



MASTER SERVICE AGREEMENT

This Agreement is made and entered into on **{Date}** (the "Effective Date") by and between:

Two Peas in a Pod Limited T/A Astaris (hereinafter referred to as the "Company" or "Astaris")

AND

{Client Name} (hereinafter referred to as the "Client")

1. Agreement Scope and Precedence

- These terms sit alongside the G-Cloud Call off Contract and apply only where they are consistent with it.
- The G-Cloud Call off Contract, together with the Service Definition and Pricing Document, forms the main agreement between the parties.

2. Duration and Renewal

- Where these terms apply as part of a G-Cloud Call off contract, the length of the contract and any extensions are as set out in the G-Cloud Call-off Contract.
- There is no automatic renewal unless permitted by the G-Cloud Call-off Contract.

3. Termination

This Agreement may be terminated by either Party upon thirty (30) days' written notice to the other Party if:

- The other Party fails to fulfil in any material respect its obligations under this Agreement and fails to cure such failure within thirty (30) days of receipt of such written notice.
- The other Party breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- The other Party terminates or suspends its business operations, unless succeeded by a permitted assignee under this Agreement.
- Where these terms apply as part of a GCloud Call off Contract, either party may end the contract in line with the termination terms in the G-Cloud Call off Contract.

4. Consequences of Termination

This clause consolidates all financial obligations upon termination or cancellation:

- **Early Termination Fees (Services):** In the event the Client terminates the Service prior to the end of the contractual period purchased, the Client agrees to pay all remaining charges from the date of cancellation to the date the contractual period finishes.
 - **Carrier/Supplier Cancellation Fees:**
 - If the Client cancels an order after placement, the Client agrees to pay any charges levied upon the Company by its carriers.
 - Any termination, cease, or cancellation fees charged by the end supplier are fully payable by the Client to Astaris within seven (7) days of receipt of the corresponding invoice.
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5. Fees and Payment

This section consolidates all provisions regarding charges, invoicing, and payment terms.

5.1. General Charges and Invoicing

- **Standard Charges:** The Client shall pay any charges due under this Agreement.
- **Invoicing Cycle:**
 - Standard Charges shall be invoiced monthly in advance, commencing on the date this Agreement is signed.
 - In the case of GCloud Call off Contracts, invoices will be issued and paid in line with the G-Cloud Call-off Contract.
- **Currency and Payment Method:** All Charges are payable in British Pounds Sterling (GBP). All sums due shall be payable by the Client in full (without any set-off, deductions, or withholding whatsoever) by Direct Debit.
- The Charges are exclusive of all applicable taxes, including Value Added Tax, sales taxes and duties of levies imposed by any authority, government department, all of which, if any, shall be assumed and paid promptly when due by the Client.
- **Advance Payment:** Hardware procurement is payable by the Client in full in advance.
- **Delayed Go Live Date:** If the Go Live Date is delayed due to the Client's act or failure, any Installation Charges and Rental for the first Billing Period shall be payable no later than the original Target Go Live Date.

5.2. Out-of-Scope and Third-Party Fees

- **Out-of-Scope Services:** Any Services requested by the Client that fall outside the terms of this Agreement will be quoted and billed as separate individual Services at the current applicable rates. In the case of G-Cloud Call off contract, any such work will be charged in accordance with the published G-Cloud rate card.
- **Third-Party Costs:** Any third-party fees incurred by Astaris for site visits, or Service Provider charges resulting from the Client's actions, will be passed on to the Client on a cost-only basis and are payable in full within seven (7) days of receipt of the invoice.

5.3. Late Payment and Disputes

- Late Payment Interest: Astaris reserves the right to charge daily interest on any undisputed outstanding amounts until payment is received in full, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998.
 - Service Suspension: Services will be suspended if payment is not received within thirty (30) days following the due date.
 - Security Requirement: Astaris may require a deposit, letter of credit, or other security if the Client's financial circumstances become unacceptable.
 - Dispute Notification: Any dispute regarding a charge must be notified in writing to the Company within fourteen (14) days of the date of the bill.
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6. Warranties, Liability, and Indemnification

6.1. Client Obligations

- The Client will cooperate by providing reasonable access to premises.
- The Client will immediately notify the Company of any significant performance problem and of any change in the identity of the Client's point of contact.
- The Company may charge for work that arises out of the Client's failure to follow the reasonable advice and recommendations of the Company. In the case of G-Cloud Call-off Contracts, any additional work shall be charged in accordance with the published rate card.

6.2. Warranty and Disclaimer

- The Company warrants that the Services will be provided with reasonable skill and care and in accordance with generally accepted industry standards.
- This warranty applies subject to the terms of the G-Cloud Call-off Contract.
- The Client acknowledges that the Company cannot guarantee the stability, safety, or security of third party services.

6.3. Limitation of Liability

- In no event will the Company be liable for any loss of profit or revenue, or for any other consequential, incidental, indirect, or economic damages (including loss of data), except where the loss of data is due to the Company's negligent or willful misconduct.
- The Company's total liability for all claims will not exceed an amount equal to the amount actually paid by the Client to the Company for the Services during the twelve (12) month period preceding the date the claim arises.
- Liability for Services provided under a G-Cloud Call off Contract shall be limited and governed in accordance with the liability provisions set out in the G-Cloud Call-off Contract.

6.4. Indemnification

- The Client will indemnify and hold the Company harmless against any third-party claims (including all costs and legal fees) arising out of or in conjunction with the Client's performance or breach of this Agreement.

- In the case of GCloud Call off Contracts obligations shall apply only as set out in the G-Cloud Call-off Contract.
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7. Force Majeure

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the event continues for a continuous period of more than 3 months, the party not affected may terminate this Agreement by written notice to the other party.

8. Miscellaneous Provisions

- Entire Agreement/Modification: This Agreement cannot be changed or terminated verbally . No modifications shall be binding unless in writing and signed by both Parties.
 - For GCloud call off contracts, this Agreement is supplemental to, and subject to, the G-Cloud Call-off Contract. Any changes must be made in accordance with the G-Cloud Call-off Contract.
 - Governing Law: This Agreement shall be governed by English Law, and the Client consents to the exclusive jurisdiction of the English Courts.
 - Waiver: No waiver shall be deemed made unless in writing signed by the waiving party, and any waiver shall apply only to the specific instance involved.
 - Severability: If any provision is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
 - Third-Party Rights: This Agreement is intended for the benefit of the Parties hereto only and shall not create any rights for third-party beneficiaries.
 - Policy Administration: Astaris agrees to exercise good faith and discretion in the administration of its policies under this Agreement.
 - Additional Terms: The terms and conditions of this Agreement are in addition to those specified in the Service Definition Document.
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