

Dated

•, 20••

<Registered Company Name>

&

BRICKENDON CONSULTING LIMITED

MANAGED SERVICES AGREEMENT
Management and Technology
Consultancy

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This Managed Services Agreement is made on 20

Between

- (1) **<Registered company name>** a company incorporated under the laws of England and Wales (company number **<Registration number>**) whose registered office is at **<Registered address>** (**Customer**); and
- (2) **Brickendon Consulting Limited** a company incorporated under the laws of England and Wales (company number 07262520) whose registered office is at 4 Prince Albert Road, London NW1 7SN (**Supplier**); and

Whereas

- (A) The Customer requires certain managed services and the Supplier has agreed to provide such managed services to the Customer for the term of this Agreement on the terms and subject to the conditions of this Agreement.
- (B) From time to time the Customer may request additional services by way of a Purchase Order. Each Purchase Order will be numbered and incorporated as part of this Agreement.

It is hereby agreed as follows:

1 Definitions and Interpretation

- 1.1 In this Agreement (unless the context otherwise requires), the following words and phrases shall have the following meanings:

Acceptance Criteria means the Acceptance Criteria set out in Schedule 1 (The Initial Services);

Acceptance Tests means the Acceptance Tests set out in Schedule 1 (The Initial Services);

Agreement means the General Terms and Conditions, the attached schedules and each Purchase Order, in each case as may be amended from time to time in accordance with this Agreement;

Charges means the charges specified in Schedule 2 (Charges for the Initial Services) and/or any relevant Purchase Order;

Confidential Information means all information which a party may have or acquire before or after the date of this Agreement, whether conveyed orally, in writing, in machine readable form or otherwise which relates to a party's (or any member of the Customer's or Supplier's Group's) business, products, developments, trade secrets, know-how, personnel, consultants and customers (whether or not designated as "confidential information" by the disclosing party) together with all information derived from the above and all information designated as confidential or which ought reasonably to be considered confidential;

Consents means all approvals, consents, licences, permissions and authorisations required from any government or similar body or any regulatory authority which are, from time to time, necessary for the provision of the Services by the Supplier;

Customer Data means all data, information, text, drawings, statistics, analysis and other materials (static or otherwise) embodied in any form relating to the Customer or any member of the Customer's Group (and/or their respective customers) and which may be supplied by the Supplier, the Customer or any member of the Customer's Group and/or which the Supplier (and any Sub-Contractor) generates, collects, processes, stores or transmits in connection with this Agreement;

Customer Premises means premises specified in Schedule 4 (Key Personnel and Customer Premises) and/or any relevant Purchase Order owned, controlled or occupied by the Customer or a member of the Customer's Group which are made available for use by the Supplier or its Sub-Contractors for provision of the Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence;

Data Controller has the meaning in the Data Protection Act 1998.

Data Protection Regulations has the meaning in the Data Protection Act 1998.

Default Notice has the meaning given in clause 24.4;

Deliverables means the items which the Supplier is obliged to produce and provide to the Customer as set out in Schedule 1 (The Initial Services), any relevant Purchase Order or as otherwise agreed;

Employment Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014);

Facilities means those facilities set out in Schedule 4 (Key Personnel and Customer Premises);

Force Majeure means in relation to the Customer or the Supplier an event which is beyond the reasonable control of (and not reasonably foreseeable or planned for by) the party liable to effect performance after the exercise of reasonable diligence, and shall include but not be limited to acts of God, inclement or severe weather, failure or shortage of power supply, lightning or fire, war, civil disorder, acts of terrorism, sabotage, strike or lock-out or other industrial disputes (except those solely between the affected party and its own employees, agents or Sub-Contractors). For the avoidance of doubt mere shortage of materials, equipment or supplies shall not constitute Force Majeure, unless caused by events or circumstances which are themselves Force Majeure;

General Terms and Conditions means the clauses and recitals of this Agreement;

Good Industry Practice means the exercise of reasonable skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled and experienced person experienced and qualified in the provision of services of a similar nature to the Services;

Group means in relation to any company that company and every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006 (as amended));

Initial Services means those services set out in Schedule 1 (The Initial Services);

Intellectual Property Rights means patents, inventions, know-how, trade secrets and other confidential information, computer programmes, registered designs, copyrights, database rights and design rights, semiconductor topography rights, trade marks, service marks, logos, domain names, business names, trade names, moral rights, any other intellectual or industrial property rights (and any licences in connection with the same) and all registrations or applications to register any of the aforesaid items, rights in the nature of any of the aforesaid items in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing-off;

Key Personnel means those Supplier Personnel identified as key personnel in Schedule 4 (Key Personnel and Customer Premises) and/or in any Purchase Order;

Laws means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

Losses means claims, demands, actions, proceedings and all liabilities, damages, loss, costs and expenses (including all interest, penalties, reasonable and proper legal and other professional costs and expenses);

Personal Data has the meaning given in the Data Protection Act 1998;

Project Manager has the meaning given in clause 26.1;

Purchase Order means any purchase orders attached to this Agreement and any further purchase orders entered into between the parties from time to time and where applicable but they only form part of this Agreement when they have been approved by the Supplier in writing;

Processing has the meaning in the Data Protection Act 1998 and the terms "Processed" and "Process" shall be constructed accordingly;

Relevant Employees means those persons employed by the Supplier or its agents or sub-contractors wholly or mainly in the provision of the Services;

Relevant Period means the period between the earlier of:

(a) the date on which either party serves on the other written notice that it intends to terminate the Agreement; or

(b) the Termination Date;

and the date on which the Services are first provided by an entity other than the Supplier;

Services means the Initial Services and the additional services more particularly described in each Purchase Order;

Service Failure means a failure to meet any of the Service Levels (and/or any other failure to provide any of the Services in accordance with this Agreement);

Service Levels means the service levels set out in Schedule 1 (The Initial Services);

Signature Date means the date this Agreement is signed by both parties, and if on different dates, the last date of signature;

Sub-Contractor means a sub-contractor to the Supplier (Sub-Contracting) and which is supplying products or services related to this Agreement;

Successor Service Provider means the entity or entities which shall after the Termination Date provide Services in place of the Supplier and/or its sub-contractors;

Supplier Personnel means all employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor;

Termination Date means the date on which this Agreement terminates for whatever reason;

Working Day means a day (other than a Saturday or Sunday or public holiday in England) on which the banks are ordinarily open for business in London.

