

## Professional Services Terms and Conditions

### How these Terms and Conditions work

1.1 These Terms and Conditions incorporate the Master Services Terms and Conditions (the **MSTC**) which are available on our website at [www.outsourcing.co.uk](http://www.outsourcing.co.uk) and apply to the Professional Services you have asked us to provide. Please see clause 1 of the MSTC for details of how the Order Form, MSTC, these Terms and Conditions and any Statement of Work work together to govern our provision of the Professional Services to you.

1.2 The defined terms below apply in these Terms and Conditions.

**"Acceptance Tests"** the tests (if any) detailed in the Order which are to be carried out in relation to the Deliverables;

**"Professional Services"** any services to be provided to you by us and/or our subcontractors as set out in an Order;

**"Professional Services Charges"** the charges in respect of the Professional Services as set out in the Order together with all reasonable related expenses;

**"Statement of Work"** a written document agreed between you and us/signed by you and us setting out the scope of the Professional Services to be provided, any Deliverables to be provided by us to you, any additional obligations which you have in relation to those Professional Services, the identity of any specific people who will provide the Professional Services, the period (if any) during which the Professional Services are to be provided, the fees and expenses payable in respect of those Professional Services, and if applicable any specification and acceptance testing regime;

**"Deliverables"** the deliverable items set out in an Order;

## 2. What we will do

2.1 Where an Order Form specifies a Statement of Work is to be agreed, an Order for any Professional Service will not be legally binding until the relevant Order Form and such Statement of Work have each been signed by a duly authorised representative of you and us. For the avoidance of doubt any Statement of Work shall form part of the relevant Order.

2.2 Unless we agree otherwise in writing:

- (a) any prices(s), timescale(s) and/or resource level(s) required to provide a Deliverable indicated in an Order Form in respect of Professional Services are estimates only; and
- (b) all Charges in respect of Professional Services shall be on a time and materials basis in accordance with our standard rates from time to time.

2.3 We will provide the Professional Services to you and deliver the Deliverables in

accordance with the terms of the relevant Order and shall use all reasonable endeavours to do so in accordance with any timescales identified in the relevant Order.

- 2.4 If an Order sets out the identity of any specific people who will provide the Professional Services, we may provide the Professional Services through other people:
- (a) in the case of illness, accident, holiday, summary dismissal, resignation or unplanned absence affecting the specific person or people who were to provide the Professional Services; and
  - (b) where the proposed replacement has expertise and experience reasonably similar to the person proposed to be replaced.

### **3. Acceptance Tests**

- 3.1 Where applicable Deliverables will be tested and accepted by you in accordance with the Acceptance Tests. If the Deliverables do not satisfy the Acceptance Tests then we will use all reasonable endeavours to rectify the cause of the failure and re-submit the Deliverables to the same Acceptance Tests. If the Deliverables fail such Acceptance Test on two more occasions, you may ask us to repeat the process under this clause or by notice in writing to us immediately terminate the relevant Order.

### **4. Change Control**

- 4.1 You may request changes to the scope or duration of the Professional Services by written notice to us at any time prior to the completion of the Professional Services.
- 4.2 We will respond to your request as soon as reasonably practicable in writing indicating whether we are able to make the requested change and, if so, we will provide a quotation setting out proposed changes to the Order.
- 4.3 Upon receipt of the quotation, you must by notice in writing to us either:
- (a) accept such quotation, in which case the Order shall be amended accordingly; or
  - (b) withdraw the proposed variation, in which case the original Order shall continue in force unchanged.
- 4.4 If no acceptance is received by us within a period of 14 days from the service of the quotation, your change request shall be treated as withdrawn.
- 4.5 Until such time as any variation is formally agreed between us in accordance with this clause 4, we will continue to perform the relevant Order as if such variation had not been requested.
- 4.6 We may charge for investigating the request and preparing the quotation at the rates set out in the original Order.

### **5. Cancelling the Services**

- 5.1 You may cancel a Statement of Work at any time prior to the commencement of the

relevant Professional Services. If we receive the notice more than 30 days before the scheduled commencement date of the Professional Services you will not need to pay any charges. In all other cases, cancellation charges will apply and these will be set out in the Statement of Work. We will raise invoices for such cancellation fees which will be payable by you within 30 days of the date of the invoice.

## **6. Licence to use the Deliverables**

- 6.1 Provided you pay all Charges to us when due and you are not in breach of any Order, we hereby grant to you (or shall obtain the grant of) a non-exclusive, personal licence to use, maintain, update and/or copy the Deliverables to the extent necessary for your internal business purposes.