MICROCARE

Terms of Business

Microcare Systems Limited

Version 1.0, November 2026

These Terms of Business apply to all products and services supplied by Microcare Systems Limited. They are made up of General Terms (Part A), Service Terms for each type of service (Part B), a Data Processing Agreement (Part C) and Residential Customer Terms (Part D). Your Order Form tells you which services you are taking.

Part A: General Terms

1. About these terms

1.1 These terms are between Microcare Systems Limited ("Microcare", "we", "us"), a company registered in England and Wales with company number 03204267, and the customer named in the Order Form ("you").

1.2 Our registered office is The Exchange, 5 Bank Street, Bury, BL9 0DN. Our trading address is Phoenix House, 100 Brierley Street, Bury, BL9 9HN.

1.3 Your contract with us is made up of: the Order Form; the Contract Summary (where we must give you one); the Service Terms in Part B for each service you take; these General Terms; and the Data Processing Agreement in Part C.

1.4 If these documents conflict, they apply in this order: the Order Form, then the Service Terms, then these General Terms. The Data Processing Agreement takes priority on anything to do with personal data.

1.5 These terms are written for business and organisation customers. If you are a residential customer (buying for personal use, not for a business), Part D also applies and overrides anything in these terms that conflicts with it.

2. Definitions

In these terms:

- "Business Day" means Monday to Friday, excluding bank and public holidays in England.
- "Charges" means the charges for the Services set out in the Order Form, our price list and these terms.
- "Communications Services" means the services in Service Terms 1, 2 and 3 (phone, connectivity and mobile). Only these services are regulated by Ofcom.
- "Contract" means the agreement described in clause 1.3.
- "Contract Summary" means the short summary of your Communications Services we give Small Business Customers and residential customers before they are bound by the Contract (clause 3.3).
- "Equipment" means any hardware or software we supply, sell, rent or maintain.
- "Minimum Term" means the minimum period for a Service stated in the Order Form.
- "Order Form" means the order or proposal you sign, listing the Services, Charges and Minimum Term.
- "Services" means the services we provide under the Contract.

- "Small Business Customer" means a business or not-for-profit customer with 10 or fewer staff (not counting volunteers), that is not a communications provider.
- "Support Hours" means 08:30 to 17:30 on Business Days.
- "Extended Cover" means support outside Support Hours that your Order Form includes: weekend cover (08:30 to 17:30 on Saturdays and Sundays) or 24/7 cover.

3. Making a contract

3.1 Our quotations are valid for 30 days unless they say otherwise.

3.2 Your signed Order Form is an offer to buy. The Contract starts when we confirm by email that we have accepted your order (usually our welcome email), or when we start providing the Services, whichever happens first.

3.3 If you are a Small Business Customer, we will give you a Contract Summary for your Communications Services before you sign the Order Form.

3.4 Each Service is a separate contract with its own Minimum Term. Ending one Service does not end the others unless we agree in writing.

3.5 We may carry out credit checks before accepting your order and while we provide the Services, and we may ask for a deposit or security if reasonable.

4. Term and renewal

4.1 Each Service starts on the date we make it available to you and continues for its Minimum Term. If you are a Small Business Customer, the Minimum Term for Communications Services will not be longer than 24 months.

4.2 At the end of the Minimum Term, each Service renews automatically for a further period of the same length, unless either of us gives written notice to end it at least 90 days before the end of the current term.

4.3 We will remind you before your Minimum Term ends. For Communications Services, if you are a Small Business Customer, we will send you an end-of-contract notice between 10 and 40 days before the Minimum Term ends, explaining what happens next and our best prices for you.

4.4 If you are a Small Business Customer, clause 4.2 does not apply to your Communications Services. After the Minimum Term they continue month to month, and you may end them at any time on one month's notice, unless you expressly agree to a new fixed term.

5. Charges and payment

5.1 You will pay the Charges set out in the Order Form. All Charges exclude VAT, which is added at the current rate.

5.2 Recurring Charges are billed monthly in advance, except equipment maintenance, which is billed annually in advance. Usage-based Charges (such as calls outside your bundle, data overage and roaming) are billed monthly in arrears.

5.3 All your Services are billed together on one invoice where possible. Invoices are sent by email.

5.4 You will pay by Direct Debit unless we agree otherwise in writing. Invoices not paid by Direct Debit are due within 14 days of the invoice date.

5.5 If you think an invoice is wrong, tell us in writing within 30 days of the invoice date, explaining why. You must pay the part of the invoice that is not in dispute by the due date.

