

REDCENTRIC
STANDARD TERMS & CONDITIONS
MANAGED SERVICES

1. DEFINITIONS

In these Conditions the following meanings shall apply:

“Agreement” means these terms and conditions, including the Summary of Services;

“Consultancy Services” means the consultancy services (if any) specified in the Summary of Services;

“Consultancy Services Charge” means that part of the Contract Charge (if any) which relates to the Consultancy Services as specified in the Summary of Services;

“Contract Charge” means the charge for the Services specified in the Summary of Services;

“Customer” means the organisation to whom Redcentric agrees to supply Services as specified in the Summary of Services;

“Equipment” means the services and /or items of equipment specified in Schedule B;

“Fix Time” means the number of hours which elapse between the receipt of a request for maintenance of the Equipment and completion of the maintenance by Redcentric, or, where a maximum permitted Response Time is also specified in the Summary of Services, the number of hours which elapse between the expiry of the maximum permitted Response Time and completion of the maintenance by Redcentric;

“Hardware Maintenance Charge” means that part of the Contract Charge (if any) which relates to the Hardware Maintenance Service as specified in the Summary of Services;

“Hardware Maintenance Service” means on-call maintenance of the Equipment in order to return the Equipment to a satisfactory operating condition in accordance with the manufacturer’s specifications and such other maintenance of the Equipment as may be specified in the Summary of Services or is otherwise agreed between the parties;

“Help Desk Charge” means that part of the Contract Charge (if any) which relates to the Help Desk Service as specified in the Summary of Services;

“Help Desk Service” means the help desk services to be provided by Redcentric as set out in the Summary of Services;

“Hourly Rate” means the rate from time to time charged by Redcentric for Services performed outside the Prime Shift or otherwise provided at the request of Customer additional to those set out in the Summary of Services;

“Initial Period” means the initial period of this Agreement specified in the Summary of Services;

“Intellectual Property Right” means any copyright, patent, registered design, trade mark, rights in databases or other industrial or intellectual property right;

“IT Services” means that part of the Contract Charge (if any) which relates to the IT Managed Service as specified in the Summary of Services;

"Prime Shift" means the hours specified in the Summary of Services during which the Services shall be available on each day; "Renewal Period" shall have the meaning set out in clause 3.1;

"Response Time" means the number of hours which elapse between the receipt of a request for maintenance of the Equipment and the Redcentric engineer's arrival at the Site;

"Services" means the services to be performed by Redcentric under this Agreement, which may include the Hardware Maintenance Service, the Support Services, the Help Desk Service, the Consultancy Services and the Training Service;

"Redcentric" means Redcentric Solutions Limited or its assignees; Registered Number 08322856 and Registered Address Central House, Beckwith Knowle, Harrogate HG3 1UG

"Site" means the location or locations specified in the Summary of Services in respect of which the Services are to be provided or such other location or locations as may be agreed by Redcentric in writing

"Software" means the items of software specified in Schedule C;

"Specification" means the facilities and functions of any item of Software and Hardware as set out in the manufacturer's or supplier's documentation;

"Summary of Services" means the listing of key details of the Services offered pursuant to this Agreement annexed as Schedule A;

"Support Services" means the services to be provided in relation to the support of the Equipment and the Software as set out in the Summary of Services;

"Support Services Charge" means that part of the Contract Charge (if any) which relates to the Support Services as specified in the Summary of Services;

"Total Annual Employment Costs" means the total sum of payments which Redcentric will incur in the financial year concerned in respect of an employee, including, without limitation, gross annual salary, National Insurance contributions, contributions to a pension scheme and any costs which Redcentric may incur in relation to other benefits to which the employee is entitled;

"Training Services" means the provision by Redcentric of such training course or courses as are specified in the Summary of Services or which Redcentric otherwise agrees in writing to provide to the Customer;

"Training Services Charge" means Redcentric's fee for the provision of the Training Services as specified in the Summary of Services or as otherwise agreed between Redcentric and the Customer

2. GENERAL

2.1 Redcentric agrees to provide the Services on the terms set out herein. Notwithstanding anything to the contrary in the Customer's standard conditions or elsewhere, this Agreement contains the only terms upon which Redcentric will carry out Services and shall not be varied except to the extent they are varied by the amendments to the standard terms and conditions set out in Schedule F, or unless expressly agreed in writing, signed by a Director of Redcentric. No other servant or agent of Redcentric is authorised to vary the conditions herein contained whether orally or in writing or to make representations or promises about the Services provided. In the case of any

conflict or inconsistency between the standard terms and those amendments to the standard terms and conditions set out in Schedule D, such amendments shall prevail.

2.2 This Agreement supersedes all prior agreements, arrangements and understandings between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties relating to the subject matter hereof. The Customer acknowledges that in entering into this Agreement it has not relied on any representation, warranty, agreement or statement not set out in this Agreement and that (in the absence of fraud) it will not have any right or remedy arising out of any such representation, warranty, agreement or statement.

2.3 Each of the provisions of this Agreement is distinct and severable from the others and in the event that any one or more of the provisions contained in this Agreement shall for any reason be or become unenforceable, illegal or otherwise invalid in any respect (whether wholly or in part), such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement (or, as the case may be, the remaining parts of the relevant provisions) which shall continue in full force and effect and this Agreement shall then be construed as if such unenforceable, illegal or invalid provisions (or parts thereof) had never been contained herein. The parties shall thereupon use their respective best endeavours to agree valid and enforceable terms to replace such unenforceable illegal or invalid provisions to meet so far as possible the original intention of the parties.

2.4 The Customer shall not assign, sub-contract, sub-licence or otherwise transfer any right or obligation under this Agreement without the prior written consent of Redcentric.

2.5 Redcentric reserves the right to sub-contract any of the Services to be provided under this Agreement and to assign this Agreement in whole or in part to a third party and the Customer hereby agrees to any such sub-contracting or assignment.

2.6 This Agreement is enforceable by the parties and by their successors in title and permitted assignees. Any rights of any other person to enforce the terms of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 are excluded.

3. PERIOD OF AGREEMENT

3.1 This Agreement shall remain in force for the Initial Period unless terminated earlier in accordance with the terms of this Agreement. At the end of the Initial Period, this Agreement shall be automatically renewed for periods of one year (each such period being referred to as a "Renewal Period"), unless terminated earlier in accordance with the terms of this Agreement or by either party giving at least 90 days written notice to the other (such notice to expire on the last day of the Initial Period or any Renewal Period).

