



STANDARD TERMS & CONDITIONS OF PURCHASE, Version 1.1 / 01 May 2020

1. Definitions

- 1.1. "Buyer" means the person, organisation, firm or company from whom orders are received;
- 1.2. "Conditions" means the terms and conditions of purchase set out in this document;
- 1.3. "Consultant(s)": means the individual(s) being supplied for the provision of a Deliverable;
- 1.4. "Contract": the contract between the Supplier and the Buyer for the supply of Goods and/or Services in accordance with these Conditions;
- 1.5. "Deliverable": means all documents, products and materials developed by the Supplier; or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, diagrams, designs, computer programs, computer code, data, specifications and reports (including drafts);
- 1.6. "Goods" means Software, Licences, Subscription Renewals or Support which the Supplier is to supply to the Buyer in accordance with these Conditions;
- 1.7. "Order" means the order for Goods and/or Services as set out on the Quote;
- 1.8. "Price" means the price of the Goods and/or Services;
- 1.9. "Purchase Order" means the electronic or hard-copy document issued by the Buyer for the intention of fulfilling the Order;
- 1.10. "Quote" or "Quotation" means any written document prepared by the Seller and provided to Buyer outlining of Goods and/or Services to be provided, together with price estimates, subject to these Conditions;
- 1.11. "Services" means the services, such as remote or onsite consultancy, which the Supplier is to supply to the Buyer in accordance with these conditions;
- 1.12. "Standard Tariff" means the hourly rate of a Working Day calculated from the Price as set out on the Quote;
- 1.13. "Supplier" means True North Service Management Solutions Ltd (Registered in England & Wales, Number 11424801) and includes its agents, contractors, employees and Consultant(s);
- 1.14. "Working Day" means eight (8) hours including a one (1) hour break, from Monday to Friday excluding UK Bank Holidays between the hours of 08:00 and 18:00;
- 1.15. Time and Materials means hourly rates and actual expenses incurred by the Supplier performing the Services;
- 1.16. "Vendor" means the person, organisation, firm or company who supplies the Goods to the Supplier.

2. Basis of Contract

- 2.1. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 2.2. The Order shall be deemed accepted by the Buyer by doing one, a combination, or all of the following:
 - 2.2.1. Signing the Quote provided by the Supplier;
 - 2.2.2. Raising a Purchase Order;
 - 2.2.3. Issuing written acceptance electronically or otherwise.
- 2.3. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Provision of Goods & Services

- 3.1. Software, Licences are provisioned according to the terms set forth by the Vendor.
- 3.2. Support is provisioned from the date this Contract becomes effective or an agreed date between both parties.

- 3.3. Services are provided on a Time and Materials basis, unless otherwise agreed in writing. Delays, early completion or uncompleted Deliverables will still be chargeable.
- 3.4. The time indicated for each Deliverable is an estimation only and does not form part of the Contract.
- 3.5. Services which are conducted remotely will be charged in blocks of four (4) or eight (8) hours, *i.e.* a half or full Working Day respectively.
- 3.6. Services which are conducted on-site will be charged in a block of eight (8) hours, *i.e.* a Working Day.
- 3.7. Services which form part of the Order must be used within six (6) months after the Contract comes into effect.
- 3.8. The Supplier reserves the right to assign any Consultant deemed appropriate by the Supplier to perform the Services.
- 3.9. The following tariffs apply for work completed by the Supplier:
 - 3.9.1. The Standard Tariff applies for over 8 Hours and up to 10 Hours worked per day (between 08:00 and 18:00 GMT);
 - 3.9.2. The additional rate charged for hours before 08:00 and after 18:00 GMT is 150% of the Standard Tariff;
 - 3.9.3. The additional rate charged for Weekend or UK Bank Holidays is 200% of the Standard Tariff.
- 3.10. The Buyer agrees to cooperate with the Supplier in all matters relating to the Services and provide such access to the Buyer's premises, meeting rooms and other facilities as may reasonably be requested by the Supplier, for the purposes of performing the Services.
- 3.11. The Buyer agrees to respond promptly to any Supplier request to provide direction, information, approvals, authorisations or decisions that are reasonably necessary for the Supplier to perform the Services.

4. Expenses

- 4.1. Expenses (including but not limited to travel expenses such as air and train fares, taxi fares, mileage, parking fees, motorway tolls, food and accommodation expenses) incurred in the course of providing the Services will be invoiced to the Buyer at cost.
- 4.2. In the event Services are performed on-site at the Buyer's premises, the Consultant(s) may at their discretion, choose to either travel each day or lodge in a paid accommodation.
- 4.3. Travel expenses are subject to the following conditions per Consultant:
 - 4.3.1. Mileage will be charged at 45 pence per mile;
 - 4.3.2. Air travel will be economy class where possible.
- 4.4. Accommodation will be sought at reasonable rates and standards depending on location and availability. Accommodation will always be booked close to the Buyer's premises.
- 4.5. Food and refreshments expenses will be charged at reasonable amounts depending on location and time available.
- 4.6. Value Added Tax (VAT) will be charged at the prevailing rate in the United Kingdom on the total expense amount at the time of invoice.
- 4.7. Copies of receipts are available upon request.