1.2 In this Agreement (unless the context otherwise requires):

- (a) the words "including" and "include" and words of similar effect shall not be deemed to limit the general effect of the words which precede them;
- (b) reference to any Agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated;
- (c) references to persons shall include natural persons, bodies corporate, limited liability partnerships, unincorporated associations governments, states, foundations, trusts and partnerships, limited liability partnerships, and other entities in each case whether or not having a separate legal personality
- (d) words importing the singular shall include the plural and vice versa;
- (e) words importing any one gender shall include the other gender;
- (f) construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only);
- (g) references to clauses, schedules or Purchase Orders in this Agreement are, unless otherwise provided, references to the clause, schedule or Purchase Order of or to this Agreement;
- (h) references in a schedule or Purchase Order to paragraphs are to the paragraphs of that schedule or Purchase Order;
- (i) a reference to a clause or paragraph number is, unless otherwise specified, a reference to all its sub-clauses or sub-paragraphs;
- (j) any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;
- (k) in the event of any conflict or inconsistency between the General Terms and Conditions, any Purchase Order and/or any of the schedules to this Agreement, then the following order of precedence shall apply:
 - (i) Schedule 1 (The Initial Services);
 - (ii) Purchase Orders;
 - (iii) General Terms and Conditions;

- (iv) all other schedules; and
- (v) any term in any document included by reference into this Agreement;
- (l) references to a person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect.

2 Services

- 2.1 With effect from the Signature Date, the Supplier shall perform the Services specified in Schedule 1 (The Initial Services) and any Purchase Orders and shall use its reasonable endeavours to provide all Deliverables and the Services in accordance with the timetable set out in Schedule 1 (The Initial Services) or any Purchase Order and in accordance with and subject to the terms of this Agreement.
- 2.2 The Services shall be carried out at **<Please enter work location>**
- 2.3 The Supplier shall perform its obligations under this Agreement in accordance with:
 - (a) Good Industry Practice;
 - (b) the Customer's policies which are provided to the Supplier in writing (but only to the extent that they do not conflict with this Agreement or prevent the Supplier carrying out its obligations in accordance with this Agreement).
- 2.4 The Customer acknowledges that the Supplier will either supply the Services itself or use Sub-Contractors to provide the Services.
- 2.5 The Supplier acknowledges and accepts that the Services are or may (in each case, at the direction of the Customer) be provided to or for the benefit of, other members of the Customer's Group. In consideration of the payments of the Charges by the Customer, such other members of the Customer's Group shall have the benefit of the rights (subject to any applicable obligations) of the Customer under this Agreement.
- 2.6 From time to time the Customer may request and the Supplier may agree to provide additional consultancy services to those in Schedule 1 (The Initial Services). The parties shall document the details of any additional consultancy services in a Purchase Order. Each Purchase Order shall be governed by the General Terms and Conditions and be incorporated as part of this Agreement once signed by both parties.

3 Acceptance

- 3.1 Any Acceptance Criteria and Acceptance Tests relating to the Services and/or Deliverables are set out in Schedule 1 (The Initial Services). Where no Acceptance Criteria or Acceptance Tests are specified in relation to a specific Service or Deliverable it will be accepted when the Customer provides the Supplier with written acceptance or uses the output of the Services or the Deliverables in a live environment.
- 3.2 The Supplier shall perform its obligations in relation to Acceptance Testing as set out in Schedule 1 (The Initial Services). The Parties shall co-operate and provide each other with such assistance as they shall from time to time reasonably require in the process of carrying out the Acceptance Tests.

- 3.3 Once the Services and/or Deliverables have successfully passed all applicable Acceptance Tests, the Customer shall provide the Supplier with written acceptance in respect of the applicable Services and/or Deliverables. The Customer will not unreasonably withhold or delay giving its acceptance.
- 3.4 If all or any part of the Services and/or Deliverables fails its Acceptance Tests then the Customer may by written notice to the Supplier and without prejudice to its other rights and remedies elect as its sole option to:
- (a) fix a new date for carrying out repeat Acceptance Tests on the Services and/or Deliverables on the same terms and conditions and at no cost to the Customer. If the Services and/or Deliverables fail such further Acceptance Tests, the Customer shall be entitled to either repeat the process set out in this sub-clause (a) or proceed under sub-clause (b) below;
 - (b) conditionally accept the Services and/or Deliverables or any part of them in its absolute discretion and subject to such conditions of acceptance as the Customer may reasonably determine. Conditional acceptance shall constitute acceptance of the Services and/or Deliverables (or relevant part of them) provided that all the relevant conditions have been met within the period specified by the Customer.

4 Service Levels

- 4.1 The Supplier shall provide the Services to meet or exceed the Service Levels.
- 4.2 All Service Levels shall be reviewed and revised as agreed between the Customer and the Supplier every 24 months throughout the term of this Agreement, with all agreed changes being implemented in accordance with the Change Procedures. Upon such agreement, the revised and agreed Service Levels shall be documented in a Change Order and shall become part of this Agreement as if set out herein.
- 4.3 The Supplier shall report to the Customer on its performance against the Service Levels in writing and on a monthly basis in accordance with Schedule 6 (Governance).
- 4.4 Without limitation, the Supplier shall have no obligations and shall not be deemed to be in breach of the Agreement to the extent that any defect in the Services, the Deliverables or any Service Failure arose or to the extent that any defect exists or was increased as a result of:
- (a) incorrect use, operation or corruption of the Service caused by the Customer unless it was due to an instruction of the Supplier;
 - (b) any modification or alteration of the Service by the Customer other than such changes as are expressly approved by the Supplier in writing;
 - (c) use of the Service with software or on equipment that the Supplier has not confirmed in writing is compatible;
 - (d) operator error and/or use of the Service for a purpose or in a way in which the Supplier could not reasonably have expected it to be used;
 - (e) failure by the Customer to implement solutions to, or other proper recommendations in respect of, faults as previously advised by the Supplier;

- (f) failure of or a defect in any software, equipment or hardware provided by the Customer;
- (g) the Customer's use of third party software other than third party software provided or approved by the Supplier.
- (h) any fault in any equipment or software used in conjunction with the Service except insofar as the Supplier has specific relevant obligations in respect of such equipment or software under the Agreement.

