



Agreement for Consultancy Services

THIS AGREEMENT is made on [Day Month] 2025

BETWEEN:

(1) **G7 Business Solutions Limited** (Co No 04345676) whose registered office is at Suite 7A, Building 6, Croxley Park, Hatters Lane, Watford, WD18 YDH, England ("**G7**"); and

(2) [] (Co No []) whose registered office is at [] ("the **Customer**")

NOW, IT IS HEREBY AGREED that the parties have entered into an agreement on the terms and conditions contained in the document named "G7 Terms and Conditions" attached hereto, together with any Schedules thereto ("the Agreement").

IN WITNESS whereof this Agreement has been entered into on the day and year first before written.

Signed by: _____

Name: _____

Date: _____

For and on behalf of the Customer

Signed by: _____

Name: _____

Date: _____

For and on behalf of G7

G7 Business Solutions Ltd
Block B, Lawes House,
66-68 Bristol Road, Portishead
Bristol, BS20 6QG



G7 Terms and Conditions

1. DEFINITIONS

In this Agreement:

"Applicable Law"	means the laws of England and Wales and any EU regulations from time to time applicable (i) whilst the United Kingdom remains a member of the European Union or (ii) subsequently under the terms of the European Union (Withdrawal) Bill as enacted and/or amended.
"Assumptions"	means the pricing assumptions set out in SCHEDULE F.
"Change Control Procedure"	means the procedure set out in Clause 13.
"Controller"	has the same meaning as set out in the Data Protection Laws.
"Data Protection Laws"	means (a) any law, statute, legislative enactment, or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the UK GDPR Data Protection Act 2018, for as long as these remain Applicable Law; and (b) any code of practice or guidance published by the UK Information Commissioners Office from time to time;
"Data Subject"	has the same meaning as set out in the Data Protection Laws.
"Discloser"	a party to this Agreement that discloses Personal Data, directly or indirectly, to the other party.
"Effective Date"	means the date stated in SCHEDULE A.
"GDPR"	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016.
"Good Industry Practice"	means using standards, practices, methods and procedures and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.



“Intellectual Property”	means patents, trademarks, service marks, registered designs, applications for any of the foregoing, copyrights, design rights, know-how, confidential information, trade and business names and any other similar protected rights in any country.
“Off-Site Services”	means Services delivered from the Services Site.
“On-Site Services”	means Services delivered at the Operations Site.
“Operations Site”	means the Customer’s offices as stated in SCHEDULE A.
“Personal Data”	has the same meaning as set out in the Data Protection Laws.
“Processing”	has the same meaning as set out in the Data Protection Laws.
“Processor”	has the same meaning as set out in the Data Protection Laws.
“Recipient”	a party to this Agreement that receives Personal Data, directly or indirectly, from the other party.
“QTC”	Refers to Quick Think Cloud of Kestrel court, Harbour Rd, Portishead, Bristol BS20 7AN
“Service Charges”	means the charges for the Services to be paid to G7 by the Customer under this Agreement.
“Services”	means the activities to be carried out by G7 in accordance with this Agreement generally and SCHEDULE D specifically.
“Services Site”	means G7’s offices at Lawes House, 66-68 Bristol Road, Portishead, BS20 6QG or such other site as G7 may designate from time to time.
“Software”	means all the Customer’s application software listed in SCHEDULE B, together with any further Customer software which is added to SCHEDULE B by written agreement of the parties from time to time in accordance with this Agreement all as amended, developed or enhanced from time to time.
“Software Owner”	means Unit4 Business Software Limited together with its holding, subsidiary, associated and affiliated companies wherever situated.
“Working Day(s)”	means 09:00 to 17:30 GMT, Monday to Friday inclusive excluding bank holidays in England and Wales.



“Writing”

means in Writing and signed by a duly authorised representative of the relevant party (and shall for the avoidance of doubt include electronic data interchange, electronic mail and similar means of communication).



2. SERVICES

- 2.1 In consideration of the payment of the Service Charges defined in SCHEDULE C and the observance of the other terms and conditions of this Agreement by the Customer, G7 shall provide the Services to the Customer from and including the Effective Date.

G7 reserves the right to increase all rates annually by the Average Weekly Earnings index, or such other index of equivalent value as may replace it from time to time, or 5% whichever is higher. For the avoidance of doubt this is limited to once a year and not within the first year of the Effective Date.

