

Multi Agency Incident Transfer (MAIT) Terms and Conditions



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Definitions of terms used

Except as otherwise defined in this sla or unless the context otherwise requires, all defined terms in this SLA shall have the same meanings as in the agreement.

Excused outage means any fault caused by:

- (a) your network, system or equipment, or any part of it; or
- (b) your acts or omissions; or
- (c) over subscription of bandwidth or congestion on your IP network that is not caused by us; or
- (d) your failure to ensure that sufficient Realtime bandwidth is available to ensure that IP packet loss, jitter and latency do not exceed the relevant limits required by Realtime applications; or
- (e) Unavailability of, or your failure to have or maintain in place in accordance with the Agreement, appropriate site connectivity; or
- (f) your breach of the agreement; or
- (g) your failure or delay in complying with our reasonable instructions; or
- (h) a force majeure event as set out in the Agreement; or
- (i) an act or omission of any third party which is beyond our reasonable control.
- (j) a third party software application

Fault means a P1 fault, P2 fault, P3 fault or P4 fault which has been reported to us in accordance with standard fault reporting procedures (see 'reporting a fault' below) or logged by us on our fault management system.

Fault report means the report of a fault either by you or us that has been recorded on the call record at our Technical Support Centre in accordance with standard fault reporting procedures.

Outage time means the sum total time that the service is unavailable in the relevant month due to a P1 fault.

P1 fault means problems severely affecting the service including delaying incident transfers by greater than 60 seconds and which require immediate corrective action.

P2 fault means problems that cause conditions that seriously affect system operation, maintenance, and administration, and which require immediate attention. The urgency is less than in critical situations because of a lesser effect on system performance.

P3 fault means degradation of a service component's performance that does not significantly impair the service.

P4 fault means non-service impacting components including informational questions.

Planned outage means any service downtime:

- (a) scheduled by us to carry out any preventative maintenance or upgrades to the service; or
- (b) caused by any changes to the service you request or authorise.

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Restoration or ‘**restore**’ means the workaround or temporary solution for, or the permanent resolution of, a fault which (as applicable) remedies, or negates the impact of, the fault so that the service is available.

Service means the service that we provide to you as set out in the agreement.

Working hours means 09:00 to 17:30 Monday to Friday, excluding public and bank holidays in the applicable part of the United Kingdom.

For the avoidance of doubt, **you** and **your** shall include your employees, subcontractors and agents.

Exclusions

Service availability

Unavailability of the service because of any of the following events shall not count as outage time:

- (a) an excused outage; or
- (b) a planned outage; or
- (c) emergency maintenance.

Service restoration

Time spent in repairing a fault or restoring the service because of any of the following events will not be counted as part of restoration time:

- (a) your failure or delay in providing the necessary co-operation required by us including, without limitation:
 - (i) supply of the necessary information; or
 - (ii) supply of the necessary power or facilities;or
- (b) your relevant personnel cannot be contacted to assist us or to confirm the service is restored; or

- (c) a planned outage; or
- (d) an excused outage; or
- (e) emergency maintenance.

The time taken to restore a fault is measured from the time a fault is recorded on our fault management system until the time we notify you that service has been restored or if we are unable to contact you, the time recorded on our fault management system that service has been restored.

Service planned outage

Except in an emergency or in circumstances beyond our control, we will endeavour to give you as much notice as we are able to give (but in any event not less than four (4) Working Days) of any planned outage which will affect the availability of the service. Such notice will include:

- (a) a brief description of the planned outage;
- (b) date and time of the planned outage; and
- (c) estimated duration of the planned outage.

Such notice will be given by email. However, in the case of an emergency, we may give you a shorter notice by way of a telephone call.

Reporting a fault

You must comply with any fault reporting format as advised by us from time to time for the reporting of faults.

TERMS & CONDITIONS

1. INTRODUCTION

1.1 The Supplier Terms set out in this document shall form part of the Call-Off Contract and the Order Form, hereinafter collectively referred to as the “Call-Off Contract”. The Parties acknowledge that where there is a conflict between these terms and the terms of the Framework Agreement then the terms of the Framework Agreement will prevail.

2. SERVICES and IMPLEMENTATION

2.1 The Order Form will detail the Services ordered by the Buyer. The Supplier will provide the ordered Services in accordance with the relevant Service Definition.

2.2 The provision of the Services is described in the Service Definition and in the Framework Agreement tender. The supplier reserves the right to amend the Service to comply with any legal requirements and to upgrade the Service from time to time

2.3 Where the Parties have agreed to an implementation plan the Supplier shall use its reasonable endeavours to meet the implementation plan agreed with the Buyer in the Order Form subject to the Buyer’s compliance with the Buyer responsibilities.