5 Customer Responsibilities

5.1 The Customer shall:

- (a) permit the Supplier access to, and use of, the Facilities within the Customer's normal business hours so that the Supplier may comply with its obligations to provide the Services;
- (b) provide the Supplier with access to such parts of the Customer Premises and personnel as the Supplier reasonably requires for the purpose only of properly providing the Services (such premises to be detailed in Schedule 4 (Key Personnel and Customer Premises) or as otherwise agreed from time to time);
- (c) promptly, and as fully as reasonably practicable, respond to all reasonable communications of the Supplier relating to the Services; and
- (d) supply to the Supplier such information as it may reasonably require in order to provide the Services.

5.2 The Customer acknowledges and accepts that the provision of the Services may be adversely affected by any failure of the Customer to provide information accurately and completely and in time.

5.3 The Supplier may adjust the Services and Charges as may reasonably be required by the Supplier in respect of any failure by the Customer to provide the information and cooperation as required by clause 5.1 properly, diligently and with all reasonable care. The Supplier will use its reasonable endeavours to mitigate the impacts of any late, partial or faulty deliveries of such dependencies.

6 Charges

6.1 The Charges and the terms for payment of the Charges for the supply of the Services are set out in Schedule 2 (Charges for the Initial Services) and/or in any relevant Purchase Order.

6.2 The Customer shall pay the Supplier the Charges within 30 calendar days of receipt of a valid invoice. All payments shall be made in pounds sterling

6.3 Each invoice submitted to the Customer for payment shall be in the Supplier's standard form as notified to the Customer from time to time and shall quote this Agreement and contain the Purchase Order number.

- 6.4 In the event that this Agreement is terminated before the completion of all the Services and the provision of all the Deliverables the Customer shall not be entitled to a rebate of any portion of the Charges paid to the Supplier as at the date of termination which represents an advance payment.
- 6.5 If the Customer bona fide disputes any amount invoiced, it shall notify the Supplier of the nature of the dispute within 7 calendar days of receipt of the invoice giving all relevant details. Pending the resolution of the dispute the Customer shall be entitled to withhold payment of the disputed element only of the invoice. All disputes relating to invoices shall be resolved in accordance with the procedure set out in clause 29 (Dispute Resolution).
- 6.6 All Charges and other sums payable under this Agreement are exclusive of Value Added Tax and any withholding taxes, duties, imports or any similar tax payable which shall be payable by the Customer at the applicable rate.
- 6.7 Should the Customer fail to make any payment in full on the due date under this Agreement, the Supplier may charge interest on the outstanding amount. Such interest shall accrue at the rate of 4% per annum above the Bank of England Base rate from time to time.
- 6.8 All payments under this Agreement shall be made without any deduction or set-off whether legal, equitable or otherwise.

7 Intellectual Property

- 7.1 All Intellectual Property Rights belonging to a party prior to signing of this Agreement will remain vested in that party or the relevant member of the Customer's Group or the Supplier's Group.
- 7.2 All Intellectual Property Rights in the Customer's trademarks and brands shall not be used by the Supplier for any purpose without the Customer's prior written consent.
- 7.3 The Customer shall provide to the Supplier any Customer Intellectual Property Rights that the Supplier reasonably needs in order to provide the Services in accordance with this Agreement and grants to the Supplier an irrevocable, royalty free, non-exclusive licence to use such rights for provision of the Services.

8 Intellectual Property Rights Indemnity

- 8.1 The Supplier shall indemnify and keep indemnified the Customer (and other members of the Customer's Group) (each an "Indemnified Party") against all Losses which result or arise from the infringement or alleged infringement of any third party's Intellectual Property Rights by reason of the Customer's receipt and/or use of the Services within the UK (including the Customer's possession, use and/or exploitation of any of the Deliverables) or any possession, use and/or exploitation thereof by any member of the Customer's Group) in accordance with this Agreement provided the Customer shall and shall procure that each Indemnified Party within the UK shall:
- (a) notify the Supplier promptly upon becoming aware of any claim or any claim that might give rise to a claim under the indemnity;

- (b) give the Supplier sole conduct of such claim PROVIDED ALWAYS that the Supplier has legal standing and where it does not, complies with the reasonable instructions of the indemnifying party in relation to such claim;
 - (c) make no admission in relation to such claim without the Supplier's prior written approval; and
 - (d) provides reasonable assistance (at the Supplier's cost) upon request in relation to such claim.
- 8.2 The obligation on the Supplier to indemnify the Indemnified Parties in Clause 8.1 shall not apply to any infringement or alleged infringement of Intellectual Property Rights to the extent that they:
- (a) arise from the Supplier's or the Customer's use or implementation of specific Customer specifications;
 - (b) are caused by the use of the Services or the Deliverables in a manner not contemplated or expected or permitted under this Agreement;
 - (c) are caused or contributed to by the Customer's use of the Services or the Deliverables (in combination with software or hardware not supplied or approved in writing by the Supplier);
 - (d) are based on use of any version of software made available by the Supplier other than the latest version made available by the Supplier, if such claim could have been avoided by the use of such later version; or
 - (e) are caused by:
 - (i) a modification of the Services or the Deliverables by anyone other than the Supplier or any person acting on behalf of or under the instruction of the Supplier; or
 - (ii) the Customer's use of the Services or the Deliverables after notice of the alleged or actual infringement from the Supplier or any competent authority.
 - (f) any others relevant e.g. any claims whatsoever that arise outside of the UK
- 8.3 Without prejudice to any other right or remedy the Customer may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, the Supplier shall, at the Customer's option, as soon as possible and at the Supplier's own expense, use its reasonable endeavours procure a licence to allow the Customer and the Customer Group to continue receiving the Services or using the Deliverables or shall use its reasonable endeavours to modify the Deliverables so that they are no longer infringing or likely to infringe and provided that there is no substantial effect on the performance of the Services.
- 8.4 If the Supplier is unable to comply with clause 8.2 then the Customer or the Supplier shall have the right to terminate this Agreement.

- 8.5 The indemnity in this clause 8 shall not apply if and to the extent that the relevant Losses are due to breach by the Customer of this Agreement.
- 8.6 The foregoing provisions of Clause 8 state the parties' sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any Intellectual Property Rights.
- 8.7 Nothing in this clause shall restrict or limit either party's or their Group Company's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this clause.

9 Compliance With Regulations

The Supplier shall (at no additional cost to the Customer) at all times carry out and provide the Services in compliance with all relevant Laws.

