



WAVE HUB LIMITED

**DRAFT CONTRACT FOR DESKTOP, NETWORK, SERVER SUPPORT
& HARDWARE MAINTENANCE**

DATE: []

THE CLIENT:

WAVE HUB LIMITED
CHI GALLOS
MARINE RENEWABLES BUSINESS PARK
NORTH QUAY
HAYLE
CORNWALL
TR27 4DD

THE CONSULTANT:

[NAME
ADDRESS]

The Consultant agrees to provide the Services and the Client agrees to accept the Services subject to the terms and conditions of this Contract.

.....

Signed for and on behalf of
Wave Hub Limited (the Client)
by

Name:.....

Position:.....

.....

Signed for and on behalf of
[Consultant](The Consultant)(You)
by

Name:.....

Position:.....



1. The Services

- 1.1 The provision of desktop, network, server support and hardware maintenance services to Wave Hub Limited (the Client) which is based at Hayle, Cornwall, and is a private company limited by shares and a research organisation currently wholly-owned by the UK Government through the Department for Business, Innovation and Skills (BIS).
- 1.2 The main services required were detailed in the invitation to tender reference WH/2016/TEN/03 but in summary include:
 - 1.2.1 Management of Wave Hub Ltd systems including network support, server and desktop support and hosted services.
 - 1.2.2 Management of Internet and Local Area Networks.
 - 1.2.3 Provision of ongoing hardware maintenance contracts and management of renewal requirements.
 - 1.2.4 Providing ad-hoc project support for WHL.
 - 1.2.5 Attend meetings with the WHL team as required.
 - 1.2.6 Other matters: During the life of this desktop, network, server support and hardware maintenance services tender there may well be other IT related matters that Wave Hub Limited requires support on but which cannot currently be defined.

2. The Term

- 2.1 The Contract will be for the period from 24 September 2016 to 23 September 2019. At the Client's discretion, this Term may be extended by a further 12 months.



3. Fee Charges

- 3.1 The annual fixed fee for the provision of desktop, network and server support is £ []
- 3.2 The following hourly rates for provision of other services outlined in this contract will not be exceeded for at least the first term of the Contract ending on 23 September 2019. The hourly rates are the price charged for staff on a time basis. They will include all costs to the Consultant including basic salary, any additional payments or benefits and social costs such as insurances or pension payments. Office expenses, including rental and services, non-recoverable staff time and administrative staff who are not chargeable, together with the Consultant's general overheads and profit, should be allowed for in the hourly rates.

Category of Staff	Hourly Rate (excluding VAT)
[]	£ []

- 3.3 The annual fee for hardware maintenance cover is £ []
- 3.4 If the Service is to be extended for a further 12 month period after 23 September 2019 any proposed fee increases will be assessed against Consumer Price Index (CPI) indices for the prevailing period.
- 3.5 No charge will be made for providing advice on simple issues by telephone on which the time incurred is less than 15 minutes, for which no follow on written advice is required and which is not part of an ongoing transaction.
- 3.6 A budgeted fee will be provided and agreed with the Wave Hub Managing Director before any item of service is started (where possible each service will be provided on a fixed fee basis).
- 3.7 Fees will be invoiced monthly and will include a comparison with the budget and, where appropriate, a revised estimated cost to complete. Budgets must not be exceeded without the prior approval of the additional expenditure by the Wave Hub Managing Director. Invoices must display a valid Wave Hub Purchase Order Number. VAT will be added at the prevailing rate.

4. Approved Expenses

- 4.1. Expenses and disbursements must be approved by the Wave Hub Managing Director prior to these being incurred. Expenses and disbursements will be charged at cost.

5. Approved Sub-Contractors

- 5.1. No sub-contractors are to be used without prior written approval from the Wave Hub Managing Director.

6. Insurance



- 6.1. You shall maintain in force at your own cost such insurance policies as are appropriate and adequate having regard to your obligations and liabilities under this appointment including, but not limited to:
 - 6.1.1 The Consultant will maintain insurance for professional indemnity of a minimum of £2 million (£2,000,000) for each and every claim throughout the term of this appointment and for 6 years following termination of the appointment; and
 - 6.1.2 Public liability insurance for the term of this appointment for a minimum sum of five million pounds (£5,000,000) for each and every claim.

