

Managed Services Terms

Version 1.0 – October 2026

How these terms work. Each client signs a Service Agreement listing the services they have chosen, the charges and the Minimum Term. Part 1 of these terms applies to every managed service. Part 2 describes what each service includes. Only the services listed in the Client's Service Agreement apply.

Part 1 – General Terms

1. Definitions and Order of Precedence

- 1.1 **Supplier** means Smartsys Technology Solutions Limited (company number 16012705), trading as Smartsys Networks. **Client** means the organisation named in the Service Agreement.
- 1.2 **Service Agreement** means the order form signed by both parties listing the Services, Charges and Minimum Term. **Services** means the managed services listed in the Service Agreement and described in Part 2.
- 1.3 **Commencement Date** means the start date stated in the Service Agreement or, if none is stated, the date it is signed by both parties. **Minimum Term** means the period stated in the Service Agreement for each Service, starting on the Commencement Date.
- 1.4 **Supported Equipment** means the equipment and systems at the Client's site that are described in the Service Agreement for each Service.
- 1.5 **Business Hours** means 9am to 5pm on Business Days. **Business Day** means Monday to Friday, excluding bank holidays in England.
- 1.6 The Service Agreement, these terms and the relevant Part 2 schedules form the whole contract (the **Agreement**). If they conflict, the Service Agreement takes precedence, then Part 2, then Part 1. The Client's own purchase order or other terms do not apply.
- 1.7 These terms apply to managed services only. One-off installation and supply work is quoted separately under the Supplier's Installation & Supply Terms.

2. Provision of the Services

- 2.1 The Supplier will provide the Services from the Commencement Date with reasonable skill and care, in line with Part 2 and the Service Levels in clause 3.
- 2.2 The Supplier may install monitoring and management tools on the Supported Equipment and access it remotely. The Client must keep the internet connection available to allow this.
- 2.3 Unless a schedule in Part 2 says otherwise, the Services are not an emergency service. The Client must not rely on the Supported Equipment for life-safety or emergency purposes, and must keep suitable alternative arrangements (for example, a separate way to make emergency calls).
- 2.4 The Supplier is not responsible for services supplied by third parties, such as internet or phone providers, unless they are supplied by the Supplier under a Service Agreement. Where Part 2 says so, the Supplier will act as the Client's point of contact with those providers.

- 2.5 The Supplier may use suitably qualified subcontractors but remains responsible for their work.
- 2.6 The Supplier will take reasonable steps to keep the Supported Equipment secure, including applying security updates. No system or network can be made completely secure, and the Supplier does not guarantee that the Supported Equipment will be free from attack or interruption.
- 2.7 The Supplier may temporarily suspend or isolate any part of the Services or Supported Equipment where this is reasonably necessary to deal with a security threat, an emergency or a legal requirement. It will tell the Client as soon as practicable.
- 2.8 Where a manufacturer stops providing updates or support for any Supported Equipment, the Supplier will tell the Client and recommend a replacement. The Supplier will continue to support that equipment on a reasonable-endeavours basis only, and is not responsible for faults or security risks that arise because it cannot be updated.
- 2.9 After each planned visit, such as a health check, the Supplier will give the Client a short written report of the work carried out and any recommendations.

3. Service Levels

- 3.1 Faults and requests should be reported by phone on 0191 603 1991 or by email to connect@smartsys.uk. Priority 1 faults must be reported by phone. The Supplier will set the priority and confirm it to the Client.