2.4 No liquidated damages will apply to the Services unless specifically agreed to by the Supplier in the Order Form. If any are agreed in the Order Form then payment of any liquidated damages will only apply to a failure to meet a critical milestone date that is agreed by the Parties and the amount payable will be limited to the set-up fee.

3. ENVIRONMENT

3.1 The Buyer shall receive no ownership of or interest in the Supplier’s physical or virtual hardware or the Suppliers intellectual property. The physical or virtual hardware and Suppliers intellectual property remains the Supplier’s exclusive property and accordingly the Buyer shall have no right to transfer any of the Supplier’s property to any other service provider.

4. BUYER RESPONSIBILITIES

4.1 In addition to any other Buyer responsibilities under the Call-Off Contract, the Buyer is solely responsible and liable at its own cost for:

4.2 obtaining, maintaining and upgrading any ancillary services needed to access and/or use the Service (including ensuring any connectivity or compatibility with the Service Elements);

4.3 providing the Supplier with access to appropriate members of the Buyer’s staff, contractors, suppliers, and those of its agents, as may reasonably be required for the Supplier to discharge its obligations under the Call-Off Contract;

4.4 providing sufficient, suitable, appropriately qualified, experienced and competent personnel to fulfil the Buyer’s roles and duties under the Call-Off Contract;

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4.5 providing the Supplier with documentation, data and/or other information necessary for the Supplier to perform its obligations under the Call-Off Contract and when requested by the Supplier, shall promptly provide answers to any reasonable questions from the Supplier.

5. CHARGES AND PAYMENT

5.1 All Charges are exclusive of Taxes which shall, in addition, be payable by the Buyer. Any Taxes due shall be charged at the rate prevailing at the date of the invoice.

5.2 Charges relating to the Service shall be invoiced monthly in arrears.

6. LIMITATION OF LIABILITY

6.1 The Parties agree that the exclusions and limitations of liability set out in the Call-Off Contract shall exclude and limit each Party's liability to the other in respect of all matters arising out of or in connection with the Call-Off Contract whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

6.2 Save in respect of any liability for death or personal injury resulting from negligence, the Buyer shall not claim in contract, tort (including negligence) or for breach of statutory duty, indemnity or otherwise against the Supplier or their officers, directors, employees or agents in respect of any matter arising out of or in connection with the Call-Off Contract. The Parties agree that the benefit of this section 6.2 shall be enforceable by the Supplier, and its or their officers, directors, employees or agents in accordance with the Contracts (Rights of Third Parties) Act 1999 or any other law which gives a person who is not a party to a contract the right to enforce any of its provisions.

SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement (SLA) lets you know what we will deliver as part of the MAIT services you have ordered from us and forms part of the agreement between you and us for the services provided.

Our service availability promise

We pride ourselves on delivering high availability service and keeping our MAIT services operational. We've come up with a set of service availability targets for our MAIT services, so you know what to expect from us each month. We only measure the availability of the MAIT service platform. The availability of the MAIT services is dependent on the connectivity availability to those sites. We work out monthly service availability like this:

$$\frac{24\text{hrs} \times \text{days a month} - \text{Outage Time hrs}}{24\text{hrs} \times \text{days in a month}} \times 100\%$$

Service	Target Availability
MAIT	99.99%

Bringing you back online

If a problem arises, we'll aim to fix it within the times shown in the table below:

Fault Category	Target Restoration Time
P1 Fault	4 hours
P2 Fault	10 Working hours
P3 Fault	1½ Working days
P4 Fault	3½ Working days

About us

AVR Group supplies quality, highly-reliable, performance system solutions for Government, the Police and the public sector and have considerable experience in designing and building secure systems for a variety of demanding environments.

At AVR Group, our mission is to empower and enhance the capabilities of the UK emergency services through innovative and tailored technology solutions. We are committed to being a driving force in transforming emergency response, ensuring the safety and well-being of our communities. With a legacy dating back to 1976, we strive to pioneer advancements that enable swifter, more efficient emergency service responses for the benefit of all.



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ISO 27001
Information Security
Management System
ISO 22301
Business Continuity
Management System
ISO 14001
Environmental
Management System
ISO 45001
Occupational Health & Safety
Management System



ARC/G/2275

ISO 9001
Quality Management System



EIMS 800260

BS 10008
Electronic Information
Management System

