RESTART

Standard Terms and Conditions for Supply of Professional Services:

1 DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Client" means any person or company who purchases Professional Services from the Supplier.

1.2 "Professional Services" means the articles and services specified in the Proposal.

1.3 "Proposal" means a proposal, statement of work, quotation or other similar document describing the articles and services to be provided by the Supplier.

1.4 "Supplier" means ReStart Consulting Ltd, 2nd Floor, Powderham House, Park Five Business Centre, Harrier Way, Exeter EX2 7HU, with registered office at the same address, also trading as ReStart.

1.5 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier or which are set out in the Proposal.

2 GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Professional Services by the Supplier to the Client and shall prevail over any other documentation or communication from the Client.

2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

2.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.4 Nothing in these Terms and Conditions shall affect the Client's statutory rights as a Consumer.

3. ACCEPTANCE OF PROPOSAL AND ORDER

3.1 The Proposal attached to these Terms and Conditions shall remain valid for a period of 90 days.

3.2 The Client shall be deemed to have accepted the Proposal as described by placing an order with the Supplier ("the Order") within the period specified in Clause 3.1.

3.3 The pricing for certain professional services work is grouped in levels of complexity or depth of change.
Solution classification is not based purely upon the technical requirements but on depth of change, 3rd party system impact, Trust engagement level and project resource requirements, all of which can lead to an overall increase in complexity/price.
All solutions are developed using ReStart's Agile Methodology which includes the following elements:
Project Management, Technical Scoping/Analysis, Architecture & Design, Development/Unit Testing, User Acceptance Testing Support, Migration to Live, Go-Live Support and Solution Overview Documentation

3.4 The pricing for the above work is based upon the technical detail known at the time of preparation of the proposal. Any changes or additional functionality, added to the scope of the project may necessitate further costs to be agreed for any changes required. The price is based on the technical information given to undertake the proposal. Any delays due to the third-party information not being available to our developers may necessitate further costs. A Purchase Order must be received by Supplier from the Client before completion of any amendments to the scope of this proposal. A minimum charge of £1,500 plus VAT may be applied.

3.4 All Professional services work which is quoted on a fixed price is subject to certain time restrictions for Project Management Services and consultants time during the Scoping, Testing & Go-Live phases, this is set out in the service deliverables description within the proposal. If this time is exceeded due to additional requirements, Client changes, diversion of Supplier staff by the Client or the Client needs further time to service these elements, this time will need to be procured as an additional cost to the proposal. Supplier reserves the right to request a further purchase order from the Client when time is expected to exceed the restrictions when the cause of the excess is beyond the control of Supplier.

3.6 All Orders for Professional Services shall be deemed to be acceptance of the Proposal pursuant to these Terms and Conditions.

4 PRICE AND PAYMENT

4.1 The price for the Professional Services is as specified in the Proposal together with any applicable charges outlined and is exclusive of VAT

4.2 Payment of the price shall be in the manner specified in the services description of the Proposal or as per our standard invoicing terms as set out in Clause 4.3:

4.3 Standard invoicing terms Services

Service Orders with a value up to £50,000 will be invoiced at 100% upon receipt of order. Delivery of development to Trust Test Environment of orders with value up to £50,000 is expected to be achieved within 30 days of project commencement, **hold-ups/non delivery of technical requirements by the Client or any associated third-party not with-standing**. Professional Service Orders with a value over £50,000 up to £75,000 will be invoiced at 90% upon receipt of order, with the final 10% invoiced a maximum of 60 days after delivery of the development to Trust Test Environment. UAT should take place within 30 days of delivery of developments or as agreed in writing with the Trust. **The final invoice will be payable no later than 90 days after delivery of development to UAT**.

Professional Services Orders with a value of over £75,000 will be invoiced 50% upon receipt of order with further milestones as set out in a SOW appropriate to the delivery phases of the project. Standard Milestones or payment amounts where the SOW is waived, are a further 40% invoiced upon delivery of development to Trust Test Environment. Final 10% invoiced a maximum of 60 days after delivery. UAT should take place within 30 days of delivery of developments or as agreed in writing with the Trust. **The final invoice will be payable no later than 90 days after delivery of development to UAT.**

NOTE: non-payment of Milestone 1 on order invoice will delay the deployment of development to Test Servers for UAT.

4.4 **In all cases, should the Trust delay more than 120 days from delivery of the development, to undertake commencement of UAT and/or Go-live requiring Supplier support, Supplier reserves the right to charge a minimum re-engagement fee of £1,500 plus VAT.**

4.5 Service Days - T & M

Orders for Professional Service days on a day rate basis are invoiced at 100% upon receipt or as agreed with the client.

4.6 The contracted terms for all Supplier service day resources are as follows:

"Working Day" means a day (other than a Saturday or Sunday or public holiday)
Supplier's normal Working Day business hours are eight (8) hours between 08.30 and 17.30.

4.7 For charging purposes, minimum time charged is half a day per resource. The Client agrees that only half or full days per resource may be contracted from the Supplier. For charging purposes, any part days worked by a Supplier resource up to or less than 4.25 hours will be treated as a half day: any part days worked more than 4.25 hours will be treated as a full day.