Priority	Meaning	Response	Target fix
P1 – Critical	Whole site or service down, with no workaround	6 Business Hours	1 Business Day
P2 – High	Part of the service down or badly degraded	Next Business Day	2 Business Days
P3 – Normal	Single user, room or device affected, or a change request	2 Business Days	5 Business Days
P4 – Low	Minor issue or general question	3 Business Days	As agreed

- 3.2 **Response** means the Supplier has started work on the issue, remotely or on site. **Target fix** is the time within which the Supplier aims to restore the service or provide a workaround. Times run within Business Hours from when the fault is reported.
- 3.3 Fix times are targets, not guarantees. They do not apply where the fault is caused by anything excluded in clause 4 or Part 2, by a third-party service, or by the Client not providing access or information.
- 3.4 Outside Business Hours the Supplier will respond on a reasonable-endeavours basis. Work the Client asks to be carried out outside Business Hours is charged under clause 7.
- 3.5 Planned maintenance that may interrupt the Services will be carried out outside Business Hours where possible, with at least 2 Business Days' notice to the Client.
- 3.6 These service levels apply unless the relevant schedule in Part 2 sets different ones. Where it does, that schedule's service levels apply to that Service.

4. General Exclusions

- 4.1 Unless Part 2 or the Service Agreement says otherwise, the Services do not include: equipment or systems not listed as Supported Equipment; end-user devices; new installations, cabling, relocations or design changes; the cost of hardware, parts, consumables (such as batteries and fuses) or licences; or training.
- 4.2 The Services do not include fixing faults caused by accident, damage, vandalism, misuse, power failure, environmental conditions, or changes made by anyone other than the Supplier. The Supplier may charge for this work under clause 7.

5. Client Responsibilities

- 5.1 The Client will give the Supplier safe and reasonable access to the site, equipment and rooms needed to provide the Services, arranged in advance.
- 5.2 The Client will keep the Supported Equipment powered and in a suitable environment, and will not allow anyone else to change its configuration without first agreeing this with the Supplier.
- 5.3 The Client will report faults promptly, provide accurate information, and tell the Supplier about changes that affect the Services.
- 5.4 The Client authorises the Supplier to deal with the Client's third-party providers on its behalf where Part 2 requires it, and will provide the account details needed.
- 5.5 The Client will tell the Supplier about any site rules, safeguarding requirements or checks needed for people attending site. The cost of any checks required by the Client may be charged.
- 5.6 The Client is responsible for how the Supported Equipment and network are used by its staff, customers, guests, tenants, residents and any other users, and for ensuring that use is lawful.
- 5.7 The Client is responsible for backing up its own data and systems, unless backup is included in the relevant schedule.
- 5.8 The Client remains responsible for its own legal and regulatory compliance, including fire risk assessments and the fire safety of its premises. The Services are not a fire risk assessment or a compliance audit.
- 5.9 The Client will provide the passwords, codes, licences and documentation the Supplier needs to support the Supported Equipment. Where a system is taken over from another provider and these are not available, any work needed to reset or re-document it is quoted in the Service Agreement.

6. Charges and Payment

- 6.1 Recurring charges are invoiced monthly in advance from the Commencement Date. The first invoice is pro-rated. One-off charges are invoiced on completion.
- 6.2 Invoices are payable within 14 days of the invoice date by bank transfer. The Supplier is not currently VAT registered. If it becomes registered, VAT will be added to charges at the applicable rate.

- 6.3 If the Client disputes an invoice, it must tell the Supplier in writing within 14 days, giving reasons. The undisputed amount must still be paid on time. The Client may not withhold or deduct any other amount from the charges.
- 6.4 The Supplier may charge interest and fixed debt recovery costs on late payments under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.5 If an invoice is more than 30 days overdue, the Supplier may suspend non-urgent work after giving 7 days' written notice. Charges continue during any suspension.
- 6.6 The Supplier may increase recurring charges once a year, from the first anniversary of the Commencement Date, by no more than the annual rate of the Consumer Price Index (CPI), on at least 60 days' written notice.
- 6.7 Where a Service includes third-party licences, subscriptions or services, the Supplier may pass on any increase in the cost of those items on at least 30 days' written notice.

