



# ICT REVOLUTIONS

DATED

2022

**TERMS AND CONDITIONS OF CONTRACT BETWEEN: ICT REVOLUTIONS LIMITED**

**AND**

**[Customer details]**

**FOR THE PROVISION OF CONSULTANCY SERVICES**

**(CLIENT TERMS OF BUSINESS – SUPPLYING SERVICES) OPT OUT VERSION**

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**THIS CONTRACT IS DATED**

**2022**

**AND IS MADE BETWEEN:**

**(1) ICT REVOLUTIONS LIMITED** whose registered office is situated at Tankard Hall, Morton, Oswestry, Shropshire, SY10 8BQ and whose company registration no is: **08541894** ("Consultant") and;

**(2) THE [Customer] whose offices are located at.....**

## **BACKGROUND**

**(1)** The Council wishes, in view of the Consultant's relevant skills, knowledge and experience, to engage the Consultant to provide various Consultancy Services to XXXX to assist CSCS with improving the quality of services.

**(2)** The Consultant is willing to provide such services to the Council on and subject to the terms and conditions of this Contract.

## **1. DEFINITIONS**

1.1. In these Terms of Business the following definitions apply:-

<b>"Charges"</b>	means the charges payable by the Council in consideration of the due performance of the Consultancy Services as specified in or calculated in accordance with the provisions of Schedule 2
<b>"Commencement Date"</b>	means day of 20
<b>"Confidential Information"</b>	means information, data and material of any nature which either party may receive or obtain in connection with the procurement negotiation and operation of the Contract and:  (a) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998);

(b) the release of which is likely to prejudice the interests of the Council or the Consultant respectively; or

(c) which is a trade secret;

**"Consultancy Services"**

means the services to be provided and completed by the Consultant pursuant to the Contract as more particularly described in Schedule 1 annexed hereto

**"Contract Price"**

means the sum of £XX which is the total price of the Contract as more particularly broken down in Schedule 2 below.

**"Engaged/ Engagement"**

means any employment or use of the Consultancy's services or the services of any officer, employee or representative of the Consultancy, whether under a contract of service or for services, for an agency, licence, franchise or partnership arrangement, or any other engagement

**"Performance Bond"**

means the document annexed hereto under cover of Schedule 3 which is effective from the Commencement Date of this Contract.

**"Personal Data"**

means personal data as defined by the Data Protection Act 1998;

**"Proposal"**

means the Consultant's Proposal which is appended to Schedule 1 of this Contract

**"Stage(s)"**

Means Stages 1-6 as more particularly described in the Consultant's Proposal (Schedule 1) and "Payment Profile Option 2" (Schedule 2)

**"Sub-Contract"**

shall mean a contract between 2 or more contractors, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract

**"Sub-Contractor"**

means any sub-contracting party

(including any officer, employee or representative thereof) called upon to provide the Consultancy Services (or any part thereof) as approved by the Council

1.2. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.

1.3. The headings contained in this Contract are for convenience only and do not affect their interpretation.

## **2. THE CONTRACT AND CONTRACT PERIOD**

2.1. These terms constitute the "Contract" between the Consultant and the Council and are deemed to be accepted by the Council by virtue of its request for, interview with or Engagement with the Consultant.

2.2. Unless otherwise agreed in writing by the Council, these terms of Contract prevail over any terms of business or purchase conditions proffered by the Council.

2.3. This Contract shall continue until it is either terminated in accordance with clause 7 below or until the successful implementation and completion of Stage 6 concludes and the Council is satisfied that Stages 1-6 of the Proposal, have been implemented satisfactorily (whichever is the earlier).

## **3. CONFIRMATION OF STAGES**

3.1. Prior to the commencement of each Stage, or if this is not practical, upon commencement of each Stage the Consultant will send written confirmation to the Council specifying:

3.1.1. the duration of the Stage;

3.1.2. the identity of the Sub-Contractor (if applicable);

3.1.3. the fee payable to the Consultant together with such disbursements as may have been agreed;

3.1.4. the notice period to terminate the Stage;

3.1.5. the intervals during the Stage, at which invoices shall be rendered to the Council by the Consultant and;

3.1.6. any other relevant information.