4. TERMS OF PAYMENT

4.1 The Customer shall pay the Contract Charge in accordance with the terms stated in the Summary of Services. Where any services additional to those set out in the Summary of Services are provided at the request of the Customer, the Customer shall pay Redcentric forthwith on presentation of an invoice for the charges.

4.2 If an invoice is not paid in accordance with Clause 4.1, Redcentric reserves the right to charge interest on a daily basis on outstanding sums at the rate of 4% above Barclays Bank plc.'s base rate per annum as published from time to time, from the due date for payment until receipt by Redcentric of the full amount whether before or after judgement.

4.3 The Customer shall pay all accounts in full and not exercise any rights of set-off or counterclaim.

4.4 All charges are exclusive of Value Added Tax which will be payable by the Customer at the rate applicable from time to time.

4.5 Redcentric reserves the right subject to giving a minimum of 14 days' notice in writing to suspend performance of the Services where payment is not received in accordance with Clause 4.1 or any alternative terms of payment agreed in writing in advance.

5. CHARGES

5.1 Redcentric shall vary the Contract Charge up or down, with the exception of one off set up costs, on an annual basis with effect from the first anniversary of the commencement of the Initial Period in line with the increase in the Retail Prices Index applicable in the previous month of each anniversary date.

5.2 Redcentric may increase the Contract Charge or any component of it, upon giving not less than 90 days' notice in writing prior to the expiry of the Initial Period or any Renewal Period, as appropriate. Such increase will take effect upon the expiry of the Initial Period or the relevant Renewal Period, save that the Customer shall have the right to terminate this Agreement in relation to such item

5.3 If Services are supplied by Redcentric outside the period of the Prime Shift (at the request of the Customer) or if work done at the request of the Customer is not within the scope of the Services as set out in the Summary of Services or if for any reason the work is necessitated by any failure on the part of the Customer to comply with its obligations hereunder then the Customer shall pay Redcentric at the then applicable Hourly Rate for such services.

5.4 If the Equipment is moved from the Site, Redcentric will continue to provide the Services, provided the Equipment is not moved to a Site outside mainland England, Scotland, Wales and Northern Ireland. However, the Customer shall give Redcentric 30 days written notice before moving any item of the Equipment to a new Site. Any additional costs incurred by Redcentric as a result of the Customer not notifying the change of location as required shall be separately chargeable.

5.5 The charge for services provided outside of the UK will be subject to currency conversion and will be calculated using the foreign exchange rate published on Barclays Bank web site on the date the order is received. The sterling price equivalent will be maintained if the applicable currency rate remains in a band of +/- 5%. If the exchange rate fluctuates outside of this +/- 5% band, Redcentric reserves the right to amend the sterling equivalent charge at date of invoice to the applicable exchange rate published on the Barclays Bank web site at that time.

5.6 In the event that the number of calls logged in the first month of the Agreement is more than 30% higher than either the monthly average of the next three months or the expected monthly number of calls defined in Schedule A, Redcentric reserves the right to charge a one off charge equal to the monthly value of the contract multiplied by the increased percentage.

5.7 Without prejudice to clauses 5.2 and 11.2, in addition to the Contract Charge, Redcentric shall have the right to charge the Customer at the applicable Hourly Rate and for parts and consumables in the following circumstances:-

5.7.1 Redcentric are unreasonably denied access to a Site for a maintenance call;

5.7.2 Redcentric are obliged to carry out additional or unnecessary work as a result of incorrect or inadequate information provided by the Customer, its employees, agents or contractors;

5.7.3 the Customer (or any of its employees, agents or contractors) informs Redcentric that there is a fault or defect with any Equipment or Software and requests Redcentric to rectify this fault or defect and Redcentric establishes that no such fault or defect exists or such fault or defect is the result of incorrect operation or mishandling by the Customer, its employees, agents or contractors;

5.7.4 For the first 30 days of any calls on additions to Schedule B and Schedule C.

6. REDCENTRIC WARRANTY

6.1 Redcentric warrants that the Services shall be supplied and rendered with all due skill, care and diligence by appropriately experienced, qualified and trained personnel in accordance with good industry practice.

6.2 Should the Customer become dissatisfied with the performance of any personnel assigned by Redcentric to perform the Services, the Customer shall notify Redcentric in writing with details of the unsatisfactory performance, and provided that Redcentric is satisfied that the Customer's dissatisfaction is reasonable, Redcentric shall replace that person as soon as reasonably practicable.

7. CUSTOMERS' WARRANTIES

7.1 Save where Redcentric has been notified otherwise and has agreed in writing to accept the Equipment in other than full working order, the Customer warrants that the Equipment is in good working order and good mechanical and electrical condition at the date of commencement of the Initial Period or in the case of Equipment added to the scope of the Agreement in accordance with Clause 9.1 at the date at which it comes within scope.

7.2 The Customer warrants that any information provided to Redcentric about whether the Equipment was in or out of warranty or which was provided for Redcentric to calculate which Equipment was in or out of warranty is accurate and complete.

7.3 The Customer warrants that it is entitled or empowered to authorise Redcentric to perform the Services in respect of the Equipment and the Software.

7.4 In the event that any of Customer warranties set out in this clause 7 are inaccurate, Redcentric may recover from the Customer any additional costs that it incurs.

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

8.1.1 Ensure that all Equipment and Software is installed and operated in accordance with the supplier's instructions;

8.1.2 Give Redcentric 30 days' notice of the installation of additional Equipment and/or Software for which support is required and Redcentric will decide whether or not it wishes to support them in accordance with the provisions of clause 9.1;

8.1.3 Operate Equipment and Software in a proper manner and always under the supervision of trained and competent personnel;

8.1.4 Co-operate fully with Redcentric in the diagnosis of any malfunction of the Equipment or the Software;

8.1.5 Insofar as it is legally authorised to do so, provide Redcentric with full and free access at all reasonable times to all technical manuals and other documentation relating to the Equipment or the Software, and any diagnostic software which the Customer possess in relation to the Equipment;

8.1.6 Maintain a suitable environment and electrical supply for the Equipment which complies with specifications given by the manufacturer(s) of the Equipment or Redcentric, and keep all external surfaces of the Equipment clean and in good condition;

