CALL OFF SER

1. Definitions and Interpreta

1.1 In these Terms an following expression

"Acceptable Delay Time

"Framework Agreement

" Agreement Review"

"Annex"

"Business Day"

"Business Hours"

"Call Off Contract"

"Company's Representative"

"Company's Management Representative"

"Company's Performance Representative"













ID CONDITIONS

e context otherwise requires, the anings:

ch the Response Time may be ier under Clause 8 for reasonable not limited to, unavoidable delays

Agreement entered into by the plier pursuant to which the Call Off

Call Off Contract which will be ce with Clause 7 at the intervals

ned to the Order for the Call Off necessary, in the form of one of erms and Conditions

han Saturday or Sunday) on re open for their full range of nsert location>>;

urs of the Supplier which shall be n to 6pm, Monday to Friday>>;

entered into by the Company and to the Ordering Procedure under nent) to which these Terms and nder which the Supplier is to nich are the subject of these

and position>> who shall be with the Supplier's Representative use 7, or such other person who time to time nominate;

and position>> who shall be with the Supplier's Management rdance with Clause 7, or such company may from time to time

and position>> who shall be hitoring of the provision of the cordance with the Service Levels h other person who the Company hominate; "Commencement Date"

"Confidential Information"

"Default Fee"

"Fees"

"Issue Level"

"Performance Report"

"Premises"

"Response Time"

"Service Levels"

"Supplier's Representative"

"Supplier's Managemen Representative"

"Supplier's Performance Representative"

["Specified Equipment"











ch the Call Off Contract comes lause 2;

ther Party, information which is by the other Party pursuant to or Call Off Contract or otherwise iting or any other medium, and mation is expressly stated to be or may be interpreted as such);

by the Supplier to the Company equired Service Levels in ovisions of Clause 8 and be with Annex 2;

e by the Company to the Supplier use 5 and Annex 2;

el of a Support Request as

g the performance of the Support he Service Levels, prepared in ovisions of Clause 8 and Annex 3;

premises at <<insert address>> as may be notified from time to b the Supplier;

which the Supplier must respond s set out in Clause 8;

Is to which the Supplier's ng the Support Services must nex 3 and Clause 8 and shall ompliance with the Issue Levels ponse Times set out in Clause 8;

and position>> who shall be with the Company's rdance with Clause 7, or such upplier may from time to time

and position>> who shall be with the Company's Management rdance with Clause 7, or such upplier may from time to time

and position>> who shall be hitoring of the provision of the cordance with the Service Levels h other person who the Supplier hominate;

oftware and hardware to which the apply as set out in Annex 1;]

"Support Request"

"Support Services"

"Term"

1.2 The "Call Off Contract" s Conditions and the provisio

2. Term of Agreement

- 2.1 The Call Off Contr <<insert Commence of <<insert period>> 10.
- 2.2 Subject to the Agre Off Contract may b shall thereafter be c

3. Supplier's Obligations

- 3.1 The Supplier shall r with the provisions required Service Le
- 3.2 The Supplier shall reasonable and tim Off Contract.
- 3.3 The Supplier shall connection with th Company may, fror the provision of the
- 3.4 The Supplier shall u of any special re requirements) appli extent necessary promptly take steps not otherwise alter right under sub-Clau

4. **Company's Obligations**

- 4.1 The Company shal with the Support Se time to time, reaso Support Services.
- 4.2 The Company shal reasonable and tim Off Contract.
- 4.3 The Company shall

upport Services submitted by the
er by means of <<insert methods
upport ticket etc.>>;

ervices to be provided by the ny as set out in Clause 6 and

Call Off Contract as set out in

orporate both these Terms and reement.

on the Commencement Date of continue in force for an initial Term to the provisions of Clauses 7 and

of Clause 7, the Term of the Call riods of <<insert period>> (which m).

es to the Company in accordance or 1 and in accordance with the and Annex 3.