5. Terms of Payment

- 5.1. The Buyer agrees to the Terms of Payment in accordance with these Conditions by doing one, a combination, or all of the following:
 - 5.1.1. Signing the Quote provided by the Seller;
 - 5.1.2. Raising a Purchase Order;
 - 5.1.3. Issuing written acceptance electronically or otherwise.
- 5.2. Our standard payment terms are 30 days from date of invoice, to be paid in full unless agreed otherwise in writing.

The above Standard Terms & Conditions of Purchase are effective from 01 May 2020.



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- 5.3. Goods, *i.e.* Software, Licences & Support must be paid in full according our standard payment terms outlined in 5.2 of these Conditions.
- 5.4. Services which are less than 160 hours in total will be invoiced when delivered and must be paid in full according our standard payment terms outlined in 5.2 of these Conditions.
- 5.5. Services which are more than 160 hours must be paid in accordance with the following payment milestones:
- 5.5.1. Project Initiation: 40% of total Service fees;
- 5.5.2. Test Approval: 30% of total Service fees;
- 5.5.3. Project Closure: 30% of total Service fees plus agreed additional time required, minus time not delivered.
- 5.6. We reserve the right to claim statutory interest at 8% above the Bank of England base rate for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act.

6. Cancellations and Amendments

- 6.1. Cancellations or amendments to Goods and/or Services must be made in writing and are applicable from the date on which they are first requested.
- 6.2. Fees for the cancellation or amendment to Goods by the Buyer are calculated as follows:
- 6.2.1. Software: Once the order is placed with the Vendor: 100% charge;
- 6.2.2. Licences: Once the order is placed with the Vendor: 100% charge;
- 6.2.3. Support: Once the order is placed with the Vendor: 100% charge.
- 6.3. Fees for the cancellation or amendment to Services by the Buyer are calculated as follows:
- 6.3.1. More than 11 business days' notice: No charge;
- 6.3.2. 5-10 business days' notice: 50% charge;
- 6.3.3. 4 business days or less notice: 100% charge.
- 6.4. Cancellations or amendments to Services by the Supplier will not incur any charge and the Supplier will make all reasonable efforts to reschedule the aforementioned Services within a reasonable timeframe.
- 6.5. The Supplier is not liable for any consequential, exemplary or incidental damages to the Buyer arising from any cancellations or amendments by either party, such as delays to the Buyer caused by Supplier lead times.
- 6.6. The Supplier reserves the right to re-allocate unused hours from one Deliverable to another in order to maximise the value of the Services delivered.

7. Termination

- 7.1. This Contract shall continue in full force and effect until completion of the Services or until terminated in accordance with the provisions hereof.
- 7.2. In the event of any material breach of this Contract by either party, the other party may cancel this Contract by giving 30 days' prior written notice thereof (or 10 days' notice in the case of non-payment); provided, however, that this Contract shall not terminate at the end of the applicable period if the party in breach has cured the applicable breach. Unless otherwise indicated, all completion times in Scope for the Supplier's services are estimates.

8. Limitation of liability

- 8.1. Neither party shall have liability to the other party for consequential, exemplary or incidental damages arising out of or in connection with this agreement, even if such party has been advised of the possibility of such damages. In no event shall the Supplier be liable for any damages arising out of or in

connection with this agreement or the services in excess of the amounts paid by customer hereunder.

9. Force Majeure

- 9.1. If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond that party's reasonable control (including without limitation war, strike, riot, crime, flood, fire, hurricane, earthquake, volcanic eruption, acts or orders of government) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, then the Contract may be cancelled by either party.
- 9.2. Failure of sub-contractors or strike action shall not constitute Force Majeure.

10. Non-Disclosure

- 10.1. All data relating to the Buyer's business, operations, proprietary information and customers acquired by the Supplier as a result of performance hereunder which has been marked Confidential, "Proprietary" or the like, shall be maintained as confidential by the Supplier.
- 10.2. The Buyer shall not sell, transfer, publish, disclose, display or otherwise make available any information to third parties, and shall take reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing.
- 10.3. Each party shall protect the confidentiality of the other's proprietary information with the same degree of care that it uses to protect its own most confidential information, but in no event less than reasonable care.
- 10.4. The disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to other available legal remedies.

11. Support

- 11.1. All support requests can be submitted to the service desk via the self service portal at <https://truenorthsm.4me.com> or email to supportcentre@truenorthsm.com. You will need an account registered in order to do this. For urgent issues you can also contact us on +44 (0)121 663 1763.
- 11.2. Support Hours: Our support hours are Monday to Friday, 9am to 5pm (excluding Bank Holidays). Ad-hoc support can be discussed outside of these hours and is arranged on a request by request basis. Our online self-service portal is available 24x7.
- 11.3. Response Times: We will endeavour to resolve your request as quickly as possible. Our target response times are detailed below:
- 11.3.1. Top: Service Down for Several Users: 1 Hour;
- 11.3.2. High: Service Degraded for Several Users: 4 Hours;
- 11.3.3. Medium: Service Down for One User: 8 Hours;
- 11.3.4. Low: Service Degraded for One User: 16 Hours.
- 11.4. If your request requires escalation to a third-party, we will take care of this for you and provide you with regular updates as to the progress.
- 11.5. Escalation Process: Our aim is always to resolve your requests as quickly and as efficiently as possible, however things can occasionally go wrong. If you feel we are not meeting your expectations for any reason what so ever, please contact the below escalation points and we'll aim to put it right straight away.
- 11.5.1. Richard Rowe: r.rowe@truenorthsm.com, or +44 (0)7525 855 908