5.6 If you do not pay on time, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, and the late payment admin fee in the Fees table. If payment is more than 14 days late, we may suspend the Services after giving you at least 7 days' written notice.

6. Price changes

6.1 We may change our Charges in line with this clause 6. We will always give you at least one month's written notice of any increase.

6.2 If you are not a Small Business Customer: once a year, with effect from 1 April, we may increase the Charges for any Service by either (a) the amount by which our suppliers have increased their charges to us for that Service, or (b) the percentage rise in the Consumer Prices Index (CPI) published in the preceding February plus 3.9%, at our choice. An increase under this clause does not give you a right to end the Contract.

6.3 If you are a Small Business Customer, for Communications Services: we may increase the Charges to reflect increases in our suppliers' charges, by giving you at least one month's written notice. You may end the affected Service without early termination charges by telling us in writing within one month of our notice. If you do, we may instead choose not to apply the increase to you. If we make that choice, we will tell you in writing, your Service will continue at your existing Charges, and your notice to end the Service will not take effect.

6.4 For Services that are not Communications Services, clause 6.2 applies to all customers.

6.5 We may change these terms by giving you at least one month's written notice. If a change is not just to your benefit, is not required by law and materially disadvantages you, you may end the affected Service without early termination charges by telling us in writing within one month of our notice. For Small Business Customers taking Communications Services, this applies to any change that is not just to your benefit and is not required by law, and you have one month from our notice to tell us.

7. What we will do

7.1 We will provide the Services with reasonable skill and care, using suitably qualified people.

7.2 We may use subcontractors, network operators and other suppliers to provide the Services. We remain responsible for the Services we provide to you.

7.3 We cannot promise that the Services will be uninterrupted or fault-free, because they depend on networks, equipment and suppliers outside our control. We will work to fix faults we are responsible for as quickly as reasonably possible.

7.4 We may need to carry out planned maintenance. Where we can, we will do this outside Support Hours and tell you in advance.

7.5 We may change the technical way we provide a Service, or change telephone numbers or IP addresses, if a regulator, supplier or the law requires it or for operational reasons. We will give you as much notice as we reasonably can.

8. What you will do

8.1 You will: give us accurate information and reasonable access to your premises, systems and staff; make sure your premises are safe and ready for installation; get any permissions needed (for example from your landlord); and tell us promptly about changes that affect the Services.

8.2 You will use the Services lawfully and not for anything fraudulent, abusive, offensive or that infringes others' rights, including spam, nuisance calls and denial-of-service attacks.

8.3 You are responsible for keeping usernames, passwords and devices secure, and for all use of the Services through your accounts, whether or not you authorised it, until you tell us of any unauthorised use.

8.4 Any equipment you connect to the Services must be suitable and safe and must not damage our or our suppliers' networks.

8.5 You are responsible for keeping backups of your own data unless backup is part of the Services we provide to you.

9. Support and service levels

9.1 Our UK helpdesk is available during Support Hours. If your Order Form includes Extended Cover, you can also contact us during the extra hours it covers, for the Services it covers.

9.2 To report a fault, call 0161 763 8802 or email servicedesk@microcare-systems.co.uk. We will log the fault and give you a ticket reference.

9.3 Any response or resolution times in the Service Terms or an Order Form are targets. We will use reasonable endeavours to meet them, but missing a target is not a breach of the Contract unless the Order Form says otherwise.

9.4 If we attend a fault that turns out not to be caused by the Services or Equipment we are responsible for, we may charge for our time at our standard rates.

10. Equipment

10.1 Equipment we provide as part of a rented or managed Service (such as routers or rented handsets) stays our property. You will look after it, keep it at your premises and return it, or let us collect it, when the Service ends. If you do not, we may charge you its replacement cost.

10.2 Equipment you buy from us is covered by Service Terms 5.

11. Suspension

11.1 We may suspend some or all of the Services: if you do not pay on time (clause 5.6); if we reasonably suspect fraud, misuse or a security risk; if you seriously breach the Contract; or if a regulator, the law or an emergency requires it.

11.2 Where we can, we will tell you before suspending a Service and restore it as soon as the reason is resolved. You must keep paying the Charges while a Service is suspended because of something you did or did not do, and we may charge the reconnection fee in the Fees table.

12. Ending the Contract

12.1 You may end a Service at the end of its Minimum Term or any renewal term by giving notice under clause 4.2 (or clause 4.4 if it applies).

12.2 If you end a Service before the end of its Minimum Term or renewal term (other than under clause 4.4, 6.3, 6.5 or 12.3), you will pay early termination charges equal to the recurring Charges for the rest of that term, less any costs we save because the Service has ended early, plus any amounts in the Service Terms and the early termination admin fee in the Fees table.