## **4. CHARGES**

4.1 The Contractor shall submit an invoice electronically to the Council. Where applicable, any order number must be quoted on all invoices and delivery notes and failure to do so will result in the Contractor's invoice being returned unpaid. The Council shall consider and verify each invoice in a timely fashion.

4.2 The charges shall be invoiced to the Council on a monthly basis and any undisputed invoices shall be paid within 14 days of receipt. The

Contractor reserves the right to charge interest on any overdue, undisputed invoice, at the rate of 5% per annum above the base rate from time to time of Bank of England from the due date until the date of payment.

4.3 Where the Consultant Sub-contracts any part of the Consultancy Services to a Sub-Contractor, the Consultant is responsible for payments to that Sub- Contractor. Full details of any such payment shall be submitted by the Consultant, on its own invoice, to the Council.

4.4 In the event that the Contractor, whilst supplying the Consultancy Services, enters into a Sub-Contract, it hereby warrants to include in that Sub-Contract, clauses having the same effect as clauses 4.1 – 4.3 above

4.5 Where the Contractor fails to comply with clauses 4.1.above and there is an undue delay in considering and verifying the invoice received from the sub- contractor, such an invoice shall be regarded as valid and undisputed for the purposes of paragraph 4.1, after a reasonable time has passed.

4.6 All fees payable under this Contract unless otherwise stated are exclusive of VAT and VAT where applicable must be shown as a separate charge

4.7 Any payments made by the Council hereunder, including the final payment under this Contract, shall not prevent the Council from recovering any amount overpaid or wrongfully paid however such payments may have arisen including but not limited to those paid to the Consultant by mistake of law or of fact. The Council shall be entitled to withhold from any sums due or which may become due to the Consultant from the Council any amount which on the basis of the Council's bona fide estimate the Council considers is due from the Consultant. Such estimates shall be binding on the Consultant unless varied by agreement between the parties or any award, order or judgement.

## **5. VERIFICATION OF EXECUTION OF THE SERVICES**

5.1 The Consultancy Services shall be performed at the Council's offices or at/from such other premises as agreed between the parties. The Consultant/Sub- Contractor (where relevant) shall carry out its duties in accordance with all relevant legal and regulatory requirements along with the Proposal.

5.2 Upon execution (or during execution if applicable) of each Stage, the Consultant shall issue to the Council, a "Client Acceptance Certificate" to be verified by the Council. Agreement by the Council of the same (agreement shall be confirmed via email approval by the Council's nominated senior system user at that time), shall act as verification that the Consultancy Services provided at the time upon which the Client Acceptance Certificate is issued, are satisfactory, to the Council.

5.3 Failure to verify a Client Acceptance Certificate does not affect the Council's obligation to pay the charges (in accordance with Clause 4) in respect of the Consultancy Services provided.

## **6 INDEMNITY, LIABILITY AND INSURANCE**

6.1 The Consultant shall not be responsible for any injury, loss, damage, cost or expense suffered by the Council if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Contract.

6.2 Subject always to Clauses 6.3 and 6.4;

6.2.1 the aggregate liability of the Consultant in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Contract, the supply or failure to supply of the Consultancy Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the charges paid or payable to the Consultant; and

6.2.2 except in the case of claims arising under clauses 8 and 9.4, in no event shall the Consultant be liable to the Council for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or (f) any indirect, special or consequential loss or damage.

