

TERMS OF ENGAGEMENT

Serendipiti (IT Services) Limited

Version 2026.06



Table of Contents

Introduction..... 3

Precedence..... 3

Services 4

Support Units 4

Support Availability..... 5

Client Responsibilities 5

Remote Access & Authorisation..... 5

Cyber Security 6

Backup & Disaster Recovery..... 6

Third Party Products & Services 7

Unsupported Systems..... 7

Procurement & Supply..... 8

Monitoring & Alerting 8

Documentation & IT Inventory 8

Project Work & Scope Changes..... 8

Fair Usage & Conduct..... 9

Confidentiality & Data Protection..... 9

Payment Terms 9

Invoice Queries 9

Purchase Orders..... 9

Late Payment 10

Changes to these Terms..... 10

Limitation of Liability..... 10

Force Majeure..... 11

Informal Advice & Recommendations..... 11

Independent Contractor Status..... 11

Intellectual Property 12

Termination 12

Entire Agreement..... 12

Assignment 12

Severability..... 13

Notices 13

Terms of Engagement

IT Support & Managed Services

Version 2026.06

Company Name: Serendipiti (IT Services) Limited
Registered Office: 15 High Street, Brackley, Northamptonshire, NN13 7DH
Company Reg No: 05215060
VAT Reg No: 855 2789 82

Introduction

These Terms of Engagement govern the provision of IT support, managed services, consultancy, hardware, software and related services supplied by Serendipiti (IT Services) Limited (“the Provider”) to the Client.

By approving the Client Service Agreement, approving a quotation, instructing Serendipiti to commence work, purchasing services, or continuing to use Serendipiti's services after receipt of these Terms, the Client agrees to be bound by these Terms of Engagement.

Serendipiti operates a relationship-driven support model without long-term contractual tie-ins. These Terms exist to ensure clarity, transparency and mutual protection for both parties. These Terms should be read in conjunction with the Client Service Agreement and the applicable SLA Schedule.

Precedence

These Terms form part of the Client Service Agreement between Serendipiti and the Client.

The Agreement may also include:

- Client Service Agreement
- Accepted Quotations
- Client Service Schedule
- SLA Schedule
- Project Specifications
- Written Variations agreed by both parties

In the event of any inconsistency between these documents, the following order of precedence shall apply:

1. Client Service Agreement
2. Accepted Quotation
3. Client Service Schedule
4. SLA Schedule
5. These Terms of Engagement

Services

Services may include, but are not limited to:

- IT Support
- Remote Support
- Site Visits
- Cloud Services
- Microsoft 365 Services
- Backup Solutions
- Cyber Security Services
- Hardware & Software Supply
- Consultancy
- Network Services
- Hosted Services
- Project Work

All services are supplied on a reasonable endeavours basis unless expressly agreed otherwise in writing. Continuous, uninterrupted or error-free operation of systems or services is not guaranteed.

Support Units

One support unit equals 15 minutes of support time.

Support time includes:

- remote support
- telephone support
- diagnostics
- investigation
- project implementation
- liaison with third parties
- maintenance
- configuration
- and travel time where applicable

A minimum charge of 4 units applies to site visits.

Unused units are non-refundable but may roll over in accordance with the applicable support scheme.

Support Availability

Standard support hours are:

Monday to Friday 09:00 – 17:30 Excluding UK Bank Holidays

Out-of-hours services may be available by prior arrangement and are subject to additional charges.

Response targets are outlined within the applicable SLA Schedule and represent service goals only, not contractual guarantees.

Client Responsibilities

The Client agrees to:

- maintain supported hardware and software
- maintain valid software licensing
- ensure suitable internet connectivity and electrical supply
- maintain secure passwords and MFA where recommended
- ensure users follow reasonable cyber-security practices
- promptly report suspected security incidents
- provide accurate information regarding issues
- provide timely approvals and access
- maintain suitable insurance cover
- and cooperate reasonably with support requests

The Client acknowledges that failure to implement reasonable recommendations relating to security, backup, hardware replacement, licensing or infrastructure improvements may materially increase operational and cyber-security risk.