12.3 Either of us may end the Contract, or an affected Service, immediately by written notice if the other: seriously breaches the Contract and, if the breach can be fixed, does not fix it within 30 days of being asked to; or becomes insolvent, enters administration or liquidation, makes an arrangement with its creditors or stops trading.

12.4 We may end a Service on at least 3 months' written notice if our supplier stops providing it, or it becomes unlawful or impractical to provide. We will try to offer you a suitable alternative, and you will not pay early termination charges.

12.5 When a Service ends: you will pay any Charges due up to the end date; you will return any of our Equipment; we will stop using your data except as the Data Processing Agreement allows; and any clauses that are meant to continue (including clauses 13, 14, 15, 16 and 17) will continue.

13. Liability

13.1 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot legally be limited.

13.2 Neither of us is liable for: loss of profits, revenue, business, contracts, goodwill or anticipated savings; or any indirect or consequential loss.

13.3 Our total liability for Communications Services in any 12-month period is limited to: £500 for any one line, user or SIM; £1,000 for any one event or series of connected events; and £10,000 in total.

13.4 For all other Services, our total liability in any 12-month period is limited to the Charges you paid for the affected Service in the 12 months before the event that caused the claim.

13.5 If we lose or corrupt your data through our own failure to provide a backup Service properly, our liability is limited to the Charges you paid for our IT Services in the 12 months before the loss, and to the reasonable cost of restoring the data from the latest available backup. We are not liable for data loss caused by a failure of our backup platform provider's systems that we could not reasonably have prevented or detected through the monitoring we provide.

13.6 Our liability for physical damage to your property caused by our negligence is limited to £1,000,000 for any one event.

13.7 We are not liable for faults or failures caused by networks, services or equipment we do not control, by you or your users, by equipment or software we do not support, or by your failure to follow our reasonable advice.

14. Data protection

14.1 Each of us will comply with UK data protection law, including the UK GDPR and the Data Protection Act 2018.

14.2 Where we process personal data on your behalf to provide the Services, the Data Processing Agreement in Part C applies.

14.3 Our privacy policy at microcare.systems/privacy-policy/ explains how we use personal data as a controller, including for credit checks and account management.

15. Confidentiality

15.1 Each of us will keep the other's confidential information secret and only use it for the Contract. This does not apply to information that is public (other than through a breach of the Contract), that the recipient already lawfully had, or that must be disclosed by law or a regulator.

15.2 This clause continues for 3 years after the Contract ends.

16. Non-solicitation

16.1 During the Contract and for 12 months after it ends, you will not employ or engage, directly or indirectly, any of our staff who worked on your Services, without our written consent.

16.2 If you do, you will pay us a fee of £12,500 or 50% of that person's annual gross salary, whichever is greater, which reflects our reasonable costs of recruiting and training a replacement.

17. Complaints and disputes

17.1 If you are unhappy with our service, please follow our Complaints Procedure at microcare.systems/complaints-procedure/.

17.2 For Communications Services, if we have not resolved your complaint within 6 weeks, or we have sent you a letter saying we cannot resolve it (a deadlock letter), and you are eligible, you can take it to our independent dispute resolution scheme, free of charge: The Communications Ombudsman, P.O. Box 730, Warrington WA4 6WU; www.commsombudsman.org; 0330 440 1614; enquiry@commsombudsman.org. The Ombudsman accepts complaints from residential customers and from businesses with 10 or fewer employees.

17.3 Nothing in this clause stops either of us from going to court.

18. Events beyond our control

18.1 Neither of us is liable for delay or failure caused by events beyond reasonable control, such as extreme weather, fire, flood, power failure, failure of a network operator or supplier, cyber attack on a third party, war, terrorism, strikes (other than by our own staff) or government action. The affected party will tell the other and do what it reasonably can to limit the effect.

18.2 If an event like this stops a Service for more than 30 days, either of us may end that Service on written notice without early termination charges.

19. General

19.1 You may not transfer the Contract without our written consent. We may transfer it to a company that takes over all or part of our business, or subcontract under clause 7.2.

19.2 Notices may be sent by email to the contact details in the Order Form (or as later updated), or by post to the other party's address. An email notice is received when sent, unless the sender gets a delivery failure message.

19.3 The Contract is the whole agreement between us about its subject. Neither of us relies on any statement not set out in it, but this does not limit liability for fraud.

19.4 Changes to the Contract are only valid if agreed in writing by an authorised representative of each party, or made by us under clause 6 (price changes and changes to these terms), which do not need your agreement.

