



Terms of Business - ToB

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BUSINESS GUYS I.T. – We Run Your IT, You Run Your Business

Email: hello@businessguysit.com | Web: www.businessguysit.com | Tel: 01782 479 005

9 Brindley Court, Lymedale Business Park, Dalewood Road, Newcastle-under-Lyme, Staffordshire, ST5 9QA

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Terms of Business

These are the Terms of Business - ToB of doing business with Business Guys IT limited

Company registration # 07681552

V.A.T Registration # GB 120176556

Information Commissioner's Office Reg # ZA296444

- This document is superseded by any versions of our ToB on our website or previous named Terms & Conditions.
- Accepting a quote from us, doing business with us, taking our renewal services via us, etc constitutes acceptance of these ToB & forms a contract between us.

Your use of the Business Guys IT services is governed by the following ToB. Please read them carefully. They do not affect your statutory rights. You should always check the website at <https://businessguysit.com/legal/> for any changes to the terms of business & our GDPR policy.

This terms of business should be viewed in tandem with our Data Protection Act 2018 UK GDPR Policy which is contained later in this document as per the table of contents above.

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Our Agreement

The terms below are important and set out our obligations to you and what you are agreeing to.

In these ToB, references to "we", "us", "Business Guys IT" and "BGIT" are to Business Guys IT Limited.

If you have any problems we would recommend you e-mail us at hello@businessguysit.com however if you prefer to write we can be contacted at the address in the footer.

Our Pricing

Our standard work rate is £70 per hour + VAT, the minimum being 1 hour, this can vary depending on your location (this will have been outlined separately). For remote support we have a 30 minute minimum charge.

Project work is often done on a fixed cost basis so everyone knows what the costs will be for a set piece of work as long as the project spec does not change.

Our managed services & software licences are priced individually to the client.

Payment Methods

We accept the following payment methods

- ➔ Direct Debit for invoices due (preferred method)
- ➔ Bank Transfer
- ➔ Debit / Credit Card (surcharge of 2.5% per payment, B2B payments)

We do not accept

- ➔ Cash
- ➔ Cheques

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Payment Terms

Payment terms for new clients are negotiated on a case by case basis, with advanced payments often being required.

Once some trading history has been established we look to offer terms under 14 days. Any application for credit terms will be considered on a case by case basis with terms to be agreed between the parties and reviewed on a regular (monthly) basis

Larger projects & installation terms can be arranged separately.

Deposits and pre-payment

For certain IT projects / clients deposits may be required, if you are issued with a deposit invoice items on that invoice are 100% non refundable and no refunds will be made.

Custom Order Items

Any items that have been custom ordered (order in specifically for you as a client) are 100% non refundable. IT hardware and software that is bespoke is ordered specifically for you to ensure that you are getting the best equipment for your business. As a result all the items sold by us are non refundable.

Purchasing

Any purchase order that has been received by Business Guys IT and has been actioned will be charged and payable on all items, software, hardware & services. There is no cooling off period for purchase orders that have been received via telephone, email or any other method.

Once we have received and confirmed your purchase order a binding contract will be in force between us. A "purchase order" is any means to which you place an order with us.

Credit Control

Our accounts system sends automated payment reminders prior to the invoice falling due. If for any reason an invoice falls overdue we have automated reminders to chase up payment of the invoice. For further non-payment stricter methods are in place should they become necessary.

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Our accounts email address is hello@businessguysit.com

Without prejudice to any other right or remedy, if the you fail to pay the on the Due Date:

1. You will pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. We may choose to charge statutory interest due. You will pay the interest together with the overdue amount; and
2. We may suspend Services until payment has been made in full. See Suspension & / or Termination section below.

All sums payable under this Contract shall become due immediately on its termination, despite any other provision.

All amounts due under this Contract shall be paid in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

Subscription Agreements & Repeating Invoices

For repeating services such as Managed IT Services, Microsoft Office 365, Online Backup etc. these invoices need to be settled before or on the due date. If for whatever reason the invoice is not paid by the due date we will be unable to provide you with the products / services on that invoice.

Please refer to the terms on your repeating invoice for the latest advice & guidance.