8.1.7 Provide such services as may reasonably be required for safety or other reasons by Redcentric engineers in pursuance of the maintenance of the Equipment and Software;

8.1.8 Notify Redcentric immediately if it makes any addition to, modification of, or adjustment to the Equipment and/or the Software. Redcentric shall notify the Customer of the implications of any such addition, modification or adjustment in relation to the provision of the Services and in particular, reserves the right to increase the Contract Charge or to terminate this Agreement in relation to the item of Equipment or Software concerned as a result of such addition, modification or adjustment, by giving 7 days' notice in writing to the Customer. For the avoidance of doubt, this clause is not intended to apply where the Customer wishes to add or remove any items of Equipment or Software from the lists in Schedules B and C to which the provisions of Clause 9 of Section 1 shall apply;

8.1.9 Use only media of a type that is approved of by the manufacturer of the Equipment or Software or Redcentric. Redcentric will not unreasonably withhold such approval;

8.1.10 Provide sufficient working space and access for inspection and maintenance of the Equipment or Software and reasonable storage space for stocks of spares as reasonably required at no charge to Redcentric;

8.1.11 In the event of a maintenance call, before calling for Redcentric engineers to visit the Site, ensure and confirm that the following basic checks have been implemented:

- a) Mains power, external fuses and any external or internal sub-units not covered by this Agreement have been checked and restored;
- b) Diagnostic self-check facilities (where appropriate) have been used in accordance with the instructions in the appropriate operating manual; and
- c) Any adjustments required as part of the relevant self-checks have been implemented wherever possible.

8.1.12 Follow the manufacturer's advice on operating the Equipment and on carrying out operator's routine maintenance; and

8.1.13 Keep all consumable items supplied by the Customer in a serviceable condition.

8.2 The Customer acknowledges that the provision of the Support Service and the Helpdesk Service are not a substitute for proper user training or comprehensive end user documentation. The Customer shall where applicable ensure that:

8.2.1 its staff are fully and properly trained in the use of the Equipment and Software in accordance with Redcentric's reasonable recommendations from time to time;

8.2.2 its staff are competent in the use of the Equipment or Software and all software products loaded thereon; and

8.2.3 the Customer has a complete set of comprehensive and up to date end user documentation.

9. CHANGE REQUEST PROCESS

9.1 If either party wishes to make changes in relation to the Services, the parties shall use the Change Request procedure outlined in Schedule E

9.2 The Customer may request that certain items of Equipment, Software and/or Services be added to, or deleted from, Schedule B and Schedule C respectively. Redcentric agrees that it will consider any such reasonable requests in good faith, but Redcentric reserves the absolute right to refuse any such requests.

9.3 In the event that Redcentric agrees to amend Schedule B and/or Schedule C in accordance with Clause 9.1, Redcentric may increase or reduce the Contract Charge as it in its sole discretion deems

appropriate, such increase or reduction to take effect from the date of the installation or removal of the Equipment and/or Software as the case may be. The contract value net of additions and deletions can fall by no more than 10% of the value at the start of last annual renewal without written agreement from Redcentric.

9.4 Deletions and/or reductions in service levels to contract shall be effective after ninety calendar days of notification.

10. ROADMAPPING

10.1 Redcentric shall from time to time during the term of the Contract convene meetings with the Customer to discuss the status and future availability of product lines (hardware and software)

10.2 From each meeting Redcentric will with the assistance of the Customer provide data on initial products, replacement products and new products, including the lifecycle of each product set.

10.3 The Roadmap and all disclosures relating thereto shall be deemed to be Confidential and shall be kept in accordance with the Confidentiality clause herein.

11. NON-AVAILABILITY OF SPARES / TECHNICAL DATA

If Redcentric is unable to perform the Services due to the non-availability of parts and/or technical data relating to the Software or Equipment or any item of the Software or Equipment from the manufacturer/supplier, Redcentric shall have the right to terminate this Agreement in relation to such item or items of Software or Equipment. Such termination shall be effected by notice in writing. Redcentric will use its reasonable endeavours to give at least 90 days' notice of any such termination. In the event that a shorter notice period is necessary, Redcentric will give as long a notice period as is reasonably practicable in the circumstances. In the event of any termination pursuant to this clause, Redcentric shall refund any part of the Contract Charge which has been paid in advance which relates to the period following termination and which is attributable to the relevant Software or Equipment and Service.

12. EXCLUSIONS

12.1 The Services do not include maintenance of the Equipment or Software necessitated by other than fair wear and tear and in particular does not include:

12.1.1 Repair of damage caused (a) by accident, misuse, neglect, movement of or interference with the Equipment, software errors in operating systems or application software; or (b) by failure to maintain a suitable environment and electrical supply including (but not limited to) failure of electrical power, poor air conditioning or humidity control, static electricity, or (c) by any cause other than the normal usage of the Equipment;

12.1.2 Equipment found to be faulty prior to the date it was added to contract;

12.1.3 Calls received within 10 working days from the date of notification for Equipment added to contract;

12.1.4 Repair of damage caused by any person other than an authorised representative of Redcentric attempting to maintain the Equipment or Software;

12.1.5 Maintenance of accessories, attachments, equipment or any other items not included in the Equipment specified in Schedule B;

12.1.6 Electrical work external to the Equipment, making modifications or specification changes to the Equipment, reconditioning, refurbishing, painting or refinishing the Equipment or adding or removing accessories, attachments or other devices;

- 12.1.7 Provision, maintenance or replacement of supplies or accessories, including (but not limited to) items defined by the manufacturer of the Equipment as consumables, toner cartridges, laser printer fuser units and maintenance kits, cartridge discs, floppy discs, print banks, print heads, magnetic tapes, bulbs and memory cards;
 - 12.1.8 Normal operator functions as recommended by the manufacturer and/or Redcentric including but not limited to cleaning disc heads or replacing cartridge ribbons, toner cartridges and ink cartridges;
 - 12.1.9 The maintenance or replacement of cathode ray tubes in monitors and terminals except where a defect has arisen as a result of an electrical fault;
 - 12.1.10 Maintenance necessitated as a result of fire, flood, storm, earthquake, willful damage, accidental damage and other similar causes;
 - 12.1.11 Maintenance of laser printers or laser drums beyond their expected working life;
 - 12.1.12 Maintenance of laptop screens and batteries;
 - 12.1.13 Maintenance of unlicensed Software or whereby the Customer can not prove ownership of the software and maintenance of Software whereby the release of such Software is no longer supported by the software provider;
- 12.2 At the Customer's request, Redcentric may, in its sole discretion, agree to perform any of the services set out in this Clause 12. Redcentric shall in such circumstances be entitled to levy additional charges in accordance with the Hourly Rate and cost of parts, consumables and software.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Customer acknowledges that all Intellectual Property Rights in all data, reports, drawings, specifications, designs, plans, programs, course materials or other material produced, provided, made available or acquired by Redcentric in the course of the performance of the Services shall vest in and remain the property of Redcentric or its licensors, suppliers or sub-contractors, unless expressly agreed otherwise in advance and in writing. No copies may be made of such material unless expressly agreed otherwise in advance and in writing by Redcentric.