- 2.2 Any mutually agreed alterations or updates will be applied in accordance with the change control procedures specified in Clause 13 ("Change Control Procedure") where applicable.
- 2.3 G7 shall comply with any requests (as are reasonable in the opinion of G7, acting reasonably) made by the Customer for improvements in the manner in which the Services are performed and the nature and content of the Services and both parties agree to comply with the Change Control Procedure.
- 2.4 Off-Site Services will be routinely provided from Monday to Friday (excluding bank holidays in England and Wales) between the hours of 09:00 and 17:30. London time in accordance with this Agreement or as agreed in advance in Writing by the Customer's approval authority whose contact details are set out in SCHEDULE E.
- 2.5 On-Site Services will be routinely provided from Monday to Friday (excluding bank holidays in England and Wales) during hours that in the opinion of G7 are reasonable and in any event between the hours of 09:00 and 17:30 local time or as have been mutually agreed in advance with the Customer's approval authority whose contact details are set out in SCHEDULE E (such agreement not to be unreasonably withheld or delayed by G7).
- 2.6 No Services will be provided at any other time unless requested by the Customer at least thirty (30) calendar days in advance of the date required and agreed by G7, although G7 will use all reasonable endeavours to comply with any such request where less than thirty (30) calendar days' notice is given.
- 2.7 All Services shall be provided in a timely and efficient manner and G7 shall use all reasonable endeavours to prioritise all requirements for Services and Services of a similar nature from third parties in such a way as to provide to the Customer the services at the time and in the manner required by the Customer.
- 2.8 The Services shall be provided on the basis of the Assumptions in Schedule F and the Customer shall fulfil its obligations described therein.

3. COMPUTER EQUIPMENT

- 3.1 With effect from the Effective Date the Customer shall afford G7 and its employees and representative's access to and full use of all the Customer's equipment necessary for the purposes of performing the Services. Where this or any other provision of this Agreement necessitates G7 staff working at the Operations Site G7 shall ensure that its staff follow all



internal rules of the Customer in connection with visitors and shall organise their presence on site in order to minimise disruption to the Customer's business where possible.

4. PAYMENT

- 4.1 G7 will deliver an invoice for the Services at the end of each calendar month, for the services used within that calendar month.
- 4.2 The Customer shall settle each properly submitted and undisputed G7 invoice within thirty (30) calendar days of the invoice date. Invoices will be considered to be undisputed if no queries are raised within fourteen (14) calendar days of receipt.
- 4.3 The Customer shall pay any Value Added Tax (or other legally required sales tax, to the extent that any is introduced or due in any foreign jurisdiction) chargeable upon and directly relevant to any sums payable by the Customer under this Agreement.
- 4.4 In the event that any amount owed by the Customer to G7 is not paid on or before the date such amount is due G7 shall be entitled at its discretion to:
 - 4.4.1 charge interest from the due date until the date paid at the rate of three (3) percent above the base rate, or three (3) percent (whichever is greater) for the time being of Barclays Bank PLC in force from time to time; and/or
 - 4.4.2 suspend the provision of Services until payment is received.

5. CONFIDENTIALITY AND EMPLOYEES

- 5.1 Both parties hereby acknowledge that under the terms of this Agreement confidential information may be disclosed to the other party. Both parties undertake to keep confidential all information provided or otherwise received from the other party under this Agreement ("the Information") and the receiving party shall not disclose the same to any third parties without the prior consent of the disclosing party in Writing. All Information will be deemed confidential whether or not marked as such. Information will be returned to the disclosing party upon demand or at the disclosing party's discretion the receiving party shall destroy all copies of Information in its possession (including copies held upon computer hardware). The Information of the disclosing party does not, however, include any information which:
 - 5.1.1 is known to the receiving party, under no obligation of confidence, at the time of disclosure by the disclosing party; or
 - 5.1.2 is or becomes publicly known through no wrongful act of the receiving party; or
 - 5.1.3 is lawfully obtained by the receiving party from a third party who in making such disclosure breaches no obligation of confidence to the disclosing party; or
 - 5.1.4 is independently developed by the receiving party; or
 - 5.1.5 is required to be disclosed by law, any regulatory authority or law enforcement body.