19.5 If any part of the Contract is found invalid, the rest stays in force.

19.6 A failure or delay in enforcing a right does not waive it.

19.7 Only the parties to the Contract can enforce it.

19.8 The Contract is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Fees

These fees apply where the Contract says so. All exclude VAT.

Fee	Amount
Early termination admin fee (per Service)	£70
Mobile SIM early termination admin fee (per SIM)	£35
Late payment admin fee	£45
Direct Debit reinstatement fee	£15
Reconnection fee after suspension	£45
Engineer visit not covered by your Services	Our standard rates at the time

Part B: Service Terms

Service Terms 1: Phone and AI voice services

These Service Terms apply to all phone services and phone systems we provide or support, including: hosted cloud phone systems (including Klowdfone); 3CX; on-premise and legacy phone systems; SIP trunks; traditional lines (PSTN, LLU and ISDN); call plans and telephone numbers; the AI receptionist; and call recording and transcription. These are Communications Services. Maintenance of phone system hardware is covered by Service Terms 6.

A. The service

1.1 We will provide the phone services set out in your Order Form, over our network or a partner network.

1.2 Some services still run over the traditional copper network (PSTN and ISDN), which Openreach is switching off by January 2027. We will tell you about any changes needed and recommend a digital alternative. For some lines, we can move them to our partner's network (PXC), which is not part of the Openreach switch-off, to keep them running for longer. PXC currently expects this to be until 2030, but the date is set by PXC and may change.

B. Telephone numbers

1.3 We will allocate telephone numbers to you as set out in the Order Form. You have the right to use them, but you do not own them and may not sell or transfer them, except by porting them to another provider.

1.4 You can port your numbers to us from another provider, and away from us to another provider, in line with Ofcom's rules. You can ask to port a number for at least one month after your Service ends.

1.5 Porting depends on the other provider and may take time. We are not responsible for delays caused by the other provider.

1.6 Porting a number away does not end your Contract with us for that number. You must still give notice under the General Terms, and early termination charges may apply.

1.7 If you move premises, we will try to keep your numbers, but this is not always possible for geographic numbers.

1.8 We do not charge you for porting your numbers to another provider.

C. Emergency calls

1.9 You can call 999 and 112 using our phone services. Internet-based phones will not work in a power cut or if your internet connection fails unless you have backup power and connectivity.

1.10 Emergency services use the address we hold for each number to locate callers. You must tell us the correct address for each number and update us if it changes, especially for users who work from home.

D. Calls and bundles

1.11 Where your Order Form includes bundled calls, they cover calls to UK geographic numbers (starting 01 and 02) and UK mobile numbers on the O2, EE, Vodafone and Three networks.

1.12 Bundled calls do not cover calls to other mobile networks (including giffgaff, Tesco Mobile, Sky Mobile, Virgin Mobile, Lebara and other virtual networks), non-geographic, premium rate, international or special service numbers. These are charged at the rates in our price list.

1.13 We classify calls by the network data available when the call is made, in line with Ofcom's number range data.

1.14 Bundled calls are for normal business use. We may contact you, change your plan or suspend the Service if usage is abnormal or suggests fraud.

E. Security and call fraud

1.15 You are responsible for the security of your phone system, handsets and user accounts, including changing default passwords. We will help with this where it is part of your Services.

1.16 You must pay for calls made through your account, including fraudulent calls, unless the fraud was caused by our failure to secure equipment or systems we manage. If we spot unusual call patterns, we may bar calls to protect you and will tell you as soon as we can.

F. AI receptionist and AI agents

1.17 Our AI services run on the Simply AI platform, which we supply through our supplier Voiceflex. The platform is owned by Simply AI Limited. As set up for you, it can answer inbound calls (and emails or messages, where included), give information from the knowledge you provide, book appointments and transfer callers.

1.18 AI is probabilistic and can produce information that is inaccurate, incomplete or biased (sometimes called "hallucinations"). The AI services are provided "as is" and "as available". We do not promise that they will be error-free or uninterrupted, that their output will be accurate or suitable for any particular purpose, or that using them will achieve any particular business result or meet any legal or regulatory requirement.

1.19 You are responsible for: the accuracy of the information and knowledge you give us to set up the AI; checking messages, bookings, transcripts and call summaries; making it clear to everyone who interacts with the AI that it is an automated AI service, and that they understand its limits; protecting callers from harm or distress that incorrect output could cause; and assessing the risks to your business of using AI. The AI must not be relied on for emergencies or for regulated advice (such as medical, legal or financial advice).

1.20 The AI voice service handles inbound calls only. It depends on your internet connection, power, the data networks and third-party AI providers, and may stop working or work less well if any of these fail.