under the Call Off Contract in a ce with the provisions of the Call

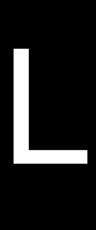
th such information and advice in Id the provision thereof as the Iy require both before and during

Irs to keep the Company informed but not limited to, legislative of the Support Services. To the upplier and the Company shall requirements. These steps shall any way, subject to each Party's ting to review such changes.

th such information in connection thereof as the Supplier may, from e and during the provision of the

under the Call Off Contract in a ce with the provisions of the Call

iny and all reasonable instructions





issued by the Supp not be liable for any which arises out of

- 4.4 [The Company sh hardware and/or s and/or software is to
- 4.5 The Company sha reasonable times to Services.
- 4.6 The Company shall of any special re requirements) appli extent necessary a under sub-Clause requirements. The any way, subject t meeting to review s

5. Fees, Payment and Reco

- 5.1 The Company sha provisions of Anney the Supplier in ac Contract.
- 5.2 [In the event that during the Term of increase the Fees Clause 7.6 to review
- 5.3 All payments requir Party shall be mainvoice in <<insert location>> as the ot off, withholding or d required to deduct of
- 5.4 Where any paymen on a day which is r Business Day.
- 5.5 If either Party fails t other pursuant to notwithstanding sul due date until paym a rate of <<insert p base rate from time

6. **Provision of the Support**

- 6.1 The Supplier shall, Support Services to of the Call Off Cont specified in Clause
- 6.2 The Supplier shall p during its Business

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port Services. The Supplier shall pport Services or any part thereof follow any such instructions.

forthwith of any new computer o procure where such hardware ed Equipment.]

and its personnel access at all purpose of providing the Support

burs to keep the Supplier informed but not limited to, legislative of the Support Services. To the plier and the Company shall (as teps to comply with any such wise alter the Call Off Contract in der sub-Clause 7.6 to request a

Supplier in accordance with the the Support Services provided by s and conditions of the Call Off

nt is procured by the Company te Supplier shall have the right to y request a meeting under sub-

to the Call Off Contract by either d>> of the date of the relevant funds to such bank in <<insert to time nominate, without any setount (if any) of tax as that Party is

f Contract is required to be made ay be made on the next following

hy amount which is payable to the then, without prejudice to and nount shall bear interest from the before and after any judgment, at m over the <<insert bank name>>

the Call Off Contract, provide the ance with the terms and conditions nnex 1 and the Service Levels as

ces only as specified in Annex 1[, lation to the Specified Equipment]

unless otherwise ag

- 6.3 The Supplier shall b regulations, byelav relevant to the provi
- 6.4 The Supplier shall which it provides th the name, reputatio
- 6.5 In the event that the conditions of the Ca the required Service affects the provision
 - 6.5.1 the Compar Supplier to r
 - 6.5.2 if the Suppli Clause 6.5.1
 - 6.5.2.1 the C Servi time even the S
 - 6.5.2.2 the S dama obtai exce the (fores Com
- 6.6 The obligations of the termination of the
- 6.7 The rights of the C without prejudice to but not limited to, its Clauses 8.4, 8.5 an
- 6.8 [Subject to its obliga Call Off Contract, a the Company shall or otherwise consu similar to the Suppo whatsoever.]
- 6.9 [The Supplier shal provide any service or for the benefit Company [within <-Buckinghamshire>> consent not to be u

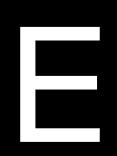
7. Support Service and Agr

7.1 The Company an Company's Repres









rties.

ng that it complies with all statutes, f conduct and any other rules ices.

care to ensure that the manner in s not have any adverse effect on he Company.

breach of any of the terms and to provide the Support Services to ny other breach which adversely of provisions will apply:

ice to the Supplier requiring the

any such notice given under sub-

d to obtain any of the Support ch from any third party until such preach has been rectified or, in the all Off Contract, until such time as se; and

mand to the Company by way of nich the cost to the Company of rvices under sub-Clause 6.5.2.1 the same from the Supplier under a sum equal to any reasonable oss of business) suffered by the upplier's failure or breach.

ause 6.5.2 shall not be affected by

se 6.5 shall be in addition to, and nedies of the Company including, om the Supplier arising under sub-

ter the terms and conditions of the the provisions of sub-Clause 6.5, without obligation to notify, inform nge for any services (which are to be provided by any third party

uance of the Call Off Contract, similar to the Support Services to is in direct competition with the e.g. 20 miles of the Premises OR in consent of the Company, such lelayed.]

arrange meetings between the plier's Representative at regular

<<insert interval, e. the Support Service based upon Perforn Annex 3.