- 5.2 The parties may disclose the Information only to those employees, agents or subcontractors who are bound by a similar confidentiality undertaking and the disclosing party undertakes to ensure that they are aware prior to the disclosure of all or any part of the Information that the same is confidential and that they owe a duty of confidence to that party and shall procure that such employees, agents or subcontractors comply with such undertaking. The party receiving the Information shall indemnify the disclosing party against any loss or damage which the disclosing party may sustain or incur as a result of the party receiving the Information failing to comply with the provisions of this Clause 5.2.
- 5.3 The party receiving the Information shall promptly notify the disclosing party if it becomes aware of any breach of confidence by itself or any person to whom the receiving party discloses all or any part of the Information and shall give the disclosing party all reasonable assistance in connection with any proceedings which that disclosing party may institute against such person for breach of confidence.
- 5.4 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of this Agreement.
- 5.5 Neither party shall from the Effective Date until six (6) months after the termination of this Agreement canvass the employment or services of or employ or engage directly or indirectly as a contractor or an employee any employee or sub-contractor of the other.
- 5.5.1 The only exceptions to clause 5.5 above are where any such employment or engagement is (i) agreed in advance in Writing by both parties, which agreement shall not be unreasonably withheld or delayed; or (ii) as a result of an advertisement published in any media (including newspapers and/or electronic media) of general circulation (including advertisements posted on the Internet) where proof of such general recruitment campaign can be supplied if requested and the relevant employee or sub-contractor responded independently to such advertisement.
- 5.5.2 Each party acknowledges that a breach by it of the provisions of clause 5.5 (other than where the exceptions set out in clause 5.5.1 apply) requires the expenditure of time and expense by the other party in replacing any such employee or sub-contractor for which the other party is entitled to recover as liquidated damages an amount equal to 40% of the gross annual salary or fee of the individual concerned as at the time of the breach. The parties agree that this shall be either party's sole remedy in respect of any such individual breach.
- 5.6 Freedom of Information (Public Sector Customers only)

Where the Customer is a public sector customer and is under a duty to comply with the provisions under the Freedom of Information Act 2000 or any statutory modification or re-enactment or any related guidance or codes of practice relating to such Act ("FOIA"), G7 shall assist the Customer, in return for a reasonable fee notified by G7 to the Customer within five (5) Working Days of receipt of any such request in Writing (G7 at all times using all reasonable endeavours to respond as quickly as possible to the Customer) in meeting any requests for information ("RFI") in relation to the Services supplied by G7.

As and when requested by the Customer, G7 will provide all necessary assistance as reasonably requested by the Customer to enable the Customer's timely compliance with its



disclosure obligations under FOIA.

The Customer shall consult with G7 prior to disclosing information relating to an Agreed Order (wherever possible to do so).

5.7 Data Protection

Each party acknowledges that for the purpose of the Data Protection Laws where it is a Recipient it is the Processor and where it is a Discloser it is the Controller of any Personal Data provided to it by the Discloser or obtained by it as part of its obligations under this Agreement. Where a party is acting in its capacity as Processor, it undertakes to:

- 5.7.1 process the Personal Data only in accordance with the terms of this Agreement and the Controller's documented instructions from time to time (unless otherwise required by Applicable Law, in which case the Processor shall to the extent permitted by Applicable Law inform the Controller of that legal requirement before the relevant Processing of that Personal Data);
- 5.7.2 implement and maintain appropriate technical and organisational security measures as are sufficient to comply with at least the obligations imposed on the Controller by the Data Protection Laws;
- 5.7.3 take all reasonable steps to ensure the reliability and integrity of any Processor personnel who shall have access to the Personal Data, and ensure that each such person shall have entered into or are governed by appropriate contractually binding confidentiality undertakings;
- 5.7.4 within twenty (20) Working Days of a request from the Controller, allow its data processing facilities, procedures and documentation to be submitted for scrutiny, inspection or audit by the Controller (and/ or its representatives, including its appointed auditors) and provide reasonable information, assistance and co-operation to the Controller, to demonstrate compliance with this Clause 5.7.4;
- 5.7.5 not disclose the Personal Data to any third party (including a sub-contractor) or otherwise transfer the Personal Data outside of the United Kingdom or the European Economic Area (as relevant) in any circumstances without the Controller's prior consent in Writing;
- 5.7.6 not sub-contract the performance of any of its obligations under the Agreement without the prior consent of the Controller in Writing;
- 5.7.7 assist the Controller in complying with its obligations under the Data Protection Laws including (without limitation) notifying the Controller: (i) without undue delay upon becoming aware of a Personal Data Breach affecting such Personal Data, providing Controller with such information as required under the Data Protection Laws as such information becomes available; (ii) promptly of any security incidents or potential security incidents; and (iii) promptly upon receiving a request from a Data Subject exercising his/her rights under Data Protection Laws and not respond to that request except on the documented instructions of the Controller or as required by Applicable Law;
- 5.7.8 cease processing all Personal Data immediately upon termination or expiry of this