13.2 Redcentric warrants that the provision of the Services and use by the Customer of the Software in accordance with the terms of this Agreement will not infringe the Intellectual Property Rights of any third party.

13.3 Redcentric shall indemnify the Customer from all liabilities (including reasonable legal costs) incurred by the Customer as a result of any claim or action made by a third party alleging that the provision of the Services or any portion thereof infringes the Intellectual Property Rights of such third party, provided that the Customer:

- 13.3.1 gives Redcentric prompt written notice of such claim;
- 13.3.2 gives Redcentric reasonable assistance and sole authority to conduct and/or settle all negotiations and litigation and defend and/or settle such claims. For the avoidance of doubt, the costs incurred or recovered in such negotiations and litigation shall be at Redcentric's expense; and
- 13.3.3 has no dealings with such third party in relation to its claim and makes no admissions in relation to such a claim without Redcentric's prior written consent.

13.4 If any infringement claim is made of the type referred to in clause 12.3, or in Redcentric's opinion is likely to be made, Redcentric shall have the right, at its option to either:

- 13.4.1 obtain for the Customer the right to continue using the item in question or to receive the services;
- 13.4.2 replace or modify the item in question or the service so it ceases to be infringing; or
- 13.4.3 as a last resort, grant to the Customer a credit for that portion of the Contract Charge attributable to the item/service at issue in such claim, as depreciated, and accept such item's return or termination of the service affected.

13.5 Redcentric shall not have any obligation to indemnify the Customer if the alleged infringement is based upon:

- 13.5.1 use of the item, other than in accordance with the terms of the Agreement and any other instruction Redcentric may give concerning its use;

- 13.5.2 use of the item in an unauthorized manner for which the item is not designed; or
- 13.5.3 use of the item in a manner other than in accordance with the instructions.
- 13.6 Neither Redcentric nor any third party licensors shall have any liability to the Customer in respect of any infringement, alleged infringement, violation or misappropriation of any Intellectual Property Rights except as expressly provided in this Clause 13.

14. LIMITATION OF LIABILITY

14.1 Redcentric shall not be liable for any loss or damage sustained or incurred by the Customer or any third party resulting from any breakdown of or fault in the Equipment or the Software unless such breakdown or fault is caused by the negligence or wilful misconduct of Redcentric, its employees, agents or sub-contractors or except to the extent that such loss or damage arises from any unreasonable delay by Redcentric in providing the Services.

14.2 Redcentric shall not be liable for any damage to physical or real property (not including data) sustained whilst providing the Services to the Customer.

14.3 Except in respect of injury to or death of any person caused by Redcentric's negligence (for which no limit applies) the liability of Redcentric under or in connection with this Agreement shall not exceed the annual contract value at the time the last event giving rise to the claim occurred.

14.4 Notwithstanding anything else contained in this Agreement Redcentric shall not be liable to the Customer or any third party for any loss of profits, contracts, business, revenue or goodwill or indirect, special or consequential loss arising under or in connection with this Agreement, whether arising from negligence, breach of contract or otherwise.

14.5 Except as expressly provided in this Agreement, all conditions, warranties or representations, express or implied, statutory or otherwise, relating to the provision of the Services by Redcentric to the Customer, are hereby excluded.

14.6 Notwithstanding anything else contained in this Agreement, Redcentric shall not be liable for any loss or damage sustained or incurred by the Customer or any third party, to the extent that such loss or damage was caused by the provision of incorrect or inadequate information to Redcentric by the Customer, its employees, agents or contractors or by any failure on the part of the Customer to take back up copies of software and data in accordance with best computing practice.

15. TERMINATION

15.1 This Agreement may be terminated forthwith by notice in writing by either party if:

15.1.1 the other commits any material breach of any term of this Agreement which is either incapable of remedy or which, in the case of a breach capable of being remedied, shall not have been remedied within 28 days of a written request to remedy the same;

15.1.2 the other is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (but for this purpose ignoring the words "if it is proved to the satisfaction of the court that" in section 123(1)(e) and 123(2)), admits its inability to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general re adjustment or re scheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors; or

15.1.3 the other takes any corporate action or other steps are taken or legal proceedings are started for its winding up, dissolution, reorganisation or for it to enter into any arrangement or composition for the benefit of creditors or for the appointment of a receiver, administrator, administrative receiver, trustee or similar person of any of its revenues or assets or distress is executed against, or an encumbrance takes possession of, any of its revenues or assets.

15.2 Any termination of this Agreement for whatever reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights and liabilities of either party nor the coming into or continuance in force of any provision

which is expressly or by implication intended to come into or continue in force on or after such termination.

15.3 Upon completion by Redcentric of any Services or the termination or expiry of this Agreement, the Customer will promptly return to Redcentric all software, documentation and manuals used by Redcentric for performing the Services, or any other items belonging to Redcentric which the Customer has no contractual right to retain.

15.4 In the event that the Customer wishes Redcentric to support the transition of services to another provider after the completion or termination of the Services then Redcentric shall advise the Customer of the costs associated with the transition. Where the Customer agrees to pay these costs then Redcentric shall support the transition employing all reasonable endeavours.

16. CONFIDENTIALITY

16.1 Each of the parties undertakes to the other to keep confidential the terms of this Agreement and all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to the entering into or the performance of this Agreement save that which is:

16.1.1 already in its possession or which subsequently comes into its possession other than as a result of a breach of this clause; or

16.1.2 in the public domain other than as a result of a breach of this clause.

16.2 Each of the parties undertakes to the other to take all such steps as from time to time may be reasonable to procure compliance with the provisions of this clause by its employees, agents and sub-contractors. The foregoing obligations as to confidentiality shall survive any termination or expiry of this Agreement.