We offer both monthly and annual subscription services, depending on the service and whether it is one of our services we provide or one via a partner such as Microsoft, Google, Dropbox, etc.

1. Monthly subscriptions are invoiced and paid monthly in advance. These agreements may be cancelled with 28 days written notice that the subscription will not continue the following month, so 1 months notice. Any admin costs, as detailed below will be made clear in writing on receipt of your amendment, cancellation or transfer request notice. We place detailed information on our repeat invoices to make things as transparent as possible.
2. Annual Yearly (12 monthly) subscriptions are payable annually and cannot be cancelled before the end of the 12 month period. You will receive a renewal notice and invoice at least 28 days prior to

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the renewal date of your subscription. If you do not wish to renew your subscription or any part of the subscription for the following 12 months you should send notice in writing within 28 days of receiving the renewal notice. We will then either amend the invoice and re-issue it or issue a credit note. Any cancellation, amendment or transfer costs will be made clear to you in writing before we carry them out to ensure that you are fully aware of all costs payable. We place detailed information on our repeat invoices to make things as transparent as possible. If an annual subscription is cancelled at any point during it's term then the remaining period would be forfeited.

- Please refer to the terms on your repeating invoice for the latest advice & guidance.

Suspension & / or Termination

Business Guys I.T. reserve the right to suspend all services if payment of sums due is not made by the due date

Depending on the service you receive from us this could result in your email, calendar, cloud storage, office apps, teams, AutoCad, G suite, website hosting etc and other services being suspended and ceasing to function.

We do not take suspensions lightly and know that this will harm your business. With this in mind we may decide not to suspend your services and will renew as a gesture of goodwill, however if payment is not received then we will pursue payment via our nominated debt collection agency for the full invoice amount of your renewable services and all allowable costs.

Business Guys I.T. will not be responsible for the loss of any data that is held on any server or with its service providers and we will advise that the backup of all essential information is carried out regularly. We place detailed information on our repeat invoices to make things as transparent as possible.

We may terminate the services and hardware immediately by giving written notice to the other party if that other party:

1. Does not pay any sum due to it under the invoice within 5 days of the due date for payment;
2. Causes the working area to become unsafe due to negligence or actions, including harassment by the Customer and/or other persons visiting the site;
3. Fails to provide information in a timely manner by a person competent or qualified to do so;
4. Brings other contractors onto the site without prior agreement;

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5. Commits a material breach of the Contract which, if capable of remedy, it fails to remedy within 28 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
6. Persistently breaches terms of business;
7. Is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
8. Is a company over any of whose assets or property a receiver is appointed;
9. Makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
10. If an individual or firm has a bankruptcy order made against it or (if a company) goes into liquidation;
11. Undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); or
12. If an individual dies or as a result of illness or incapacity becomes incapable of managing his or her own affairs.

Consequences of Termination

On termination or expiry of this Contract:

1. You will immediately pay to us all of outstanding unpaid invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, we may submit an invoice, which shall be payable immediately on receipt;
2. You will, within a reasonable time, return any hardware which remains our property. Until they have been returned or repossessed, the you shall be solely responsible for their safe keeping.
3. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

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4. All goods remain the property of Business Guys I.T. Limited until payment has been made in full, goods are not transferable.

Other than as set out in the Contract, neither party shall have any further obligation to the other under the Contract after its termination.

Amendment and Transfer Out Policy

We don't like to say goodbye to our clients but sometimes it happens, if that does, we have to charge a admin fee relative to the amount of time it takes us to release or transfer your services back to you.

Our minimum admin fee is £70 + vat, where the account is being transferred outside Business Guys IT to another support provider all work carried out prior to administration shall be charged at our hourly rate plus VAT. We will quote for this work at the time of you submitting your amendment, cancellation or transfer request.

Service Visit Requirements

IMPORTANT: You are responsible for ensuring that all data and information on your device or other hardware is saved and appropriately backed up before we access your system. We will not be responsible for any loss of data, information or records.