6.3 Nothing in the Contract shall be construed to limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) fraud or fraudulent misrepresentation by it or that of its Staff; or
- (c) any other matter which, by law, may not be excluded or limited

6.4 The Consultant's liability under the indemnity in clause 8 and 9.4 shall be unlimited.

6.5 During the term of the Contract and for a period of 6 years thereafter (without prejudice to its obligations under the Contract), the Consultant shall:

6.5.1 hold employers' liability insurance in the sum of not less than £10,000,000 (Ten Million pounds) per incident (or such other sum stated in Schedule 6);

hold insurance in respect of liability for death or bodily injury to any person, or loss of or damage to property or any other loss or damage arising out of the performance or attempted or purported performance or non-performance of the Contract in a sum not less than £5,000,000 (Five Million pounds) per incident with an insurer and on terms approved by the Council; the terms of the insurance shall include an indemnity to principal

provision whereby in the event of any claim in respect of which the Consultant would be entitled to receive indemnity under the policy being brought against the Council, then the insurer will indemnify the Council against such claim and any costs, charges and expenses in respect of such claim; and;

6.5.2 hold professional indemnity insurance in a sum normal and customary for a consultant in the business in which the Consultant is but in any event not less than £5,000,000 (Five Million pounds) per incident

- 6.6 The Consultant shall whenever required and in any event before commencing work on the Contract produce to the Council, satisfactory evidence that there is in force the insurance for which the Consultant is responsible under the Contract. Thereafter the Consultant shall submit evidence at the renewal date(s) of such insurance that the insurance has been renewed.
- 6.7 If the Consultant shall fail on request to produce to the Council, satisfactory evidence that there is in force the insurance that the Consultant is required to effect under the Contract, the Council may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Council from any monies due or which may become due to the Consultant or recover the same as a debt due from the Consultant.
- 6.8 The Consultant shall with all due diligence conform to the terms and conditions of the said insurances and all reasonable requirements of the insurers in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Consultant shall bear the cost of all exclusions and limitations under the policies of insurance (insofar as they concern risks for which the Consultant is responsible under the Contract).
- 6.9 The Consultant shall not compromise or waive any claim which the Consultant may have under such insurances which the Consultant may incur under the Contract without the prior written consent of the Council.
- 6.10 The terms of any insurance or the amount of cover shall not relieve the Consultant of any liabilities under this Contract.

## **7 TERMINATION**

7.1 The Council may terminate the Contract at any time by serving 14 days' notice in writing to the Consultant informing it of its intention to do so.

7.2 Without prejudice to any other right or remedy it might have, the Council may terminate the Contract by written notice to the Consultant with **immediate effect** if the Consultant:

7.2.1 is in material breach of any obligation under the Contract which is not capable of remedy;

7.2.2 repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

7.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Consultant receiving notice specifying the breach and requiring it to be remedied;

7.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

7.2.5 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Consultant (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Consultant's assets or business, or if the Consultant makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; or

7.2.6 fails to comply with legal obligations in the fields of environmental, social or labour law.

7.3 The Consultant may terminate the Contract at any time by serving 1 months' notice in writing to the Council informing it of its intention to do so.

7.4 Termination or expiry of the Contract shall be without prejudice to the rights of either party accrued prior to termination or expiry and shall not affect the continuing rights of the parties under any other provision of the Contract that either expressly or by implication has effect after termination.

7.5 Upon termination or expiry of the Contract, the Consultant shall:

7.5.1 give all reasonable assistance to the Council and any incoming consultant of the Services; and

7.5.2 return all requested documents, information and data to the Council as soon as reasonably practicable (if applicable)

## **8 BRIBERY ACT 2010**

8.1 The Consultant shall and shall procure that its representatives shall;

8.1.1 comply will all applicable laws, regulations and sanctions relating to anti- bribery and anti-corruption including but not limited to the Bribery Act 2010; and

8.1.2 do not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act 2010 if such activity practice or conduct had been

8.2 If in relation to this Contract or any other contract with the Client, the Consultant or any person employed by the Consultant/acting on the Consultant's behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward which is an offence to any



officer of the Client which shall have been exacted or accepted by such officer by virtue of his office or employment and is otherwise than such officer's proper remuneration, then the Client shall be entitled to terminate this Contract with immediate effect and to recover from the Consultant the amount of any loss resulting from such termination.