- 7.2 Both Parties shall p Clause 7.1 within their reasonable en taken with respect t and the performand Off Contract.
- 7.3 The Company an Company's Manag Representative at r to discuss matters and any other ma provision of the Sup
- 7.4 In addition to the Management Represent shall, in their << Agreement Review upon any desired of but not limited to, agreed changes sh by the duly authoris
- 7.5 No later than <<inst Off Contract, the C Management Repr which the continu determined. In the provisions of sub-C
- 7.6 Notwithstanding the the Call Off Contra limited to, legislative call for an immedia and action to be ta Reviews shall not to duly authorised repu

8. Service Levels and Resp

8.1 The Supplier shal Services in accorda

order to discuss the provision of e Service Levels, where relevant, in accordance with Clause 8 and

m meetings held pursuant to subing such meetings and shall use any and all agreed actions to be pport Services, the Service Levels spective obligations under the Call

arrange meetings between the and the Supplier's Management e.g. quarterly>> intervals in order held pursuant to sub-Clause 7.1 limited to, those relating to the rvice Levels.

sub-Clause 7.3, the Company's ier's Management Representative arterly>> meetings conduct an may propose, discuss and agree to the Call Off Contract including, , scope and duration. Any such s evidenced in writing and signed Parties.

end of the current Term of the Call Representative and the Supplier's an Agreement Review during the Call Off Contract shall be he Agreement is agreed upon, the

e 7.4, in the event that changes to circumstances including, but not either Party shall have the right to b discuss the necessary changes eed upon during such Agreement nced in writing and signed by the s.

avours to provide the Support ue Levels and Response Times:

Issue Level

Issue Level 1

Issue Level 2

Issue Level 3

<<Insert additional levels

- 8.2 The Response Tim which the Supplier s guarantee as to th hereby undertakes as is reasonably po
- 8.3 The following Acce follows:

Issue Level

Issue Level 1

Issue Level 2

Issue Level 3

<<Insert additional levels

- 8.4 In the event that t relevant Issue Leve be required to pay with Annex 2.
- 8.5 Continued delays s Acceptable Delay T
- 8.6 In the event that the sum option of claiming a or shall further have with sub-Clause 10.
- 8.7 In the event that the the purposes of pro for any failure to c access the Premise
- 8.8 For the purposes of Contract the Partie Representative an "Performance Repr the responsibility of Support Services a terms and condition

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period e.g. 30 minutes>>

period e.g. 1 hour>>

period e.g. 2 hours>>

e 8.1 refer only to the time within rt Request. The Supplier gives no may take to resolve save that it yours to resolve issues as quickly

all apply to the Issue Levels as

ble Delay Time

period e.g. 5 minutes>>

period e.g. 10 minutes>>

period e.g. 20 minutes>>

e Acceptable Delay Time for the upport Request, the Supplier shall ult Fee calculated in accordance

ult Fees each time the applicable the Supplier responds.