4.8 Client must use all stated Service days prior to the end of the contracted timeframe. Any unused days, part thereof and their value will expire at the end of the contracted timeframe and may not be carried forward unless a prior agreement has been reached and confirmed in writing.
Any Services requested to be provided outside of the Working Day shall be carried out at an additional charge of **one and a half times the normal professional service day rates. Requests for OOH working will need a minimum of 5 working days' notice.**

4.9 Support Contract Orders

Orders for Annual support will be invoiced 100% upon receipt of order. Orders should be received by ReStart to allow invoicing and payment before commencement date of contract.
Annual period payments can be agreed on multi-year options which would be incorporated into the multi-year Service Level Agreement.

4.10 **Product/Software Orders**

Orders for Products or Software will be invoiced 100% upon receipt of order or as specified in the Proposal. Multi-year contracts are as quoted in the proposal with terms as supplied within the proposal. Annual licencing Orders should be received by ReStart to allow invoicing and payment before commencement date of the annual licence/support period of the Product.

4.11 **Overdue Invoice payments**

Suppliers standard terms of payment are 30 days nett. When placing an order, the Client agrees to these terms of payment. If the Client fails to make any payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the current base rate plus 2.00% per month on the outstanding amounts and any other charge applicable under the Late Payment of Commercial Debts (Regulations) 2013.

5 DELIVERY

5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the services.

5.2 Unless otherwise agreed in writing by the ReStart Project Management and Delivery Office, services commence 10 days following receipt of client order.

5.3 Any Contractual Support Services specified in the Proposal that operate for a period of time will be provided for a **minimum period of 12 months** unless a longer time period is specified in the proposal and corresponding Service Level Agreement exchanged between the parties. At the end of the minimum period the Client will then be invited to renew the Services at the then prevailing rate at least ninety (90) days prior to the renewal date.

6 TITLE

Title in the delivered articles or services shall not pass to the Client until the Supplier has been paid in full.

7 CLIENT'S OBLIGATIONS

To enable the Supplier to perform its obligations the Client shall:

7.1 co-operate with the Supplier;

7.2 provide the Supplier with any information reasonably required by the Supplier;

7.3 obtain all necessary permissions, licenses and consents which may be required before the commencement of the services, the cost of which shall be the sole responsibility of the Client; and

7.4 comply with such other requirements as may be set out in the Proposal or otherwise agreed between the parties.

8 SUPPLIER'S OBLIGATIONS

8.1 The Supplier warrants that the Services will at the time of delivery correspond to the description given by the Supplier within the proposal unless scope or changes have been requested by the Client during the services provision.

8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.

8.3 The Supplier accepts all responsibility for the condition of the tools and equipment used in the performance of the Services and shall ensure that any materials used shall be free of virus & defects.

10 CANCELLATIONS AND REFUNDS FOR PROFESSIONAL SERVICES WORK

10.1 In the event that the Client orders a service which is subsequently found to be an error the Supplier will offer no cancellation or refund, although an alternative service may be offered.

10.2 The Client may terminate the Professional Services Work by giving 30 days notice in writing (an email is an acceptable form of writing). After termination services provided will be finalised to the date of termination and all outstanding non-invoiced usage and other charges will be invoiced and must be paid in full. Any termination received after commencement of professional services work ordered, will necessitate the on-order invoice amount being paid in full and if already paid, this amount will be retained by the Supplier for work undertaken in good faith.

10.3 The Supplier reserves the right to terminate the Services without notice or refund if any of these terms have been breached or if it is the Suppliers belief that the Services are being used with fraudulent or criminal intent. Upon termination of Services, you must take all reasonable steps to notify all your internal contacts. Failure to notify your contacts after termination may result in further fees or charges.

10.4 The appropriate Services fees as set out in Clause 4 are payable in advance. If the Services fees are not paid when due, the Services may be suspended without notice, until such payment is made.

11 TERMINATION AND CANCELLATIONS OF SUPPORT CONTRACTS

11.1 **Contract Termination**

It is understood by both parties that support contracts shall run for the period as specified in the Support Contract Summary form within the Service Level Agreement which forms part of the Support Proposal. **The support contract is subject to automatic renewal thereafter unless terminated under the terms of the contract.**

Either party may terminate the support contract for any reason at the end of a contractual period. Notice may be given in writing to the authorised representative of either party to this effect at least two months (60 days) prior to the end of the contract period. If such notice is not given then the support contract shall be deemed to be continued between the parties and payable at the last annual payment plus any additional costs, the Client agrees to provide a purchase order for the value within a reasonable timeframe. Failure to supply a purchase order will result in an invoice being produced at the date relevant to the automatic renewal, should there be an excessive delay between automatic renewal date of contract and receipt of order, the Supplier shall be entitled to charge interest at the current base rate plus 2.00% per month on the outstanding amounts and any other charge applicable under the Late Payment of Commercial Debts (Regulations) 2013.

Should a discounted multi-year option be terminated before the end of the full contracted term, with the correct notice period of two months prior to the contract annual anniversary, ReStart reserves the right to retrospectively charge the correct multi-year option support fees for the contract duration already undertaken and the Client agrees to provide a purchase order for the value if requested within a reasonable time frame. Failure to supply a purchase order will result in an invoice being produced at the date relevant to the contract termination date and the Supplier shall be entitled to charge interest at the current base rate plus 2.00% per month on the outstanding amounts and any other charge applicable under the Late Payment of Commercial Debts (Regulations) 2013.

12 LIMITATION OF LIABILITY

12.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price for the Professional Services.

12.2 The Supplier shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.

12.3 For the avoidance of doubt, time shall not be of the essence and the Supplier shall incur no liability to the Client in respect of any failure to complete the Services by any agreed completion date.

13 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

14 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.