If you book an In-Home or business service appointment we will need the following at the time of appointment:

1. An adult (over 18 yrs of age) who has a basic knowledge of the service required or any problems encountered must be present;
2. Access to the area and equipment being serviced and the electricity mains, plus light and power;
3. Your agreement to follow our reasonable instructions;
4. In addition to the above requirements, if we will be working on your device we will need a person with administrator level access present or reachable remotely.
5. Your device system should have Microsoft Windows XP or Mac OS Snow Leopard later operating systems, if you do not have these our Business Guys IT will still try and complete the requested

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service but as earlier systems are not supported by the licensee chances of a successful resolution may be limited.

6. If your software is, or appears to be, unlicensed we reserve to right to stop any service or installation work until a license has been given or purchased. The Business Guys IT service charge would still apply as the work could not be completed on legal grounds.

If you do not comply with the above requirements and we are unable to fix your device they will be a charge for re-attendance of a service.

Booking Service Slots

If you wish to make an appointment for our service(s), you can do so by calling 01782 479 005 or E-mailing supportdesk@businessguysit.com . Appointments for an engineer to visit your business or work remotely can be made for a specific day and time, 7 days a week. We reserve the right to charge higher amounts for evening & weekend work.

The date of the appointment slot for your Business Guys service visit will be confirmed either via E-mail or verbally at the time of booking.

Covid 19 Procedures for on-site visits

Please visit our legal page on our website for the latest advice on our Covid-19 protocols & what we expect of our clients when we undertake a on-site visit. <https://businessguysit.com/legal/>

Cancelling or Changing an Appointment

Sometimes it may be necessary to re-schedule an appointment due to factors beyond our control. If it is necessary to do this, we will telephone you to try to re-schedule another appointment as soon as reasonably possible at a mutually convenient time. In the unlikely event we do have to reschedule an appointment at any time you may cancel your order and no funds will be due.

We may need to arrange a repeat visit in order to fix a problem or finish an installation. All charges will be thoroughly explained and agreed upon before any additional visits or equipment is ordered.

You may cancel or make a change to a home appointment at any time before 4.00pm the day before the appointment date. Cancellations made before 4.00pm on the day prior to the appointment will

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not be chargeable. If you cancel or change an appointment after this time we will do our best to re-arrange our schedules and give you the next available appointment.

Service cancellations can be made by contact us using the details above.

Appointment changes can be made by contact us using the details above.

Cancellations for remote services (those services for which a Business Guy assists you but is not present, for example over the phone or an internet connection) may be made before use of the service commences, a cancellation fee will apply and all hardware, software, licenses, etc. purchased for the piece of work will still be chargeable.

Missed Appointments

If you are unable to keep a service appointment or there is no adult present at the address specified during booking when the Business Guys IT arrives then we will contact you to re-arrange an appointment. If you are out at the agreed appointment time and subsequently cancel your service order with the Business Guys IT we may charge a additional 20% of the charges to cover our cancellation costs.

Remote Support

Some of the devices we provide have our remote software pre-installed, we will only EVER access your device when you have asked us to.

In the terms of our work we install our remote software so we can support your business remotely when we need to and with your permission.

We log remote sessions and our remote software is protected by 2-step verification.

You have the option to add a password / pin to the password as an extra later for your security. Just please let us know if you want to add this so we can show you.

If you don't want it on at all let us know and we will remove it, be aware that we will be unable to assist your business remotely.

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Warranty

Business Guys IT services have no warranty other than the manufacturer's warranty on parts and equipment. If there is a recurrence of the same problem we had fixed or any fault which is connected to the service provided we will either try again to fix the problem at no extra charge. This service is totally at the discretion of the Business Guys IT and they will investigate and make a judgement call based on the individual case. Examples of where an extra charge would apply is where there is an intermittent software or hardware fault, new software / hardware has been installed / changed by the client after a Business Guys IT visit. In order to qualify for a no fee warranty visit the fault must be same as the fault fixed as recorded on the invoice of work carried out, if this is not the case and a Business Guys IT attends an appointment that would be chargeable.

In the unlikely event that we cannot fix the problem, a 20% charge of the callout fee will apply to cover travel costs. This excludes faults caused by the failure of other components after the repair has taken place, or by faults caused through the incorrect use of software or downloaded material, or by faults arising from accidental damage or incorrect use of the product.

