

Terms and conditions

The following is the Supplier's Terms and Conditions that apply to the provision of cloud enforcement software by Whyte & Co Enforcement Services Limited ("the Supplier") under a Call-Off Contract governed by the Crown Commercial Service's G-Cloud Framework Agreement (RM1557.15) ("the Framework Agreement"). These terms shall apply to the Supplier and any party ("the Buyer") that enters into a Call-Off Contract with the Supplier.

1. Definitions

- 1.1. This Agreement is the Call-Off Contract and its Order Form; and the Supplier Terms (this document).
- 1.2. The Order Form is the order form that is part of the Call-Off Contract.
- 1.3. Service Definition Document ("SDD") is the definition of the Supplier's G-Cloud Services provided as part of their application.
- 1.4. Pricing Document is the Supplier's pricing provided as part of their G-Cloud application.
- 1.5. Start Date is the date that the Call-Off contract starts as shown on the Order Form.

2. Termination

Either party may terminate This Agreement if the other is in breach of its obligations under This Agreement and fails to remedy the breach within one month of being notified of that breach.

3. Service of Notice

Any notice under This Agreement shall be sufficiently served if sent by first class ordinary letter post to the other at the respective address shown on the Order Form except that if either party notifies to the other a new address for this purpose, notice will be sufficiently served if sent by first class ordinary post to that new address.

4. Go Live Date

The cloud software shall be provided on a date to be agreed between the parties, having regard to the Supplier's obligations to perform the set-up work referred to in paragraph 5 but which neither party shall unreasonably delay.

5. The cloud software

The Supplier agrees to provide the Buyer with purpose-designed enforcement agent debt collection software ("the cloud software"), hosted at the Supplier's data centre, and

available through a web browser subject to the minimum technical requirements of the Buyer's computer systems as detailed in the SDD Section 5. The features of this software are set out in the SDD Section 4. In addition, the Supplier agrees to carry out the necessary set up work prior to the Go Live Date including, but not limited to, process flows, letter templates and integration with the Buyer's revenues and cash system. The Buyer shall be entitled to test the system to ensure it meets their requirements before agreeing for it to go live.

6. Number of licences to use the cloud software

The Supplier shall grant ten licences to the Buyer to named users to use the cloud software. Additional licences may be purchased in accordance with paragraph 7 below. For the avoidance of doubt there are no restrictions on the number of people that may use the enforcement agent handheld app and view-only website. There is also no restriction on the number of cases that can be entered into the system.

7. Amount of fees

The amounts payable under this Agreement shall be:

7.1. The Contract Value amount shown on the Order Form.

7.2. The Amount for any optional services as set out below.

8. Optional additional licences

The Buyer may at any time during the currency of This Agreement purchase additional end user licences. The fee payable by the Buyer shall be £1200 (twelve hundred pounds sterling) per annum, per licence, payable in advance. However, so that payments under This Agreement are synchronised, in the event that the date from which the additional licences are required is a date other than the Start Date or the anniversary of the Start Date, then the first amount payable shall be a proportional part of the annual fee calculated by reference to the number of days between the date the additional licence(s) take effect and the next anniversary of the Start Date. Any further annual fee, as may become due under this Agreement shall be payable in advance. In the event that This Agreement remains in force beyond that anniversary date, an amount of £1200, per licence shall be payable.

9. Enhancements

The Supplier may add new features and/or functionality to the cloud software from time to time for the benefit of customers generally and no charge will be made if not requested by the Buyer. If the Buyer requests an enhancement the Supplier shall review the request to determine whether it will benefit customers generally. If the Supplier determines that the feature would be unlikely to be used by other customers, then the Supplier will calculate a fee by reference to its day rate quoted in the Pricing Document and the amount of time estimated to be required to develop the requested enhancement. If the Buyer wishes to go

ahead after receiving the quotation, then the fee will apply from when the enhanced service is made available and payable under the same rules that apply for optional additional licences, set out in paragraph 8 above. If the Supplier determines that the feature will be useful to customers generally, then it will be supplied to the Buyer free of charge but prioritised as the Supplier considers to be appropriate.

