

# Pro Services Terms & Conditions

Virtuoso IT Limited



## 1. Service Overview

This quotation is subject to the terms and conditions of business detailed in Virtuoso's Master Service Agreement, available at <http://www.virtuoso-uk.com/msa> . Any terms and clauses specified within this quotation takes precedence over those in the Master Service Agreement.

For the purpose of this quotation, the following additional definitions apply:

"Standard Rate"	means the standard Fee for Virtuoso to deliver the Services during the Business Day.
"Business Day"	means 7.5 billable hours between Monday to Friday 09:00 – 17:30 BST (excluding UK Bank Holidays) or local time zone equivalent.
"Change Request"	means a written instruction agreed between the Parties to alter the original scope of the project including, but not limited to changed deliverables.
"Fixed Price"	means a commercial model where payment does not depend on the amount of resources or time expended by Virtuoso. Should the project complete early and the deliverables met, no rebate or time owed is given to the Company. Alternatively, provided the scope of the project has not changed or been impacted by the Customer, Virtuoso will absorb overrun or efficiency. Such projects are usually paid in milestones, as per an agreed payment schedule.
"Time and Materials"	means payment depends on the actual amount of resources and time expended by Virtuoso, at an agreed Standard Rate and quantity. Unless otherwise agreed, the Company is invoiced monthly in arrears for work delivered during that calendar month. Should the estimated resources and effort duration initially ordered vary from the actual effort and resources expended, the Company agrees to generate a Purchase Order to cover the difference and be invoiced for the actual resources and effort expended by Virtuoso.
"On Hold"	means the status of a project which has not been active for three (3) calendar months or more at the decision of, or due to delays by the Company, whereby Virtuoso is not directly the cause for the project inactivity.

Any changes to this Agreement, the project, its scope or deliverables must be agreed in writing by the Parties by way of a Change Request.

Any non-documented changes are not covered by this commercial agreement and its terms and conditions.

## 2. Term and Termination

This Agreement shall continue from the Commencement Date until terminated in accordance with Clause 8 of the Virtuoso's Master Service Agreement or until work is completed per the agreed scope.

## 3. Professional Services Availability

Professional Services are available during the Business Day, at Standard Rates. Outside the Business Day, professional services may be arranged at an alternative rate, as shown in Section 4 below.

## 4. Billing Rates

The Standard Rate for work completed within the Business Day and the rates applicable for any agreed work conducted outside the Business Day are as follows:

### Standard Rate applies during the Business Day;

- A minimum ¼ day will be charged at Standard Rate for remote consultancy or telephone based technical support;
- A minimum ½ day will be charged at Standard Rate for onsite consultancy or technical support within the M25;
- A minimum 1 day will be charged at Standard Rate for onsite consultancy or technical support outside the M25;

### Rates for work outside the Business Day are charged according to the following:

- Monday to Saturday – 1.5 x Standard Rate
- Sundays and UK Bank Holidays – 2 x Standard Rate

Virtuoso reserve the right to charge travel time to the Company if the distance is >200 miles from London

Travel disbursement costs >£20 will be charged to the Company in accordance with Clause 7 of the Virtuoso Master Service Agreement.

## 5. Company Responsibilities

The Company shall provide:

- Access to the Company Premises (by prior arrangement) and any other equipment reasonably required by Virtuoso to provide the Service;
- Assistance with fault resolution activities by a person with adequate technical skills and product knowledge to assist in timely resolution of the fault;
- Available documentation on the configuration and setup of the environment where applicable to the Agreement;
- A list of authorised personnel (including contact details) who can engage with Virtuoso support and ensure that Virtuoso is informed of any changes;
- A nominated primary point of contact for the duration of the Agreement;
- Details of security policies and change management procedures that the Company wishes Virtuoso to adhere to;
- Information to Virtuoso of maintenance windows, scheduled downtime or maintenance activities which may affect or impact the Service;
- Technical support of issues and/or problems discovered by Virtuoso, not covered under this Agreement;
- Third Party Support and Maintenance contracts for applications and hardware affected by the Services for the duration of the Agreement.

## 6. Cancellation / Reschedule Charges for Professional Services

Should scheduled work be cancelled or rescheduled by the Company after the booking has been confirmed (a "Lost Day"), the Company is liable to pay the following cancellation fees at the following percentages:

- Rescheduling or cancelling with greater than 5 Business Day's of the scheduled start date - 0% of the Standard Day Rate
- Rescheduling or cancelling between 5 days and 48 hours of the scheduled start date - 25% of the Standard Day Rate
- Rescheduling or cancelling between 48 hours and 24 hours of the scheduled start date - 50% of the Standard Day Rate
- Less than 24 hours in advance of the scheduled start date - 100% of the Standard Day Rate

A Lost Day will also be invoiced where scheduled work is unable to be started due to issues caused by the Company, in failing to meet responsibilities outlined in Clause 5.

## 7. Project On Hold

Should a project covered by this Agreement be placed On Hold, irrespective of any billing schedule agreed between the Parties, Virtuoso shall be entitled to:

- Invoice 100% of any existing agreed expenses relating to the project that have been incurred;
- Invoice 100% of any software or hardware costs included in the Agreement;
- Invoice any remaining balance up to 75% of the project value for Fixed Price Project engagements;
- Invoice any remaining balance up to 100% of the Fixed Price project value if a project has been On Hold for 3 months (i.e. 6 calendar months of project inactivity).

If a project has been On Hold for 9 months (i.e. 12 calendar months after work was last completed), any remaining time will be forfeited and the project closed.

## 8. Warranty

- The Company warrants that its environment will be in a suitable state for the commencement of the Services, is in a reasonable state of health, and any prerequisites that are reasonably required and communicated by Virtuoso for the commencement of the Services have been met.
- Project sign off constitutes project acceptance in full, including any commercial terms and deliverables
- Unless a project includes "as built" documentation as part of the deliverables, or as a chargeable additional piece of work, no warranty is given
- Warranty only applies to environments that remain unchanged and/or unmodified by the Company with respect to the "as built" document

## 9. Support

Any products sold through Virtuoso, unless otherwise stated and covered by a relevant service agreement, are supported directly by their associated vendor. Any facilitation required from Virtuoso will be considered billable, as per Section 4 above.