Anything that is not charged as our time, for example cables, monitors, desktops, tablets, servers, etc the warranty is strictly with the manufacturer and not Business Guys IT Limited. Any claim must be made to the manufacturer directly and will not involve Business Guys IT Limited. All equipment must be returned to Business Guys IT Limited offices in order for a warranty claim to take place.

Software Licenses

Any software patches, upgrades or fixes applied to your system by the Business Guys IT during either our managed services, a Remote Service or Business appointment, are licensed to you by us or the relevant third party licensors for your own reasonable personal and non-commercial use only unless otherwise stated. You may not supply such software to anyone else. The licensor retains all copyright and other intellectual property rights in such software.

Liability Exclusions

We may not have specific knowledge of your device and its configuration. Whilst we will use our best efforts to minimise disruption to your system, we cannot be responsible for any unforeseen consequences of our services.

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Our services may affect manufacturer warranty validity. It is your responsibility to assess the effect of our services on any manufacturer's warranty and take appropriate action.

1. We cannot be responsible or liable to you in relation to any service regarding:
2. Any loss or corruption of data, information or records.
3. Any loss of goodwill, or any loss of (or interruption to) business or contracts.
4. Any failure by you to follow our reasonable advice, recommendations or instructions.
5. Any losses you may suffer arising from your use of (or failure to use) any anti-virus software; and any loss that is not reasonably foreseeable.

Information We Require and Use of Information

We will ask you for certain details which we require to perform the service. This includes address and contact telephone numbers able to accept incoming calls and an e-mail address.

We may record your conversations with our Business Guys IT for training or records purposes. Your data protection and privacy rights regarding other information we may collect are set out in our Privacy Policy.

Audio/Visual Policies

Closed Circuit Television Systems (CCTV).

We operate a digital CCTV system within our premises. We understand the CCTV cameras record personal data of individuals within the premises and can therefore be the subject of a Data Access Request.

We do not use covert CCTV recording equipment. Employees and visitors to the premises are informed of the CCTV activity by virtue of this privacy policy and the use of signs in the premises.

A Legitimate Interests Assessment was conducted by us. The full text of the test is reproduced in Appendix A. The conclusions of the test are as follows:

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Consequently, it was decided that there was no infringement of the GDPR for the use of the CCTV equipment and the legal basis for their use was established as being in the Legitimate Interests of Business Guys IT Ltd for the following purposes:

- 1) To protect their business premises.
- 2) The safety of their employees and visitors to the premises.
- 3) To assist lawful authorities in the prevention and detection of crime.

Video Conferencing Applications

We use 3rd party proprietary video conferencing facilities within our business activity, which are able to record the conversations and presentations which occur during their use.

We understand that the participants of these conversations should be made aware that we are processing their Personal Data.

Where Video conferencing conversations are recorded and kept by us this data may be subject of a Data subject access Request.

We do not generally record and keep the conversations but when we do so the data and its security will be in dealt with in accordance with this Privacy policy.

A Legitimate Interests Assessment was conducted by us. The full text of the test is reproduced in Appendix B. The conclusions of the test are as follows:.

The Legitimate Interest Assessment Test determined the following:

1. Following the assessment, it was decided that there was no infringement of the GDPR or the rights of the individual participants in our use of a Video Conferencing Application.
2. The legal basis for its use was established as being in our Legitimate Interests for the following purposes:
3. To facilitate efficient video and telecommunications.
4. To protect the safety of our employees and participants on the call from unnecessary real world travelling.
5. To support our primary business objectives.

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Video Conferencing Policy

General

1. This Policy has been established in accordance with the determinations of our Data Audit and the published guidance of the UK National Cyber Security Centre. (NCSC) on Video Conferencing and Cloud security.
2. We will only use the Video Conferencing Application Platforms (the Platform) which are from time to time approved by the Directors.
3. The Security and Privacy settings on the Platform will be checked and adjusted to ensure the safety of participants to the call.
4. The choice of platform will be reviewed at least annually during the Privacy review or sooner if issues are reported to the nominated Data Contact.

