Dated **2026**

DSI BILLING SERVICES LIMITED

AND

[NAME OF CLIENT]

Framework Agreement for the Supply of Govmail Online Cloud Services

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THIS AGREEMENT is made the day of 202

Between:

(1) **DSI BILLING SERVICES LIMITED** a company incorporated in England and Wales under registration number 02788181 whose registered office is at Evolution House, Choats Road, Dagenham, Essex, RM9 6BF] **I**

(2) **[CLIENT – add full details]** (the "**Client**")

WHEREAS:

(A) The Client wishes to receive certain print and mail service as set out in and upon the terms of this Agreement.

(**B**) [*Add further background information if required*]

THE PARTIES AGREE AS FOLLOWS:

1 Definitions

"**Agreement**"	means this agreement together with the Schedules;
"**Associated Company**"	means any person controlling (directly or indirectly), controlled by or under common control with DSI or Client and for the purposes of this definition, 'control' shall mean direct or indirect beneficial ownership of 50% or more of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of such entity;
"**Charges**"	means those charges payable by the Client to DSI set out in a SOW;
"**Client Representative**"	means a person nominated for the purpose by the Client to DSI in writing from time to time;
"**Commencement Date**"	means **[ ]**;
"**Confidential Information**"	means the terms of this Agreement and the terms of any other agreement between DSI and the Client, the Data, information relating to the business or financial affairs of either party or their customers and any information, document, material or item which is designated by any party as confidential, which is of a confidential nature or which relates to DSI or the Client or its customers and is not in the public domain;
"**Data**"	means all data provided by the Client and processed or conveyed by DSI on behalf of the Client as part of the Services;
"**Data Protection Legislation**"	means the Data Protection Act 1998 (as may be amended from time to time);
"**DSI Representative**"	means a person nominated for the purpose by DSI to the Client in writing from time to time;
["**Environment**"	means the hardware, system software, internet browser, database management software, and network requirements notified by DSI to the Client from time to time. DSI shall notify the Client of any material change in the requirements for the Environment which may impact the ability of the Client to continue to access and utilise any Service provided via the Environment;]

"**Index**"	means the Retail Price Index as published by the Central Statistical Office of Her Majesty's Government;
"**Intellectual Property Rights**"	means all intellectual property rights on a world-wide basis whether currently in existence or otherwise and whether vested or contingent including (without limitation) copyright (including foreign language translation rights), design rights, database rights, registered designs, patents, trade marks, trade names, signs and other designations provided the foregoing are of a proprietary nature and all similar rights whether registered or otherwise (including, without limitation, all extensions, reversions, revivals and renewals thereof). The above shall include, in relation to registrable rights, applications made or rights to make applications in respect of any such rights;
[**"Scheduled Downtime"**	means downtime due to scheduled network or software upgrades or maintenance;]
"**Services**"	means the provision of print, mail, data processing, and consultancy services as specified in a SOW;
"Statement of Work" or "SOW"	means an order for the Services under this Agreement, in the form attached at Schedule 1;
"**Working Day**"	means 09:00 to 17:00 hrs Monday to Friday, excluding UK bank and public holidays.

2 Commencement and Duration

2.1 This Agreement shall commence on the Commencement Date and, subject to the terms hereof, shall continue for [xxx years] ("**Minimum Term**").

2.2 If this Agreement is not terminated at the end of the Minimum Term, it shall automatically continue for successive automatically renewing periods of twelve months (each a "**Renewal Period**"). Either Party may terminate this Agreement during any Renewal Period on not less than three months' prior written notice and such termination shall be effective at the end of the then current Renewal Period.

3 Provision of Services

3.1 This Agreement is a framework agreement which provides the governance structure and the standard provisions and templates for the Parties to agree SOWs in respect of the provision of Services by DSI for the Client from time to time. DSI shall provide the Services to the Client during the Minimum Term and any Renewal Period in accordance with the terms of the Agreement and the relevant SOW. Unless expressly agreed to the contrary in writing, any date or time for the performance of the Services shall be an estimate only and time shall not be of the essence in the provision of Services. The provisions of this Agreement shall apply to all Statements of Work unless and to the extent that the applicable SOW otherwise expressly states.