16.3 It shall not be a breach of the provisions of this Agreement to disclose confidential information as required by law or by order of a court of competent jurisdiction provided that the disclosing party shall (where possible) notify the other party in advance of such disclosure and take reasonable steps to minimize the impact and extent of such disclosure.

17. NON-SOLICITATION OF REDCENTRIC EMPLOYEES

17.1 The Customer shall not, and shall procure that any third party on whose premises the Services (or part of them) are to be performed [or who will otherwise take the benefit of the Services (or part of them)] will not, solicit or utilise either directly or indirectly the services of any employee of Redcentric who has been involved in the provision of the Services to the Customer for a period of 12 months following the end of any involvement by the individual concerned with any work for the Customer without the prior written consent of Redcentric.

17.2 If either:

17.2.1 the Customer employs or uses directly or indirectly the services of any employee of Redcentric in contravention of Clause 17.1; or

17.2.2 in circumstances where the Services, or part of them, are not to be performed at the Customer's premises, but at the premises of a third party, or the Services, or part of them, are otherwise performed for the benefit of a third party, and that third party employs or uses directly or indirectly the services of any employee of Redcentric who has been involved in the provision of the Services, at any time up to 12 months after the end of any involvement by that employee in the provision of the Services, without the prior written consent of Redcentric;

17.2.3 the Customer shall pay to Redcentric a sum equal to 40% of the Total Annual Employment Costs to Redcentric of the employee concerned, such sum to be payable on the date when such employee is first employed or his services are first used by the Customer, or the third party, as the case may be, it being acknowledged that in view of recruitment difficulties and costs in the industry,

this sum is a reasonable pre-estimate of the loss likely to be suffered by Redcentric in the circumstances set out in this Clause 17.2.

18. FORCE MAJEURE

18.1 Neither party shall be liable for delay in or failure to perform its obligations under this Agreement if such delay or failure results from circumstances beyond its reasonable control.

18.2 If such event of Force Majeure continues for more than three (3) months the Parties shall meet to attempt to renegotiate the terms of this Agreement but if the Parties are not successful in negotiating alternative terms, either Party shall be free to terminate this Agreement on thirty (30) days written notice to the other Party and neither party shall be responsible for, or liable for, any losses or costs arising from such termination.

19. DISPUTE RESOLUTION

19.1 In the event of any dispute or difference arising between the parties in connection with this Agreement, either party may refer the matter for decision under the procedure as described below by giving written notice of the reference to the other party in which case the dispute shall be decided in the following manner.

19.2 An independent expert shall be appointed by agreement between the parties or in the absence of agreement by the President for the time being of the British Computer Society.

19.3 The parties shall promptly furnish to such expert who will be required to keep such information confidential to the parties all information relating to the particular dispute reasonably requested by such expert to enable him to give a decision as to what course of action in his reasonable opinion ought to be followed to give an outcome equitable to both parties and to allow performance hereunder to continue with minimum delay or additional cost. Information provided to the expert may be in the form of oral or written submissions but in either case the expert shall afford each party an opportunity equal to the other to put forward information and in any event when receiving oral information from or on behalf of a particular party shall afford the other an opportunity of being present at such a hearing.

19.4 The expert shall use all reasonable endeavours to render his decision within 30 days following his receipt of all information requested or if this is not possible so soon thereafter as may be reasonably practicable and the parties shall co operate fully with the expert to achieve this objective.

19.5 The decision of the expert shall be final and binding on each of the parties but for the avoidance of doubt this procedure provides for a form of informal disputes resolution and is not a reference to arbitration under the Arbitration Acts 1950 to 1996 nor any other statute.

19.6 The parties shall share equally the fees and expenses of the expert unless the expert directs that the party against whom the decision has been given should pay a greater proportion of such costs by reason of that party's unreasonable or vexatious behaviour concerning the matter the subject of the dispute.

19.7 Where the reference of a matter to the dispute resolution procedure has resulted in delay by either party in performance of its obligations hereunder the dates set out for performance shall be postponed by a period equivalent to the period of decision-making under the dispute resolution procedure.

19.8 The parties nevertheless agree that they will, so far as reasonably practicable, continue to perform their obligations under this Agreement whilst the dispute resolution procedure takes place and in particular Redcentric shall ensure that its personnel continue to carry out its obligations in so far as these do not relate to the matter in dispute.

20. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be given by delivering the same by hand or by sending the same by prepaid first class post or courier service or facsimile to the registered office of the addressee or such other address or number as that party may have notified to the other pursuant to this Clause 18 (or if no such address has been notified, the last known relevant place of business of that party). Any notice given as aforesaid shall be deemed to have been given or received at the time of delivery or transmission (if delivered by hand or courier or given by facsimile) or 48 hours after posting (if sent by post). In proving service it shall be sufficient to prove that the letter was correctly addressed and was posted, or where it was delivered otherwise than by post that it was delivered to the correct address or where it was sent by facsimile that it was transmitted to the correct number.

21. LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

22. TITLE AND RISK

22.1 Title to the any goods supplied shall not pass to the Customer until payment in full of the price (including any interest or other payment due under the contract and as stated in Schedule A).

22.2 Risk in the goods shall pass to the Customer on installation.

22.3 Redcentric reserves the right to re-possess any goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to Redcentric's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. The provisions of this sub-clause shall continue in force notwithstanding termination of the relevant contract howsoever caused.

23. STATUTORY AND OTHER REGULATIONS

23.1 If the cost to Redcentric of performing the Services shall be increased by reason of the making or amendment after the date of this Agreement of any law or of any order, regulation or by-law having the force of law that shall affect the performance of Redcentric's obligations under this Agreement, the amount of such increase shall be added to the Contract Charge 30 days after Redcentric gives the Customer notice in writing of such increase.

24. HEADINGS

The headings in these Conditions are for convenience only and shall not affect the construction or interpretation thereof.

25. WAIVER

No failure or delay to exercise any power, right or remedy under this Agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

26. TUPE

26.1 In the event of employees transferring to Redcentric under TUPE as a result of the entry into this Agreement, the Customer will indemnify Redcentric against all actions claims costs expenses damage awards compensation fines court and tribunal orders and all other liabilities (on a full indemnity basis) arising out of or in connection with the transferring employees' whether prior to, or after the date of transfer without limitation.

