at least 14 days' written notice of any intended addition or replacement of a sub-processor. The Customer may object on reasonable data protection grounds within that period. If we cannot reasonably accommodate the objection, either party may end the affected Services without an early-termination charge.
- 3.3 We will make sure each sub-processor is bound by written data protection obligations that offer at least the same protection as this Schedule. We remain responsible to the Customer for each sub-processor's performance of those obligations.

4. International transfers

- 4.1** We will not transfer Customer Personal Data outside the UK, or allow a sub-processor to do so, unless the transfer is to a country covered by UK adequacy regulations or is protected by appropriate safeguards under the Data Protection Legislation, such as the International Data Transfer Agreement or the UK Addendum to the EU Standard Contractual Clauses.

5. Costs

- 5.1** Assistance under paragraphs 2.1(c), 2.1(d) and 2.1(g) beyond what is reasonable and routine is chargeable at our standard rates, except where it is needed because of our own breach of this Schedule.

Annex A: Details of processing

Subject matter and duration	Providing the Services described in the Order, for the duration of the Contract and the period in clause 18.2.
Nature and purpose	IT support and maintenance, remote access, hosting, backup, cloud administration, security monitoring, and the operation of Bespoke Software, as described in the Order.
Types of personal data	Names, contact details, job roles, user account details, email and file contents, and system logs. For Bespoke Software, any further data described in the Order, such as staff rotas and working hours, visitor sign-in records, photographs or vehicle registrations.
Special category data	None, unless stated in the Order.
Data subjects	The Customer's employees, contractors, customers, suppliers, visitors and other contacts.

Annex B: Sub-processors

The sub-processors below are used where they are relevant to the Services the Customer takes. Any additional sub-processors for a particular Bespoke Software system are listed in the Order.

Sub-processor	Purpose	Data location
Cloudflare, Inc.	Website and application hosting, DNS and security	Global network
Supabase, Inc.	Database and file storage for Bespoke Software	UK / EU (London)
TeamViewer Germany GmbH	Remote support sessions	European Economic Area (EEA)
Dropsuite	Microsoft 365 backup/archiving	UK / EU (London)
Dropbox, Inc.	File storage and backup, where provided by us	UK
Microsoft Ireland Operations Ltd	Microsoft 365 administration, where provided by us	UK / EU
IRONSCALES	Email Security	European Economic Area (EEA)
Avanan	Email Security	UK / EU

Sub-processor	Purpose	Data location
Amazon Web Services	Bespoke software and wifi controller	UK / EU (London)

Annex C: Security measures

We maintain the following measures, which we review and update from time to time:

- multi-factor authentication on our administrative accounts and on access to Customer systems;
- access to Customer Personal Data limited to the people who need it to provide the Services;
- encryption of data in transit, and encryption at rest where the service supports it;
- secure remote-access tools, with sessions started or approved in line with the Customer's requirements;
- timely security updates on the systems we manage; and
- backups of hosted Bespoke Software, with restores tested periodically.