3.2 The Client acknowledges and agrees any of DSI's Associated Companies may enter into SOWs with the Client for the provision of Services to the Client. Any reference to a right or obligation imposed on DSI pursuant to this Agreement shall where the context so permits, be deemed to include a reference to the relevant Associated Company providing Services under a SOW.

3.3 The Charges set out in the relevant SOW will be calculated on the basis of information supplied by the Client, if this information proves to be inaccurate DSI reserves the right to review and amend the Charges.

3.4 The Parties shall render each other such reasonable assistance as shall be necessary for them to carry out their obligations hereunder and, in particular but without prejudice to the generality of the forgoing, each Party shall meet and comply with its obligations set out in the Schedules. In any event, the Client confirms that the Data and any other material provided to DSI:

a) shall not be unlawful, offensive, defamatory or in breach of any third party Intellectual Property Rights or data protection rights; and

b) shall be accurate and in the format directed by DSI; and

c) shall be provided in a timely manner having regard to the timescales agreed between the parties for the provision of the Services.

3.5 The Client shall ensure that any instructions to DSI are clear and unambiguous in all respects. The Client shall ensure that all Data provided by the Client as part of the Services shall be described and identified uniquely and unambiguously. Where the Client specifies or supplies materials such as, but not limited to, documents, inserts, and envelopes, the Client shall ensure these materials are described and identified uniquely and unambiguously.

3.6 The Parties do not envisage or intend any staff transfers to DSI, whether by operation of law or otherwise, as part of the arrangement contemplated herein. The Client shall indemnify DSI from and against any and all liabilities and obligations which DSI may incur at any time in respect of any person engaged or employed by the Client or Client's other suppliers and which shall arise out of or in connection with the provision of the Services under the application, or purported application, (for whatever reason) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as may be amended from time to time) or otherwise. The provisions of this Clause 3.6 are expressly agreed by the Parties to survive any termination of this Agreement, however arising.

3.7 DSI shall, and shall procure that its agents, directors, employees, officers and subcontractors shall: (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Anti-Bribery Laws**"); (ii) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including but not limited to that which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and (iii) have, maintain and enforce throughout the term of supply, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

3.8 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

4 Changes to the Services

4.1 This Clause relates to changes or additions to the Services and to the provision of additional services (collectively a "**Change**"). If the Client requests DSI in writing to make a Change and DSI wishes to respond, or if DSI itself wishes to propose a Change then, in either event, DSI shall submit a document to the Client which sets out:

a) The likely timescale for a Change; and

b) Details of any variation likely to be made to the Charges as a result of introducing the Change as part of the Services,

and DSI shall be entitled to make a reasonable charge for preparing such document.

4.2 The Client shall, within 30 days of receipt of such document, notify DSI in writing whether or not it accepts the same. The parties shall discuss in good faith any changes to be made to such document.

4.3 If the parties agree to make a Change:

a) the Client shall, so far as it is able, provide such assistance as reasonably necessary for the developing, prototyping, testing and introduction of the Change as part of the Services; and

b) the description of the Services in the Schedules shall be amended accordingly and DSI shall change the Charges to reflect the sum referred to in Clause 4.1b) (as may have been varied during the discussions referred to in this Clause 4).

5 Risk, Title and Insurance

5.1 The Client is responsible for the delivery of the Data to DSI in accordance with any arrangements set out in the Schedules and, where agreed, shall be responsible for collection of any completed Services.

5.2 Risk and title in the Data shall remain with the Client at all times whilst in the custody of DSI and the Client shall maintain appropriate back-up procedures and insurance cover to in respect of such data and the risks of loss thereto.

5.3 DSI shall maintain, with a reputable insurance company (either in its own right or under a global insurance scheme maintained by its parent company) such insurance as it reasonably deems appropriate in respect of its obligations under this Agreement.

6 Access to Sites

6.1 If necessary for the performance of the Services the Client and DSI shall permit each other's employees and authorised sub-contractors to enter their respective premises upon prior reasonable notice during a Working Day or at other times, provided that such employees and sub-contractors comply with any regulations governing security, confidentiality and health and safety.