SECTION 2 – SPECIFIC SERVICES

27. HARDWARE MAINTENANCE

27.1 Redcentric undertakes to respond to calls for the Hardware Maintenance Service by sending an engineer to the Site provided that such calls are made to Redcentric at the response telephone number specified in the Summary of Services (Schedule A), or otherwise agreed between the parties. If a Response Time is specified within the Summary of Services (Schedule A) then such engineer shall arrive at the Site within that time.

27.2 Redcentric undertakes to handle calls for the Hardware Maintenance Service by providing appropriate maintenance in respect of the Equipment provided that such calls are made to Redcentric at the response telephone number specified in the Summary of Services, or otherwise agreed between the parties.

27.3 Redcentric will at its option repair or replace (on an exchange basis) any parts of the Equipment which become unserviceable in normal use. Replacement parts shall become part of the Equipment and those parts which have been replaced shall become the property of Redcentric. Should the Customer, for security reasons, wish to retain such replaced parts, Redcentric shall charge the Customer a reasonable fee therefore.

27.4 Certain items of Equipment, as indicated in the Summary of Services, may be designated by Redcentric as “Non-Site Repairable”. Where repairs are necessary to such Equipment, such items will be removed from the Site, repaired and returned at the earliest opportunity. If the Customer wishes an immediate replacement to take place, the appropriate spares must be purchased and held by the Customer for use by Redcentric. Redcentric engineers shall have full and free access to all such spares held by the Customer. These shall be adequately protected and stored in a location notified to Redcentric close to the Equipment.

27.5 Redcentric may at its own risk, subject to the Customer’s agreement which shall not be unreasonably withheld, elect to store on the Customer’s premises such equipment and/or parts as are reasonably necessary to provide the Hardware Maintenance Service.

27.6 If Redcentric reasonably considers that an item of Equipment requires reconditioning then Redcentric may submit an estimate of the cost of reconditioning to the Customer. The cost of reconditioning will be in addition to the Contract Charge. If the Customer does not accept the cost estimate then Redcentric shall be entitled to terminate this Agreement in respect of such item or items of Equipment. In such an event Redcentric will refund any part of the Contract Charge which has been paid in advance and which is attributable to the relevant Equipment for the period following that termination.

27.7 Redcentric will give the Customer written notice if, in its reasonable opinion, the Equipment (or any part of it) is identified as “end of life”, becomes beyond reasonable repair or spare parts become not readily available. If the Customer declines to have the Equipment overhauled or replaced at its expense within thirty days of such notification, Redcentric may on written notice exclude such equipment from Contract and refund the Customer by way of credit note a fair proportion of any Charges which have been paid from the end of the notice period.

27.8 At the option of Redcentric where Equipment described in Schedule B under the term “laser hard copy devices” reaches a copy count in excess of 75,000 copies from the date of installation, Redcentric shall be entitled to recondition such Equipment at the Customer’s expense if in the opinion of Redcentric it is deemed necessary.

28. SUPPORT SERVICES AND HELP DESK

28.1 In the event that the Customer upgrades the Software, the Customer undertakes to reimburse Redcentric for any costs which it incurs in relation to the retraining of its employees who are involved in the provision of the Help Desk Service and the Support Services which are necessitated by the upgrade.

28.2 If as a result of a query raised by the Customer it becomes apparent that any item or part of the Equipment or the Software may not be performing in accordance with the manufacturer's or supplier's Specification, Redcentric shall inform the Customer as soon as reasonably possible and, where, in accordance with the Summary of Services, Redcentric has agreed to provide the Hardware Maintenance Service, Redcentric shall (where appropriate) initiate the provision of the Hardware Maintenance Service in accordance with Clause 27 of this Agreement.

29. CONSULTANCY SERVICES

29.1 Redcentric warrants and undertakes to the Customer that:

29.1.1 Redcentric employees, agents and sub contractors will have the necessary skill and expertise to provide the Consultancy Services described in the Summary of Services.

29.1.2 Redcentric will provide independent and unbiased advice and will exercise reasonable skill and care in the provision of the Consultancy Services.

29.1.3 the Consultancy Services will be provided in a timely and professional manner.

29.2 The terms of reference for the Consultancy Services to be performed by Redcentric shall be as specified in the Summary of Services. The Customer may from time to time wish to vary the terms of reference. Under these circumstances, Redcentric will use all reasonable endeavours to accommodate such variation. Any changes in the Contract Charge and/or timescales as a result of such variation shall be negotiated between the Customer and Redcentric.

29.3 Unless otherwise agreed between the parties, the end product of the Consultancy Services will be a report document, together with all necessary supporting material, proposing a recommended solution. It is the Customers' responsibility to check and verify the viability and suitability of the proposed solution. No liability can be accepted by Redcentric for the implementation of the proposed solution by the Customer.

29.4 Where progress reports are to be provided in accordance with the Summary of Services, Redcentric shall render such reports at the time and in the manner specified or as otherwise agreed between Redcentric and the Customer.

29.5 The parties agree that all Intellectual Property Rights which existed prior to the date of this Agreement in relation to any items used in the performance of the Consulting Services, shall remain the property of the existing owner of such Intellectual Property Rights.

29.6 Except in respect of injury to or death of any person caused by Redcentric's negligence (for which no limit applies), in no event shall Redcentric's total cumulative liability to the Customer arising out of the provision of the Consultancy Services, exceed the Consultancy Services Charge, in respect of the Services giving rise to the claim.

30. TRAINING

30.1 The Training Service Charge includes tuition, training materials, manuals, handouts and computer time as appropriate to the course. Any other facilities or resources provided by Redcentric at the request of the Customer or a particular student shall be charged separately and shall be payable forthwith on presentation of an invoice for the charges.

30.2 Redcentric shall not be liable to refund the Training Service Charge in respect of a cancellation of any course made by the Customer unless Redcentric receives notice in writing from the Customer of such cancellation:

30.2.1 at least three weeks before the course is due to start in the case of a course to be held on the Site or any other premises of the Customer ("On-Site Course"); and

30.2.2 at least two weeks before the course is due to start in any other case.

30.2.3 For the purposes of this Clause 30.2, an application to transfer from one course to another shall be regarded as a cancellation.

30.3 Redcentric reserves the right to cancel any course if:

30.3.1 it is unable to provide the course as a result of circumstances beyond its reasonable control; or

30.3.2 in its opinion, there are insufficient bookings for the course.