8.3 In the event of any breach of this Contract by the Consultant the Council shall be entitled to deduct from or set-off against any monies otherwise due to the Consultant (or which at a later time may become due) under this Contract.

## **9 INTELLECTUAL PROPERTY RIGHTS**

9.1 All intellectual property rights in any materials provided by the Council to the Consultant for the purposes of this Contract shall remain the property of the Council but the Council hereby grants the Consultant a royalty-free, nonexclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Consultant to perform its obligations under the Contract.

9.2 All intellectual property rights in any materials created or developed by the Consultant pursuant to the Contract or arising as a result of the provision of the Consultancy Services shall vest in the Consultant. If, and to the extent, that any intellectual property rights in such materials vest in the Council by operation of law, the Council hereby assigns to the Consultant by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).

9.3 The Consultant hereby grants the Council:

9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and

9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

- (a) any intellectual property rights vested in or licensed to the Consultant on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services, including any modifications to or derivative versions of any such intellectual property rights, which the Council reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

9.4 The Consultant shall indemnify, and keep indemnified, the Council in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional

fees awarded against or incurred or paid by the Council as a result of or in connection with any claim made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Consultant or any Staff. **Any alleged breach would be notified to the Consultant before formalising any claim under this clause.**

## **10 DATA PROTECTION**

10.1 The Consultant shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Consultant agrees to comply with the obligations placed on the Council by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:

10.1.1 to maintain technical and organisational security measures sufficient to

10.1.2. **comply** at least with the obligations imposed on the Council by the Seventh Principle;

10.1.3 only to process Personal Data for and on behalf of the Council, in accordance with the instructions of the Council for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;

10.1.4 to allow the Council to audit the Consultant's compliance with the requirements of this Clause 10 on reasonable notice and/or to provide the Council with evidence of its compliance with the obligations set out in this Clause 10.

10.2 The Consultant agrees to indemnify and keep indemnified the Council against all claims and proceedings and all liability, loss, costs and expenses whatsoever incurred in connection therewith by the Council as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Consultant's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Consultant, its employees or agents in the Consultant's performance of the Contract or as otherwise agreed between the parties.

10.3 Both parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes (without limitation) the Consultant notifying the Council immediately upon becoming aware of a breach of this Clause 17 and the Consultant providing the Council with reasonable assistance in complying with subject access requests served on the Council under Section 7 of the 1998 Act and the Consultant consulting with the Council prior to the disclosure by the Consultant of any Personal Data in relation to such requests.

## **11. CONFIDENTIALITY**

11.1 In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this Clause 11, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

11.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;

11.1.2 the provisions of this Clause 11 shall not apply to any Confidential Information which:-

- (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
- (b) is obtained by a third party who is lawfully authorised to disclose such information; or
- (c) is authorised for release by the prior written consent of the Discloser; or
- (d) the disclosure of which is required to ensure the compliance of the Council with the Freedom of Information Act 2000 (the "FOIA").

11.2 The Consultant shall take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Contract:-

11.2.1 is given only to such staff of the Consultant and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

11.2.2. is treated as confidential and not disclosed (without prior approval from the Council) or used by any staff of the Consultant or such professional advisors or consultants otherwise than for the purpose of the Contract.

11.3 Where it is considered necessary in the opinion of the Council, the Consultant shall and shall ensure that its staff or such professional advisors or consultants sign a confidentiality undertaking in a form approved by the Council before commencing work in connection with the Contract. The Consultant shall ensure that its staff, its professional advisors and consultants are aware of the Consultant's confidentiality obligations under these terms and conditions.

11.4 Nothing in this Clause 11 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial,

administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Consultant is the Recipient, to the Consultant's immediate or ultimate holding company provided that the Consultant procures that such holding company complies with this Clause 11 as if any reference to the Consultant in this Clause 11 were a reference to such holding company.