7. Additional Work and Rates

- 7.1 Work outside the Services, or visits beyond those included in the Service Agreement, is charged at the rates stated in the Service Agreement or, if none are stated, the Supplier's standard rates. Work outside Business Hours is charged at 1.5 times those rates.
- 7.2 Chargeable work will be agreed with the Client before it starts, except in an emergency where the Client has asked the Supplier to attend.
- 7.3 The Supplier will not charge for work needed to correct a fault caused by its own work or configuration.
- 7.4 A callout where no fault is found, or where the fault was caused by something excluded under clause 4, may be charged under clause 7.1.
- 7.5 The charges are based on the Supported Equipment listed in the Service Agreement. If the Client adds equipment, rooms or sites, or the Supplier finds more equipment in use than is listed, the parties will agree any change to the charges in a further Service Agreement before the additional items are supported.

8. Equipment

- 8.1 The Supported Equipment remains the Client's property and responsibility to insure.
- 8.2 Replacement or new hardware is quoted before ordering. Ownership passes to the Client when it has been paid for in full. Manufacturer warranties pass to the Client, and the Supplier will manage warranty claims during the Agreement.
- 8.3 Any equipment the Supplier lends to the Client, such as a temporary replacement, remains the Supplier's property and must be returned on request.

9. Term, Renewal and Termination

- 9.1 Each Service starts on the Commencement Date and runs for its Minimum Term.
- 9.2 At the end of the Minimum Term, each Service renews automatically for further periods of 12 months unless either party gives at least 60 days' written notice before the end of the Minimum Term or the current renewal period. The Supplier will remind the Client of the renewal date at least 90 days before it.

- 9.3 If the Client ends a Service before the end of its Minimum Term or a renewal period, other than under clause 9.4 or 9.7, the recurring charges for the rest of that period become payable. This reflects that the charges are set on the basis of the full term.
- 9.4 Either party may end the Agreement immediately by written notice if the other: (a) commits a material breach and does not put it right within 14 days of being asked to in writing; or (b) becomes insolvent, enters administration or liquidation, or stops trading.
- 9.5 The Supplier may end the Agreement by written notice if two or more invoices remain unpaid more than 30 days after their due date.
- 9.6 Services may be added during the Agreement by a further Service Agreement. Unless agreed otherwise, an added Service will end on the same date as the existing Services.
- 9.7 If the Supplier misses the P1 response time on three or more occasions in any three-month period, for reasons within its control, the Client may end the affected Service by written notice within 30 days of the third occasion, without paying the charge in clause 9.3.

10. Handover on Exit

- 10.1 When a Service ends and all invoices have been paid, the Supplier will, within 14 days: provide the Client with the network or system records and all administrator credentials it holds; and transfer the Supported Equipment out of the Supplier's management platforms.
- 10.2 Any further help the Client asks for to move to a new provider is charged under clause 7.

11. Data Protection and Confidentiality

- 11.1 Each party will comply with UK GDPR and the Data Protection Act 2018. Where the Supplier processes personal data on the Client's behalf, the Client is the controller and the Supplier is the processor.
- 11.2 As processor, the Supplier will: process personal data only on the Client's documented instructions; keep it secure; ensure its staff and subcontractors are bound by confidentiality; help the Client respond to data subject requests; tell the Client without undue delay of any personal data breach; and delete or return the data when the Services end.
- 11.3 The processing covers: **subject matter and duration** – providing the Services for the term of the Agreement; **nature and purpose** – monitoring, configuring, supporting and maintaining the Supported Equipment; **types of data** – names, contact details, device identifiers (such as MAC and IP addresses), user credentials and access or connection logs; **data subjects** – the Client's staff, customers, residents, visitors and other users.
- 11.4 The Client agrees that the Supplier may use subcontractors and the cloud management platforms of equipment manufacturers as sub-processors, under written terms giving equivalent protection. The Supplier will tell the Client of any new sub-processor, and the Client may object on reasonable grounds. The Supplier will not transfer personal data outside the UK without appropriate safeguards, and will give the Client the information reasonably needed to show compliance with this clause.

- 11.5 Each party will keep the other's confidential information private, including passwords, network details and personal information about staff, customers or other people, during the Agreement and after it ends.