Agreement and promptly return and/or permanently and securely destroy such Personal Data as directed in Writing by the Controller;

- 5.7.9 comply with the obligations imposed upon Data Processors under the Data Protection Laws; and
- 5.7.10 assist the Controller in relation to any contact that the Controller has with a relevant regulator.
- 5.8 Subject to Clause 5.7.7 and the common law duty to mitigate loss, each party hereby agrees to be liable to the other party for any liability or compensation ultimately paid to a Data Subject or supervisory body which results from the act, neglect or default of the first party.
- 5.9 When given access to the Customer's network, the G7 employees will use all reasonable endeavours to comply with any IT code of conduct supplied by the Customer.
- 5.10 The Controller acknowledges that the Processor is reliant on the Controller for direction as to the extent and permissions to which the Processor is entitled to use and process the Personal Data. Consequently, the Processor will not be liable for any claim brought by a Data Subject where the processing under the Agreement is not permitted under Applicable Law. The Controller acknowledges that the Processor will not be liable for any claim arising from any act or omission by the Processor to the extent that such act or omission resulted from the Controller's actions or express instructions to the Processor.
- 5.11 In addition the Controller is responsible (as between the parties and to Data Subjects and supervisory authorities) for ensuring that Data Subjects have given appropriate consent to the processing of any Personal Data by the Processor and ensuring the Processor's security measures meet the standard of appropriateness in relation to the Personal Data involved.

In relation to this clause, the parties acknowledge that the Processor may not be in a position to assess what measures are appropriate to the Controller's Personal Data (since the data is collected and processed for the purposes of the Controller's and not the Processor's business).

6. TERM AND TERMINATION

- 6.1 Either party may terminate this Agreement forthwith on giving notice in Writing to the other party if the other party:
 - 6.1.1 commits any material breach of any term of this Agreement and, in the case of a breach capable of being remedied, shall have failed to remedy the breach within 45 days after the receipt of a request in Writing from the non-defaulting party to do so; or
 - 6.1.2 shall convene any meeting of creditors or pass a resolution for winding up or fail to promptly discharge a petition for winding up; or
 - 6.1.3 shall have an administrative receiver or receiver appointed over the whole or part of its assets or suffer the appointment of an administrator; or
 - 6.1.4 being an individual commits any act of bankruptcy or compounds with its creditors or comes to any arrangements with any creditors.



- 6.2 Without prejudice to the provisions set out in Schedule D relating to possible short notice cancellation/deferment of Services, the Customer may terminate this Agreement for its convenience at any time on giving no less than forty-five (45) days' notice in Writing to G7 and the Customer shall pay for any Services completed by G7 prior to the effective date of termination.
- 6.3 On termination of this Agreement both parties shall immediately cease to use the other party's Intellectual Property. Either party may require the other party to return to the first party within seven (7) days of the date of termination the first party's Intellectual Property and that first party shall be entitled to require the other party to certify in Writing through a director or other officer of the company within thirty (30) calendar days of termination that the obligations imposed by this Clause have been complied with. Each party agrees that it will not at any time copy, recreate or attempt to recreate the other's Intellectual Property.
- 6.4 Any termination of this Agreement 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 force or continue in force on or after that termination.

7. WARRANTY

- 7.1 G7 warrants that in providing the Services it will use all reasonable care and skill, will strive to achieve standards of care and skill in line with Good Industry Practice and that G7 shall have available sufficient employees and sub-contractors to provide the Services and that all personnel and sub-contractors will have qualifications and experience appropriate for the tasks to which they are allocated.
- 7.2 In the event that G7 identifies a computer virus, malware or ransomware on the Customer's system it shall immediately notify the Customer.

8. LIABILITY

- 8.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable to the other party for any indirect or consequential loss, damage, cost or expense of any kind, whether arising from tort (including negligence), breach of contract or howsoever, including without limitation loss of contracts, loss of operation time and loss of goodwill or anticipated savings.
- 8.2 G7 accepts liability to the extent that it results from the negligence of itself and its employees, agents or approved subcontractors for:
- 8.2.1 death or personal injury or for fraud without limit, and
- 8.2.2 physical damage to or loss of the Customer's tangible property up to the amount of £500,000 in respect of each incident or series of connected incidents.
- 8.3 Subject to Clause 8.1 (and in relation only to claims that do not fall within Clause 8.2) each party's liability (whether in contract, tort, including negligence, or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed 100% of the value of the Services provided by G7 paid or payable during the calendar



year in which such claim occurs.