Where the Client declines recommendations made by Serendipiti, Serendipiti accepts no liability for incidents, failures or losses arising directly or indirectly from those decisions.

Remote Access & Authorisation

The Client authorises Serendipiti to remotely access systems, devices and services where reasonably necessary to provide support services.

The Client confirms it has authority to permit such access, including access involving employees, contractors or third-party systems.

Remote support sessions may be logged or monitored for operational, training and security purposes.

Cyber Security

Serendipiti will use commercially reasonable endeavours to improve and maintain the security of supported systems.

However:

- no IT environment can be guaranteed fully secure
- no service can guarantee prevention of cyber attack
- and malware, ransomware, phishing, data breaches and unauthorised access remain inherent risks of modern computing.

Cyber security is a shared responsibility between:

- the Client
- Serendipiti
- software vendors
- infrastructure providers
- cloud providers
- and end users

Spam filtering, antivirus, monitoring and cyber-security services reduce risk but do not eliminate risk entirely. The Client is strongly advised to maintain appropriate cyber-security and business interruption insurance.

Backup & Disaster Recovery

Backup services reduce the risk of data loss but do not eliminate it.

Unless expressly agreed otherwise in writing:

- backup verification
- retention compliance
- disaster recovery planning
- business continuity planning
- and test restoration procedures

remain the responsibility of the Client.

Serendipiti does not guarantee:

- uninterrupted backup operation
- successful restoration in all circumstances
- complete recoverability of data
- or compatibility with all future systems or applications

Hardware failures, software corruption, ransomware and user activity may result in partial or complete data loss.

Data recovery services are supplied on a reasonable endeavours basis only and successful recovery cannot be guaranteed.

The Client remains responsible for ensuring backed-up data satisfies operational, regulatory and compliance requirements.

Third Party Products & Services

Serendipiti may recommend, procure, supply or resell third-party products and services in good faith.

However, Serendipiti is not responsible for:

- third-party outages
- vendor defects
- licensing changes
- cloud interruptions
- broadband failures
- telecom failures
- manufacturer defects
- software bugs
- security vulnerabilities
- or vendor discontinuation

Any warranties relating to third-party products remain solely with the original vendor or manufacturer.

Time spent liaising with third-party providers is chargeable unless otherwise agreed.

Unsupported Systems

Serendipiti reserves the right to limit or refuse support for:

- unsupported operating systems
- end-of-life software
- obsolete hardware
- unsupported applications
- or systems considered insecure or unstable

Support provided to unsupported systems is undertaken without warranty and may carry increased operational or cyber-security risk.

Procurement & Supply

Hardware and software supplied by Serendipiti remain the property of Serendipiti until paid in full.

Delivery dates are estimates only and may be affected by supplier shortages, shipping delays or manufacturer availability.

Prices may change prior to order confirmation where supplier pricing changes occur outside our control.

Software licenses, subscriptions and opened software products may be non-refundable.

Monitoring & Alerting

Monitoring systems, automated alerts and remote management systems are provided on a reasonable endeavours basis.

Internet outages, software failures, hardware failures or third-party service interruptions may prevent alerts, monitoring data or notifications from being received.

Monitoring services reduce operational risk but do not guarantee uninterrupted visibility of all systems or incidents.

Documentation & IT Inventory

Serendipiti may maintain technical documentation, inventories, credentials and infrastructure information to support service delivery.

Such information is maintained on a best endeavours basis and may not always reflect real-time infrastructure changes.

The Client remains responsible for independently verifying critical operational information where necessary.

Credentials and sensitive information will be handled with reasonable care and may be securely deleted following termination of services.

Project Work & Scope Changes

Project quotations and schedules are based upon the information available at the time of proposal.

Additional requirements, whether requested by the Client, arising from changes in scope, third-party delays or other unforeseen technical circumstances, may result in additional charges or revised timelines.

Delays caused by lack of client access, approvals, information or cooperation may affect delivery schedules and SLA targets.

Fair Usage & Conduct

Serendipiti reserves the right to apply fair usage principles to all support schemes.