10 Data Protection

- 10.1 Where Personal Data is Processed by the Supplier, its agents, Sub-Contractors or employees under or in connection with this Agreement in respect of which the Customer is the Data Controller (including Customer Data), the Supplier shall, and shall procure that its agents, Sub-Contractors and employees shall:
- (a) process the Personal Data only on behalf of the Customer (or, if so directed by the Customer, other members of the Customer's Group), only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or received from the Customer from time to time;
 - (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by the Customer;
 - (c) at all times comply with the provisions of the seventh principle set out in Part 1 Schedule 1 to the Data Protection Act 1998 (which provides that appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data) and will ensure that its agents, Sub-Contractors and employees so comply;
 - (d) keep all Personal Data and any analyses, profiles or documents derived therefrom separate from all other data and documentation of the Supplier and ensure access to the Personal Data is limited to those who need access to meet the Supplier's obligations under this Agreement;
 - (e) upon request from the Customer inform the Customer of the measures it has taken to comply with clause 10.1(c) and take such other measures as the Customer may reasonably require to ensure that it does so comply;
 - (f) cooperate as reasonably requested by the Customer but at the cost and expense of the Customer to enable the Customer to comply with any obligations and responsibilities the Customer may have under the Data Protection Regulations and co-operate with the Information Commissioner in the course of its enquiries;

- (g) on the Customer's request and at the Customer's cost provide to the Customer a copy of all the Personal Data held by the Supplier in the format and on the media reasonably specified by the Customer;
 - (h) appoint and identify to the Customer a named individual within the Supplier to act as a point of contact of any enquiries from the Customer relating to Personal Data;
 - (i) not Process the Personal Data in any country outside the European Economic Area without the prior written consent of the Customer; and
 - (j) subject to the requirements of clause 25.3, cease Processing the Personal Data immediately upon the termination of this Agreement, or if sooner, termination or expiry of the Purchase Order to which the Purchase Order relates and as soon as possible thereafter return the Personal Data and any copies of it or of the information it contains and the Supplier shall confirm in writing that this clause 10.1(j) has been complied with in full.
- 10.2 Without prejudice to any other provision of this Agreement, the Customer may at reasonable intervals (or sooner if it can be evidenced that the Supplier or its Sub-Contractors have not Processed Personal Data in respect of which the Customer is the Data Controller in compliance with this Agreement), request a detailed written description of the technical and organisational methods employed by the Supplier and its Sub-Contractors for the Processing of such Personal Data. Within 30 days of receipt by the Supplier of the Customer's written request (which shall include a detailed description of the Customer's reasonable requirements), the Supplier shall deliver a written report to the Customer in sufficient detail that the Customer can reasonably determine whether or not any applicable Personal Data is being or has been Processed in compliance with the Data Protection Regulations.
- 10.3 The Customer shall (as between the Customer and the Supplier) determine the purpose for which and the manner in which all Customer Data shall be Processed and all such Processing by the Supplier in accordance with this Agreement shall be deemed to be on the Customer's instructions. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and ownership and right to use of all Customer Data.

11 Change Control Procedure

No change to this Agreement will be effective or binding unless agreed in accordance with the change control procedure set out in Schedule 3 (Change Control Procedure).

12 Supplier Personnel

- 12.1 The Supplier shall ensure that all:
- (a) Supplier Personnel are properly trained, fully supervised and possess suitable skills and experience for the performance of the Services and the creation of the Deliverables;
 - (b) Key Personnel remain actively involved in performing their designated role during the term (save when absent due to sickness or holiday or when they cease to be employed or engaged by the Supplier) and that any proposed replacement for a person performing a Key Personnel role is agreed in advance with the Customer where practicable, such agreement not to be unreasonably withheld or delayed by the Customer; and

- (c) Supplier Personnel comply with all security and other procedures and regulations (including health, safety and site policies) in force at the Customer Premises which have been notified to the Supplier in writing from time to time.
- 12.2 The Supplier will be fully responsible for the management of all Supplier Personnel and any Sub-Contractors in the provision of the Services.
- 12.3 The Customer will have the right by written notice to the Supplier, to require the removal of any of the Supplier Personnel who, in the reasonable opinion of the Customer, are not performing properly, efficiently or effectively or are in any way disruptive to the Customer's business. The exercise of this right will not relieve the Supplier of its obligations under this Agreement.

13 Employee Vetting

- 13.1 The Supplier shall carry out checks to confirm the following, in relation to each Supplier Personnel based at the Customer Premises, prior to commencing the supply of any Services by those Supplier Personnel:
 - (a) eligibility to work in the UK (and any expiry date of such eligibility) either by right or by virtue of possessing the necessary visas or permits including providing copies of passport and any applicable visas/permits;
 - (b) references for at least the preceding 3 years, with no breaks longer than 3 months;
 - (c) confirmation of results of credit check;
 - (d) confirmation of results of FCA check where appropriate;
 - (e) proof of address.
- 13.2 The Supplier shall, on request, provide written evidence to the Customer confirming compliance with this clause.

14 Key Personnel

- 14.1 The Supplier will ensure that any Key Personnel devote a substantial amount of time and effort to the performance of the Services. The Supplier will exercise all reasonable endeavours to ensure it retains the services of any Key Personnel.

15 Sub-Contracting

- 15.1 The Supplier shall be and remain fully liable for the acts or omissions of any sub-contractor as fully as if they were the acts or omissions of the Supplier.

16 Customer Data

- 16.1 The Supplier acknowledges that the Customer Data is the property of the Customer and subject only to clause 16.2 below the Supplier shall not acquire any Intellectual Property Rights which may subsist in the Customer Data.
- 16.2 The Supplier will only store, copy or use the Customer Data to the extent necessary to perform its obligations under this Agreement and shall not disclose it to any third party without the prior written approval of the Customer.

- 16.3 In the event that, at any time and from time to time, through the provision of the Services, the Supplier or any Sub-Contractor is deemed by virtue of the Copyright and Rights in Databases Regulations 1997 or otherwise, to be the first owner of any database right or other Intellectual Property Rights in any of the Customer Data, the Supplier will immediately assign all Intellectual Property Rights in that Customer Data to the Customer, and will do such things and will procure that any Sub-Contractor assigns and does such things, as the Customer may reasonably consider are necessary to give effect to this clause.
- 16.4 If at any time the Supplier suspects or has reason to believe that the Customer Data has or may become lost or corrupted in any way for any cause then the Supplier shall immediately notify the Customer of such and inform the Customer of what remedial action it proposes to take.