Response Time for the relevant >>, the Company shall have the ulated in accordance with Annex 2 the Call Off Contract in accordance

ss to the Company's Premises for es, the Supplier shall not be liable Response Time if it is unable to Company.

ng performance under the Call Off oint the Company's Performance mance Representative (each a ses of this Clause 8). It shall be presentatives to ensure that the e with the Service Levels and the

7

- 8.9 The provision of the shall be monitored Ithe Supplier's Perf of Annex 3.
- All data collected 8.10 Clause 8 and to monthly>> Perform [the Supplier].
- 8.11 Performance Repo Annex 3, to the Col for consideration ar relevant) during me

9. Confidentiality

- Each Party undert authorised in writir continuance of the termination:
 - 9.1.1 keep confide
 - 9.1.2 not disclose
 - 9.1.3 not use any contemplate Contract:
 - 9.1.4 not make ar any Confide
 - 9.1.5 ensure that advisers doe of the provis
- 9.2 Either Party may:
 - 9.2.1 disclose any
 - 9.2.1.1 any s
 - 9.2.1.2 any d
 - 9.2.1.3 any afore

to such exte the Call Off to that Party the Confide disclosure is above or ar submitting to question, as the Confide purposes for

9.2.2 use any Cor other persor Contract, or through no f



cordance with the Service Levels rmance Representative] [and] OR in accordance with the provisions

epresentative(s) pursuant to this sented in <<insert interval, e.g. ared by [the Company] [and] OR

vithin the time period specified in and the Supplier's Representative opriate action to be taken (where dance with sub-Clause 7.1.

ovided by sub-Clause 9.2 or as it shall, at all times during the [for <<insert period>>] after its

rmation;

tion to any other person;

n for any purpose other than as erms and conditions of the Call Off

hy way or part with possession of

officers, employees, agents or by that Party, would be a breach to 9.1.4 above.

to:

of that Party;

thority or regulatory body; or

f that Party or of any of the es or bodies;

for the purposes contemplated by by law, and in each case subject on, party or body in question that fidential and (except where the mentioned in sub-Clause 9.2.1.2 of any such body) obtaining and n undertaking from the person in the terms of this Clause 9, to keep ntial and to use it only for the nade: and

any purpose, or disclose it to any t it is at the date of the Call Off date becomes, public knowledge ed that in doing so that Party does

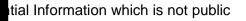
9.1

not disclose knowledge.

9.3 The provisions of th terms, notwithstand

10. Termination

- 10.1 Either Party may te than <<insert notice minimum term of Ag
- 10.2 Either Party may fo the other Party if:
 - 10.2.1 any sum ov provisions of of the due da
 - 10.2.2 the other P provisions o remedy, fail written notic remedied;
 - 10.2.3 an encumbr company, a that other Pa
 - 10.2.4 the other Pa being a com the meaning
 - 10.2.5 the other Pa made again the purpose a manner th bound by or the Call Off
 - 10.2.6 anything an jurisdiction d
 - 10.2.7 the other Pa
 - 10.2.8 control of the persons not Off Contrac "connected Sections 112
- 10.3 The Company shall by giving notice to the Support Service Clause 8.6.
- 10.4 The right to termina prejudice any other concerned (if any) d



e in force in accordance with their Call Off Contract for any reason.

ract by giving to the other not less re on or at any time after <<insert

II Off Contract by giving notice to

he other Party under any of the not paid within <<insert period>>

material breach of any of the and, if the breach is capable of insert period>> after being given f the breach and requiring it to be

or where the other Party is a f any of the property or assets of

arrangement with its creditors or, to an administration order (within 86):

or firm, has a bankruptcy order , goes into liquidation (except for tion or re-construction and in such therefrom effectively agrees to be imposed on the other Party under

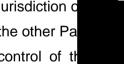
foregoing under the law of any her Party:

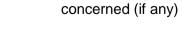
o cease, to carry on business; or

ed by any person or connected ther Party on the date of the Call of this Clause 10, "control" and e meanings ascribed thereto by of the Corporation Tax Act 2010.

th terminate the Call Off Contract t that the Supplier fails to provide Service Levels as set out in sub-

given by this Clause 10 shall not er Party in respect of the breach





11. **Post-Termination**

Upon the termination of the

- 11.1 any sum owing by e the Call Off Contract
- 11.2 any rights or obliga may be entitled or and effect where the
- 11.3 termination shall no which the terminatir termination or any may have in respec before the date of te
- 11.4 subject as provided rights, neither Party
- 11.5 each Party shall ret has not been transf provided for the pur
- 11.6 each Party shall (ex to use, either direct forthwith return to t which contain or red