Excessive, unreasonable or abusive use of support services may result in:

- reclassification of support priority
- recommendation of additional support units
- suspension of discretionary services
- or review of the support arrangement

Serendipiti reserves the right to suspend or terminate services in cases of abusive, threatening or inappropriate behaviour toward staff or representatives.

Confidentiality & Data Protection

Both parties agree to maintain confidentiality regarding all commercially sensitive information.

Where Serendipiti processes personal data on behalf of the Client, both parties agree to comply with applicable UK GDPR and Data Protection legislation.

Payment Terms

Support units and other services are payable in advance unless otherwise agreed.

Invoices are payable within 7 days unless alternative terms are agreed in writing.

Where invoices remain overdue, Serendipiti reserves the right to:

- suspend support
 - suspend cloud or hosted services
 - suspend monitoring
 - suspend licensing renewals
 - or restrict access to services
-

Invoice Queries

Any invoice queries should be raised in writing within fourteen (14) days of the invoice date. Serendipiti will investigate all genuine queries promptly.

Purchase Orders

Where the Client requires purchase order numbers or specific billing references, these must be supplied prior to the commencement of work or the issue of the invoice.

Late Payment

Serendipiti reserves the right to charge statutory interest and reasonable recovery costs on overdue invoices in accordance with applicable UK legislation.

Changes to these Terms

Serendipiti may amend these Terms from time to time to reflect changes in legislation, technology, security best practice or the services provided.

Updated Terms will be made available to the Client and shall apply to all new services immediately and to existing services following reasonable written notice.

Continued use of Serendipiti's services following such notice shall constitute acceptance of the revised Terms.

Limitation of Liability

To the maximum extent permitted by law, Serendipiti shall not be liable for:

- loss of profits
- loss of revenue
- loss of business
- loss of reputation
- business interruption
- loss of anticipated savings
- indirect loss
- consequential loss
- cyber incidents
- ransomware
- or data loss

Serendipiti's total aggregate liability relating to any claim shall not exceed the total fees paid by the Client during the preceding 12 months.

Nothing within these Terms excludes liability for:

- fraud
 - fraudulent misrepresentation
 - death or personal injury caused by negligence
 - or liabilities which cannot legally be excluded
-

Force Majeure

Serendipiti shall not be liable for delays or failures resulting from circumstances outside reasonable control including:

- cyber attacks
 - supplier failures
 - cloud outages
 - internet outages
 - power failures
 - extreme weather
 - industrial disputes
 - acts of government
 - or acts of God
-

Informal Advice & Recommendations

Informal guidance, preliminary advice or casual recommendations provided during support interactions do not constitute formal consultancy unless expressly agreed in writing.

The Client remains responsible for evaluating the suitability of all recommendations for their operational requirements.

Independent Contractor Status

Serendipiti acts as an independent service provider and not as:

- an employee
- officer
- fiduciary
- compliance authority
- or internal department of the Client

Responsibility for operational, regulatory and commercial decisions remains solely with the Client.

Intellectual Property

Unless expressly agreed otherwise in writing, all intellectual property rights in Serendipiti's:

- documentation
- scripts
- automation
- templates
- methodologies
- technical procedures
- software tools
- and internal processes

shall remain the property of Serendipiti.

The Client is granted a perpetual, non-exclusive licence to use documentation specifically created for its own internal business purposes.

Termination

Either party may terminate services in writing at any time.

Outstanding invoices become immediately payable upon termination.

Upon termination:

- support services may cease
 - access credentials may be removed
 - hosted services may terminate
 - monitoring systems may be disabled
 - documentation handover may incur reasonable charges.
 - Any Client data held within Serendipiti-hosted systems may be securely deleted following termination in accordance with Serendipiti's data retention policies unless otherwise agreed in writing.
-

Entire Agreement

These Terms, together with any agreed quotations, schedules or SLA documents, form the entire agreement between both parties.

Assignment

Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.

Severability

If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

Notices

Any formal notice under these Terms shall be given in writing by email or post to the last known business address or nominated contact.