17 Confidentiality

- 17.1 During this Agreement and for a period of six (6) years after termination of this Agreement each party shall keep confidential the Confidential Information and, in particular:
- (a) shall not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
 - (b) shall not disclose to any person, except for any Sub-Contractors who need to know the relevant Confidential Information for the purpose of carrying out their sub-contract, any of the Confidential Information without the prior written consent of the Customer or the Supplier, as the case may be; and
 - (c) shall make every effort to prevent the use or disclosure of Confidential Information, including taking such measures as may be necessary to prevent unauthorised access.
- 17.2 Each party shall inform (and shall procure that any of its Group members shall inform, where applicable) any of its directors, officers, employees and any sub-contractor or other third party to whom it properly provides any Confidential Information of the other party in accordance with the terms of this clause 17, that such information is confidential and shall instruct them:
- (a) to keep it confidential;
 - (b) not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement); and
 - (c) in relation to sub-contractors and any other third party, to enter into a confidentiality undertaking containing obligations equivalent to those set out in this Agreement and only to the extent necessary for the performance of the Supplier's obligations.
- 17.3 The obligations of confidentiality set out in this clause 17 shall not apply to:
- (a) information which is or becomes generally available within the public domain other than as a result of a breach of this clause 17;
 - (b) information which a party can show to have been known by it before disclosure to it by the other party;

- (c) information which is or becomes available to a party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure;
 - (d) the disclosure of information required to be disclosed by law or any binding judgement, order or requirement of any court or other competent authority;
 - (e) the disclosure of information to any tax authority to the extent reasonably required for the purposes of the tax affairs of the party concerned; or
 - (f) the disclosure of information by the Customer to any potential or actual replacement supplier provided that such replacement supplier agrees to keep such information confidential in accordance with the provisions of this clause 17.
- 17.4 Where disclosure is made pursuant to clause 17.3(d), such disclosure will only be made:
- (a) after prior consultation, where legally permitted, with the Customer or the Supplier, as the case may be, as to the terms of such disclosure; and
 - (b) only to the person or persons and in the manner required by law or as otherwise agreed between the parties.
- 17.5 To the extent that Confidential Information of either the Customer (or any member of the Customer's Group) or the Supplier is no longer required by the other party to enable it to perform its obligations or exercise its rights hereunder, such other party shall and shall procure that its officers, agents, employees, consultants, sub-contractors and representatives shall, return or destroy such Confidential Information together with any copies, notes, transcriptions or records thereof in its control, power or possession to the disclosing party forthwith upon demand but in any event shall return or on the request of the disclosing party destroy the disclosing party Confidential Information and all copies of the same upon termination of this Agreement. In either case, the Supplier shall confirm in writing to the Customer that it has either returned or destroyed the Confidential Information and that it no longer holds any copies, notes, transcriptions or records thereof in its control, power or possession.

18 Health And Safety

- 18.1 The Supplier agrees to comply with the Customer's onsite rules regarding health and safety (as amended from time to time) so far as they are notified in writing to the Supplier together with all applicable statutory health and safety rules and regulations.
- 18.2 Either party shall notify the other of any health and safety hazards at the Customer Premises of which it becomes aware. The Supplier will draw these hazards to the attention of those Supplier Personnel and Sub-Contractors engaged in the performance of the Services at the Customer Premises and will instruct such persons in connection with any necessary associated safety measures.
- 18.3 The Customer shall and shall procure that all members of the Customer's Group comply with all applicable statutory health and safety rules and regulations at their premises where Supplier Personnel provide any Services.

19 Security

- 19.1 The Supplier will comply with, and will procure that any Sub-Contractors and each of the Supplier Personnel will comply with the Customer's security requirements (as

notified in writing to the Supplier from time to time) relating to the physical and IT security.

- 19.2 Each party shall advise the other as soon as it is aware of any security breach or potential security breach which may affect the Services or the Customer's reputation.

20 Warranties

Each party warrants to the other that:

- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement;
- (b) it has full capacity and all necessary licences, permits and consents to enter into and to perform this Agreement;
- (c) this Agreement is executed by a duly authorised representative.
- (d) it will comply with all applicable Laws in connection this Agreement

- 20.2 The Supplier warrants that

- (a) there are no existing agreements or arrangements with third parties the terms of which prevent it from entering into this Agreement or would materially impede the performance by it of its obligations under this Agreement;
- (b) the Services will be provided with reasonable skill and care and in accordance with Schedule 1 (The Initial Services), any relevant Purchase Order and Good Industry Practice;
- (c) the Services shall be provided in accordance with and shall at all times comply with the Laws.
- (d) it has and will maintain in force and shall at all times comply with all necessary Consents; and
- (e) the Services will be provided by suitably qualified and experienced professionals (or, where relevant and appropriate, other appropriately qualified and skilled staff);
- (f) all individuals, whether Supplier Personnel or not, who shall assist the Supplier to perform its Services shall at all times be employees or contractors of the Supplier for legal and tax purposes and that the rules affecting personal service companies do not and shall not apply to the Supplier;
- (g) the Customer's receipt of the Services and use of the Deliverables in each case in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party;

- 20.3 To the extent permitted by applicable law, the warranties expressly set out in this Agreement are in lieu of all other warranties express or implied or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose or ability to achieve a particular result in relation to this Agreement

and the Services and the Deliverables all of which are excluded to the maximum extent permitted by applicable law.

- 20.4 The Customer confirms that it has satisfied itself as to the appropriateness of the Services and the Supplier for its requirements. The Supplier specifically excludes any implied or express warranties (other than those expressly set out in this Agreement), condition or representation that any Services and Deliverables will:
- (a) operate in conjunction with any hardware items or software products other than those identified in the Agreement as being compatible with the Services;
or
 - (b) operate uninterrupted or error-free;
 - (c) be suitable for Customer's purposes (and the Customer acknowledges that it is solely responsible for determining the appropriateness of any specifications in respect of the Services and Deliverables)
- 20.5 The Supplier does not warrant or guarantee that it will rectify minor defects in the Services or Deliverables nor that any defect which does not materially affect the Customer's use of the Services or Deliverables in the manner contemplated by this Agreement will be corrected. Any Services or Deliverables that do not meet an applicable specification will only be remedied to be or to function as expressly provided for in such specification.
- 20.6 The Supplier shall not be obliged to rectify any particular defect if attempts to modify any of the code or other aspect of the Service have been made by the Customer, any member of the Customer's Group or any third parties instructed by the Customer or any member of the Customer's Group.