8.4 The Customer acknowledges that it has been entitled to negotiate the amount of any limit on G7's liability under this Agreement and has elected (unless other limits are agreed by G7 in the Schedules hereto) to accept the limitations in this Clause.

8.5 G7 shall during the term of this Agreement maintain employer's liability, third party liability, product liability and professional negligence insurance cover in respect of its liabilities arising out of or connected with this Agreement, such cover to be to a minimum value of £1,000,000 (one million pounds) and with an insurance company of repute. G7 shall on request supply copies of relevant certificates of insurance to Customer as evidence that such policies remain in force.

9. ASSIGNMENT

9.1 Neither party may assign or sub-contract any of its rights or obligations hereunder without the consent of the other in Writing, which shall not be unreasonably withheld or delayed.

10. FORCE MAJEURE

10.1 Neither the customer nor G7 shall be held liable for failure or delay in the performance of its obligations under this Contract, if such performance is delayed or hindered by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either party ("Force Majeure Events").

10.2 Acts or events constituting Force Majeure Events shall include, but not limited to Act of God, government intervention, directives or policies, war, rebellion or act of terrorism, epidemic and/or pandemic.

10.3 The party affected by a Force Majeure Event shall notify the other as soon as soon as reasonably practicable after commencement of a Force Majeure Event.

11. GENERAL

11.1 All notices which are required to be given under this Agreement shall be in Writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this Clause. Any such notice may be delivered personally, by first class pre-paid letter or e-mail and shall be deemed to have been received: -

11.1.1 by hand delivery - at the time of delivery,

11.1.2 by first class post in the United Kingdom - 48 hours after the time of mailing, or

11.1.3 by e-mail when (i) the sender receives an automated message confirming delivery; or (ii) 60 minutes after the time sent (as recorded on the device from which the sender sent the e-mail) unless the sender receives an automated message that the e-mail has not been delivered, whichever happens first. Where the sender is aware that an e-mail has not been delivered due to an automated message being received or an out of office message of the addressee being received, the sender may re-send an e-mail



to a different e-mail address at the other party, provided that (i) the replacement addressee is of equivalent seniority or more senior to the original addressee (ii) the original addressee is emailed again to inform them that notice has been re-served to another addressee. For the purposes of this clause, the Customer's e-mail is [] and G7's e-mail is g7info@g7bs.com (or such other e-mail address as a party may designate in Writing to the other party).

In all cases if the delivery or receipt is on a day which is not a Working Day or is after 17:30 (addressee's time) it is deemed to be received at 09:00 on the following Working Day.

- 11.2 If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 11.3 No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or other provisions of this Agreement and no waiver shall be effective unless made in Writing.
- 11.4 This Agreement is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement and supersedes all previous communications, representations and arrangements, written or oral. The Customer acknowledges that no reliance is placed on any representation made but not embodied in this Agreement. The printed terms and conditions of any purchase order or other correspondence and documents of the Customer issued in connection with this Agreement shall not apply unless expressly accepted in Writing by G7.
- 11.5 G7 is an independent supplier and is not and shall not hold itself out as and shall procure that none of G7's employees or approved subcontractors or their employees hold themselves out as, an agent of the Customer. All personnel used by G7 in the performance of its obligations under this Agreement shall be employees of G7, or an approved subcontractor or agent of G7.
- 11.6 No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

12. DISPUTE RESOLUTION; GOVERNING LAW

- 12.1 If any dispute arises out of this Agreement the parties will attempt to settle it by negotiation ("Negotiation") at a meeting at executive level within fourteen (14) calendar days of the dispute arising.
- 12.2 If within twenty-eight (28) calendar days after the executive meeting in Clause 12.1 no settlement has been reached between the parties, the dispute shall be referred to and finally resolved by litigation and the parties submit to the exclusive jurisdiction of the English Court.
- 12.3 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until they have attempted to settle it by negotiation and that negotiation has terminated.
- 12.4 This Agreement shall be governed by English Law which will apply to all dispute proceedings.



