

doetaylor Limited
Business Design Centre
52 Upper Street
London
N1 0QH

[date]

[client company name and address]

Dear [contact name],

Engagement letter for provision of managed IT services by doetaylor

Thank you for choosing to engage doetaylor to provide you with our industry-leading managed IT services. This letter sets out the basis for our engagement; please read it carefully.

1. Scope of work and our goals

1.1. We will provide you (the “Company”) with managed IT services on an ongoing basis. Initially, we will provide the following services:

1.1.1. [Insert summary of initial services to be provided]

1.2. The full description of the services to be provided is set out in the relevant product schedule(s) made available to you separately.

1.3. We may agree from time to time to provide you with additional services as described in our other product schedules, and to provide you with any hardware described in any order form.

1.4. We will aim throughout this engagement to meet the service levels described in the application product schedule.

2. Firm Personnel

2.1. [name] will be the individual responsible at doetaylor for our relationship with you and they can be contacted by email at [email].

2.2. From time to time depending on the nature of the work other persons engaged by doetaylor may be involved in the provision of the work to you. We will endeavour to ensure continuity of staff in this engagement wherever possible.

3. Our Fees

- 3.1. Our fees for providing the services set out in this letter are set out in the relevant product schedule and order form, available on our website at links that we provide to you, as subject to our Terms of Engagement. In the absence of any specific agreed costs, our fees are based on the then-current rates published on our website at doetaylor.com, which may be updated by us from time to time.
- 3.2. Unless otherwise notified to you by us, we invoice on a monthly basis in advance for our services (except our consultancy services and any aspects of our services which are metered, which are invoiced monthly in arrears). We usually invoice on or around the 17th of each month, with payment due on the 1st of the following month in advance of that month's service usage. Any third party costs, such as travel and accommodation costs, and anything reasonably required to provide the services to you will be passed on at cost. You acknowledge that we may pass on to you any changes in costs from our suppliers required to deliver our services to you.
- 3.3. Payments will be taken by direct debit from the account that you nominate. You must keep us updated with any changes to the account from which payment is to be taken. If you cancel any direct debit arrangement, in addition to any rights under our Terms of Engagement, we reserve the right to impose an additional 10% charge on top of your monthly fees.
4. What we need from you
 - 4.1. In order to provide you with the services, we will need the following support from you:
 - 4.1.1. [insert list of any specific access/people/information/documents you need]
5. Term and termination rights
 - 5.1. Our provision of the services to you will continue for at least 36 months from the date of this letter, or the date upon which your selected services go live, whichever is later. The term of the engagement shall automatically renew for further 12 month periods unless you notify us in writing of your intention to terminate the engagement no less than 90 days before the end of the then-current term.
 - 5.2. You may terminate the engagement at any time by providing us with 1 month's written notice, but you will still be liable for full payment in relation to any remaining term of the engagement.
 - 5.3. If you take on additional services during the course of the term, then such additional services shall be subject to a minimum 36 month term. Such additional services shall also be subject to the renewal and termination provisions set out in sections 5.1 and 5.2 above.
 - 5.4. You acknowledge that, if part of the services we provide to you involves us supporting and managing equipment on your behalf, if you request us to provide administrator-level access to such equipment, we will no longer be able to provide our support and management services in relation to such equipment, and any such services shall terminate if we comply with your request. You will remain responsible for any fees due for the remainder of the applicable term.
6. Applicable legal terms

6.1. This letter incorporates by reference our Terms of Engagement, enclosed with this letter, and any relevant product schedules and order forms relevant to the products and services that you choose to purchase from us. This letter, those Terms of Engagement, and the order forms and product schedules together constitute the contract for the work that we are to provide to you. In the event of a conflict between those documents, this letter shall take precedence, followed by the Terms of Engagement, followed by the product schedules and order forms.

7. Acceptance

7.1. We would be very grateful if you could confirm your acceptance of this letter, and return a signed copy to us to confirm that you agree with everything set out here. If you do not return a signed copy to us, but continue to receive and pay for our services, you will be deemed to have accepted this letter, our Terms of Engagement, the relevant product schedules, and any order forms.

7.2. We look forward to working together, and to receiving your signed copy of this letter in due course.

Yours sincerely

Sophie Clowes
Director

Signed:

By: [contact name]

On behalf of [client company name]

Date:

doetaylor – Terms of Engagement

These Terms apply to the provision of any hardware or services (Services) as described in any engagement letter signed by you (Engagement Letter) and any applicable product schedule or order form which you are deemed to have accepted by agreeing to accept the provision of the products and service described in such product schedule or order form from us.