- 11.5 The Consultant authorises the Council to disclose the Confidential Information to such person(s) as may be notified to the Consultant in writing by the Council from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the Consultancy Services supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". The Council shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. The Council shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 11.6 The Consultant acknowledges that the Council is or may be subject to the FOIA. The Consultant notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time (the "EIR"). The Consultant will act in accordance with the FOIA, these Codes of Practice and EIR (and any other applicable codes of practice or guidance notified to the Consultant from time to time) to the extent that they apply to the Consultant's performance under the Contract.
- 11.7 The Consultant agrees that:
- 11.7.1 without prejudice to the generality of Clause 11.2, the provisions of this Clause 16 are subject to the respective obligations and commitments of the Council under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the EIR;
  - 11.7.2 subject to Clause 11.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Council;
  - 11.7.3 where the Council is managing a request as referred to in Clause 11.7.2, the Consultant shall co-operate with the Council making the request and shall respond within five (5) Working Days of any request by it for assistance in determining how to respond to a request for disclosure.

- 11.8 The Consultant shall and shall procure that its Sub-Contractors shall:
- 11.8.1 transfer any request for information, as defined under section 8 of the FOIA or EIR (as appropriate), to the Council as soon as practicable after receipt and in any event within five (5) Working Days of receiving a request for information;
  - 11.8.2 provide the Council with a copy of all information in its possession or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
  - 11.8.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in FOIA and/or EIR (as appropriate).
- 11.9 The Council may consult the Consultant in relation to any request for disclosure of the Consultant's Confidential Information in accordance with all applicable guidance.
- 11.10 This Clause 11 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data. Save as aforesaid and unless otherwise expressly set out in the Contract, this Clause 11 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 11.11 In the event that the Consultant fails to comply with this Clause 11, the Council reserves the right to terminate the Contract by notice in writing with immediate effect.

## **12. DISPUTE RESOLUTION**

- 12.1 During any dispute, including a dispute as to the validity of the Contract, it is mutually agreed that the Consultant shall continue its performance of the provisions of the Contract (unless the Council requests in writing that the Consultant does not do so).
- 12.2 If a dispute arises between the Council and the Consultant in relation to any matter which cannot be resolved by the respective contract managers at the time and the Consultant either of them may refer such dispute to the Dispute Resolution Procedure.
- 12.3 In the first instance each of the Council and the Consultant shall arrange for a more senior representative than those referred to in Clause 12.2 to meet solely in order to resolve the matter in dispute. Such meeting(s) shall take place within 21 days of the date of the commencement of the relevant dispute shall be minuted and shall be chaired by the Council (but the chairman shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over

the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairman.

- 12.4 If the meeting(s) referred to in Clause 12.3 does not resolve the matter in question, then the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure or any other model mediation procedure as agreed by the Parties. To initiate a mediation the parties may give notice in writing (a "Mediation Notice") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the parties asking them to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one hour. Thereafter paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the parties). Neither party to the mediation will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute. The parties will co-operate with any person appointed as mediator providing him with such information and other assistance as the mediator shall require and will pay the costs, as the mediator shall determine or in the absence of such determination such costs will be shared equally.

### 13. LAW

13.1 These Terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales

**IN WITNESS WHEREOF** this document has been signed for and on behalf of the parties as a deed, the day and year first above written

Executed as a Deed for and on behalf of  
**THE [Customer]**  
in the  
presence of:

---

Authorised Officer (signature)

Executed as a deed for and on behalf of  
**ICT REVOLUTIONS LIMITED** in the presence  
of:

Director (signature)

---

Director/Company Secretary/Witness (signature)

---

Witness Name (printed)

---

Witness Occupation

Witness Address

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**SCHEDULE 1 – ICT REVOLUTIONS LIMITED – PROPOSAL (Inserted here)**

## **SCHEDULE 2 – ICT REVOLUTIONS LIMITED – PRICING SCHEDULE WITH MILESTONES**