12. Liability

- 12.1 Nothing in the Agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.
- 12.2 Neither party is liable for loss of profit, revenue, business, goodwill or data, or for any indirect or consequential loss.
- 12.3 The Supplier's total liability under the Agreement in any 12-month period is limited to the charges paid or payable by the Client in that period.
- 12.4 The Supplier holds public liability and professional indemnity insurance and will provide certificates on request.

13. General

- 13.1 **Events outside control.** Neither party is liable for delay or failure caused by events beyond its reasonable control, except for payment. If such an event stops a Service for more than 30 days, either party may end that Service on written notice.
- 13.2 **Changes.** Changes to a Service Agreement must be in writing and signed by both parties. The Supplier may update these terms by giving at least 30 days' written notice; until then, the version the Client signed continues to apply. If a change materially disadvantages the Client, the Client may end the affected Service by written notice before the change takes effect, without paying the charge in clause 9.3. Changes needed only to comply with law, or that do not disadvantage the Client, do not give this right.
- 13.3 **Transfer.** Neither party may transfer the Agreement without the other's written consent, which will not be unreasonably withheld.
- 13.4 **Notices.** Notices must be in writing and may be sent by email to the contacts named in the Service Agreement, or by post to the registered office.
- 13.5 **Law.** The Agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
- 13.6 **Staff.** During the Agreement and for 6 months after it ends, neither party will directly solicit any member of the other's staff who has been involved in the Services to leave their employment, without the other's written consent. General job advertisements are not affected.
- 13.7 **Severance.** If any part of the Agreement is found to be invalid or unenforceable, the rest of the Agreement continues in force.
- 13.8 **Third parties.** No one other than the Supplier and the Client has any right to enforce the Agreement.
- 13.9 **Signature.** The Service Agreement may be signed electronically, and a scanned or electronic signature is as valid as an original.

Part 2 – Service Schedules

Each schedule describes one Service. A schedule applies only when that Service is listed in the Client's Service Agreement.

Schedule A – Managed Network Infrastructure Support

A1. Supported Equipment

- A1.1 The network infrastructure listed in the Service Agreement, which may include: routers, firewalls and security gateways; 4G/5G and other backup internet routers; network controllers and management platforms; switches; wireless access points; point-to-point wireless links; data cabinets and the UPS units within them; and the existing structured cabling, patch panels and outlets.

A2. What is Included

- A2.1 **Monitoring.** Remote monitoring of the Supported Equipment and the internet connection, with alerts when a device or connection goes offline.
- A2.2 **Maintenance.** Firmware and security updates, configuration backups, and an up-to-date network record (device, location, switch port, network, and connected device where relevant).
- A2.3 **Management platform.** Management of the network controller or cloud management platform, administered by the Supplier.
- A2.4 **Firewall and security.** Managing firewall rules, port forwarding, remote access (VPN) users and security settings on the Supported Equipment.
- A2.5 **Network configuration.** Managing network separation (for example, separate networks for staff, guests, CCTV and building systems), IP addressing, DHCP and DNS settings.
- A2.6 **Wi-Fi support.** Changes to wireless network names and passwords, including when users, tenants or residents change; guest Wi-Fi settings; connecting new devices; and troubleshooting coverage and connection faults.
- A2.7 **Internet backup.** Where a backup connection is fitted, monitoring it and testing failover during planned visits.
- A2.8 **Connected devices.** Where devices such as phones, cameras or door controllers connect to or are powered by the Supported Equipment, supporting that connection and power, and identifying whether a fault lies with the network or with the device or its provider.
- A2.9 **Cabling faults.** Finding faults on the existing structured cabling. Repair, re-termination or re-certification of cabling is charged under clause 7.
- A2.10 **Provider liaison.** Acting as the Client's point of contact with its internet and phone providers when a fault lies with their service.
- A2.11 **Replacement labour.** Configuring and fitting replacement Supported Equipment. The hardware itself is charged under clause 8.2.
- A2.12 **Visits and review.** The health check visits and included callouts stated in the Service Agreement, and a yearly written review of the network's capacity, security and equipment age, with recommendations.