1 Definitions

Agreement means all Engagement Letters, these Terms of Engagement, and any applicable product schedule.

Data Protection Legislation means all applicable laws and regulations regarding the processing of Personal Data and privacy in the UK, including the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any subsequent amendment, re-enactment, consolidation or replacement thereof or implementing legislation, including the General Data Protection Regulation 2016.

(The following terms used in this document have the same meaning as used in Data Protection Legislation: Data Controller, Data Processor, Data Protection Impact Assessment (DPIA), Data Subject, Data Subject Access Request, Personal Data, Personal Data Breach, Process, and Processing.)

When ‘we’ ‘us’ and ‘our’ are used in these Terms of Engagement they mean doetaylor Limited with its registered address at Hikenield House East Anton Court, Icknield Way, Andover, Hampshire, England, SP10 5RG

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You means the party that has signed an Engagement Letter for the provision of Services by Us in accordance with these Terms.

2 Provision of the Services

2.1 We will carry out the Services with all reasonable skill and care and in accordance with good industry practice. We do not warrant that your use of the Services will be uninterrupted or error-free.

2.2 The scope of our work, which you confirm is sufficient for your purposes, is set out in the Engagement Letter and any applicable product schedules. We are not obliged or required to carry out any work for you which is not set out in the Engagement Letter or any applicable product schedule. Any additions or changes to the scope of work must be agreed in writing and may be subject to additional fees. Our work will begin when we receive your signed Engagement Letter and we do not assume any responsibility before that date.

2.3 You will be solely responsible for evaluating the results of your receipt of the Services. You have sole responsibility for deciding what, if any, actions you may elect to carry out as a result of receiving the Services, and we accept no liability for your exercise of such discretion. In relation to consultancy services, we do not guarantee or warrant that such services provided by us will completely mitigate or remove any risks from your organisation, or provide any specific level of success.

2.4 We accept no responsibility for the Services to any person other than you. Any third party (including any of your group companies) who chooses to rely upon our Services shall do so entirely at their own risk.

2.5 We accept no liability for any aspect of the Services (or reliance placed upon them) which arises as a result of any incorrect or out-of-date information provided to us by you (or by any third party). We will not be obliged to verify information supplied to or obtained by us from you or any other reasonable sources.

2.6 We conduct all our business in an ethical manner, and to comply with all applicable anti-corruption and anti-slavery legislation including the Bribery Act 2010.

2.7 Time shall not be of the essence in relation to the fulfilment of any of our obligations under this Agreement. Any timetable or deadline stated in any Engagement Letter or any product schedule shall be indicative only.

2.8 You acknowledge that we may modify the scope of the Services in order to maintain or improve their quality or if required to do so in order to comply with any applicable law or regulation.

3 Fees

- 3.1 You shall pay us such fees as may be set out in any Engagement Letter or applicable product schedule or order form. All amounts are quoted exclusive of VAT which shall be added to invoices as appropriate.
- 3.2 You acknowledge that we may take full payment for any invoice raised in relation to the Services from your nominated account by direct debit. You shall not have any right of set-off for any amounts that you may claim to be owed to you by us.
- 3.3 You shall pay all amounts due to us without any deduction and/or withholding other than such amount (if any) it is required to deduct and/or withhold by law and/or upon other direction of any national authority. You shall gross up any payments to us in such circumstances to ensure that the net receipt of funds by us is the amount stated in the Engagement Letter or applicable product schedule or order form. In the event that you are required to make such deduction and/or withholding, you shall notify us before any such deduction and/or withholding is made and paid to the authority concerned and further shall at our written request, do all things in your power which may be necessary to enable or assist us to claim exemption therefrom or the application of a preferential rate under any double taxation and/or similar agreement and/or convention from time to time in force and shall provide us at the time of payment with such evidence as may be reasonably required by us as to the deduction and payment of the tax and/or of the sums withheld.
- 3.4 You shall reimburse us all third party costs properly and necessarily incurred on your behalf in the course of providing the Services.
- 3.5 If the Services include the provision of hardware to you, the risk in the hardware is with you from the point of delivery. Title to any hardware remains with us until you have paid us all amounts relating to it. We shall be entitled to retain possession of and restrict access to any hardware, regardless of ownership, until all amounts owed to us (whether in relation to the hardware or any services) have been paid in full.

