



Professional Service Schedule

This Service Schedule contains additional terms and conditions to the Supplier Master Service Agreement (“MSA”) or the G-Cloud framework agreement terms and conditions for the rendering of Professional Services.

1. Definitions

In this Service Schedule, the following expressions shall have the following meaning unless the context otherwise requires:

Consultant	means a member of Supplier staff or the staff of a partner or sub-contractor used by the Supplier to deliver professional services.
Deliverables	means either advice-based documents: designs, approaches and reports; or technical configuration, scripts or software products produced by Consultants.
SOW	means the Statement of Work, order form or other document that has been most recently agreed between the Customer and the Supplier and that provides details of the professional services work that is required.

2. Services supplied

- 2.1.** The Supplier will agree a SOW with the Customer that will detail the professional services work that the Customer requires before work begins.
- 2.2.** The Supplier will use reasonable endeavours to provide any Deliverables agreed with the Customer to meet the Customer’s requirements as set out in the SOW. However, owing to the nature of service configuration and software development, the Supplier cannot warrant that the Deliverables will meet the Customer’s requirements or that they will deliver a particular output or result.
- 2.3.** The Supplier will use reasonable endeavours to meet any delivery dates agreed with the Customer. Time is not of the essence in respect of any of the Supplier’s obligations relating to the professional services.
- 2.4.** The Supplier pricing is based on efficient use of resources which can be impacted by Customer caused delays. Incremental effort may be chargeable. Short notice cancellation that results in under utilisation of resources may also be chargeable.
- 2.5.** The Supplier recognises that requirements change over time but any changes to deliverables must be by prior agreement between the Customer and Supplier and may result in additional charges.
- 2.6.** Digital Space will use reasonable endeavours to select, train, manage and provide Consultants with the appropriate experience and qualifications for the Deliverables that they are asked to provide.
- 2.7.** Where the Customer raises concerns about the quality or timeliness of Deliverables, or about the behaviour or skills of a Consultant, Digital Space will investigate and endeavour to rectify those concerns in a timely manner.



3. Customer responsibilities

3.1. The Customer shall:

- 3.1.1. provide all cooperation reasonably required by Digital Space in the provision of the professional services, including access to information, staff, systems and locations.
- 3.1.2. comply with any Customer Responsibilities set out in the SOW in respect of the professional services in accordance with any timeframes that have been mutually agreed.
- 3.1.3. Raise any concerns about the quality or timeliness of Deliverables or the behaviour of Consultants with the Supplier in a timely manner.

3.2. To allow the Supplier to provide the Customer with professional services relating to public cloud platforms, the Customer will provide the Supplier with the Customer's public cloud login credentials. In providing these credentials, the Customer consents to allowing the Supplier access to the Customer's public cloud accounts and information for the purpose of the professional services. Any activity on the Customer's public cloud account shall remain the Customer's sole and exclusive responsibility. The Customer agrees that the Supplier shall not be liable or responsible for any matters pertaining to its public cloud account.

3.3. Where the Supplier sends Consultants to deliver Professional Services at a Customer Location, the Customer shall assume a duty of care with regard to the Consultants' health and safety and shall provide them with appropriate access to facilities and equipment and inform them of relevant health and safety procedures and provide them with the same or greater level of protection, comfort and assistance as they would provide to the Customer's own staff.

3.4. Where the Supplier sends Consultants to deliver Professional Services at a location chosen by the Customer that is not in the UK, the Customer shall assume the duty of care referred to above from the time that the Consultants leave the UK until they return to it. Such duty of care in this case includes but is not limited to provision of advice and assistance on risk of personal injury, disease, and locally applicable laws and customs.

3.5. Unless otherwise specified in the SOW, the Supplier will charge travel and subsistence charges for Consultants when they visit Customer locations. The Supplier is happy to match the Customer's travel policy for their staff if this is provided and will otherwise base the scale of these charges on use of second class public transport where available, business hotels and typical prices for meals in restaurant chains.

3.6. While working with the Supplier and for a period of six months following, the Customer shall not in person or through its agents, offer contracts or employment to staff of the Supplier or its partners. Where a member of staff of the Supplier or its partners, is contracted or employed by the Customer during this period, the Customer shall pay the Supplier 50% of the value of the contract or first year salary in recompense.

4. Charges

- 4.1.1. Unless otherwise indicated, all prices are exclusive of VAT.