30.3.3 In the event of any cancellation of the course by Redcentric, Redcentric's liability shall be limited to the refunding of any fees paid in respect of the course.

30.4 It is the Customer's responsibility to ensure that a course is suitable for each student's requirements. Relevant course information and literature is available from Redcentric on request.

30.5 Redcentric will provide the course with reasonable care and skill, but shall not be liable in the event that the content of the course does not meet the Customer's or a student's requirements.

30.6 Redcentric makes no guarantee, representation or warranty as to the results of the Training Service, including, without limitation, the level of competence attained by a student.

30.7 The Customer shall ensure that all students abide by any site security measures operating at the course location.

30.8 The following additional provisions shall apply in relation to On-Site Courses:

30.8.1 The only students permitted to attend On-Site Courses shall be directors, employees or officers of the Customer, unless otherwise agreed in writing by Redcentric;

30.8.2 To the extent that Redcentric's incidental expenses, including travel, hotel accommodation and meals are not expressly included in the Training Service Charge or the quoted course fee, Customer shall be liable to Redcentric for such expenses;

30.8.3 The Customer agrees to provide, at its own expense, such resources and facilities as Redcentric will require for the course, as set out in the Summary of Services or otherwise communicated to the Customer on or before the time of booking;

30.8.4 The Customer will take all reasonable steps to ensure the safety of the personnel or representatives of Redcentric when on the Site or the Customer's premises, as well as any property brought onto such premises by Redcentric for the purpose of providing the course.

30.9 Except in respect of injury to or death of any person caused by Redcentric's negligence (for which no limit applies), in no event shall Redcentric's total cumulative liability to the Customer arising out of the provision of the Training Services, exceed the Training Services Charge, in respect of the Services giving rise to the claim.

SCHEDULE A

SUMMARY OF SERVICES

THIS AGREEMENT Number _____ is made the _____ day of _____

BETWEEN:

Redcentric Limited Registered In England with number: 08322856

And;

DETAILS OF THE SERVICES TO BE PROVIDED BY REDCENTRIC

The following Services are to be provided by Redcentric (tick if applicable)

Hardware Maintenance	<input type="checkbox"/>
Support Services	<input type="checkbox"/>
Help Desk	<input type="checkbox"/>
IT Services	<input type="checkbox"/>
Consultancy Services	<input type="checkbox"/>
Training	<input type="checkbox"/>

Section 1 of this Agreement shall apply to the provision of all the Services. Sections 2 of this Agreement shall only apply to the extent that the relevant Service, as indicated above, is to be provided or is subsequently agreed to be provided.

CONTRACT CHARGE

The Contract Charge shall comprise

Hardware Maintenance Charge	-	£	per annum
Monitoring	-	£	per annum
Managed Service desk	-	£	per annum
IT Services – Site Audit	-	£	First year only
Consultancy Service Charge	-	£	per annum
TOTAL First Year Charge	-	£	First year only
TOTAL Service Charge Per Annum-	-	£	per-annum

INVOICING

Invoices will be raised annually in advance

PAYMENT TERMS

Invoices are payable the sooner of 30 days from invoice date or anniversary date.

INITIAL PERIOD

Means year(s) from

ANNIVERSARY DATE**PRIME SHIFT**

Means from 0800 to 1800, Monday to Friday

SITE

Means

HARDWARE MAINTENANCE SERVICE

Additional details of Hardware Maintenance Service to be provided (if required) :

Response Time : 4 hours

Fix Time* : 4 hours

Response Telephone Number : 0870 900 5060

Call rate re clause 5.4 number / monthly or annual

*Equipment included on Schedule B awaiting serial numbers or inspect list details will be covered under response time only.

Non-Site Repairable Equipment: The following items of equipment are designated Non-Site Repairable for the purposes of this Agreement :
(not applicable)

NON-CONTRACT CALLS

All calls that are logged but do not register on our database as per the equipment detailed in Schedule B, will be fixed at our chargeable rates and subsequently added to contract from the date of the Non-Contract Call.

NON-REGISTERING CALLS CHARGEABLE RATES

The chargeable rates applicable shall be the current rates set by Redcentric

PROFESSIONAL SERVICES

In the event that the Customer requires additional professional services not detailed in this Agreement and Redcentric agrees to supply these services then these services shall be charged at the current rate set by Redcentric.

Unless superseded by any other requirement or stipulation in this agreement, all other elements of the Redcentric Service Catalogue shall apply to this Agreement

SUPPORT SERVICES

Details of Support Services to be provided:
(Included as applicable on Schedule D)

HELP DESK SERVICE

Details of the Help Desk Service to be provided:
(Included as applicable on Schedule D)

IT SERVICE

Details of the IT Service to be provided:
(Included as applicable on Schedule D)

CONSULTANCY SERVICES

Details of Consultancy Services to be provided:
(Included as applicable on Schedule D)

TRAINING SERVICES

Details of courses to be provided to the Customer and names of students who will be attending:

Course:

Student:

When the course(s) to be provided are On-Site course(s) as defined in Section 5, Customer shall provide the following resources and facilities:

SCHEDULE B
THE EQUIPMENT

SCHEDULE C
THE SOFTWARE

SCHEDULE D
THE SERVICES

“Base Server Monitoring”

Alerts are generated and received from the software agent installed on each server or device. The alerting methods to support personnel include email to messaging devices and the Enterprise console shown clearly on the Management Screen. Base server monitoring alerts will give visibility of a server or service availability. The Management Console can be configured to show the infrastructure of the network in a graphical view and provides an overall status at a glance using status lights of red, orange and green depending on fault or error severity.

“Device monitoring”

Network devices such as routers and switches which have the ability to either be managed or SNMP configured, are monitored on behalf of the customer. The flow of network traffic will be maintained and where required the support teams will be notified of an issue requiring attention allowing pro-active problem management to secure the network availability.

“File and Print”

Covers the maintenance of hardware and configuration availability for users of the network based resources and devices. These devices or resources will include network shares on servers, printing services and scanners. This availability of each resource will be managed into terms of maintenance, security and configuration. Where an issue is experienced that cannot be resolved remotely the incident will be escalated to field based resource for completion.