21 Indemnities

The Supplier shall indemnify and defend the Customer and each member of the Customer's Group and their respective directors, officers, agents, employees, successors and assigns from any and all Losses arising from or in connection with the disclosure or use of Personal Data in breach of clause 10 (Data Protection);

22 Liability

- 22.1 Nothing in this Agreement shall have the effect of limiting or excluding either party's liability to the other for death or personal injury caused by its own negligence, for fraud or fraudulent misrepresentation, any liability that cannot be excluded pursuant to applicable law or the Customer's liability to pay the Charges.
- 22.2 Subject to clause 22.1, the following provisions set out each party's entire liability (including any liability for the acts or omissions of its employees, agents and subcontractors) to the other party in respect of:
- (a) any breach of the Agreement however arising;
 - (b) any representation, statement or tortious act or omission (including negligence) or restitution arising under or in connection with the Agreement.

22.3 Neither party shall be liable under any circumstances whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

- (a) loss of profits;
- (b) loss of business;
- (c) depletion of goodwill or similar losses;
- (d) loss of anticipated savings;
- (e) loss of goods;
- (f) loss of contract;
- (g) loss or corruption of data or information;
- (h) loss arising from or in connection with the use of the Services or Deliverables or inability to use or access the Services or Deliverables that may arise in relation to this Agreement save to the extent that remedies are available under the SLA; or
- (i) special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, including without limitation any service or downtime credits (or similar arrangements, howsoever described), damages or other liability (whether arising by way of damages, liquidated damages, penalty, under an indemnity, breach of statutory duty or otherwise howsoever), suffered by a party that arises under or in connection with this Agreement or the use of the Services or Deliverables whether or not the party was advised in advance of the possibility of such loss or damage.

22.4 Subject to clauses 22.1 to 22.3, the liability of either party arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise and whether pursuant to an indemnity or not, is limited to a maximum figure of £1,000,000 (per party) per event in respect of each event or series of connected events.

22.5 Each party agrees to use its reasonable endeavours to mitigate any losses which it may suffer under or in connection with this Agreement (including in relation to any losses, costs, damages and expenses covered by an indemnity) and any amounts which it seeks from the other party in respect of any liability.

23 Insurance

23.1 The Supplier shall at its own cost be solely responsible for taking out the following types of insurance policies for the specified amounts with a reputable insurance company and maintaining in force during the term of this Agreement policies of insurance covering all the risks which may be incurred by the Supplier arising out of

the acts or omissions of the Supplier or the Supplier Personnel in connection with this Agreement:

- (a) professional indemnity insurance covering legal liability for an insured amount of not less than £1,000,000 per occurrence and unlimited in number of occurrences during any one insurance period;
- (b) public liability insurance including cover for bodily injury and property damage arising in connection with this Agreement including as a result of the acts or omissions of the Supplier and/or Supplier Personnel, for an insured amount of not less than £1,000,000 per occurrence and unlimited in number of occurrences; and
- (c) employer's liability insurance as required by relevant Laws including cover for legal liability to make payment in respect of death, injury and/or disability of its employees and with limits of at least £1,000,000 per occurrence and unlimited in number of occurrences during any one insurance period such policy.

23.2 The Supplier shall on request by the Customer promptly provide the Customer with copies of certificates evidencing all the required policies.

23.3 For the avoidance of doubt, none of the requirements contained in this clause 23 as to types, and limits of insurance cover to be maintained by the Supplier shall in any manner limit the liabilities and obligations of the Supplier under this Agreement.

24 Termination

24.1 This Agreement may be terminated by the Customer at any time by providing thirty (30) calendar days' written notice to the Supplier.

24.2 Any individual Purchase Order may be terminated by the Customer at any time by providing thirty (30) calendar days' written notice to the Supplier.

24.3 Notwithstanding the foregoing, either party may, without prejudice to its other rights or remedies, terminate this Agreement or any Purchase Order with immediate effect by written notice to the other if:

- (a) the other commits a material breach of this Agreement or any Purchase Order (being a single event or a series of events which are together a material breach) which is incapable of remedy or which, if capable of remedy, has not been remedied within 30 calendar days of receipt of a written notice specifying the breach and requiring the same to be remedied;
- (b) any of the following events occur in respect of the other:
 - (i) any moratorium, arrangement or composition with its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being obtained or entered into by or in relation to the Supplier or any steps being taken to obtain or enter the same or any proceedings being commenced in relation to the Supplier under any law, regulation or procedure relating to the reconstruction or adjustment of debts;
 - (ii) a receiver, manager, administrator, sequestrator, administrative receiver, liquidator or other similar officer, or other encumbrancer taking possession of or being appointed over, or any distress,

execution, attachment or other process being levied or enforced (and not being discharged within 5 calendar days) upon, against or in respect of the whole or any material part of the assets, rights or revenues of the other or the other failing to satisfy any judgment debt in whole or in part within 14 calendar days;

- (iii) the other ceasing or threatening to cease to carry on the whole or a substantial part of its business or if the other is dissolved;
- (iv) a petition or other form of application being presented or made at court (and not being discharged within 20 calendar days), or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of the Supplier, or the giving or filing of notice of intention to appoint or notice of appointment of an administrator in respect of the other;
- (v) the other or is adjudicated or found to be, insolvent as set out in section 123 of the Insolvency Act 1986 or stops or suspends payments of its debts or is (or is deemed to be) unable to or has no real prospect of being able to or admits inability to pay its debts as they fall due; or
- (vi) if the other shall suffer any event analogous to the events set out in sub-clauses 24.3(b)(i) to 24.3(b)(v) in any jurisdiction in which it is incorporated or resident;

(c) it is entitled to do so pursuant to clause 27.4.

24.4 In addition to and without prejudice to any other rights of the Supplier, the Supplier shall have the right to serve on the Customer a written notice (**Default Notice**) referring to this clause 24.4 in the event that the Customer has failed to pay undisputed invoiced amounts which in aggregate exceed 20 per cent of all outstanding invoices and which have been due and payable for a period in excess of 60 days prior to the date of service by the Supplier of the Default Notice. Any such Default Notice shall itemise the undisputed invoiced amounts to which it relates. In the event that the sums referenced in the Default Notice remain unpaid for a period in excess of 30 days following the receipt by the Customer of the Default Notice then the Supplier may terminate this Agreement with immediate effect.

25 Consequences Of Termination

25.1 The Supplier shall continue to provide the Services under any Purchase Order until termination of this Agreement or termination or expiry of the applicable Purchase Order, subject to any applicable transitional arrangements agreed between the parties.