10. Disaster Recovery

The Supplier shall supply the Buyer with the disaster recovery service set out in SDD Section 8.

11. VAT

All prices payable under This Agreement will be subject to Value Added Tax at the prevailing rate.

12. Training

The Supplier shall, if the Buyer so requests, provide such initial training for the Buyer's staff, as may be reasonably required before the Go Live date.

13. Support

The Supplier shall supply the Buyer with the support service set out in the SDD Section 7.

14. Supervising Officers

Both parties shall appoint a nominated contact for management of the provisions of This Agreement and which shall for the time-being be as listed in Schedule 1. Should either party change its nominated contact it shall immediately notify the other in writing giving full details of the new contact.

15. Contract Management

15.1. The Supplier shall provide management reports in the form and at the intervals as reasonably requested by the Buyer's Authorised Representative.

15.2. The Authorised Representatives shall meet at least annually and the Supplier shall, at each meeting, present its previously circulated management reports.

16. Data Security Retention and Archive

16.1. Data security, Retention and Archive will be subject to the processes and procedures set out in the SDD Section 5.

16.2. The Supplier shall not corrupt, lose or damage The Buyer's data and any such loss, damage or corruption shall be corrected by The Supplier at his own expense.

17. Confidentiality

17.1. Each party shall treat as confidential all information in any format or media obtained from the other, and shall not divulge such information to any third party, without the other party's prior written consent, except as required under law or by court order.

17.2. The provisions of 17.1 above shall exclude information which was in the possession of the party prior to the commencement of the negotiations leading to the Agreement, which is already, or becomes at a future date (other than as a breach of this Clause) public knowledge, or which is trivial, or obvious.

17.3. Each party shall take all reasonable security precautions with all information to uphold these obligations.

17.4. Each Party undertakes to comply with the Provision of The Data Protection Act 2018.

18. Freedom of Information

The Supplier undertakes to provide the Buyer with such information as it may from time to time require as to enable it to meet its obligations under Freedom of Information laws. The Supplier reserves the right to charge its day rate or a proportion of its day rate as set out in the Pricing Document for processing such requests.

19. Statutory Requirements

Each party undertakes to comply with all statutory requirements in performing its obligations under This Agreement.

20. Force Majeure

In the event of an act of God or of an event of Force Majeure (which shall include all uncontrollable natural forces and natural disasters (including fire, tempest, flood, avalanche and storms), unforeseen accidents, acts of government, acts of war, riot, civil commotion, terrorism (including false alarms) and related matters, industrial action by third parties, which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the provision of the cloud software or any part thereof the duty of the Supplier to provide the cloud software (or the relevant part thereof as appropriate) shall be suspended until such circumstances have ceased. The Buyer shall not be liable to make any payment to the Supplier in respect of such suspension and any such sum already paid in respect of the Services or any part thereof not yet performed shall be held to the credit of the Buyer or returned to the Buyer.

21. Limitation of Liability

Subject to paragraph 4 of the Framework Agreement

21.1. The Supplier shall not be liable for any defect, fault or failure of the service resulting from improper use by the Buyer.

21.2. The Supplier shall not be liable for any defect, fault or failure of the service caused by acts of the Buyer's Telecommunications service providers or Internet Service Providers.

21.3. The Supplier excludes liability in contract, tort or otherwise for damages amounting to more than 125% of the annual charge for this service, excluding optional purchases made by the Buyer under this Agreement, for any incident or series of incidents in a single year commencing on, or on the anniversary of, the Start Date.

Schedule 1
Supervising Officers

The Buyer

Name:
Position
Telephone:
Email:

The Supplier

Name: Paul Whyte
Position: Managing Director
Telephone: 01322 661555
Email: Paul@whyte.co.uk