

Terms & Conditions

Contract: We ask our customers to provide a contract that we can then review with them and agree on the T&Cs, as for example Local Authorities have their own contracts that they issue to suppliers of services.

DPIA & DSA: Real Systems will work with your IT and Legal Teams to provide information needed to complete a DPIA (Data Protection Impact Assessment) and DSA (Data Sharing Agreement) where required.

Here is an example of a standard annual SLA we would amend as required with costing tables or Appendix. It outlines our support hours, response times etc.

Service Level Agreement between Real Systems and xxxx

Start Date: Click or tap to enter a date.

End Date: Click or tap to enter a date.

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This Service Level Agreement (SLA) sets the expectations between (“the Client”) and Real Systems, which is owned by Homeless Link.

Real Systems design and manage client relationship and service management systems for voluntary and public sector organisations, offering flexible packages to suit your needs.

This SLA defines the relationship between the two parties and sets out Real Systems' commitments to service. Real Systems reserves the right to revise this SLA at any time, providing the customer with 45 days' review period.

1. Interpretation

In this Service Level Agreement: -

“Commercially Reasonable Efforts” means the same degree of priority and diligence with which Real Systems meets the support needs of its other similar customers

“High Priority Fault” means a business-critical failure involving an error in or failure of the database which materially impacts the ‘operations’ of the Client’s work or prevents necessary work from being done.

“Medium Priority Fault” means a critical failure in the database for which a work – around exists or a non-critical error in the database which affects the operation of the work required by the Client.

“Low Priority Fault” means an isolated or minor error with the database which does not significantly affect the database functionality or disables only certain non-essential functions and does not materially impact the Client’s work.

2. Introduction

Real Systems is providing a system based on the Salesforce platform for the Client to use. A separate document details the agreement in terms of configuration, initial set up and requirements to be met in terms of the implementation.

This document sets out the relationship between the Client and Real Systems in terms of Real Systems provision of on-going support of the system.

3. Providing a client monitoring system which meets your needs

- Real Systems will ensure that the web-based system is available for use by the Client in accordance with the service levels set out below and supporting with the purchase of licenses from Salesforce for the contractual period (annual for xxx/xx).
- Real Systems will solve problems encountered with using the system using Commercially Reasonable Efforts – making changes and adaptations in-house where possible and arranging developers/ programmer input where required
- Real Systems will keep up to date with developments to Salesforce which could benefit the Client system

4. Supporting and training staff

Staff training is included in the support Real Systems provide

The following table defines the system and service (staffing) availability that Real Systems will provide for the Client.

Requirements	Description	Specifications
Client required hours of system operation	The hours that the system needs to be operational for front-line users and commissioners	Real Systems will use Commercially Reasonable efforts to ensure the system is available 24 hours a day, Monday to Sunday (GMT)* *Please note that:

		(a) There will be occasional downtime while Salesforce carries out essential upgrades and maintenance of the platform. This occurs irregularly and generally between 2am and 4am GMT (b) Real Systems cannot be responsible for any unavailability caused by circumstances beyond its reasonable control including but not limited to acts of God, flood, fire or earthquake
Helpdesk and reporting and development	The hours that Real Systems staff members are available to assist with general queries, configuring reports.	9.30am-5.30pm, Monday to Friday (GMT) Email: realsystems.info@homelesslink.org.uk High Priority Fault– 2 hours* Medium Priority Fault– 7 hours* Low Priority Fault – 24 hours* *Excludes weekends

5. Problem and Development Management

The following table defines the way in which Real Systems will manage any problem that may arise with the Client's system functionality and explains how requests for development to the system should be logged.

Services	Description	Specifications
Problem request mechanisms	These are the means by which Clients can contact Real Systems to make a support request in relation to a problem with existing functionality.	See 'Helpdesk and reporting and development' above for hours of operation and contact details. Initial response times (dictated by Priority) High Priority Fault– 2 hours* Medium Priority Fault– 7 hours* Low Priority Fault – 24 hours* *Excludes weekends
Development requests	These are the means by which Clients can contact Real Systems to request a developmental change to the system.	Requests should be emailed in the first instance to realsystems.info@homelesslink.org.uk Initial response times (dictated by Priority) High Priority Fault– 2 hours* Medium Priority Fault– 7 hours* Low Priority Fault – 24 hours* *Excludes weekends Initial responses will be to acknowledge receipt of the development request, but do not necessarily indicate the time it may take to implement a solution. The time it may take to test and implement a development can vary considerably and will be agreed with the Client on a case-by-case basis.

6. Communication

- Real Systems will be responsible for the overall progress and delivery of the system, building the system and liaising with key members of the Client staff.
- Day-to-day contact will be undertaken via the helpdesk through which training can also be arranged.
- Any big issues, informal complaints or matters relating to the project will be referred to the Real Systems Manager.
- Formal complaints can be dealt with via Homeless Links's complaints system. Should the Client wish to make a complaint the manager should specify that the matter being referred is to be treated as a formal complaint.

The following named individuals can be contacted concerning:

Subject	Contact
Log-in problems, assistance with operation of the system, reporting (basic)	realsystems.info@homelesslink.org.uk
Account manager (contract renewal, complaints), development	bobby.sandhu@homelesslink.org.uk Tel. 07958 135840

7. Data Protection

Real Systems can advise on Data Protection issues. However, as Data Controllers, the Client is responsible for safe keeping of data and ensuring password policy is adhered to in terms of organisational behaviour.

It is important to note that if data is extracted from the system, responsibility for the data (in terms of maintaining client confidentiality and appropriate access) held within those extracted files is the sole responsibility of the Client.

8. Costs and Payments

Payments: Real Systems and xxx will maintain a Financial Schedule setting out work done, invoices sent, payments made, credit remaining and work to be completed. This will be reviewed on a quarterly basis at project meetings

Invoicing will quarterly or annual payments as agreed and should be made within 30 days.

Annual Helpdesk Costs Table

Number of users	Annual cost

Note: plus, VAT

This covers the annual cost of staff to attend to the helpdesk via phone and email Monday – Friday 09:30 – 17:30 (excluding Bank Holidays)

A log is kept of all meetings attended, cases received, and work carried out.

** This includes requests for e.g. small changes/new additions to drop downs, deletions etc. As well as the back-end maintenance Real Systems need to carry out regularly to implement security updates from Salesforce, new release updates (3 times a year), data back-up etc.

Any changes as part of a new phase when new objects may be required will be charged at as development

Up to 6 (1 hour) meetings also included in the annual support. Additional cost after 6th meeting

Variable Costs.

Type	Cost	Estimated cost	Notes

Salesforce Licences Annual	Licence cost	No.	Total

Total (inc. VAT)

£

9. Contract termination

Real Systems or the Client can terminate this support contract with 45 days' notice at any time (as per the xxx & Real Systems contract). Please note that licences are purchased from Salesforce 1 year in advance. Any reduction or cancellation of licences can only be done within this cycle, and 45 days' notice must be provided to Real Systems or Salesforce directly (i.e. 45 days before the licence *renewal date should the Client wish to reduce or cancel licences. Additional licences can be purchased at any point in the yearly cycle.

*Salesforce renewal date: xx/xx/xx