6.2 The Client and DSI shall procure that at all times when such persons are present in each other's premises they shall obey the reasonable instructions of the other party's representatives in respect of such presence and shall observe any reasonable conditions including any and all security and health and safety policies in respect thereof from time to time and provided to the other party in writing.

7 Prices and Payments

7.1 The Client shall pay to DSI for the provision of the Services the Charges in the manner and at the times set out in this Clause and in the relevant SOW.

7.2 DSI shall have the right to increase the Charges at each twelve month anniversary of the Commencement Date in accordance with the Index.

7.3 Notwithstanding the provisions of Clause 7.2, if at any time the costs charged to DSI by third party suppliers of materials or services increase, DSI shall also be entitled to increase the Charges to reflect the same giving as much notice to the Client as is reasonably possible. DSI shall provide confirmation of the increase of such costs. Postal charges will be adjusted periodically in accordance with Royal Mail postage rate price increases. Revised unit rates will be communicated to the Client giving as much notice as reasonably possible.

7.4 All sums due to DSI under this Agreement shall be payable by the Client as specified in the relevant SOW. Postal charges shall be invoiced in advance, (or weekly in arrears by special arrangement) by DSI. Production charges shall be invoiced in arrears by DSI. Non-postal Invoices shall be payable within 30 days of date of invoice. Postal invoices shall be paid within 7 days of receipt of invoice. The Client shall notify DSI within 7 days of receipt if it disputes any item on any invoice and until such dispute is resolved, shall not be liable to pay such disputed element of the invoice. The Client shall pay the undisputed balance of such invoice in accordance with its terms. If upon investigation by DSI it transpires that such disputed amount is properly due then DSI shall be entitled to charge interest in accordance with Clause 7.6 on the disputed sum for the period from the original due date until actual receipt of payment.

7.5 All sums due to DSI under this Agreement are exclusive of all taxes and VAT which shall be charged in accordance with the relevant regulations in force at the time of making the relevant taxable supply and shall be paid by the Client against receipt from DSI of a valid VAT invoice. DSI shall be entitled to recover VAT applicable to the Charges from the Client, including, but not limited to, circumstances where there has been a change in law or regulator practice or a ruling of the relevant authority (including HMRC) which requires DSI to invoice for VAT. DSI shall not be liable for any VAT or tax related advice.

7.6 DSI reserves the right to charge daily interest on all undisputed outstanding amounts until payment is received in full at the rate equal to 4% per annum above the Lloyds Banking Group PLC base rate from time to time whether before or after judgement. Such interest shall be calculated from the original due date and not from the Client's actual schedule of payment. Interest shall continue to accrue not withstanding expiry or termination for any cause whatsoever of this Agreement.

8 Reporting, Consultation and Dispute Resolution

8.1 With effect from the Commencement Date the parties shall follow any fault reporting facilities and procedures set out in the Schedules.

8.2 The Client Representative and the DSI Representative shall have regular meetings to discuss the provision of the Services, such meetings to be scheduled and minuted by DSI and copies of such minutes circulated to both parties. Any complaints or problems relating to the provision of the Services shall be referred by the Client Representative to the DSI Representative and shall be discussed at such meeting and appropriate action shall be taken. Any unresolved problems emerging from such meetings shall be referred immediately to a nominated manager of the Client and a nominated manager of DSI who shall attempt to resolve the issue.

8.3 If any dispute arises between the parties with respect to the scope of the Services, or the conformity of the Services with the provisions of this Agreement, then such dispute shall be escalated to the senior management within each Party for them to agree a method of dispute mediation and resolution.

8.4 Nothing contained within this Clause 8 shall restrict the freedom of either party to commence any legal proceedings to preserve any legal right or remedy or to protect any Intellectual Property Rights.

9 Confidentiality, Data Protection and Security Arrangements

9.1 DSI acknowledges that the Data shall belong to the Client and undertakes that it shall not be used or accessed by DSI or by any of its employees or authorised sub-contractors for any purpose other than as necessary to provide the Services to the Client hereunder, nor, save as provided hereunder, shall the Data or any part thereof be disclosed to any third party (which shall not include DSI's employees or sub-contractors) by DSI provided that the restrictions in this Clause shall cease to apply to the Data or any part thereof which may come into the public domain otherwise than as a result of a breach of this Clause by DSI or which DSI can

demonstrate was lawfully in its possession prior to disclosure by the Client or to information which DSI is compelled to disclose to a court or other body having similar authority or pursuant to government, stock exchange or other regulations.