13. CHANGE CONTROL PROCEDURE

- 13.1 If the Customer wishes to change the level or content of the Services in any way, then it shall submit a proposal to G7 in Writing containing full details thereof ("the Proposal"). G7 shall consider such Proposal and, provided it is reasonable to do so and the Customer can justify its recommendations, G7 shall accept (with or without modifications) or reject the Proposal and shall notify the Customer accordingly. G7 shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by G7 to the Proposal or any resultant changes in the Service Charges shall be communicated to the Customer and, provided they are accepted by the Customer, such modifications or changes shall take effect as if part of this Agreement.
- 13.2 If G7 wishes to change the level or content of the Services in any way, then it shall submit a proposal to the Customer in Writing containing full details thereof ("the Proposal"). The Customer shall consider such Proposal and, provided it is reasonable to do so and G7 can justify its recommendations, the Customer shall accept (with or without modifications) or reject the Proposal and shall notify G7 accordingly. The Customer shall not unreasonably withhold or delay its agreement to any Proposal. Any reasonable modifications by the Customer to the Proposal shall be communicated to G7 and, if accepted by G7, then the Proposal as amended shall take effect as if part of this Agreement. If such modifications are not accepted by G7, then G7 shall notify the Customer, who will decide in a timely fashion whether it accepts the Proposal as unmodified.
- 13.3 If the Customer does not accept G7's proposed changes to the Service Charges under Clause 13.1 or either party rejects the other party's Proposal, then this Agreement shall remain in full force and effect and the Proposal shall not be a part thereof or the Customer may, in its sole discretion, terminate this Agreement with effect from such date as the Customer shall specify.
- 13.4 If the Customer wishes to upgrade from the version it is currently using to any new version which is substantially different then, before implementing these changes, control procedures shall be applied in respect thereof and this shall be regarded as a change in the level or content of the Services.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first shown above.



SCHEDULE A

1. Effective Date: [INSERT]
2. Operations Site: Delivered remotely or <Customer address> if delivered on site.

SCHEDULE B

Customer Application Software

1. Specification of software

[REDACTED]

2. Bespoke software developed by or approved by G7.

[REDACTED]

3. Customer's software

[REDACTED]

4. Third party software

[REDACTED]



SCHEDULE C

1. SERVICE CHARGES

- 1.1 All Services (as described in Schedule D) provided within the hours defined in Clause 2.4 and 2.5 of this Agreement will be charged at the following rate:

£910 per man-day, where a man-day shall be seven and a half hours.

With the exception of:

Principal Consultancy, which will be at £985 per man-day.

Technical Consultancy, which will be at £985 per man-day.

(On-site project management will be billed at half day rate for activity up to 3.5 hours with full day rate billed for any on-site activity exceeding 3.5 hours. Off-site project management will be billed by the half hour).

- 1.2 The estimate for consultancy Services is on a time and materials basis.
- 1.3 Services will be billed in accordance with Clause 4.1. Payment terms are set at thirty (30) calendar days from date of invoice.
- 1.4 Estimates of consultancy days required are based on the project duration stated in Schedule D, any extension to this may cause a change in the Services required.
- 1.5 The number of day's workshops and number of days for build are dependent on the amount of change required, functionality to be covered, and the ability of the Customer's team to turnaround decisions quickly and the availability and commitment of resources within the Customer's project team. If extra days are required, they would be subject to the Change Control Procedure.
- 1.6 G7 is potentially able to supply Services outside of normal hours depending on staff and/or skill set availability. G7 staff are not contracted to work outside of normal hours and such work is undertaken on a voluntary overtime basis. Services are potentially available to book in 7.5-hour units (including an elapsed 1 hour for lunch). For such Services provided at other times other than those defined in clause 2.4 and 2.5 of the Agreement, the following increments will be applied to the G7 consultancy date rate as stated on the prevailing G7 rate card:

Saturdays:	09:00 – 17:30	One and a half times (1.5x)
Sundays and English and Welsh Bank Holidays:	09:00 – 17:30	Two times (2x)

Normal G7 expenses are chargeable where work is carried out on Customer site but are waived where work is carried out remotely.



- 1.7 G7 expenses incurred, as a result of providing On-Site Services in the UK, will be charged at a rate of £225 per day for London (Inside M25), £175 per day for the rest of England/Wales and £175 per day for Scotland, Northern Ireland and Ireland (excluding any flights).
- 1.8 All other expenses will be charged at cost. No other expense will be incurred by G7 without prior authorisation in Writing by the Customer.
- 1.9 All third party charges that arise during the term of this Agreement (whether incurred at the request of G7 or otherwise) that are related to the provision by such parties of the Services will be paid directly by the Customer. Such charges will not be incurred by G7 unless following discussion and agreement in Writing between the Customer and G7 to establish a cost benefit case.
- 1.10 All charges defined here exclude VAT, which will also be payable by the Customer at the prevailing rate.