Phishing

1. We are aware of the practice of Phishing during video conference calls. Phishing may be defined as follows: 'Phishing is the fraudulent attempt to obtain sensitive information such as usernames, passwords and credit card details by disguising oneself as a trustworthy entity in an electronic communication.'
2. Caution will be used when engaged in video conference calling especially in the use of any 'Live Chat' features to reduce the opportunities for Phishing.
3. Participants will not be allowed to share external links during the call without the express permission of the Moderator.
4. All Participants will be warned regarding the dangers of Phishing, clicking unknown links etc at the commencement of a call.

The Platform

1. The Video Conference Platform will be approved by the Management before use.
2. The latest software version must be checked for and downloaded prior to each use of the platform.



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3. Consideration will be given to any 'paid for' version of the Platform if such a version exists and if it provides greater security and Privacy for the participants.

APPENDIX A:-

Legitimate Interests Assessment Test – CCTV

PURPOSE TEST

- 1) Business Guys IT Ltd wish to use CCTV cameras in their business operations .
- 2) Use of CCTV will enable photographic evidence of the interaction with individuals to be captured.
- 3) Lawful authorities such as the Police and Health & Safety investigators would benefit from the recordings in the event of an incident.
- 4) The CCTV system will be operated in line with the industry guidelines set out in the CCTV & BWV code of practice promulgated by the ICO.
- 5) The CCTV cameras are clearly visible.
- 6) The operation of the CCTV cameras is Signposted.
- 7) The CCTV cameras will not be used in a way which could create any ethical issues such as public decency.

NECESSITY TEST

- 1) Video recording during the business activity of a Business Guys IT is considered a useful and necessary activity to record the activity and evidence both conversations and actions by both Business Guys IT and the individuals encountered.
- 2) Video recording in this way can only be achieved using a CCTV system.
- 3) Using a CCTV system is a proportionate and unobtrusive response to the situation.

BALANCING TEST

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- 1) The CCTV cameras will only be used as necessary.
- 2) The cameras are short range and do not focus widely on individuals or premises other than those in the immediate vicinity of the operative concerned. Therefore, the equipment is used in the manner that would, objectively be expected.
- 3) The CCTV data is not constantly monitored by personnel and is only used in a reactive manner should an incident or a complaint occur.
- 4) The recordings are held digitally, password protected, accessible only by trained and approved staff members and kept for no longer than 3 months.
- 5) The use of the CCTV system does not impact the Data Subject or their rights and freedoms in a negative way.
- 6) We do not generally expect anyone to object to the processing of their data in this way as the recordings provide proof of the actions taken and the words spoken. However, we recognise that CCTV data can form the basis of a Subject Access Request which can be made to us under our Policy in Section 9 of this document should a data subject have any concerns.

Consequently, it was decided that there was no infringement of the GDPR for the use of CCTV recording equipment and the legal basis for their use was established as being in the Legitimate Interests of Business Guys IT Ltd for the following purposes:

- 1) To protect and demonstrate their business activity by gathering accurate evidence of professional activity.
- 2) The safety of their employees and 3rd Party Data Processors.
- 3) To assist lawful authorities in the prevention and detection of crime.

APPENDIX B:-

Legitimate Interests Assessment Test – Video Conferencing.



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1. THE PURPOSE TEST

- 1.1 In the course of our primary business activity we will gather Personal Data due to the use of Video Conferencing applications.
- 1.2 We wish to use Video Conferencing applications to facilitate efficient and speedy communications between interested parties engaged upon or connected to our business activity. These parties are often in disparate locations which makes direct communication without using technology virtually impossible.
- 1.3 We derive a substantial benefit in terms of a reduction in time spent travelling using a video conferencing platform.
- 1.4 The video conferencing platform is a 3rd party proprietary application which is publicly available and confirms to the prevailing Privacy regulations in and of itself.
- 1.5 Our use of the Platform will be within the manufacturer's suggested operating procedures.
- 1.6 If we did not process the data by video conferencing the alternative would be to use traditional telecommunications which has fewer features and is not satisfactory in terms of content delivery when visual images are required.
- 1.7 We are compliant with the UK Government's National Cyber Security Centre (NCSC) guidelines for Video Conferencing and we maintain a high level of data privacy standards including Data Processing agreements where necessary with our primary business partners.
- 1.8 We will not always record the video conference call but if we do, any Personal Data processed will not be of the kind to cause any ethical issues and will be dealt with in line with our robust and fully operational GDPR privacy policies and systems.