1.21 Only your authorised users, each with their own login, may use the platform. You are responsible for what they do, for keeping logins secure and for staying within any usage limits we tell you about. You and your users must not use the AI services unlawfully or for any activity prohibited by our supplier's acceptable use rules, which we will give you on request. These include making automated outbound calls to anyone who has not agreed to receive them, reverse engineering or copying the platform, scraping data from it, and using it to build a competing product.

1.22 If you connect the AI to your calendar, CRM, email or other systems, you authorise it to read and update them as configured, and you are responsible for those systems' own terms.

1.23 As far as the law allows, you own what you put into the AI (your inputs) and what it produces for you (your outputs). Similar outputs may be produced for other customers, and we do not promise that outputs are free from third-party rights. You give us and our suppliers permission to use your data and connected systems to provide the AI services and to deal with complaints or regulatory enquiries. You confirm that you have the rights and consents needed for the data you provide, and that your use of the AI services will not infringe anyone else's rights. Any feedback or suggestions you give about the platform may be used freely by its owner.

1.24 The AI platform does not back up your data. You are responsible for keeping copies of any transcripts, recordings or other data you need.

1.25 As well as our rights under clause 11 of the General Terms, we or our suppliers may suspend the AI services without liability if there is a security incident, an emergency, a legal or regulatory requirement, essential maintenance, suspected fraud or misuse, or a risk to the networks.

1.26 If our supplier stops providing the platform, we may end the AI services at the end of the current billing period. You will not pay early termination charges, and we will help you move to an alternative where we can.

1.27 Call audio, transcripts and caller details are processed under the Data Processing Agreement. Our supplier may process data outside the UK only where the transfer is protected by UK data protection

law. Call recordings, transcripts and call logs are kept while your AI service is active and deleted when it ends. If you would like any of this data deleted sooner, tell us and we will ask our supplier to delete it. We will give you details of where the data is processed on request.

G. Call recording and transcription

1.28 Where your Services include call recording, recordings are kept for 90 days unless your Order Form says otherwise, then deleted.

1.29 You are the controller of call recordings and transcripts. You are responsible for having a lawful basis to record calls and for telling callers that calls may be recorded.

1.30 Transcriptions are produced automatically and may contain errors.

H. Ending the service

1.31 As well as the charges in clause 12.2 of the General Terms, early termination charges for phone services include 25% of your forecast call charges for the rest of the term, based on your average monthly call charges over the previous 6 months.

1.32 We supply 3CX and other phone system software licences to you. Their use is also subject to the software maker's end user licence terms, which we will give you on request.

Service Terms 2: Connectivity

These Service Terms apply to business broadband (including ADSL, FTTC, SOGEA, FTTP and LLU broadband), leased lines, static IP addresses and managed WiFi. Broadband and leased lines are Communications Services.

A. Broadband and leased lines

2.1 We will provide the connection set out in your Order Form, using the best available network at your premises.

2.2 Speeds depend on the line, distance, equipment, wiring and network traffic. Your Order Form (and, for Small Business Customers, your Contract Summary) shows your estimated speeds. These are estimates, not guarantees.

2.3 Some older broadband services (ADSL, FTTC and LLU) depend on the traditional copper network. Where these run on PXC's network, PXC currently expects them to keep working until 2030, but the date is set by PXC and may change. We will tell you in good time if a service needs to move.

2.4 Installation dates are estimates. They depend on our suppliers, surveys, access to your premises and any wayleaves or construction work.

2.5 Leased lines need a site survey. If the network provider charges for extra construction work, we will tell you before going ahead. You may cancel without charge at that point, or accept the extra charges.

2.6 If a leased line ends early, early termination charges include any construction or connection charges we have not yet recovered.

2.7 Service levels for leased lines are set out in your Order Form and reflect those of the network provider.

2.8 Static IP addresses are available on request. IP addresses remain ours and return to us when the Service ends.

2.9 Routers and other equipment we supply stay ours unless you have bought them (clause 10 of the General Terms).

B. Managed WiFi

2.10 We will design and install WiFi equipment as set out in your Order Form and manage it for the Minimum Term.

2.11 WiFi coverage and speed depend on your building, interference and the number of users. We will design for the coverage agreed but cannot guarantee it in every location.

2.12 If you offer guest WiFi, you are responsible for how it is used and for any content filtering you choose to apply. We can set up filtering on request.

Service Terms 3: Mobile

These Service Terms apply to business SIM plans, mobile data and mobile broadband. These are Communications Services. Handsets and devices you buy from us are covered by Service Terms 5.