9.2 The parties shall report forthwith to each other all identified attempts (whether successful or not) by unauthorised persons (including unauthorised persons who are employees of DSI or the Client) either to gain access to or interfere with the Data.

9.3 Each Party must:

a) keep confidential all Confidential Information of the other party; and

b) not disclose any Confidential Information to any person, except:

i) as required by law;

ii) with the prior written specific consent of the other party;

iii) to its directors, officers, employees and those of its Associated Companies to whom disclosure is necessary for the purposes of this Agreement and each party shall ensure that its directors officers, employees and Associated Companies shall keep the Confidential Information confidential and shall not use it except for the purposes of this Agreement.

9.4 Each Party shall promptly notify the other if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other all reasonable assistance in connection with any proceedings which it may institute against such person for breach of confidence.

9.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.

9.6 For the duration of this Agreement and to the extent that any Personal Data is controlled or processed (as such terms are defined in the Data Protection Legislation) by either party, each party shall comply in full with their respective obligations under the Data Protection Legislation. This will include making and/or amending all registrations/notifications which are necessary to allow it to fulfil its obligations under this Agreement and implementing policies and procedures which are necessary to comply with the requirements of such legislation.

9.7 For the purposes of this Agreement, DSI agrees that it will be acting as a Data Processor in respect of the Personal Data and shall act only on the instructions of the Client (who undertakes to act as Data Controller) and in accordance with the terms and conditions of this Agreement. Accordingly DSI agrees to:

a) have in effect and maintain appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability of staff having access to the Personal Data;

b) ensure that any Personal Data processed in connection with the Services is fairly and lawfully processed and that the processing thereof is in accordance with this Agreement and not in breach of any provisions of the Data Protection Legislation;

c) promptly provide the Client with all necessary Personal Data which is in the possession of or under the control of DSI if the Client is served with a subject access request under the Data Protection Legislation and the Client informs DSI in writing that this is the case;

d) procure that it shall only undertake processing of Personal Data reasonably required and/or necessary in connection with this Agreement and shall not transfer any Personal Data to any country or territory outside the European Economic Area (except to such countries as certified by the European Union as having comparable data protection policies and/or to companies with which it has appropriate contractual protection);

e) only disclose Personal Data to the extent required or permitted by law or under a court order, or to such parties having a genuine need to know the Personal Data for the purposes of providing the Services provided that such disclosure is made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause and provided that DSI shall give notice in writing to and obtain consent from the Client for any other disclosure of Personal Data which it is otherwise required to make;

f) impose equivalent security and Data Protection arrangements and obligations on all persons who have access to Personal Data processed in connection with the Agreement; and

g) for the purposes of this clause "Data Processor", “Data Controller” and "Personal Data" shall have the meanings as defined by Section 1 of the Data Protection Legislation.

9.8 The Client shall indemnify DSI against any and all liabilities, damages, obligations, claims, demands, reasonable costs and expenses (including reasonable legal fees) incurred by DSI made or brought by any person, organisation or authority in respect of any liability, loss, damage, expense or distress caused as a result of the Client's unauthorised and/or unlawful control or processing or the Client's destruction and/or damage to any Personal Data controlled or processed by the Client, its employees or agents and/or the Client’s failure to comply with its obligations under this Clause.

9.9 The provisions of this Clause 9 shall survive any termination of this Agreement, however arising.

10 Termination

10.1 Either party may (without prejudice to its other rights) terminate this Agreement or a particular Service or SOW by notice in writing to the other Party in the event of:

a) Breach of this Agreement by the other Party and such breach is not remedied within ten (10) Working Days after a written notice of such breach is given by the non-breaching Party to the Party in breach; or

b) Bankruptcy, or either Party commencing voluntary or involuntary winding up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or upon the filing of any petition seeking the winding up of either party, or upon either Party making a general assignment for the benefit of its creditors, or shall cease to carry on business.