2. THE NECESSITY TEST

- 2.1 Video Conferencing and the use of images both of the participants and with reference to non Personal Data information such as charts, graphs, photographs etc is the only way to achieve the purpose and transmit the information necessary for the successful completion of the agenda of the call.
- 2.2 The use of Video Conference calling is a proportionate methodology to fulfil our communication needs.

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2.3 Multiple location communication is not possible without some form of technology and the transmission of information, especially graphical and photographic information is not possible using traditional telecommunications.

3. THE BALANCING TEST

3.1 Receiving and processing Personal Data during Video Conference calling is a well established medium for the transference of data.

3.2 All participants on the call will have received notification that we will be processing their data.

3.3 All participants in the call will have opted in to the 3rd party application provider's ToB.

3.4 All participants in the call will be adults.

3.5 Video conferencing is not an unusual method of processing and We do not expect anyone to object to the processing of their data in this way.

3.6 We recognise that any data we retain from the video conference can form the basis of a Subject Access Request which can be made to us under our Policy in Section 9 of this document should a data subject have any concerns.

4. CONCLUSIONS

4.1 The Legitimate Interest Assessment Test determined the following:

4.1.1 Following the assessment, it was decided that there was no infringement of the GDPR or the rights of the individual participants in our use of a Video Conferencing Application.

4.1.2 The legal basis for the processing was established as being in our Legitimate Interests for the following purposes:

4.1.3 To facilitate efficient business video and telecommunications.

4.1.4 To protect the safety of our employees and participants on the call from unnecessary real world travelling.

4.1.5 To support our primary business objectives.



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Privacy policy

What information we collect and how

The information we collect via the Remote Service and the In-Home and business Service may include:

1. Any personal details you submit, such as name, address, e-mail address, etc;
2. Details of your PC specification, settings and file information;
3. A record of your use of our support service;

2. What we do with your information

Any personal data we collect during your use of the support service will be used in accordance with the Data Protection Act 1998 and other applicable laws. The details we collect will be used:

To rectify the problems you have reported to us, to maintain guarantee records and to provide after-sales service (we may pass our details to another organisation to service products you have service cover for and/or to provide after sales service) and to comply with legal requirements.

We would also like to inform you of various promotions, goods and services that may be of interest to you. You may be contacted by post, email, telephone, SMS or such other means as we regard as appropriate, including new technology.

You may unsubscribe at any time by E-mailing hello@businessguysit.com

We may use third parties to carry out certain activities, such as processing and sorting data, monitoring how customers use our services and issuing our emails for us. Please be assured that third parties will not be allowed to use your personal information for their own purposes.

Sensitive information

To allow us to perform computer services you permit us access to your private personal files held on your computer, however we will not read or view any of the following without prior consent for service or backup purposes:

1. Your desktop, downloads, documents, server or NAS folders;

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2. Your 'Internet History';
3. Your 'Recent Documents' list; or 4. Your 'Internet Cache'

Any personal information held on your computer (other than that set out in paragraph 1 of the privacy policy above) which is accessed or read by our engineers will be kept strictly confidential and will not be recorded.

If in performing the remote online support service, in-home or business our engineers are exposed to any illegal material, it may be our civic and/or legal responsibility to report such to the appropriate authorities. Under such circumstances such disclosure will not be a breach of our obligation of confidentiality.

Your rights

1. You can ask us to update your personal information by emailing precise details of your request to hello@businessguysit.com Please ensure you type "update" in the subject line of your email.
2. You can ask us not to send you future marketing communications. To do this, simply email the above address. Type "No Marketing" in the subject line and then the following in the main text:-

your full name;

your postal address, including postcode your email address

We will then suppress your data from all direct marketing, although we will still keep it for processing your order and fulfilling customer service and after sale obligations.

Alternatively, you can post your request to the address in (3) below.

3. You also have the right to request a copy of any personal information we hold about you. To do this, simply E-mail to the above address giving us as much detail as possible about your request, there may be a £35 charge to cover our administration costs.

