



# Terms and Conditions

May 2024

## The following Terms are supplemental to the GCloud Framework and Call-Off Agreements

### Services

The Buyer agrees that for the duration of the contract undertaken by the Supplier, both parties will adhere to the following arrangements and practices:

Visionist Ltd (the “Supplier”) will provide services as agreed in the scope of works set out in the Call-Off Agreement (the “Services”) so far as is reasonably practicable within an agreed timescale, using reasonable skill, care and diligence.

The Supplier enters this contract on the understanding that no individual providing Services on its behalf will work under the Buyer’s supervision and direction. Both the Supplier and the Buyer understand and intend that no individual providing Services on behalf of the Supplier will be an ‘agency worker’, within the meaning of the Agency Workers Regulations 2010 (‘AWR’), and that AWR will not apply in respect of this contract. All engagements are assumed to be outside of IR35, unless proven otherwise by a valid CEST Tool assessment (or other HMRC name for their assessment tool).

It will be the Supplier’s responsibility to provide the services using the resource which the Supplier deems to have the necessary level of qualification and experience in order to complete the contract. If the Supplier’s resources are ill or otherwise indisposed, or the Supplier judges that another worker will be able to make a useful contribution, the Supplier may substitute anyone of suitable qualifications for its staff to undertake the work, without seeking consent from the Buyer.

Any such substitute will be paid by the Supplier, or its subcontractors and instructed in the nature of the contract by the Supplier with the costs of any handover period at the Supplier’s expense. The Supplier will be responsible for any necessary supervision and direction of the work carried out by any such substitute. The substitute will be directed by the Supplier to undertake work on the contract to ensure that the services provided continue without any detriment to the Buyer. The substitute will collect all necessary passes and documentation for working on the site from the Buyer’s Security Office and will return them on departing as appropriate. The substitute will log on to the Buyer’s computer systems by using the login/s provided for the Supplier’s original staff. The Supplier will give no less than 24 hours’ notice of any substitution.

The Supplier will determine where the work will be carried out, and its resources will make use of the Supplier’s facilities to carry out the work should they deem it appropriate.

Where there is a necessity of using the Buyer’s specialist equipment, the Supplier’s resources will be at liberty to use the Supplier’s facilities in the completion of the work when practical and will have sole responsibility for deciding when to do so.

The Supplier will determine the means by which the contracted deliverables are accomplished and its employees will not be available for general consultation by The Buyer’s staff or to routinely attend team meetings or similar unless directly relevant to the contracted work or necessary on, for example, health and

safety grounds. The Supplier's employee/s will determine their hours of work and will be entitled to undertake other contracts for other clients, so long as this does not endanger the prospects of completing the contracted task by the specified time.

The Supplier's employee/s will not have access to company car-parking spaces and may not park on the Buyer's premises. The Supplier's employee/s will not be entitled to join the Buyer's social club or attend the Buyer's staff social functions. The Supplier's resources will not be entitled to take advantage of special offers and discounts made available to the Buyer's staff by certain retailers and service providers. The Supplier's employee/s may make use of the Buyer's canteen facilities but must pay in cash and may not use the staff billing facility to pay for meals. The Supplier's employee/s may not make use of the gym and sports facilities provided on-site for the use of the Buyer's staff.

Should the Supplier's resource have a grievance during the course of the contract they will not make use of the Buyer's staff complaints procedure but report it in the first instance to the Supplier's Client Director.

## **Charges and Payment**

The Supplier shall certify hours expended against the SFIA rates which will be chargeable to the Customer. The Supplier shall also be entitled to invoice the Customer for materials and expenses up to the amount specified in the Call-Off Agreement. Unless otherwise specified, where payment is on a time and materials basis, the Supplier may invoice monthly.

The Customer shall pay the charges within 30 days of a valid invoice. Note that Charges referred to in the Call-Off Agreement are in Pounds Sterling and do not include VAT which will be charged at the appropriate rate prevailing at the time of invoice.

If any of the Supplier's invoices becomes overdue, the Supplier may immediately suspend provision of the Services upon giving written notice to the Customer of such suspension and the reason for it, and any agreed timescale for delivery of the Services will be automatically extended.

## Non-Solicitation of Staff

For the duration of this Agreement and a period of one year after termination, neither Party shall solicit or entice away any of the other's key personnel who have been employed or engaged in the provision of Services or the performance of this Agreement. For this, purpose 'solicit' means approaching directly or indirectly any person with a view to engaging that person as an employee, director or contractor.

This provision shall not apply to any person:

- who shall have ceased for a period of not less than six months to be a member of the other Party's staff; or
- who shall have ceased for a period of not less than one year to be involved, directly or indirectly, in providing relevant services or in the performance of this Agreement; or
- has independently applied for a position advertised through normal proceedings within the open job market.

## Security Clearance

The Supplier will make reasonable endeavours to ensure the continuity of our associate's security clearance. As an SME we are unable to host or request new security clearances. Wherever possible, we will provide the required evidence of extant clearance and contact details of the previous security officer of the department holding the clearance.

It is the client responsibility to ensure an effective transfer of clearance from the previous department and to maintain the clearance, including its renewal and onward sharing with other departments at the end of the service engagement.

All resources will have a minimum of Disclosure Scotland, but where a higher level of clearance is required and is not already held, the client agrees to sponsor and process the required level of clearance, which will not prejudice our engagement for service delivery, in accordance with Cabinet Office guidelines.

# Contact Details:

## The Principle Point of Contact is:

### Visionist Limited

1 Austin Park, Yeoman Road  
Ringwood, Hampshire, BH24 3FG

t: 0330 223 5000

e: [enquiries@smartertechnologies.com](mailto:enquiries@smartertechnologies.com)



Crown  
Commercial  
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Supplier

Microsoft  
Partner

okta



IASME Consortium®



## Locations:



1 Austin Park, Yeoman Road  
Ringwood, Hampshire,  
BH24 3FG



Merlin House

No. 1 Langstone Business Park,  
Newport  
NP18 2HJ

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