“Active Directory / Domain”

The administration of active directory is inclusive of the following;

-) User Accounts; creation, modification and deletion
- I) Computer accounts; creation, modification and deletion
- II) Creation, modification and deletion of security groups, under change control procedures.
- V) User access permissions, under change control procedures.
- √) Group policies implemented as part of the change control process.
- √I) Management of domain server roles such as active directory users and computers and active directory sites and services.

“Network Management”

includes the maintenance of WAN and LAN based service components such as switches and routing solutions. Network management will measure the performance and availability of inter-

<p>“Anti Virus Management”</p>	<p>connectivity between users, nodes and locations. The agreed configuration of the service inclusive of update paths, scanning schedules and quarantine policies will be stored in a Configuration Management Database. These policies and procedures will be reviewed when deemed necessary by both the supplier and customer.</p>
<p>“Service Desk”</p>	<p>The Service Desk will act as a single point of contact for the customer. All representatives of that Service Desk are made aware and have visibility of all incidents raised. The Service Desk is responsible for the Incident Management process which will resolve all incidents as quickly as possible thus minimising the impact on the customer.</p>
<p>“3rd Party Management</p>	<p>Where required all incidents or service requests will be passed to the nominated third parties and treated as under pinning contracts. The 3rd party will be fully managed, but where already in place, will not be subject to performance review.</p>
<p>“OS / Application phone support”</p>	<p>The supplier will provide and manage support for all agreed application items as part of the incident, problem and release management processes. 3rd Party applications that are used by the customer provided or maintained by underpinning contractors, and have exceeded the internal knowledge base, will be escalated to the 3rd party on the customer’s behalf. In all cases the incident remains the responsibility of the supplier until resolution.</p>
<p>“OS/Application installation and updates – remote”</p>	<p>On behalf of the customer configuration, items will be updated at agreed intervals to the latest revisions available. These devices include Networking, Server, Desktop, Laptop and mobile variations. This will be completed under change and release management using either a manual or an automated process with a provisioned tool. Baseline builds will be managed using customer owned software and volume license key information. Under Change, Configuration and Release Management these builds will be managed in a version controlled environment to customer requirements.</p>
<p>“Image “Management”</p>	<p>“Email” The management of an email service. Initially this will be a Microsoft Exchange solution configured to provide access through Microsoft Outlook using a number of interfaces which may include web access and IMAP.</p>
<p></p>	<p>“Secure File Storage” Secure storage of data at each location and at the data centre. File storage areas may be required for individual users and/or groups of users.</p>
<p></p>	<p>“Business Continuity”The backup of all data on the network from each location and data centre.</p>

The ability to restore any data as requested.
The creation and update of a documented disaster recovery routine for all services provided.
Provision for at least one disaster recovery exercise per year.

The creation and update of a service design document for the services provided.

"Hardware Configuration" Configuration of hardware primarily to install software image(s) onto server, desktop and notebook computers, but also to add extra hardware items, such as modems or additional memory, from time to time as required.

"LAN Management" Management of the LAN's at each of the locations identified to ensure secure access to the LAN and WAN, and the services located there, for users at those sites.

"ICT Servicedesk" The provision of an ICT Servicedesk. To include telephone support, email support, remote diagnostics and on-site fixes.

The ICT Servicedesk will provide first line support for any ICT problems that users may experience. Second and third line support will be provided for any Products and/or Services supplied and/or by the relevant supplier for any other Product or Service.

The ICT Servicedesk shall be available Monday to Friday 8am to 6pm.

There shall be one phone number to access the ICT Servicedesk, and the phone shall be answered in person at all times.

"Identity Management and Authentication Services" Supply of a service that allows users to use an individual identity when accessing the network. This will include the addition of new users, the configuration of existing users, and the removal of users that are no longer required. Initially this service will be Microsoft's Active Directory.

"Software Installation/ Configuration/Deployment" The installation, configuration and deployment of software as requested. Where Redcentric supplies the software they shall ensure that it operates correctly within the operating environment used; where Redcentric is using software supplied by another supplier the Redcentric shall ensure that loading the software into the operating environment does not cause that environment to break, however it will be the responsibility of both Parties to ensure that the software works. The installation, configuration and deployment of any updates and/or patches to the software supplied by the Redcentric.

"Implementation" Services to deploy the solution to the locations identified.

"User Profile Management" Each user will have their own desktop profile that they will be able to use at their usual place of work. If a user travels to another location they will be able to access email and the internet but will not have access to their full profile.

"Remote Users" To allow remote users, such as those working from home, to access the network securely.

"Asset Management" To provide information on any assets that are purchased or included within the scope of this Contract, such as assets already in use at the start of the Contract.

"Training" To provide training to users as identified and requested by the Customer. This service will be provided at the rates set out in Schedule A.

SERVICE DESCRIPTION

SERVICE LEVEL AGREEMENT

ADD SERVICE CATALOGUE HERE

SCHEDULE E

CHANGE REQUEST PROCESS

Either party may at any time by notice in writing to the other party (using the change request form set out below, request a change to the Equipment, Software or Services, giving details of the proposed change, including the proposed date of implementation.

In respect to a change request from the Customer, Redcentric will evaluate the request in respect to feasibility, impact, resource requirements, the fees and charges. Redcentric will provide the Customer with a quotation and report (where applicable) within 10 (ten) working days.

Change Request Form Format

Section 1	To be completed by change Initiator
Change Instigator's name	
Customer	
Contact details Phone / Email	
Date raised	
Date required	
Customer ref number	
Details of Specified changes	

SCHEDULE F

AMENDMENTS TO STANDARD TERMS AND CONDITIONS

SIGNATURE OF PARTIES

Signed for and on behalf of the Customer

Signature

Company Name.....

Title.....

Date.....

Signed for and on behalf of Redcentric Limited

Signature

Title.....

Date.....

Agreement Reference.....

HARROGATE (HEAD OFFICE)

Central House
Beckwith Knowle
Harrogate HG3 1UG

THEALE

2 Commerce Park
Brunel Road
Theale
Reading RG7 4AB

CAMBRIDGE

Newton House
Cambridge Business Park
Cowley Road
Cambridge CB4 0WZ

READING

3-5 Worton Drive
Reading
RG2 0TG

LONDON

John Stow House
18 Bevis Marks
London EC3A 7JB

HYDE

Unit B, SK14 Industrial Park
Broadway
Hyde
SK14 4QF

INDIA

405-408 & 410-412
Block II, 4th Floor, White House
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