12. Liability and Indemnity

- 12.1 The Supplier sha subcontractors, age costs and liabilities in contract or in tor loss of or damage performance or faile and to the extent th or contributed to b persons for which th
- 12.2 The Company st subcontractors, age costs and liabilities in contract or in tor loss of or damage performance by the and to the extent th or contributed to by persons for which th
- 12.3 Except as express liable or responsibl liability for negligen
 - 12.3.1 any loss of r or any loss of
 - 12.3.2 any special
 - 12.3.3 For the pur any expense



reason:

arty under any of the provisions of ely due and payable;

e Parties to the Call Off Contract mination shall remain in full force survive such termination;

right to damages or other remedy pect of the event giving rise to the r other remedy which either Party all Off Contract which existed at or

except in respect of any accrued or obligation to the other;

y materials in which the ownership which have, for any reason, been tract; and

ed to in Clause 9) forthwith cease onfidential Information, and shall ments in its possession or control rmation.

harmless the Company, its n and against any and all claims, of whatsoever nature and whether eath of any person or persons or ng out of or in respect of the ions under the Call Off Contract if amages and expenses are caused omissions of the Supplier or any egally liable.

old harmless the Supplier, its n and against any and all claims, of whatsoever nature and whether eath of any person or persons or ng out of or in respect of the ons under the Call Off Contract if amages and expenses are caused missions of the Company or any legally liable.

ff Contract, neither Party shall be t, tort or otherwise (including any

cts, anticipated savings or profits,

loss howsoever arising.

.3.1 "anticipated savings" means cts to avoid incurring or to incur in



13. Force Majeure

Neither Party to the Call performing their obligation Majeure Cause as defined

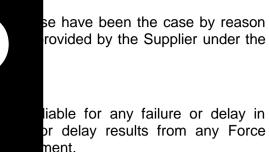
a lesser am of the use o

Call Off Con

14. **Miscellaneous**

- 14.1 All conditions, warra excluded to the fulle
- 14.2 At any time after th cost of the other Pa and do or procure t may reasonably reo full benefit of all the

These Annexes are included a them is agreed as part of t completed, a copy of each of completed in full before they Supplier



lied by statute or common law are w.

e Parties shall, at the request and the execution of such documents of things as the Party so requiring iving to the Party so requiring the Contract.

nd Conditions so that the format of ents. When each Order Form is e attached to the Order From and order Form and accepted by the



to be provided by the Supplier to

are (including minimum versions / pplier.>>]

Support Services

[Specified Equipment]

<<Insert a complete specification the Company. Include any exclusion

[<<Insert a detailed specification of the section of the sectio

updates where relevant) which will

Fees and Payment

<<Insert complete details of the Fe including, but not limited to, the su etc.>>

Default Fees

<<Insert a scale of Default Fees fo choice.>>

[<<Insert details of a further Defau different to the standard Default Fe



ort Services. Provide details payments, invoicing methods

other calculation method of your

-Clause 8.6 if this is to be

Service Levels

Issue Levels <<Insert a full specification of all Is

Performance Monitoring

<< Provide a specification detailing standard system is to be used, i collected and how that data relate

Performance Report

<<Provide a specification / temp recording performance>>

Submission of Performance Rep <<Provide a timetable for the colle reports, and the submission Representatives>>



letailed definition of each.>>

be monitored and measured. If a stem. Specify what data will be performance>>

- e Report which will be used for
- ta, the compilation of performance Reports to the Performance

1. Data Processing

Scope <

Nature <<Insert description of the nature of

Purpose <

Duration <<Insert details of the duration of t

2. Types of Personal Data <<List the types of personal data t</pre>

3. Categories of Data Subject <<List the categories of data subje

4. Organisational and Technical <<Describe the organisational and the Framework Agreement>>.



rried out>>.

arried out>>.

sing is to be carried out>>.

res be implemented as referenced in