25.2 On termination of this Agreement for any reason, the Customer shall immediately pay any outstanding unpaid monies and any interest due to the Supplier for Services and Deliverables provided up to and including the date of termination. The Supplier shall be entitled to submit invoices for any Services and Deliverables that it has supplied, but for which no invoice has been submitted, and the Customer shall pay these invoices within days of receipt.

25.3 On the termination of this Agreement or termination or expiry of any Purchase Order subject to payment of all moneys due to the Supplier having been paid:

- (a) the Supplier will transfer all the Customer Data in its possession or control (including all back-up copies) to the Customer or the replacement supplier, or (at the Customer's request) it will destroy all Customer Data in its possession or control (including all back-up copies) and confirm the same in writing to the Customer;
 - (b) the Supplier shall immediately deliver to the Customer all Deliverables (and any work in progress relating to incomplete Deliverables) relating to the Services; and
 - (c) without prejudice to clause 17.5, each party will return to the other all Confidential Information of the other and will confirm in writing that it does not retain the other's Confidential Information save to the extent that such information needs to be retained by the party in question for the purposes of providing or receiving any services to be provided post-termination (but only for such time as it is required for such purposes) or for providing any remaining parts of the Services where there has been a partial termination.
- 25.4 Nothing in this Agreement shall require either party to return, destroy or permanently erase:
- (a) any materials relating to compliance of the other party with this Agreement; or
 - (b) any items that either party reasonably needs to retain for audit purposes, where it has a legal obligation to retain the information or where it is needed to exercise any legal rights.
- 25.5 Upon termination of this Agreement all rights and obligations of the parties shall cease to have effect immediately except that termination shall be without prejudice to the rights and remedies of either party which may have accrued under this Agreement up to the date of termination.
- 25.6 Upon any termination of this Agreement for any reason whatsoever the provisions of clauses herein and any other provision which expressly or by implication are intended to come into or remain in force on or after termination shall continue in full force and effect.

26 Contract Management

- 26.1 If required by the Customer, each Party shall appoint an appropriately qualified and experienced representative to operate as its project manager for the duration of this Agreement (**Project Manager**).
- 26.2 The Project Managers and the parties shall manage this Agreement and the provision of the Services via the procedures agreed between them.
- 26.3 The Supplier shall provide the Customer with management information and reports in accordance with the requirements set out in Schedule 6 (Governance).

27 Force Majeure

- 27.1 Neither party will be liable for any failure or delay in performing any of its obligations (except payment obligations) under this Agreement as a result of Force Majeure for as long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed.

- 27.2 If either party claims to be affected by Force Majeure then it will notify the other party in writing within 1 Working Day of commencement of the Force Majeure, giving details of the effect on its ability to perform its obligations under this Agreement and likely duration of the Force Majeure. The affected party shall use all reasonable efforts to mitigate the effects of the Force Majeure upon the performance of its obligations under this Agreement.
- 27.3 Within 1 day after the cessation of the Force Majeure, that affected party shall notify the other party in writing of the cessation of the Force Majeure and shall resume performance of its obligations under this Agreement.
- 27.4 If any Force Majeure preventing the Supplier from providing the Services in accordance with this Agreement prevails for a continuous period in excess of 14 consecutive days or an aggregate period of more than 21 calendar days in any 12 month period, then either party shall be entitled to terminate this Agreement or the relevant Purchase Order by giving notice in writing to the other.

28 Notices

Any notice given by one party to the other under this Agreement must be in writing and may be delivered personally or by pre-paid first class post. In the case of post, the notice will be deemed to have been given 2 Working Days after the date of posting and in the case of personal delivery, on delivery being made. Notices shall be delivered or sent to the persons and addresses set out in Schedule 5 (Notices) or to any other address notified in writing by one party to the other for the purpose of receiving notices after the date of this Agreement. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.

29 Dispute Resolution

Any disputes relating to unpaid invoices shall be handled in accordance with clause 24.4. If any other dispute arises between the parties under or in connection with this Agreement or a Purchase Order and it cannot be resolved by good faith negotiations between the parties' respective Project Managers, it shall be escalated to senior management level within 3 Working Days of a written request from either of the parties, who will then attempt to settle it by negotiation. Without prejudice to the exercise of any right of termination, if the parties are unable to settle any dispute within 15 Working Days of it being referred to senior management the parties may elect to refer the dispute to mediation or an alternative form of dispute resolution. However, nothing in this clause shall prevent the parties seeking interim relief or commencing or continuing court proceedings provided the parties have first attempted to follow the dispute resolution procedure in this clause 29.

30 Governing Law And Jurisdiction

- 30.1 This Agreement shall be governed by and construed in accordance with English law.
- 30.2 Subject to clause 29 both parties irrevocably agree to submit to the exclusive jurisdiction of the English courts over any action, suit, proceeding or dispute (whether contractual or non-contractual) arising from or in connection with this Agreement.

31 Assignment And Novation

- 31.1 Neither party shall assign nor deal in any way with all or any part of the benefit of, or its rights or benefits under, this Agreement without the prior written consent of the other.
- 31.2 Any purported assignment which does not comply with the terms of this clause 31 shall, as between the parties to this Agreement, be null and void.

32 Waiver And Cumulative Remedies

- 32.1 The rights and remedies provided by this Agreement may be waived only in writing (which shall not include email), and any failure to exercise or any delay in exercising a right or remedy by either party shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of this Agreement or of a default under this Agreement shall not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 32.2 The rights and remedies provided by this Agreement are cumulative, may be exercised concurrently or separately and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided at law or in equity.

33 Relationship Of The Parties

Nothing in this Agreement is intended to create a partnership or joint venture or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Save where expressly stated in this Agreement, neither party shall have authority to make representations, act in the name or on behalf of or otherwise to bind the other.

34 Non-Solicitation

Neither party shall during the term or for a period of six (6) months after termination of this Agreement (on whatever grounds) solicit, induce or encourage or attempt to solicit, induce or encourage (whether directly or indirectly) any employee of the other party or that party's Group with whom the first party had contact during the term of this agreement to terminate his employment with or otherwise cease his relationship with the other party (or the relevant member of the other party's Group) and similarly will not, whether directly or indirectly, employ, engage or offer employment to or an engagement to any such person. However, this does not prohibit either party from giving consideration to any application for employment submitted on an unsolicited basis or in response to a general advertisement of employment opportunities. The Supplier and the Customer understand that any engagement, either on a permanent basis or the basis of a contract for services within 6 months from termination of the Schedule of Service will result in the payment of a fee to the Supplier. This fee is calculated as 13 weeks of the charge or £50,000 (excluding VAT), whichever is greater.