Who We Are

We are Business Guys IT Limited, company name Business Guys IT Limited, company registration number: 07681552.

Registered office: Business Guys I.T. 9 Brindley Court, Lymedale Business Park, Dalewood Road, Newcastle-under-Lyme, Staffordshire, ST5 9QA

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In these ToB, references to "we", "us", "business guy" and "business guys" are to business Guys IT Limited

If you have any problems we would recommend you email us at the above address however if you prefer to write we can be contacted at the below address.

Website Privacy Policy

Business Guys IT Limited, company registration number. 07681552.

Website and Cookie Privacy policy

Cookie Policy

What are cookies?

How do Business Guys IT use cookies on our site?

A cookie is a small data file that Web sites often store on your computer's hard drive when you visit their sites. A cookie may contain information (such as a unique user ID), that is used to track the pages of the sites you've visited. You can refuse cookies by turning them off in your browser. You can read more about how to disable cookies in the Help menu of your browser. If you turn off cookies though you will not be able to receive the full web experience of our site. We use a number of different cookies on our site. If you do not know what cookies are, or how to control or delete them, then we recommend you visit <http://www.aboutcookies.org> for detailed guidance. We operate an implied consent policy which means that we assume you are happy with this usage. If you are not happy, then you should either not use this site, or you should delete our cookies having visited the site, or you should browse the site using your browser's anonymous usage setting (called Incognito in Chrome, InPrivate for Internet Explorer, Private Browsing in Firefox and Safari etc.) Cookies for Site Analytics and Performance

Google Analytics, Yoast, etc.

We use this to understand how the site is being used in order to improve the user experience. User data is all anonymous. You can find out more about Google's position on privacy as regards its analytics service at <http://www.google.co.uk/intl/en/analytics/privacyoverview.html> Social Buttons On many of the pages of the site you will see social buttons. These enable users to share or bookmark the web pages. There are buttons for Facebook and Twitter. In order to implement these buttons, and con-

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nect them to the relevant social networks and external sites, there are scripts from domains outside of our website. You should be aware that these sites are likely to be collecting information about what you are doing all around the internet, including on this website. So if you click on any of these buttons, these sites will be registering that action and may use that information. In some cases these sites will be registering the fact that you are visiting our site, and the specific pages you are on, even if you don't click on the button if you are logged into their services, like Google and Facebook. You should check the respective policies of each of these sites to see how exactly they use your information and to find out how to opt out, or delete, such information.

Privacy Policy

It is our policy never to sell or pass on your personal details to any other organisation; this includes your name, premises or e-mail addresses and the details submitted on the contact us form. Business Guys IT Ltd respect your privacy and ensure that the information you submit will only be used in accordance with business dealings between yourselves and Business Guys IT Ltd and no 3rd party unless we are legally obliged to do so.

We operate a opt-in policy for any Email addresses that are collected under normal business operation, this includes Email addresses submitted by the contact form and Email addresses collected via telephone and paper documentation completed by Business Guys IT Ltd and the Client. These Email addresses are added to our mailing list, where we will send our special offers and news. If you wish to unsubscribe please use the unsubscribe link at the bottom of the Email.



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UK GDPR Declaration

Your data is of paramount importance to us, the way in which we store, access and use your data is highlighted in this document. We ensure at each stage that your data is kept safe and only used for legitimate business purposes.

In the vast majority of cases this data is classed as corporate data and not personal data under ICO's definition: "The GDPR applies to 'personal data', which means any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier"

We have however taken this opportunity to evaluate all the systems we use and give examples of the types of data we collect below.

What data we collect

During our dealing with your business we collect for example but not limited to the data below:

IP Addresses, WiFi network and WiFi Passwords, Computer logins, Sage logins, Apple - Google - Microsoft - Dropbox logins - etc, NAS and Server logins, Website hosting and domain logins, number of employee, staff names, DOB, addresses, phone numbers, email addresses.

Sales opportunities, faults and cases reported, job notes of works completed, proposals, invoices, project plans, websites files, client backup data.

We may record telephone calls and video calls for internal training, performance monitoring and to ensure high standards of customer satisfaction. We will not pass these recordings on to any third party without your prior approval.