SCHEDULE D

1. SERVICES TO BE PROVIDED

As specified in each Statement of Work (SOW) as entered into under this agreement.

2. CANCELLATION AT SHORT NOTICE

If the Customer and G7 have agreed in Writing specific dates for delivery of Services and the Customer cancels or defers the arrangements or the Services cannot be provided by G7 due to the Customer's actions or failure to act (including but not limited to the Customer failing to meet the pre-requisites specified by G7) the Customer agrees to pay:

- 2.1.1 50% of the relevant fee if the cancellation/deferment takes place within seven (7) Working Days prior to the date of delivery of the Services and 100% of the fee if the cancellation/deferment (including non-provision of the Services) takes place within three (3) Working Days (note day one (1) of the notice period will only commence if the notification is received and acknowledged before 12:00 of that day) prior to the date of delivery of the Services, (in the event of deferment/cancellation/non-provision of the Services due to the acts or omissions of the Customer, then G7 will use all reasonable endeavours to redeploy the G7 personnel affected and will only charge this fee if it is unable to redeploy such personnel on other chargeable work); and
- 2.1.2 any non-recoupable costs which G7 incurs as a result of the cancellation/deferment, for example, travel or accommodation costs (in respect of onsite days that the Customer has pre-agreed in Writing prior to the cancellation/deferment) (subject to the Customer being provided with evidence in Writing of the costs incurred).



SCHEDULE E

AUTHORITY FOR OUT OF HOURS WORK

Customer's employee(s) with approval authority to sanction work outside the hours specified in Clauses 2.4 and 2.5 of this Agreement are:

[]

BILLING

Customer point of contact for billing and billing queries

Name: []

Position: []

Email: []

Telephone number: []

Address: []



SCHEDULE F

ASSUMPTIONS

1. GOVERNANCE AND RESOURCES

- 1.1 The Customer will establish a project team to work on the project. The project team will be responsible for configuring the Software Owner software, converting the existing data to the new system and carrying out any other project tasks identified in the project plan, with appropriate assistance from G7 consultants.
- 1.2 The project plan is only achievable if the Customer's project team resources are made available in a timely manner in line with the project plan. G7 will have access to all appropriate project personnel and necessary project based decisions will be provided in a timely manner.
- 1.3 G7 will be able to contact and converse with an appropriate member of the Customer project team should additional information or access become necessary.
- 1.4 The Customer is responsible for providing an appropriate governance structure to ensure the project delivers the objectives as agreed.
- 1.5 The Customer will provide the same project manager (other than where such project manager is unavailable due to ill health) over the course of the project for consistency.
- 1.6 The Customer will establish a project area that will be available for the duration of the project and will house the Customer's project manager and G7 consultants when on-site.
- 1.7 Project documentation is owned and is the responsibility of the Customer. The Customer will provide appropriate project administrative support to ensure information is captured and collated from workshops and any follow up clarification activity. The Customer will provide an appropriate project documentation management structure for storing all documentation with appropriate access for all project team members. For the avoidance of doubt, the solution design will be written and produced by G7.
- 1.8 The project activity will be based in in the UK which will be the primary location for all project work (working in alternative locations will be by mutual agreement and may be subject to additional charges). English will be the working language for all project team members.
- 1.9 Change management, end user training and/or end user engagement including the production of materials will be the responsibility of the Customer (unless this has been specifically quoted for in Schedule D or a subsequent quotation supplied by G7).
- 1.10 The Customer is responsible for the production of any documentation relating to procedure and control manuals unless G7 has been contracted to produce this documentation. Where G7 are providing a Project Manager, G7 will provide advice and assistance as agreed between the G7 Project Manager and the Customer Project Manager.



Where G7 is prevented from carrying out any work due to the failure of the Customer to provide necessary information, access to equipment or relevant personnel or provide any input that G7 are dependent on in order to carry out their work then the Customer is responsible for any delays that result from such Customer cause.