35 Further Assurance

The Supplier shall at the request and cost of the Customer do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be reasonably necessary to vest in the Customer the full benefit of the assets, rights and benefits to be transferred to the Customer under this Agreement.

36 Severance

If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall:

- (a) not affect the other provisions of this Agreement which shall remain in full force and effect; and
- (b) be deleted to render the remaining provisions valid and enforceable.

37 Third Parties

Subject to clause 2.5 a person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

38 Costs

Each party shall bear its own costs and expenses incurred in relation to the negotiation, preparation, execution and implementation of this Agreement and all other documents to be completed in accordance with its provisions.

39 Variation

No variation of this Agreement or any of the documents in the agreed form referred to in it shall be valid unless it is in writing signed by a duly authorised signatory on behalf of each of the parties to this Agreement.

40 Counterparts

This Agreement may be executed by the parties in any number of counterparts and on separate counterparts, each of which shall constitute an original, but all the counterparts together shall constitute one and the same instrument.

41 Entire Agreement

- 41.1 This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes all previous agreements between the parties relating to such matters.
- 41.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. No other terms and conditions (including, without limitation, any terms or conditions which either party purports to apply under any quotation, order acknowledgement, purchase order or any other document issued by such party) shall form part of the Agreement. The only remedy available to either party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.
- 41.3 Nothing in this clause 41 shall operate to exclude any liability for fraud.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Execution Page

Signed by)
duly authorised for and on behalf of)	
<Please enter registered name>)

Signed by)
duly authorised for and on behalf of)	
Brickendon Consulting Limited)

Schedule 1

The Initial Services

1. Background

<TO BE COMPLETED PER PROJECT>

2. Term

The Services shall start and end on the following dates unless terminated earlier or extended in accordance with the terms of the Agreement:

Start Date: []

End Date: []

3. Services and Deliverables

The following Services and/or Deliverables will be provided by the Supplier in accordance with the terms of the Agreement:

<TO BE COMPLETED PER PROJECT>

4. Acceptance Tests and Acceptance Criteria

The Customer shall be deemed to have accepted the whole or any part of the Services and/or Deliverable by way of confirmation or the use of the said Deliverable from the Customer. This can be indicated, but not limited to, confirmation by one of the following methods: email confirmation, written correspondence, signed timesheets, or another written method as agreed between the Customer and Supplier.

5. Service Levels

<TO BE COMPLETED PER PROJECT>

6. Definitions

<Insert any definitions specific to this Schedule 1>

7. Additional Requirements

The following additional requirements have been agreed and to the extent of any conflict shall take precedence over the provisions of the General Terms and Conditions and Schedules of the Agreement:

Schedule 2

Charges for the Initial Services

1. Charges

The Charges for the Initial Services are shown on the attached rate card.

If the parties agree a change to the Services during the term, the Charges may be adjusted accordingly.

Any variation to the Charges shall be applied in accordance with Schedule 3 (Change Control Procedure).

2. Invoices

The Supplier may raise invoices on a monthly basis, in arrears at the end of each calendar month for the work completed during the previous calendar month. Each invoice will be accompanied by a breakdown of the days worked by Supplier Personnel.

3. Expenses

The Charges exclude expenses; any such expenses shall be reasonable and pre-agreed by the Customer Project Manager and shall be billed as a separate line item on the Supplier's invoice where such expenses are strictly necessary in order to provide the Services.

All travel and accommodation will be booked by the Customer on behalf of the Supplier Personnel.

4. Overtime

The Supplier may charge for any Services provided to the Customer outside of the hours normally worked in a professional working day (**Overtime Hours**).

All Overtime Hours must be approved by the Customer in advance in writing and will be charged to the Customer as incurred.

5. Other Services

Any consultancy or other services performed by the Supplier for the Customer shall be charged at an amount to be agreed between the parties in advance in writing and billed in arrears upon performance of the relevant deliverables as stated in the applicable Purchase Order.

Schedule 3

Change Control Procedure

Change Procedure

Any discussions which may take place between the parties in connection with any request or recommendation for a change will be without prejudice to any rights and remedies of any of the parties. If the Supplier or the Customer requests a change under this procedure, the other will not be required to agree to such a change, including any change increasing the Charges or requiring the Customer to incur additional expenditure.

In the event that the Customer or the Supplier wishes to implement a change to any provision of this Agreement, then that party will notify the other party in writing giving details of the proposed change.

On receipt of the notice described above, the parties shall meet to discuss such change. In the event that such discussions result in agreement between the Customer and the Supplier not to proceed further with the change, or do not result in agreement between the Customer and the Supplier to proceed further with the change, no further action will be taken with respect to the Change which will not take effect. In the event that such discussions result in agreement between the Customer and the Supplier to proceed further with the change, then the Supplier will as promptly as reasonably possible but in any case within 14 days of such agreement being reached prepare a Change Order (in the form set out below), detailing the agreed aspects of the Change and submit it to Customer.

The Customer will, within a period of 30 days (or such longer period as the parties may mutually agree) of its receipt of the Change Order (**Decision Period**) either sign and return the Change Order in confirmation of its agreement to the change, or notify the Supplier in writing that it does not wish the change to be made. In the event that the Customer fails within the Decision Period to so confirm its agreement or so notify the other party that it does not wish the change to be made, then it will be deemed not to wish the change to be made. In the event that the Customer confirms its agreement to the change within the Decision Period, then (but not otherwise) the change will be made and be deemed to have taken effect from the end of the Decision Period.

Change Order

Title of Change:

Originator:

Date:

Reason for Change:

Description (giving full details, including any specifications):

Deliverables:

Acceptance Testing and Criteria:

The Price (if any):

Timetable:

Likely Impact on the Agreement:

Signed for and on behalf of the Customer:

Signed for and on behalf of the Supplier:

Schedule 4
Key Personnel and Customer Premises

1 Key personnel

Job title

Name

<TO BE COMPLETED PER PROJECT>

<TO BE COMPLETED PER PROJECT>

2 Customer Premises

<TO BE COMPLETED PER PROJECT>

Schedule 5
Notices

Customer <Please insert registered company name> **Supplier** **Brickendon Consulting Ltd**

Addressee: <Please insert>

Addressee: Christopher Burke

Level 30, 40 Bank Street
London E14 5NR

Schedule 6 Governance

Any requirements for account management and regular reporting including example formats (if applicable) should be inserted here.

<TO BE AGREED PER PROJECT>