10.2 Any termination of this Agreement or a SOW (for whatever reason) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

10.3 Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect as long as and to the extent that any SOW remains in full force and effect.

11 Consequences of Termination

11.1 Upon termination of this Agreement for any reason whatsoever:

a) DSI shall cease to provide the Services; and

b) DSI shall, at the option of the Client, either make available to the Client or destroy all copies of the Data in its possession; and

c) The Client shall pay DSI within thirty (30) calendar days all Charges due and owing under this Agreement; and

d) DSI will cooperate with the Client and take all reasonably requested steps to assist the Client in making an orderly transition of the Services and will cooperate in the return of all Confidential Information and other related documents**.**

11.2 Without prejudice to DSI's other rights hereunder, if this Agreement or any SOW is terminated by DSI under Clause 10.1 DSI shall be entitled to recover from the Client all its costs including contractual commitments outstanding as at the effective date of termination and necessarily incurred by DSI in the provision of the Services and, should such termination take effect prior to the end of the Minimum Term or Renewal Period (as the case may be), DSI's loss of profit on the Services which would have been provided under Schedule 1 for the remainder of such period.

12 Intellectual Property Rights

12.1 Each party's pre-existing or background Intellectual Property Rights shall at all times remain vested in and the property of the relevant party.

12.2 All Intellectual Property Rights in the Data, as well as the data produced by the Services from the Data, shall belong to and remain vested in the Client save for any and all enabling software or test data resident on DSI's systems or used by DSI for the provision of the Services.

12.3 DSI retains all Intellectual Property Rights in its proprietary technologies, business processes and methods, and all improvements thereto, that it discloses or deploys in the course of providing the Services. If, in the course of or as a result of any Services provided by DSI to the Client, DSI or its employees or agents creates any document or other material protected by any Intellectual Property Rights, it is agreed that all legal and beneficial rights therein shall be owned by DSI, and the Client shall have no rights therein beyond a non-exclusive licence for the duration of this Agreement to make copies for its own internal use of any document (but not of any other material) which may be delivered to the Client by DSI. The Client hereby waives any Intellectual Property Rights it may have in such document or material and assigns by way of present and future assignment any Intellectual Property Rights to DSI. The Client shall execute any assignment or other instrument which may be necessary to give effect to this provision. If the Client wishes to have such rights assigned to it or to have a more extensive licence, and DSI agrees, DSI reserves the right to make an additional charge.

12.4 The Client shall indemnify DSI against any and all liabilities, damages, obligations, claims, demands, reasonable costs and expenses (including reasonable legal fees) arising in any jurisdiction (whether arising from infringement (or alleged infringement) of any Intellectual Property Rights or any other cause whatsoever) by reason of:

a) work carried out by DSI, its agents or employees in accordance with directions or specifications given by the Client; or

b) the use by DSI of any software or other materials assigned, licensed or otherwise made available to DSI by the Client pursuant to this Agreement or otherwise.

12.5 DSI shall notify the Client within seven days of receipt of any claim and, unless the Client shall fail to assume the conduct of the defence within a reasonable period:

a) shall make no admission relating to the claim without the consent of the Client (such consent not to be unreasonably withheld or delayed);

b) shall allow the Client full discretion to conduct or settle all negotiations and proceedings, subject to receiving reasonable security for costs and damages; and

c) shall give the Client all reasonable assistance in respect thereof.

12.6 DSI reserves the right to decline to process or print any material which in its reasonable opinion is or may be unlawful, offensive, defamatory or in breach of the Intellectual Property Rights or other rights of a third party and shall not be in breach of this Agreement for any failure to provide Services in accordance with the terms hereof which results from such declining.

12.7 Should DSI in the provision of Services process or print any material which is subsequently held to be unlawful, offensive, defamatory or in breach of the Intellectual Property Rights or other rights of a third party, the Client shall indemnify and keep indemnified DSI against any and all liabilities, damages, obligations, claims, demands, reasonable costs and expenses (including reasonable legal fees) resulting therefrom.

12.8 The provisions of this Clause 12 are expressly agreed by the parties to survive any termination of this Agreement, however arising.