3.6 In the event that any of the Services to be provided to you have not been activated to their full agreed capacity within 90 days of the commencement of provision of such Services, you agree that we may invoice you for the full agreed capacity from that point onwards even if the full capacity has not been activated.

3.7 You acknowledge that we may increase the fees set out in any Engagement Letter or applicable product schedule or order form in April each year, in line with any changes to the Consumer Price Index ("CPI"). In the event that the change to the CPI each April is negative, or below 1%, we shall increase the fees payable by 1%.

4 Your obligations

- 4.1 You shall provide us with complete, accurate and up-to-date information and access to such personnel, equipment, and facilities within your control as reasonably requested by us to enable us to provide the Services. You shall inform us of any additional information of which you become aware that may be relevant to the Services. You shall provide us with clear instructions and respond in a timely manner to any queries from us. You warrant that you have all necessary authorization (including under Data Protection Legislation in regards to Personal Data) to supply such information to us and that its provision to us does not infringe the rights of any third party.
- 4.2 You agree that during this engagement and for a period of 24 months thereafter you will not solicit for employment or hire any of our staff or personnel engaged by us who have been involved in providing Services to you, without our express written consent. If you hire any such staff or personnel in breach of this clause 4.2, you agree to pay us a sum equivalent to the annual salary of that individual.
- 4.3 You shall indemnify us, and keep us indemnified, from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with your breach of any of your obligations under this Agreement.
- 4.4 You must not use the Services to transmit any material which is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive.
- 4.5 You remain responsible for all use of the Services under your control.

5 Suppliers, sub-contractors and third party rights

- 5.1 You acknowledge and agree that we may sub-contract some or all of the Services to third parties, including other group companies in the UK and elsewhere, in which case the terms of this Agreement shall apply for their benefit. We take sole responsibility to you for Services provided by us and any sub-contractor involved in providing the Services. You agree not to bring any claims in respect of the Services, or this Agreement, against any parties other than us.
- 5.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to the terms of this Agreement or any subsequent amendment to it unless expressly confirmed otherwise in writing.
- 5.3 Some of the Services are ultimately supplied from a third party vendor. From time to time, we may refer you to work with a third party vendor directly. You acknowledge that we may receive commission for any products and services you procure directly from any such third party vendor, including after this Agreement has expired.
- 5.4 You agree that, if you work with a third party vendor to procure products and services that were previously supplied by us without having been referred to that vendor by us (or otherwise with our prior approval), then we will suffer loss and damage, and you agree to compensate us in the amount of 12 months of the fees payable to that vendor for the procured products and services, payable immediately upon the commencement of receipt of the procured products and services

6 Confidentiality and intellectual property

- 6.1 You shall not disclose any of our confidential information (including details of our processes and operating procedures) to any third party without our prior written consent, except as required by law, or any legal or regulatory authority. You must return any information to us upon request.
- 6.2 All our staff and sub-contractors are subject to confidentiality obligations in respect of information relating to our clients. We shall keep all information created or received in connection with the Services and this Agreement confidential and shall not

(without your consent) disclose it to any third party nor use it for purposes other than in connection with providing the Services and administration of our client relationships. This obligation shall not apply to information that is:

- (a) published or is in the public domain otherwise than due to a breach of this Agreement;
 - (b) lawfully known to us before commencement of the Services;
 - (c) lawfully obtained by us from a third party who is free to divulge that information;
 - (d) required to be disclosed to our professional advisors, auditors or insurers, including in the event of any litigation or complaint; or
 - (e) required to be disclosed by law, the courts or any legal or regulatory authority.
- 6.3 We may mention in our promotional materials that you are, or have been, a client of ours and the type of services provided. This will not involve disclosure of your confidential information.
 - 6.4 Some of your information may be shared with our group companies and sub-contractors on a confidential basis subject to the same level of data protection obligations as apply between you and us. This may include our insurers, auditors or legal advisers (who assist us in ensuring legal compliance and/or maintaining quality and risk). Not all of these persons may be located within the European Economic Area (EEA). Therefore, information may be transferred outside the EEA. We will ensure appropriate safeguards, as required by Data Protection Legislation, are in place before any transfer.
 - 6.5 All working papers, draft documents, file copies, internal memoranda and electronic files that we create and retain under this Agreement and in the course of providing the Services shall belong to us. All original documents provided by you shall be returned to you upon request.
 - 6.6 Ownership of intellectual property rights in material that is pre-existing or that is not prepared by us exclusively for the purposes of the Services shall be retained by us. All other intellectual property rights in any document we prepare while providing the Services shall belong to us. We hereby grant you a non-transferable licence to use such documents for

internal business purposes only.