3.1 We will provide SIMs on the network and plan set out in your Order Form. Coverage varies by location and is not guaranteed.

3.2 Usage above your allowance, calls to numbers outside your plan and roaming are charged at the rates in our price list. We will tell you when an allowance is used up and what further use costs, and you can ask us to set spending caps or bars.

3.3 You must tell us immediately if a SIM or device is lost or stolen. You are responsible for charges until you tell us, after which we will bar the SIM.

3.4 You can switch your mobile numbers to another provider using Ofcom's text-to-switch process. Clause 1.6 of Service Terms 1 also applies to mobile numbers.

3.5 SIMs must only be used in suitable unlocked devices and not in equipment that routes calls in bulk (such as SIM boxes) unless agreed in writing.

3.6 As well as the charges in clause 12.2 of the General Terms, early termination charges for mobile services include the SIM admin fee in the Fees table.

Service Terms 4: IT managed services and cyber security

These Service Terms apply to managed IT support, Microsoft 365, Microsoft Copilot, backup and disaster recovery, endpoint and email protection, Cyber Essentials support and security awareness training.

A. What's included

4.1 The Services, users, devices and sites covered are set out in your Order Form. Unless the Order Form says otherwise, the Services do not include project work (such as migrations, new installations or office moves), support for software we do not support, bespoke development, or work caused by changes you or others make without us.

4.2 We will provide remote support, and on-site visits by our engineers where reasonably needed to fix an issue, anywhere in mainland UK. On-site visits are included in all our managed IT support plans.

4.3 We may recommend upgrades or changes needed to keep your systems supported and secure. If you do not follow them, we may not be able to support the affected systems fully.

4.4 Support is for normal business use. If your use is far above what is normal for your plan, we will talk to you about a more suitable plan before making any changes to the Charges.

B. Support hours and response targets

4.5 Support is available during Support Hours. If your Order Form includes Extended Cover, Priority 1 and Priority 2 issues are also covered during the extra hours it covers.

4.6 We aim to respond to support requests within these targets. Response means an engineer has started work on the issue. Times count only during the hours your plan covers.

Priority	Example	Target response (Support Hours)	Target response (Extended Cover hours)
1: Critical	Business-wide outage or critical function	1 hour	1 hour

Priority	Example	Target response (Support Hours)	Target response (Extended Cover hours)
	unavailable		
2: High	Major impact, no workaround	2 hours	2 hours
3: Normal	Minor impact or workaround available	4 hours	Next Support Hours
4: Low	Routine changes and requests	1 Business Day	Next Support Hours

4.7 These are targets, not guarantees (clause 9.3 of the General Terms). We do not set resolution targets, because resolution depends on the issue and third parties.

C. Your responsibilities

4.8 You will: keep valid licences for all software you use; give us the access we need, including remote access; tell us before making changes to your systems or users; and follow our recommendations on backup, security, patching and upgrades.

D. Microsoft 365 and Copilot

4.9 Microsoft licences are supplied under the Microsoft Customer Agreement, which you accept when the licences are issued. Licence terms (usually monthly or annual commitments) are set by Microsoft. You can add licences at any time, but you can only reduce them when Microsoft allows.

4.10 Copilot produces AI-generated content that may be inaccurate. You are responsible for checking its output before relying on it, and for setting who in your organisation can use it and which data it can access.

E. Backup and disaster recovery

4.11 We will set up and monitor backups for the systems and data in your Order Form and act on failed backups we detect.

4.12 You are responsible for telling us what data must be backed up and for any data outside the agreed scope. We recommend a test restore at least once a year, which we will carry out on request.

4.13 Our liability for data loss is set out in clause 13.5 of the General Terms.

F. Cyber security

4.14 No security product or service can prevent every attack. Our cyber security Services reduce risk; they do not guarantee that you will not suffer a breach.

4.15 You must complete the onboarding we ask for (such as providing user details and allowing software to be installed) and keep devices supported and patched.

4.16 If we detect a security incident on systems we manage, we will tell you and help contain it. Investigation and recovery beyond the scope of your Services may be charged at our standard rates.

4.17 Where we help you prepare for Cyber Essentials, certification is awarded by an independent certification body. We cannot guarantee that you will pass.

4.18 Where we provide security awareness training, you are responsible for making sure your staff complete it.

G. When the service ends

4.19 When the Services end, we will hand over admin access, passwords and documentation for your systems, and help transfer to a new provider, within 30 days. Help beyond a normal handover may be charged at our standard rates.