7. General Terms

This Contract is also subject to the following terms:

- 7.1. The Consultant (You) will provide all equipment associated with the delivery of the services.
- 7.2. You will advise the Client immediately if You accept or intend to accept instructions from, or take up an engagement with, another party that might lead to a conflict of interest.
- 7.3. This appointment is subject to Wave Hub Limited's financial regulations, details of which can be obtained at the above address.
- 7.4. In performing the services You will exercise all the reasonable skill care and diligence to be expected of an experienced, competent and professional organisation.
- 7.5. In performing the services You must adhere to and comply with any relevant statute, and any subordinate legislation and any codes of practise issued thereunder, and any relevant British Standards. Such matters are deemed included in your fee.
- 7.6. The Client has a non-exclusive irrevocable licence to reproduce any documents You may produce and any design contained in them, but You shall not be liable for any use which was not intended when You prepared the documents. In this letter, "document" means any form of record, including one produced or maintained in electronic form.
- 7.7. You must keep the particulars of your appointment, and the services You provide, confidential provided that to the extent necessary to perform your duties hereunder You may disclose information for that purpose. You must not otherwise release, or permit the release, of any information You receive from the Client or its employees or contractors to a third party. You must not make any public comment or statement on any matter relating to or arising from the services.
- 7.8. You must not assign or charge any part of this appointment. This appointment does not confer a benefit or a right to enforce a term of it, upon a third party: the Contracts (Rights of Third Parties) Act 1999 does not apply. You have no authority to bind the Client and You are not the Client's agent.
- 7.9. You shall process any Personal Data in accordance with this appointment and shall ensure that You have in place the appropriate technical and organisational measures in relation to your obligations under the Data Protection Legislation. You warrant that You shall comply



in all respects with your obligations under the Data Protection Legislation as the Client's Data Processor (as defined by the Data Protection Legislation) in respect of the Personal Data and You shall ensure that there is no unauthorised or unlawful processing of any of the Personal Data.

- 7.10. You acknowledge that the Client is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and related legislation and the Environmental Information Regulations 2004 ("the Regulations") and You will assist and cooperate with the Client to enable it to comply with its information disclosure requirements. The Client will, if required to do so, make all information regarding these services accessible to public scrutiny. You acknowledge that the Client may disclose information without consulting You where required to do so under the Act and/ or the Regulations.
- 7.11. The Client shall not be under any obligation to make any payment to You unless and until it receives from You:
 - 7.11.1. Your valid VAT invoice quoting the Client's Purchase Order Number, which will be advised under separate cover; and
 - 7.11.2. A copy of this Contract signed by or on behalf of You acknowledging (without qualification) your acceptance of these terms.
- 7.12. You shall on the receipt of 28 days written notice from the Client suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same. The Client may at any time by written notice to You authorise the Consultant to resume all or any part of the suspended Services and You shall, on being given such notice, promptly resume performance of the Services or part thereof in accordance with the terms of the notice.
- 7.13. This Contract may be terminated immediately by the Client if You:
 - 7.13.1. Commit any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the Client to remedy it; or
 - 7.13.2. Shall convene a meeting of your creditors or if a proposal shall be made for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or a proposal made for any other composition scheme or arrangement with (or assignment for the benefit of) your creditors; or
 - 7.13.3. Shall be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 7.13.4. Shall have a receiver, administrative receiver or similar officer appointed in respect of all or any part of your business or assets; or
 - 7.13.5. Shall have a petition presented against you or a meeting is convened for the purpose of considering a resolution or other steps are taken for your winding up or for the making of an administration order; or



- 7.13.6. Shall change your Client Lead as set out in your tender for this Contract or the Client Lead ceases to be employed by You or ceases to be employed in relation to this Contract (unless the Client's prior agreement has been obtained).
- 7.13.7. Any termination of the Contract pursuant to this Condition 7.14 or Condition 7.15 shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or these Conditions or at law and shall not affect any accrued rights or liabilities of either party not the coming into or continuance in force of any provision of the Contract or these Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.
- 7.14. Force Majeure:
- 7.14.1. Neither party to the Contract shall be liable for any breach of its obligations under the Contract or these Conditions resulting from causes beyond its reasonable control including but not limited to insurrection, riots, delays in transportation, inability to obtain supplies or regulations of any civil or military authority.
- 7.14.2. If a default due to a Force Majeure event (as specified in Condition 17.15.1) shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of such an event.
- 7.15. This appointment is governed by English law, and the parties submit to the jurisdiction of the English courts in relation to this appointment.