6.7 We shall indemnify you from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by you as a result of any claim upheld by a court of competent jurisdiction that your receipt of any documents supplied by us infringes the intellectual property rights of any third party. This indemnity is subject to you not making any admission of liability or agreeing any settlement or compromise of the claim without our prior written consent. This indemnity shall not apply in relation to any product of the Services modified or used by you other than in accordance with this Agreement or our instructions.

7 Termination and suspension

7.1 A party may serve written notice to immediately terminate this Agreement (or any individual Engagement Letter or product schedule or order form) if:

- (a) the other party (i) is in material breach of this Agreement, which, if capable of remedy, has remained unresolved after 30 days from discovery of the breach; (ii) repeatedly commits breaches of its obligations; or (iii) becomes insolvent or unable to pay its debts; or
- (b) continuing the Services is likely to result in a breach of applicable law or regulation, our independence being compromised, or a conflict of interest which cannot be resolved by way of appropriate safeguards.

7.2 We may serve notice of immediate termination of this Agreement or suspension of the Services if you fail to pay any undisputed invoice in accordance with our payment terms or if we have reason to believe that you have provided us with misleading information. We may terminate this Agreement without liability to you if you decline to set up or maintain a direct debit to pay us, and we reserve the right to charge you and take payment for any remainder of the term of the services in such circumstances. Cancellation of the direct debit does not constitute notice of cancellation on termination of this Agreement.

7.3 We may suspend provision of the Services (without being liable to compensate you):

- (a) in the event of a local or national emergency.

- (b) to comply with a request from a government or other competent authority.
- (c) to protect or provide service to rescue or other essential services or otherwise.
- (d) to maintain the quality of our services.
- (e) if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you with an invoice)
- (f) if an event occurs which is beyond our reasonable control.
- (g) if you breach or threaten to breach any term of this Agreement.
- (h) if we have good reason to suspect fraudulent activity or misuse of our services.

7.4 Following termination, you acknowledge that we shall be entitled to invoice you the remaining amounts stated in the applicable Engagement Letter which have not yet been invoiced or, if the engagement is for a recurring ongoing provision of Services, a reasonable amount for any work already undertaken by us at the point of notification which has not yet been invoiced to you.

7.5 Following termination and during any period of suspension we shall owe no contractual or tortious duty to you. We shall remain entitled to recover payment of our reasonable fees and expenses incurred up to the date of termination or suspension together with interest in respect of any late payment.

7.6 No refunds of sums already paid to us shall be payable for any reason.

7.7 In the event that, following termination or expiry of this Agreement, you transfer responsibility for any of the services provided to us to another provider, then we reserve the right to charge for any technical or related support you request in relation to such transfer at our then-applicable rates. Such support is in addition to any support and maintenance fees payable to us during the term of this Agreement.

8 Limitation of liability

8.1 Our total aggregate liability to you for all claims or losses or liabilities connected with this Agreement or the Services (including but not limited to negligence and breach of contract or other duty and under any indemnity) shall be limited to the amounts paid to us by you in the 12 months preceding the date of any liability arising. Nothing

in this Agreement limits or excludes any liability, loss, damage or cost arising from fraud or dishonesty or any liability which cannot lawfully be limited or excluded.

8.2 Under no circumstances will we be liable for loss of profit, loss of revenue or opportunity, corruption of data, anticipated savings, damage to goodwill, wasted management or staff time, or any punitive or exemplary damages, or any consequential or indirect losses, whether or not the likelihood of such could have been reasonably contemplated.

8.3 If we are liable for loss under this Agreement or in respect of the Services and you have contributed to the same loss, we shall only be liable for such proportion of the loss as may reasonably be attributed to us as a just and equitable amount taking into account the contribution to the loss for which the you are responsible.

8.4 Any action (including any proceeding in a court of law) in connection with this Agreement or the Services must be brought within 2 years from the earlier of the date on which you became aware, or ought to have become aware, of the facts giving rise to the action and, in any event, within 4 years of the date of the act or omission that is alleged to have given rise to the action.

9 Data

9.1 We shall promptly notify you of any loss or damage to your data. In the event of any loss or damage to your data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavours to restore the lost or damaged data from the latest backup. We shall not be responsible for any loss, destruction, alteration or unauthorised disclosure of your data caused by any third party.