Service Terms 5: Equipment sales and installation

These Service Terms apply when you buy Equipment from us, with or without installation. This includes phone systems, handsets and devices, network and WiFi hardware, CCTV, door entry and access control systems, and structured cabling.

A. Orders and payment

5.1 Once we have accepted your order, you can only cancel with our written agreement, and you must pay our reasonable costs (including Equipment ordered and work done).

5.2 Unless the Order Form says otherwise: for supply and installation, 50% of the price is due when we accept your order and the balance on completion; for supply only, 100% is due when we accept your order.

5.3 If you are paying through a finance provider, the Contract is not conditional on finance being approved. You will pay a 50% deposit within 10 Business Days of our order acceptance. If finance is not approved, you may either pay the balance another way or cancel and lose the deposit (we may refund part of it, less our costs, at our discretion).

5.4 Prices are fixed for 30 days from the quotation. If a supplier raises the cost of Equipment before delivery, we may increase the price by up to 10% with at least 7 days' notice; any larger increase needs your agreement.

B. Delivery and installation

5.5 Delivery and installation dates are estimates. We will keep you informed of any delays.

5.6 You will prepare the site as we ask, provide safe access, and tell us about anything that may affect the work, such as asbestos, hidden services or listed building restrictions. If we cannot work because the site is not ready, we may charge for the wasted visit.

5.7 Completion means the Equipment has been installed and tested and is ready for use. Equipment is accepted when it is completed, when you start using it, or 2 Business Days after completion unless you tell us in writing of a fault.

5.8 You must tell us of any missing or damaged items within 2 Business Days of delivery.

C. Ownership and risk

5.9 Risk in Equipment passes to you on delivery. Ownership passes when we have been paid in full. Until then, you will keep the Equipment safe and insured, and we may recover it if you do not pay.

D. Warranty

5.10 We warrant that Equipment we supply and our installation work will be free from defects in materials and workmanship for 12 months from completion. We will repair or replace defective items at our option.

5.11 The warranty does not cover damage from misuse, accidents, power surges, alterations by others or normal wear, or consumables such as batteries.

5.12 We pass on any manufacturer's warranties that last longer than ours.

5.13 Software supplied with Equipment is licensed on the software owner's terms.

E. CCTV

5.14 You are the controller of any footage your CCTV system records. You are responsible for: deciding where cameras point; displaying signs; carrying out any data protection impact assessment; setting retention periods; and handling requests for footage.

5.15 We will install and configure the system as agreed and advise on good practice, but CCTV cannot guarantee to prevent or detect crime.

5.16 Remote viewing needs a suitable internet connection and may rely on the manufacturer's app and cloud services, which are provided on their terms.

F. Door entry and access control

5.17 You are responsible for: your fire risk assessment and making sure the system meets fire safety requirements for your building; managing users and access credentials; and removing access for people who leave.

5.18 Access control software licences (such as Paxton) are supplied on the manufacturer's terms.

G. Structured cabling

5.19 We will install and test cabling to the standard stated in the Order Form and give you test results on request.

5.20 Cabling installed by others is not covered unless we have tested and accepted it.

Service Terms 6: Equipment maintenance

These Service Terms apply when you take a maintenance contract for Equipment listed in your Order Form, such as a phone system, CCTV or door entry system.

6.1 We will maintain the Equipment listed in your Order Form at the sites listed, in mainland UK.

6.2 All equipment maintenance is billed annually in advance.

6.3 When you report a fault, we will diagnose it remotely where possible and, if needed, arrange an engineer visit during Support Hours. We aim to attend within 2 Business Days of the fault being logged, unless your Order Form gives a different target. Visits outside Support Hours are charged at our standard rates unless your plan includes them.

6.4 We may use reconditioned parts of equivalent quality. Replaced parts become ours.

6.5 Maintenance does not cover: damage from accidents, misuse, power surges, water, fire or theft; equipment or software we do not maintain; consumables; cabling, unless listed; reprogramming or changes you request; or faults caused by changes made by others. We can do this work at our standard rates.

6.6 When we take over maintenance of Equipment installed or maintained by someone else, we will inspect it first and may charge for the inspection and any work needed to bring it into good working order.

6.7 If parts for your Equipment are no longer available, we will tell you and recommend a replacement. If you do not want to replace it, we may stop maintaining that item on 30 days' notice and refund any Charges paid in advance for the remaining period.

6.8 Please do not move the Equipment, or let anyone else alter it, without telling us first. If you do, we may need to inspect it before continuing maintenance.

6.9 Maintenance is for normal use of the Equipment. If you have an unusually high number of call-outs that turn out not to be Equipment faults, or parts replacements far above what is normal for your Equipment, we will review this with you and may agree a different plan or charge for the extra work.