A3. Changes

- A3.1 Minor changes are included. A minor change is one that can be completed remotely in under one hour, such as adding a firewall rule, a VPN user or a new wireless network.
- A3.2 Larger changes, such as adding a site, redesigning the network or replacing a firewall, are quoted separately (clause 4.1).

A4. Performance

- A4.1 Wi-Fi coverage and speeds depend on the building, the number and type of devices, and the internet connection. The Supplier will investigate and advise on performance issues but does not guarantee particular coverage or speeds unless stated in the Service Agreement.

A5. What is Not Included

- A5.1 The internet or phone service itself, including numbers, call charges and the provider's own equipment, unless supplied by the Supplier under a Service Agreement.
- A5.2 Connected devices themselves, including cameras, phones, door controllers and end-user devices such as computers, tablets and TVs, unless covered by another schedule.
- A5.3 Fire alarm, intruder alarm, access control, CCTV, nurse call and other safety, security or building systems, unless covered by another schedule.
- A5.4 Servers, computers, email, software and general IT support.
- A5.5 24/7 security monitoring, penetration testing, recovery from cyber attacks, and compliance audits or certifications (such as PCI DSS or Cyber Essentials).
- A5.6 New Wi-Fi surveys, new cabling and additional equipment, which are quoted separately.

A6. Recommended Spares

- A6.1 The Supplier recommends that the Client keeps spare access points, and for larger sites a spare switch, on site, configured by the Supplier, so that a failed device can be replaced quickly.

Schedule B – Managed Access Control Support

B1. Supported Equipment

- B1.1 The access control system listed in the Service Agreement, which may include: controllers and door interface units; readers, keypads, intercoms and video door entry stations; electric locks, strikes and magnetic locks connected to the system; door contacts, exit buttons and emergency door release units; power supplies and standby batteries; and the system's management software or cloud platform.
- B1.2 Gates, barriers and turnstiles are covered only where listed in the Service Agreement. In that case the Supplier supports their connection to the access control system; their motors, drives and mechanical parts are not covered unless the Service Agreement says so.

B2. What is Included

- B2.1 **Monitoring.** Where the system supports it, remote monitoring of controllers and readers, with alerts when a device goes offline.
- B2.2 **Updates.** Firmware and software updates for the Supported Equipment and management platform, where released by the manufacturer and covered by any required licence.
- B2.3 **User administration.** Adding, changing and removing users, credentials (such as cards, fobs, mobile credentials and PINs), access levels, door schedules and holiday calendars, on request from an Authorised Contact.
- B2.4 **Administrator accounts.** Managing the Client's administrator logins to the management platform, and a short walkthrough of day-to-day tasks when the Client's responsible person changes.
- B2.5 **Integrations.** Supporting links between the access control system and other systems (such as CCTV, intruder alarm, fire alarm interface or the network) that were set up by the Supplier.
- B2.6 **Backups.** Regular backups of the system configuration and user database.
- B2.7 **Reports and help.** Telephone and remote help for the Client's staff using the system, and event or access log reports on request.
- B2.8 **Planned maintenance visits.** The number of visits stated in the Service Agreement. Each visit includes, where fitted: checking controllers and their communications; testing readers, keypads and intercoms; checking locks, strikes and magnetic locks for operation, alignment and holding; testing door contacts, exit buttons and emergency door release units; testing door release on the fire alarm signal, with the Client's fire alarm provider where needed; testing lockdown functions; checking power supplies and testing standby batteries; checking system time, firmware levels and backups; and a written report under clause 2.9.
- B2.9 **Fault repair.** Diagnosing and repairing faults in the Supported Equipment, remotely or during the included callouts stated in the Service Agreement. Parts are charged under clause 8.2.
- B2.10 **Replacement labour.** Configuring and fitting replacement Supported Equipment. The hardware itself is charged under clause 8.2.

- B2.11 **Yearly review.** A yearly written review of the system covering equipment age, battery replacement dates and credential security (for example, whether older proximity cards should be replaced with encrypted credentials), with recommendations.

