PlanX
Principal terms

An example of the principal terms of the agreement between the Customer (or Buyer) and the supplier of PlanX (Open Systems Lab)

Duration

Start date	[Start date] or From the 'go-live' date of the first service, as recorded in writing between the parties or through the service.
End date	[Initial end date]
Extensions	An extension of this agreement may be agreed at any time in writing between the Parties.
Renewal	[Default renewal term] On the expiry of the Initial Term, this Agreement will automatically renew for the Renewal Term unless either party notifies the other of its intention to terminate the Agreement before the end of the Initial Term or Renewal Term then in effect, or within 30 days of that date.

Order form

Covered services	PlanX as a hosted Software Service with up to 10 editor seats
Additional services	This agreement does not include any other additional services, even though some additional services may also be provided to the Buyer by the Supplier or by others under the terms of another agreement. This includes support services or

	information that may be provided for free by the supplier or third parties under a separate agreement or licence. For the avoidance of doubt, additional services that are expressly not included in this agreement are: ● Planning or guidance ● Migration support except where covered in this agreement. ● Additional quality assurance and performance testing ● Training ● Writing, checking or maintaining content (or 'flows') made available on PlanX. This includes content that may be written by the Supplier, the Buyer or others and used (or 'subscribed to') by the Buyer within PlanX. These must be covered by a separate agreement or licence. ● Development of specific new product features or components at the Buyer's request.
Location	The Services will be delivered to the Buyer on any device with a modern web browser at any location. Data will be stored at AWS - EU West 2 (London).
Buyer systems and equipment	For all services: ● Employees' devices running a modern web browser, with appropriate security protection measures in place ● Council website (for landing page) and subdomains ● Council data via planning.data.gov) If using 'Send' and 'Pay' component: ● GOV.UK Pay account and API keys ● An email address for submissions ● GOV.UK Notify account and API keys ● Back-office system details, if appropriate.
Service level agreement	The Supplier will provide ongoing technical support for named Buyer staff and suppliers using the system during core office hours. The Supplier expects to respond to issues more quickly than the standards set out below: Priority | Severity | Target Response | Feedback Frequency Within | Temporary Fix

	<table><tr><td>P1</td><td>Critical</td><td>2 working hours</td><td>Daily</td><td>24 hours</td></tr><tr><td>P2</td><td>Major</td><td>8 working hours</td><td>Upon request</td><td>5 working days</td></tr><tr><td>P3</td><td>Minor</td><td>16 working hours</td><td>Upon request</td><td>–</td></tr></table> **Priority 1 - Critical** Extremely urgent issues, for example complete loss of system or something that prevents users from effectively using a significant element of the system. **Priority 2 - Major** Issues that materially affect usage or a majority of users from using the system effectively. **Priority 3 - Minor** Anything which affects part of the system but does not materially affect its operation and allows users to continue using the system. Every Buyer admin will be provided with information about how to contact the Supplier during business hours.
Onboarding	The onboarding plan for this Contract is set out on the Plan✕ onboarding checklist, which may vary from time to time, but will include: ● Integrating your PlanX services with your GIS data hosted on planning.data.gov ● Creating one PlanX teamspace with up to 10 seats ● Creating a custom domain, set up with subdomains (for example planningservices.councilname.gov.uk) ● Integrating with your GOV.UK Notify and Pay accounts (in the case of submissions services)
Offboarding	The offboarding plan for this contract is: Admins will be able to export all of the data relating to their Plan✕ teamspace in a structured format (eg csv, json). In the case of data that is available but cannot be exported automatically, Buyers can request this data, and it will be made available to them. If a Buyer needs a hard copy of data there

	will be an on-cost for appropriately secure (Courier) delivery of the loaded media to the Buyer's nominated premises. This will be agreed with the Buyer. A Council can request to terminate their Plan✕ subscription at any point in line with the termination terms, by notifying their Account Manager by email. They can extract any and all data available via the API, and request reasonable assistance in facilitating this. Any additional assistance – for example, working with a team to help them set up a replacement service – will have a cost based on a reasonable day-rate, to be agreed at the time.
Buyer's responsibilities	The Buyer is responsible for: ● Checking that the content (or flows) that the Buyer or their contractors or collaborators (which may include the Supplier) may create using PlanX, or any flows created by the Supplier or other users of PlanX that the Buyer may choose to subscribe to (or use) is accurate and fit for purpose to their satisfaction. This includes any future updates to that content (or those 'flows') which may be made from time to time. ● Ensuring that their staff are sufficiently capable and resourced to carry out whatever testing, publishing, editing and handling work may be involved in their use of the platform. ● Develop and maintain clear, accessible, and comprehensive content on their website (for example landing pages and other key informational sections) that make service(s) easily discoverable and accessible. ● Providing GIS data via planning.data.gov.uk and checking that such data is up to date and fit for purpose ● Ensuring that their Property Gazetteer data, as provided by GeoPlace, is to their satisfaction ● Providing key information such as contact information ● Providing council logo and brand colour ● Any content in the footer of their PlanX flows, such as the privacy policy notice ● Facilitating integration with their back-office systems (as appropriate and available) ● Setup of GOV.UK Pay account (if required)\ ● Their data on any integrated services (such as GOV.UK Pay) ● Payment of any fees related to the use of those integrated services (such as GOV.UK Pay), including any payment processing fees. ● Setup of GOV.UK Notify account (if required) ● Provision of SSL certificates (if using council subdomain)