Examples of personal data we hold could be your name, address, personal telephone number, email and at what company you work at for example.

Without this data we would be unable to carry out our core business function, acting as your own Managed IT department any website hosting / developer provider.

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What happens with your data

Where appropriate we have ensured that the systems that we store data on are GDPR compliant. We use various software packages to store data on that includes but is not limited to client data, financial data, sales data, etc. We ensure that all services we use are classed as "private by design".

The data such as passwords, logins, etc are stored on our central CRM database which is data encrypted at rest & protected by 2 step verification, end-to-end security and privacy features built in.

Financial data about our clients, purchase history, proposals, what equipment that have, etc is also encrypted & protected by 2 step verification.

Client backup data is stored on our cloud system to which only we hold the encryption key for, even our own provider cannot access the data only us, again this is encrypted.

All our data is backed up in a secure manner and these backups are tested regularly. All company owned devices such as computers, mobile devices, backup drives, etc are encrypted if they are storing client data on them.

Why we collect this data and how it is used

We collect personal data in order to carry out our function as an outsourced IT & Website Hosting Company. As we act as your IT department as you can imagine we need all sorts of data about your business to enable us to carry out our function and serve you appropriately. This could be something as simple as telling you your WiFi password when you have forgotten it to recovering your businesses data in the event of data loss.

We may need to pass your details to 3rd party providers in order to provide services to you, for example your name to Google or Microsoft to setup an email account for you, etc. By taking out these 3rd party services you are giving the 3rd party permission to contact you directly whereas we are the partner with them but they are the provider / manufacturer.

We send out various emails to our clients, prospects, suppliers, etc informing them of IT trends, products and services, promotions, announcements and other business related announcements.

We will always endeavour to keep your records up to date and accurate, however, we do rely on you to pass this information to us. Unless we are updated when you change a password or a staff member leaves for example our data cannot be reasonably up to date.

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We will never knowingly pass on or sell your details to direct marketing companies. The only 3rd parties that we work with are sub-contractors, interns, placements students, etc. These people will have signed NDA's / DPA's in place and have very limited access to your data if any at all.

How long we will keep your data

Due to the nature of our work and the data we store (sometimes a client could call from 7 years ago needing a password for example) we have to keep data for an infinite amount of time in order for us to undertake our standard business activities. All the critical data we hold on clients behalf is for their benefit and not ours in most cases, it's critical to running of their business and not ours. If we deleted a clients login details for example they could loose data, money, business or a combination of all three.

We embody a right to erasure policy and upon request we will remove a clients / prospects / suppliers or other contacts details from your database entirely. This will happen if said contact withdraws their consent to further processing of their data. It includes cases where the data was obtained or processed unlawfully, or where the use for which it was originally gathered no longer applies. We will comply with GDPR guidelines and comply when the specific grounds are met.

Existing Data

The Information Commissioner's Office has declared that "you are not required to automatically 'repaper' or refresh existing [Data Protection Act] consents in preparation for the GDPR." However, if you continue to rely on previously granted consent for an individual's data to be processed, you must "make sure it will meet the GDPR standard on being specific, granular, clear, prominent, opt-in, properly documented and easily withdrawn."

Due to the nature of our work and the data we store (sometimes a client could call from 7 years ago needing a WiFi password for example) we have to keep data for an infinite amount of time in order for us to undertake our standard business activities, supporting your business.

If we deleted old data it could be detrimental to the running and operation of our clients businesses. We have taken the view that from the 25th of May 2018 that everything moving forward requires express "unticked" consent and if we don't get that we will delete their data from our systems. In an ideal world we would love to give them a deadline and then delete their data if we do not hear back, but with good conscious and the potential but very real threat of doing real damage to their business if we deleted their data we are not taking that course of action. All the critical data we hold on clients

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behalf if for their benefit and not our in most cases, it's critical to running of their business and not ours.

Your data is of paramount importance to us, the way in which we store, access and use your data is highlighted in this document. We ensure at each stage that your data is kept safe and only used for legitimate business purposes.

Our data protection officer is Benjamin Leo Challinor.

Any request off a client to remove / delete data will be honoured ASAP and we will comply with UK GDPR regulations where that is concerned.

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