B3. Changes

- B3.1 Minor changes are included, such as changing door schedules, holiday calendars, access levels and door open times.
- B3.2 Larger changes, such as adding doors or readers, adding integrations, re-credentialing the whole site or re-programming the system for a new layout, are quoted separately (clause 4.1).

B4. Security, Safety and Standards

- B4.1 An access control system reduces the risk of unauthorised entry but cannot prevent it in every case. The Supplier is not responsible for entry gained with credentials that users have shared, lent or allowed to be copied. The Client should keep its own security measures and insurance, and any liability of the Supplier is subject to clause 12.
- B4.2 Whether each door releases (fail-safe) or stays locked (fail-secure) when power is lost or the fire alarm operates is a decision for the Client under its fire risk assessment. The Supplier will not change this setting on any escape route without the Client's written instruction.
- B4.3 During a power failure, doors behave according to their fail-safe or fail-secure setting and the condition of the standby batteries.
- B4.4 Maintenance is carried out in line with the manufacturer's guidance and good industry practice. It is not NSI or SSAIB certified maintenance unless the Service Agreement says so.

B5. What is Not Included

- B5.1 Doors and door hardware not listed as Supported Equipment, including door leaves, frames, hinges, closers, handles, mechanical locks, panic hardware and automatic door operators.
- B5.2 The fire alarm system itself, and fire door inspection or certification. The Supplier tests only that the access control system releases doors when it receives the fire alarm signal.
- B5.3 Credentials (cards and fobs), batteries and other consumables, and manufacturer software or cloud licences. These are charged under clauses 4.1, 6.7 and 8.2.
- B5.4 Faults in the network or internet connection the system relies on, unless the network is supported under Schedule A.
- B5.5 Integrations set up by others, and links to third-party systems such as HR, visitor management or building management systems.
- B5.6 Keyholding, alarm response, guarding or attending site to let people in or out.
- B5.7 Faults caused by forced entry, doors being propped or wedged open, or other misuse (clause 4.2).

B6. Service Levels

B6.1 Under clause 3.6, the following service levels apply to this Service instead of those in clause 3.

Priority	Meaning	Response	Target fix
P1 – Critical	An external or secure door cannot be locked or will not open, or the whole system is down, with no workaround	6 Business Hours	1 Business Day
P2 – High	A single door or reader is not working, but a workaround (such as a key override) is available	Next Business Day	2 Business Days
Urgent removal	Removing access for a leaver or a lost or stolen credential	Same Business Day if reported before 2pm, otherwise next Business Day	Same as response
P3 – Normal	Adding or changing users, access levels or schedules	2 Business Days	2 Business Days
P4 – Low	Minor issue, report request or general question	3 Business Days	As agreed

B6.2 Clauses 3.2 to 3.5 apply to these service levels.

B6.3 If the Service Agreement includes out-of-hours emergency cover, the Supplier will respond to P1 faults outside Business Hours within the time, and at the charges, stated in the Service Agreement. Otherwise clause 3.4 applies.

B7. Client Responsibilities for this Service

B7.1 The Client will name one or more **Authorised Contacts** in writing. The Supplier will act on requests to add, change or remove users and access only from an Authorised Contact, and may verify a request before acting on it.

B7.2 The Client will tell the Supplier promptly about leavers and lost or stolen credentials, and will remove access itself where it has been given the means to do so.

B7.3 The Client will keep mechanical key overrides and emergency door release units available and working, and will not rely on the access control system as the only way to leave the building in an emergency.

B7.4 The Client is responsible for ensuring that its door locking and release arrangements meet its fire risk assessment (clause 5.8), and will arrange access to its fire alarm provider where a release test needs it.

B7.5 The Client will tell the Supplier in advance of any planned power shutdown or electrical work that may affect the system.

B7.6 The Client is the controller of the user and access log data held in the system and decides how long it is kept. The Supplier processes it under clause 11.

B8. Recommended Spares

- B8.1 The Supplier recommends that the Client keeps a stock of spare credentials and, for larger systems, a spare reader and standby battery on site.