	• Providing Microsoft or Google ID (email addresses) for their team users, and ensuring proper security provisions in place to keep those IDs secure
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes any computer running a modern web browser. Supported web browsers: • Microsoft Edge • Firefox • Chrome • Safari • Opera Reason Browser-based software only
Supplier subcontractors or partners	The supplier will use a variety of subcontractors or third party services to provide the service, including data hosting, security and load balancing. The services provided by those subcontractors will be consistent with the terms of this agreement. This information is kept up to date on this page of the Service Specification
Intellectual property	Relevant intellectual property: • The Supplier (and its licensors, where applicable) shall own all IPR, title and interest in the Software of the Supplier's Technology. • The content of any flows that the Buyer or their employees may write using PlanX is part of the Buyer Data, and shall remain the intellectual property of the Buyer. The Buyer agrees to publish this data under an Open Government licence unless otherwise marked. • Any content that users may submit via PlanX that is subject to Intellectual Property Rights shall remain the property of its creators. Users may grant to the Supplier the right to use and distribute that information for the purpose of providing this service to the Buyer under a separate agreement. • Any material (such as logos) that belongs to the Buyer which is subject to Trademark, which the Buyer may provide to the Supplier for the purpose of providing this

	service, or talking about this agreement, shall remain the property of the Buyer. In addition to the terms set out in the agreement below, the Buyer grants to the Supplier: • the right to use the Buyer's logo for the purposes of publicising the existence of this agreement. However, upon the termination of this agreement, the Supplier must cease using that logo with immediate effect. • a non-exclusive licence to use, distribute or modify the content of any flows that the Buyer or their employees may write, for any purpose.

Charges and payment

Fees	(See pricing document)
Payment method	The payment method for this Call-Off Contract is by bank transfer against invoice.
Payment profile	The payment profile for this Call-Off Contract is within 30 days of the Start Date and, if the contract is extended, annually thereafter. Any service charge receipts (as appropriate) agreed shall be invoiced [monthly/quarterly] in arrears. The Buyer must notify the Supplier of the 'go-live' date if this cannot be set within PlanX.
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to [enter name and contact information]

Invoice information required	All invoices must include [enter required information].
Invoice frequency	Invoice will be sent to the Buyer immediately after the Start Date and within 2 months of renewal date, if the contract is extended.
Call-Off Contract value	The total value of this Call-Off Contract is [£10,000/£15,000/£20,000/£30,000/£40,000] + VAT] Alongside 'Applicant Service Charges' to be paid-on to the Supplier, as described in Supplemental requirements below.
Call-Off Contract charges	[£10,000/£15,000/£20,000] + VAT which is the subscription cost of the software, as agreed.

Additional Buyer Terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: ● Such tasks as may reasonably be required to assist in the onboarding and offboarding of the Buyer.
Guarantee	None
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer no additional warranties
Supplemental requirements in addition to the Call-Off terms	**Applicant Service Charge Arrangement** **Service charge collection and payment** For each application or request submitted via the software provided under this Agreement, where the application includes a combined fee ("Application Fee") of £100 (one hundred pounds) or more (including VAT), the Buyer agrees to apply an additional service charge of £40

	(forty pounds) plus applicable VAT (the "Service Charge") on the applicant. The Buyer shall be responsible for collecting the Service Charge from the applicant at the time of submission of each relevant planning application. **Payment of the service charge to the supplier** The Buyer agrees to remit all collected Service Charges (plus applicable VAT) to the Supplier on a quarterly basis, within 30 days of the close of each calendar quarter. Payment of the Service Charges by the Buyer to the Supplier shall not require any invoice from the Supplier; the Buyer is solely responsible for calculating the total amount collected and due for each quarter and ensuring timely payment. Payments shall be made by electronic bank transfer to the Supplier's nominated bank account, details of which will be provided by the Supplier. In the event of late payment of the Service Charges to the Supplier, the Supplier reserves the right to charge interest on the outstanding amount at a rate of 4% above the Bank of England base rate, calculated daily from the due date until the date of payment **Records** Both the Supplier and Buyer shall keep a record of the amounts received and paid, and in the event of a discrepancy each agrees to share these records with the other party in order to resolve the issue. **Refunds** In the event that the Application Fee is refunded to the applicant, the Application Service Charge shall not be refunded. **Future discounts** After the Buyer has collected and paid to the Supplier a total of £10,000 (ten thousand pounds) in Service Charges (exclusive of VAT) per year of the contract period, the Buyer will become eligible for a discount on the future renewal cost of the software. Beyond the initial £10,000 threshold (exclusive of VAT), 50% of the excess amount shall be applied as a discount against the Buyer next annual renewal fee for the software. In the event that the contract is terminated before renewal, any unused discount amount will not be refundable or payable to the Buyer. Variations These arrangements may be varied at any time by written agreement by both parties.

Alternative clauses	None
Buyer specific amendments to/refinements of the Call-Off Contract terms	None
Personal Data and Data Subjects	
Social Value	
Performance Indicators	