Part C: Data Processing Agreement

C.1 This Agreement applies where we process personal data on your behalf to provide the Services. You are the controller and we are the processor. It forms part of the Contract.

C.2 Subject matter and duration: the personal data needed to provide the Services, for as long as we provide them and any agreed handover period.

C.3 Nature and purpose: providing, supporting and securing the Services, including hosting, backup, monitoring, call handling, call recording, transcription, AI call handling and equipment maintenance.

C.4 Types of personal data: names and contact details of your staff, customers and callers; call records, recordings and transcripts; emails and files held on systems we manage; CCTV footage we may access during maintenance; and system and access logs.

C.5 Data subjects: your staff, customers, callers, visitors and any other people whose data is held on systems we provide or manage.

Our obligations as processor

C.6 We will:

- only process the personal data on your documented instructions (which include the Contract), unless the law requires otherwise, in which case we will tell you unless the law prevents it;
- make sure our staff who handle the data are bound by confidentiality;
- keep appropriate technical and organisational security measures in place, as summarised in the Annex;
- only use sub-processors in line with clause C.7;
- help you, as reasonably needed, to respond to requests from people exercising their data protection rights;
- help you meet your obligations on security, breach notification, data protection impact assessments and consultation with the Information Commissioner;
- tell you without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting your data;
- at the end of the Services, delete or return the personal data at your choice, unless the law requires us to keep it; and
- give you the information you reasonably need to show compliance with this Agreement, and allow reasonable audits on at least 30 days' notice, no more than once a year unless a breach has occurred.

Sub-processors

C.7 You give us general authorisation to use sub-processors to provide the Services. We will give you our current list of sub-processors on request; it is confidential to you. We will tell you at least 30 days before adding or replacing a sub-processor, and you may object on reasonable data protection grounds. We will put equivalent data protection terms in place with each sub-processor and remain responsible for them.

C.8 We will only transfer personal data outside the UK where the transfer is protected by UK data protection law (for example, an adequacy regulation or the UK International Data Transfer Agreement).

Your obligations

C.9 You are responsible for having a lawful basis for the processing, giving people the information they need (including about call recording, AI call handling and CCTV), and the lawfulness of your instructions.

C.10 Each party's liability under this Agreement is subject to clause 13 of the General Terms, except where the law does not allow it to be limited.

Annex: Security measures

- Cyber Essentials certification for Microcare's own systems.
- ISO 9001 certified quality management.
- Multi-factor authentication on all admin and remote access accounts.
- Encryption of data in transit and, where supported, at rest.
- Access to customer systems limited to staff who need it, with access removed when staff leave.
- Regular patching and monitoring of systems we manage.
- Staff confidentiality obligations and security training.

Part D: Residential Customer Terms

This Part applies to residential customers and sets out where consumer law changes the business terms.

D.1 This Part applies if you are buying for personal use and not for a business. Where it conflicts with Parts A to C, this Part applies.

D.2 Cancellation: if you order away from our office (for example by phone, email or online), you can cancel within 14 days of the Contract starting without giving a reason. If you ask us to start the Services during those 14 days, you will pay for what you have used up to the point you cancel. For Equipment, the 14 days runs from delivery, and you must return it in its original condition.

D.3 Contract Summary: we will always give you a Contract Summary before you are bound by the Contract.

D.4 Minimum Term: the first Minimum Term for Communications Services will not be longer than 24 months.

D.5 After the Minimum Term, your Communications Services continue month to month and you can end them on one month's notice. Clause 4.2 does not apply to you. We will send you an end-of-contract notice as described in clause 4.3, and we will tell you about our best prices for you at least once a year.

D.6 Prices include VAT.

D.7 Price changes: clause 6.3 applies to you as if you were a Small Business Customer.

D.8 Your legal rights: nothing in these terms affects your rights under consumer law, including the right to services carried out with reasonable care and skill and to goods that are of satisfactory quality, fit for purpose and as described. We are responsible for loss you suffer that was a foreseeable result of our breach of these terms or our negligence. Clauses 13.2 to 13.7 apply to you only as far as consumer law allows.

D.9 Clause 16 (non-solicitation) does not apply to you.

D.10 Complaints: you can take an unresolved complaint to the Communications Ombudsman under clause 17.2.

D.11 Power cuts: internet-based phones do not work in a power cut. If you rely on your landline to make emergency calls (for example, you have no mobile signal at home or use a telecare alarm), please tell us and we will provide a solution, such as a battery back-up, free of charge so you can call 999 for at least one hour during a power cut.