9.2 We agree that:

- (a) we shall process your Personal Data only in accordance with your written instructions and to the extent, and in such a manner, as is reasonably necessary to supply the Services in accordance with this agreement or as is required by any applicable law;
- (b) we shall ensure that each member of our personnel who has access to your Personal Data is subject to a duty of confidentiality;

(c) in respect of your Personal Data which is in the possession or under our control, we shall implement technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure;

(d) we shall not (and shall ensure that our personnel do not) publish, disclose or divulge any Personal Data to any third party, nor allow any third party to process your Personal Data on our behalf without your prior consent;

(e) we shall not transfer your Personal Data outside the European Economic Area without your consent (which you are hereby deemed to have provided) or without the adoption of appropriate safeguards to protect your Personal Data; and

(f) we shall assist you in complying with your obligations under the Data Protection Legislation, including with your obligations to respond to requests from data subjects;

(g) we shall notify you, and then provide you with cooperation, assistance and information, if you receive a complaint or other notice relating to the processing of your Personal Data under this Agreement or compliance with Data Protection Legislation;

(h) we shall notify you if we become aware of any security breach;

(i) we shall keep a written record of our processing of your Personal Data under this Agreement;

(j) we shall upon termination of this Agreement, delete or, at your option and cost, return all the Personal Data that we process on your behalf, except to the extent that, and for so long as, we are legally required to keep your Personal Data.

9.3 You authorise us on a general basis to use sub-processors for the purpose of providing the Services to you.

9.4 In connection with the engagement by us of sub-processors, we shall:

(a) if we propose to appoint any new or replacement sub-processors, notify you of the relevant change or changes and give you an opportunity to object;

(b) enter into a written contract with each sub-processor which provides equivalent protection to that stated in clause 9.2;

(c) remain liable for all acts or omissions of the sub-processors as if they were our acts or omissions.

9.5 You agree to comply with your obligations under Data

Protection Legislation in respect of the processing of your Personal Data under this Agreement and will ensure that we are lawfully permitted to process your Personal Data.

10 Complaints

10.1 If at any time you would like to discuss how our service could be improved, or if you are dissatisfied with the Services, please contact the director who is responsible for the Services. We will look into any complaint carefully and promptly.

11 Disputes

11.1 Should a dispute arise relating to this Agreement or the Services provided under it, the parties shall attempt to resolve it by discussion between their duly authorised senior management, negotiation and mediation before legal proceedings are brought.

11.2 Should we be requested or required, in any dispute to which we are not a party, to provide witness evidence, documents, information or other materials relating to the Services, you agree to be responsible for any reasonable costs that we may incur in doing so.

11.3 This Agreement shall be governed by English law. This Agreement and any dispute arising from it or the Services shall be subject to the exclusive jurisdiction of the English courts.

12 General provisions

12.1 We may use email to communicate with you and others in connection with the Services. To the fullest extent permitted by law, we accept no liability, howsoever arising, for non-delivery, inadvertent misdirection or deletion, unauthorised access to or the corruption of such emails. We cannot guarantee that all communications will be secure or free from infection.

12.2 You agree to provide us with such access to office and other facilities as may be reasonably necessary for the Services.

12.3 Any document to be served under this Agreement may be delivered by hand or sent by pre-paid first-class post, email or fax and shall be deemed to be delivered at the time of delivery by hand, two days after posting or at the date and time of transmission

or sending if sent by email or fax.

12.4 We may charge late payment fees and interest at the rate prescribed from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, or any successor legislation, on any invoices which remain unpaid after 30 days.

12.5 You agree that nothing in this Agreement shall prevent us from acting for any other clients, including your group members or your competitors, subject to our professional obligations.

12.6 No party to this Agreement shall be held responsible for any failure to fulfil its obligations if such failure has been caused by circumstances beyond its control. This includes an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under this Agreement but excluding your inability to pay or circumstances resulting in your inability to pay any fees due.

12.7 You shall not assign any rights, obligations or claims relating to this Agreement. You acknowledge that we may assign or otherwise transfer this agreement (in whole or in part) to any third party at our sole discretion.

12.8 This Agreement constitutes the entire agreement between the parties relating to the Services and all matters to which it refers. It replaces and supersedes any implied terms, previous drafts, agreements or other communication, whether made orally or in writing. In the event of conflict, the terms of the Engagement Letter shall prevail over these Terms.

12.9 This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.