13 Limitations of Liability

13.1 Except in respect of injury to or death of any person and for fraud (for which no limit applies), the maximum aggregate liability of DSI under this Agreement whether in contract or tort including negligence shall not exceed the greater of (a) £100,000 or (b) the amount of the Charges paid or payable to DSI by the Client under this Agreement during the twelve months period preceding the first event of such loss or damage, except that during the first year of this Agreement (commencing on the Commencement Date) the sum in b) above shall be equivalent to the anticipated Charges for the first year as set out in the first year's SOWs.

13.2 Notwithstanding anything else contained in this Agreement DSI shall not be liable to the Client for loss of income, loss of profits, loss of goodwill, loss of operation time, loss of anticipated savings, loss of contracts, loss of use or value of any equipment and/or software or for any indirect or consequential loss or damage whether arising from negligence, breach of contract or howsoever.

13.3 DSI shall not be responsible for any failure to provide the Services in accordance with the provisions of the Agreement or for any delay in such provision or for any breach of this Agreement arising out of or contributed to by any of the following:

a) any act or omission of the Client or a third party acting on behalf of the Client;

b) errors in the Data supplied by the Client or data provided out of sequence;

c) faulty, damaged and incorrectly coded computer media supplied by the Client;

d) the late arrival or non-arrival of Data from the Client;

e) defects in work carried out by DSI which the Client has undertaken to check or has been submitted to the Client by DSI for checking and which the Client has not brought to DSI's attention within the timescales agreed between the parties;

f) errors in specifications, test data or other material supplied by the Client;

g) errors, bugs, defects or design faults in software supplied by the Client or by a third party; or

h) alterations or variations to documents to be designed or prepared by DSI as part of the Services where such alterations or variations are requested by the Client;

and DSI shall be entitled to make a reasonable additional charge in respect of increased or additional costs incurred as a result of any of the above, such charge shall be calculated in accordance with charges set out in the relevant SOW where applicable or as otherwise agreed with the Client.

13.4 The provisions of this Clause shall continue to apply notwithstanding the expiry or termination for any reason whatsoever of this Agreement.

14 Force Majeure, Contingency Arrangements and Disaster Recovery

14.1 Neither party shall be liable to the other for any loss or damage, and DSI shall not be liable to re-perform any Services, due to any cause beyond its reasonable control ("**Force Majeure**") including without limitation any act of God, extreme weather conditions, failure or shortage of power supplies, epidemic, flood, drought, lightning or fire, strike, lock-out, blockade, trade dispute or labour disturbance (other than strikes, lock-outs, trade disputes or labour disturbances directly involving its employees), the act or omission of Government, highways authorities, public telecommunications operators or other competent authority, terrorism, wars, military operations, riot, difficulty delay or failure in manufacture production or supply by third parties of equipment or services, earthquake, explosion, burst pipes, malicious damage, impact, civil commotion and accidental damage. If either party seeks to rely on Force Majeure it shall as soon as is reasonably practicable give full particulars in writing to the other of the facts or circumstances giving rise to force majeure.

14.2 In the event of Force Majeure affecting DSI's performance hereunder, the parties shall use reasonable endeavours to agree and implement (at the Client's expense) a disaster recovery programme appropriate to the prevailing circumstances.

14.3 If an event of Force Majeure continues for a period of 60 days or more, either party shall have the right to terminate this Agreement by notice in writing to the other at any time after the expiry of such period while such Force Majeure event continues to be operative without thereby incurring any liability to the other.

15 Transfer and Sub-Contracting

15.1 DSI may sub-contract any duties or obligations arising under this Agreement provided DSI shall remain responsible for the performance of such duties or obligations by its sub-contractor(s).

15.2 DSI may transfer this Agreement to any Associated Company, and subject to the consent of the Client (not to be unreasonably withheld or delayed), to any other person.

15.3 The Client shall not transfer all or any part of its rights or obligations under this Agreement without the prior written consent of DSI, such consent of DSI not to be unreasonably withheld or delayed.