2. METHODOLOGY

- 2.1 G7 is providing services to advise and assist the Customer; the overall project remains the responsibility of the Customer.
- 2.2 Workshop requirements gathering is the responsibility of the Customer. The design of the solution will be based on the information provided in the workshops, subsequent clarification and captured in the relevant documentation. Changes to the design following sign off will be subject to the agreed change control process.
- 2.3 G7 will work jointly with the Customer in the definition phase and therefore validate the key components of the solution design prior to commencement of the full solution build. The responsibility for the solution build remains solely with the Customer.
- 2.4 The Customer decision makers and process owners should be available in a timely manner to clarify any design and build issues that arise during the design and build phase. G7 will provide support throughout this process in accordance with the agreed scope and project schedule.
- 2.5 Training delivery by G7 will be consultant led functional project team training i.e. super user training, supplemented by support training courses. The Customer's own project team will be responsible for the end user training and documentation (unless this has been specifically quoted for in Schedule D or a subsequent quotation has been provided by G7).
- 2.6 Report development is not included. A separate quotation can be supplied for this if required. G7 will provide a reasonable level of advice and guidance on the use of standard Software Owner tools.
- 2.7 Work can be carried out by G7 employees both on site and via remote connections.
- 2.8 Review gateways are signed off and agreed before the next stage is commenced.
- 2.9 Knowledge transfer on any part of the configured solution will be assumed to have been completed at stage sign off. Any additional training or support will be subject to the agreed change control process.
- 2.10 The Customer's project team will need to carry out extensive testing (UAT/IST/EUT) to prove the solution. The development of appropriate test scripts to facilitate UAT, IST and EUT will be the responsibility of the Customer. G7 will support the testing. Testers will be fully trained by the Customer's project team prior to commencing testing. G7 can supply a separate quotation to help with these tasks. G7 recommend a minimum of 2 rounds of IST and 2 rounds of UAT.
- 2.11 Changes to previously defined and agreed key business processes and rules should not occur after the Solution Design stages of the project are complete except where necessary to address changes in statutory or audit requirements. The Customer and G7 agree that upon finalisation of the Solution Design stages, where changes are agreed to be made, impacts and



variations to the project plan and to the project schedule will be assessed and (where such changes impact the Project Budget and schedule) relevant Change Control documents/procedures are required to be completed. All proposed changes to business processes and rules will be referred to the project team for an impact statement. Changes will only be implemented by signing the Change Control Note (CCN) and agreed by G7 and the Customer Project Sponsors, under direction of both project managers where relevant.

- 2.12 Data may be required to complete the configuration of the Software solution. Timely delivery of the validated and mapped source data (to Software Owner's configuration) is required for the G7 project team to complete their task. If data (of the required content or quality) is not supplied in a timely manner then this will lead to project delivery delays.

3. TECHNICAL

- 3.1 G7 consultants will have the necessary network access to be able to use their laptops to carry out tasks required. Or alternatively access to a similarly enabled Customer work station for the same purpose.
- 3.2 Significant system unavailability may result in the extension of proposed timescales, either real or elapsed and which may lead to additional cost.
- 3.3 Data migration is the sole responsibility of the Customer. G7 will provide advice and guidance on the use of standard Software Owner published tools. An additional service of technical support can be purchased from G7 if required.
- 3.4 It is assumed that standard Software upload tools or web services will be used for any interfaces and data migrations (unless otherwise stated) and that the Customer's project team will develop and test. If additional tools are required, a specification will need to be drawn up and agreed subject to the change control process.
- 3.5 Integration Development is not included. G7 will provide advice and guidance on the use of standard Software tools.
- 3.6 It is assumed that no dress rehearsal, disaster recovery activity, or stress testing (other than metrics evaluation) will be undertaken by G7; this is the responsibility of the Customer.
- 3.7 The Customer will be responsible for the desktop configuration of smart client and self-service client access to Software on their network and ensuring that printing and other device/system interoperability is in place to facilitate the smooth operation of the Software application.
- 3.8 No G7 customisation or bespoke requirements have been identified to date. If any customisation is required, then this will be subject to change control and budget approval.
- 3.9 The Customer will advise of any specific data handling or security procedures which should be adhered to.



4. ADDITIONAL TECHNICAL ASSUMPTIONS FOR ON PREMISE

- 4.1 The Customer's project team will configure all environments.
- 4.2 All services are based upon using three environments; production, development and testing.
- 4.3 The Customer is responsible for all changes in the live environment.
- 4.4 Hardware will need to be sized and prepared, prior to software installation based on requirements that will be outlined prior to or at the Technical Kick Off meeting.
- 4.5 The Customer will be responsible for the provision of all database administration tasks and systems infrastructure management services including backup activities and procedures of the Software database. An additional service of technical support can be purchased from G7 if required.