16 Non Solicitation of Staff

16.1 During the term of this Agreement and for a period of six months after its termination (for whatever reason) neither party shall solicit (nor attempt to solicit) any employee of the other involved in providing or receiving the Services, to work for it either as an employee or an

independent contractor. For the avoidance of doubt, this clause shall not restrict a party from hiring employees of the other party who apply unsolicited in response to a general advertising or recruitment campaign.

17 Service of Notices

17.1 Any notice which may be given by either party under this Agreement shall be deemed to have been duly given if left at or sent by pre-paid recorded delivery post or facsimile transmission (confirmed by letter sent pre-paid recorded delivery post on the date of facsimile transmission) to the other's principal or registered office or any other address notified to each other in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent.

18 General

18.1 Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any other occasion.

18.2 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

18.3 This Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party.

18.4 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all agreements made by either party, whether oral or written. All Services provided and/or work carried out pursuant to any letter of intent shall be governed by this Agreement. The parties agree that, save as expressly set out herein, neither party will have any liability for any statement or representation made by it (whether innocently or negligently) upon which the other party relied in entering into this Agreement, unless such statement or representation was made fraudulently. This Agreement shall prevail over any inconsistent terms and conditions in any other agreement between the parties or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

18.5 The parties shall, and shall use all reasonable endeavours respectively to procure that any necessary third party shall, do execute and perform all such further deeds, documents, assurances, acts and things as any of the parties hereto may reasonably require by notice in writing to any other party to carry the provision of this Agreement into full force and effect.

18.6 This Agreement is intended and agreed to be for the benefit solely of the parties hereto and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.

18.7 This Agreement shall be governed by and constructed and interpreted in accordance with the law of England & Wales and the courts of England & Wales shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement.

18.8 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

19. Interpretation

19.1 In this Agreement words importing the singular include the plural and vice versa and words importing gender include any other gender.

19.2 The headings of Clauses are for ease of reference only and shall not affect the construction of this Agreement.

19.3 References in this Agreement to Clauses or Schedules or Statements of Work are references to clauses of or schedules or Statements of Work to this Agreement.

19.4 The expression "person" used in this Agreement shall include (without limitation) any individual, partnership, local authority, company or unincorporated association.

19.5 Any reference herein to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force and to include any bye-laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any condition attaching thereto.

SIGNED on behalf of the parties by their duly authorised representatives on the date hereof.

SIGNED for and on behalf of

DSI BILLING SERVICES LIMITED ……..

Name and Title:

Date:

SIGNED for and on behalf of

[CLIENT] ……..

Name and Title:

Date:

Schedule 1

Statement of Work Template

Statement of Work

BETWEEN:

(1) **DSI [ENTITY]** a company incorporated in England and Wales under registration number [NUMBER] whose registered office is at [INSERT] ("**DSI**" or **[Associated Company]**).

(2) **[CLIENT]** a company incorporated in England and Wales under registration number [NUMBER] whose registered office is at [INSERT] ("**Client**").

WHEREAS:

This Statement of Work No. [X] ("**SOW No.** __") whose effective date is [DATE] ("**SOW Effective Date**") is issued pursuant to and in accordance with all terms of the Framework Agreement dated [DATE] ("**Agreement**") between DSI and the Client (collectively "**the Parties**"). Capitalised terms in this SOW shall have the same meaning ascribed to them in the Agreement. In the event of a conflict between the terms of this SOW and those of the Agreement, the terms in the Agreement shall prevail unless otherwise stated in this SOW.

THE PARTIES AGREE AS FOLLOWS:

1. **Services and Specifications**

2. **Service Levels and Timescales**

3. **Charges**

4. **Governance, Reporting and Key Contacts**

5. **Term of this SOW/Notice to terminate**

6. **Provisions to apply specifically to this Statement of Work**

7. **General**

This SOW may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this SOW, but all the counterparts shall together constitute the same SOW. No counterpart shall be effective until each party has executed at least one counterpart.

The Parties agree that this Statement of Work shall form part of the Agreement and each agree to be bound by the terms of both documents.

SIGNED on behalf of the parties by their duly authorised representatives on the date hereof.

SIGNED for and on behalf of

DSI [ENTITY])……

Name and Title: ……..……..

Date:

SIGNED for and on behalf of

[CLIENT])……

Name and Title: ……

Date: