



**CONTRACT FOR THE PROVISION OF  
CRIMINALITY CHECKING SERVICES**

Effective Date:

Between:

**SEC WATCHDOG LIMITED trading as Matrix Security Watchdog** (registered number: 14616198) whose registered office is at Davy Avenue, Partis House, Knowlhill, Milton Keynes, Buckinghamshire, MK5 8HJ ("MSW");

and

**The Supplier (who is providing Services to the Named Client through Matrix SCM Limited) ("Supplier")**

**Background:**

- (a) The Supplier is a supplier of temporary workers to a named client through Matrix SCM Limited, a sister company to MSW.
- (b) The Supplier has in place terms and conditions of supply with Matrix SCM Limited and these terms incorporate the mandated use of MSW for all pre-employment checks.
- (c) Through a variation to the terms and conditions of supply, the Supplier has agreed to enter into a contract with MSW for the supply of pre-employment checks through MSW's System, Ebulk.
- (d) MSW will provide the services in line with the terms of this agreement.

IT IS AGREED AS FOLLOWS:

## 1. Definitions

- 1.1 The definitions and rules of interpretation in this Clause apply in this Agreement.

**Additional Charges:** any increases in third party costs from those at the Effective Date properly incurred by MSW in carrying out the Services.

**Applicant:** means a person put forward by the Supplier as being already employed by, previously employed by or who has been offered employment or contractual engagement by the Supplier or any other person in respect of whom the Supplier requests MSW to provide Services.

**Applicant Information:** means data, information and documentation provided by an Applicant such as address history, identification documents, etc, which are required by MSW to provide the Services.

**Charges:** means the charges for the Services as set out in Schedule 1 of this Agreement, as amended from time to time in accordance with this Agreement.

**Effective Date:** means the date of the first Order placed by the Supplier.

**Intellectual Property Rights:** means all patents, rights to inventions, copyright, trademarks, trade, business and domain names, rights in goodwill, rights in designs, computer software, database design, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

**Result:** means the result(s) of one or more of the checks carried out by the Disclosure and Barring Service (DBS), Disclosure Scotland and/or or third party agencies and signifies the end of Services for the individual Work Order.

**Service(s):** means the service(s) to be provided by MSW as described in **Schedule 1** of this agreement.

**System:** means the MSW eBulk platform and all versions or replacement screening tools used or provided for use in connection with the Services, including but not limited to, its web portal, software and (where the context permits) any Documentation and Media which is to be provided by MSW as part of the Services.

**Term:** means for the duration that the temporary workers are provided to the named client through Matrix SCM Limited.

**User:** means an Applicant or an authorised person working for the Supplier authorised to access the System in accordance with the terms of this Agreement.

**Work Order:** means an order for Services from the Supplier to MSW issued pursuant to Schedule 1 of this agreement. Each Work Order shall incorporate and be governed by this agreement.



- 1.2 Interpretation:
- (a) A reference to legislation or a legislative provision:
    - (i) is a reference to it as amended, extended or re-enacted from time to time; and
    - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
  - (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  - (c) A reference to writing or written includes fax but not email.

## **2. Basis of contract**

- 2.1 The Supplier appoints MSW to undertake the Services for the Supplier in line with the process set out at Schedule 1.
- 2.2 This Agreement will commence on the Effective Date and shall continue unless and until terminated earlier in accordance with the provisions of this Agreement.
- 2.3 In consideration of the payment of the Charges MSW agrees to supply the Services to the Supplier for the Term in accordance with the provisions of this Agreement.

## **3. Supply of Services**

- 3.1 MSW will supply to the Supplier the Services as set out in Schedule 1.
- 3.2 In providing the Services, MSW shall:
- (a) perform the Services with the best care, skill and diligence in accordance with best practice in the industry, profession or trade;
  - (b) ensure that any Results are not kept any longer than necessary and in all cases not longer than 180 days from the date of issue;
  - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this agreement;
  - (d) provide all equipment and such other items as are required to provide the Services;
  - (e) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
  - (f) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Services;
  - (g) have in place all relevant insurances policies;
  - (h) provide the Supplier with reports as to the progress of the Services through the System
  - (i) comply with the SLA's set out in Schedule 2. not be responsible for clarifying or investigating actual or claimed discrepancies or anomalies identified during the process of, or contained in the results of, the Disclosure Results either with the Applicant or with any third party.

## **4. Supplier obligations**

- 4.1 The Supplier shall have the following responsibilities during the Term:
- (a) ensure that any DBS, Disclosure Scotland and/or or third party checks requested are only done so where authorisation from the individual has been received, and where allowable in accordance with the DBS, Disclosure Scotland and/or or third party Code of Practice and relevant legislation;
  - (b) check and make a record of the evidence of identity provided by the Applicant to the Supplier, and record this in the manner required by DBS or Disclosure Scotland, or as may reasonably be required by MSW;
  - (c) be responsible for the actions of their employees when using the System including, but not limited to, adding users, training, appropriate use including not sharing accounts with any party not authorised by MSW, ensuring security of the System by the users, deactivation or change of users;
  - (d) accept responsibility for the selection of the Service provided by MSW to achieve the Supplier's intended Results;

- (e) ensure that the content of any data, files, upload or other site content (i) do not contain any material that is illegal, obscene, pornographic, defamatory, blasphemous, libellous, or indecent, (ii) does not infringe third party rights, and (iii) does not breach copyright or any other relevant legislation, statute or regulation;
- (f) ensure all Applicants are notified of the potential effect of a criminal record history on the recruitment and selection process and any recruitment decision;
- (g) not use the Service in a manner that may harm or impair any other party's use of it or in an attempt to gain unauthorised access to any service, network, account or data by any means;
- (h) be responsible for the Applicant's responsiveness to requests and for informing the Applicant on the Result;
- (i) inform MSW of any change of Users of the System to enable MSW to add or remove access rights;
- (j) ensure that every User accessing the System complies with all provisions of the agreement applicable to the Supplier as if they were their own, including, where applicable, withdraw the account details from any user acting in a malicious manner or otherwise outside of the DBS, Disclosure Scotland and/or or third party Code of Practice or users no longer authorised to access the System;
- (k) ensure that User devices have and maintain suitable industry standard IT security applications and devices appropriate for accessing the Service and/or System;
- (l) store, handle, retain and dispose of any Result strictly in accordance with the Disclosure and Barring Service Explanatory Guide for Registered Persons and Other Recipients of Disclosure Information, and/or with the requirements of any relevant third party;
- (m) be responsible for and liable to obtain the receipt of consent from any Applicant to undertake the relevant check. Where consent is provided to the Supplier, MSW shall be deemed to have the right to consider consent to have been granted to them. Copies of consent in respect of one of more Applicants shall be made available to MSW on request, either from time to time or generally. Consent will grant MSW permission to direct the request to the relevant agency (DBS for England & Wales and Disclosure Scotland for Scotland) based on locality of job role and/or residence as required under the Legislation.
- (n) comply with all other Disclosure and Barring Service, Disclosure Scotland and/or third-party policy requirements and regulations as amended from time to time, and assist MSW in doing so; and
- (o) comply with and uses the Services in accordance with all relevant and applicable laws.

## 5. Charges and payment

- 5.1 The Charges at the date of this agreement are the prices set out in Schedule 1. The Supplier shall pay the Charges together with any Additional Charges. The following payment terms apply:
  - Payment of the charges will be made by the Supplier within 30 days of the date of invoice from MSW.
- 5.2 From time to time, MSW will make additional services (for example; digital right to work and non UK criminality checks) available to the Supplier through the System. These additional services will fall outside the agreed Charges. If the Supplier wishes to use the additional services they are able to activate these services within the System. The Charges for the additional services will be set out in the System. If the Supplier chooses to activate these additional services then they will be charged in line with their usual payment method.
- 5.3 All amounts payable by the Supplier under this agreement are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the contract by MSW to the Supplier, the Supplier shall, on receipt of a valid VAT invoice from MSW, pay to MSW such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.4 If the Supplier fails to make a payment due to MSW under this agreement by the due date, then the Supplier shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. No interest will be charged on late payments disputed within 15 days of the date of the invoice and withheld unless it is subsequently determined that the amount withheld is validly due.
- 5.5 The Supplier may adjust the Charges with effect from 1 April of each year to in line with UK Retail Price Index (RPI).
- 5.6 From time to time, MSW may be required to adjust the third-party costs as a result of increases in the third-party price from designated third party Suppliers including the Disclosure and Barring Service (DBS), Disclosure Scotland and/or third party agencies..

## **6. Intellectual Property Rights**

- 6.1 All Intellectual Property Rights of whatever nature in respect of any part of the System or any matter related to the Services shall remain vested or be deemed to vest in MSW.
- 6.2 MSW grants the Supplier a non-exclusive, non-transferrable licence to use the System and Services during the Term. The Supplier further undertakes not to sell, lease, hire, adapt, copy, modify, enhance or create derivatives of, utilise outside the terms of the granted licence or otherwise make available in any way to any third party, reverse engineer any software, merge, decompile, disassemble, or otherwise translate or derive any trade secrets and/or source code in any software components which are embodied in any of the System.
- 6.3 The Supplier acknowledges that it is granted a license to use the System and Services only in accordance with the express terms of this agreement and not further or otherwise. The Supplier shall not be entitled to sub-licence, assign or otherwise transfer rights granted to it under such license.

## **7. Indemnity**

- 7.1 Each party shall indemnify the other party against all liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses, loss of profit, loss of reputation, loss of goodwill) and interest and legal costs suffered or incurred by the other party arising out of or in connection with:
- (p) any claim brought for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the System and/or Services; and
  - (q) any claim made by a third party arising out of, or in connection with, the supply of the Services.
- 7.2 This clause 7 shall survive termination of the contract.

## **8. Limitation of Liability**

- 8.1 References to liability in this clause 8 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in this this clause 8 shall limit the Supplier's payment obligations under this agreement.
- 8.3 Nothing in this agreement limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.4 MSW expressly excludes all liability for the content, quality or accuracy of the information that it receives and/or provides to the Supplier in the course of the Service, whether such information comes from the Applicant, the Disclosure and Barring Service, Disclosure Scotland or other third parties, and under no circumstance shall MSW be liable for any failure to verify the accuracy and completeness of the information provided by the Applicant, the Disclosure and Barring Service, Disclosure Scotland or other third parties, or conducting any further investigations.
- 8.5 Subject to clause 8.3 and 8.4, the Supplier's total liability to MSW for other loss or damage shall be limited in any calendar year to 100% of the Charges paid or payable in the calendar year in which the event giving rise to the breach of this agreement occurred.
- 8.6 Subject to clause 8.3 and 8.4, MSW's total liability to the Supplier for other loss or damage shall be limited in any calendar year to 100% of the Charges paid or payable in the calendar year in which the event giving rise to the breach of this agreement occurred.
- 8.7 Subject to clause 8.3, this clause 8.7 specifies the types of losses that are excluded:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;

- (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.
- 8.8 Unless the Supplier notifies MSW that it intends to make a claim in respect of an event within the notice period, being 4 weeks from the date of the event, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Supplier became, or ought reasonably to have become aware of the event having occurred. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 8.9 This clause 8 shall survive expiration or termination of this Agreement.
- 9. Data Protection**
- 9.1 See the Data Processing Agreement at <https://www.securitywatchdog.org.uk/privacy-policy/data-processing-agreement/> as may be updated from time to time.
- 10. Confidentiality**
- 10.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination or expiry of this agreement, disclose to any person any confidential information concerning the business, affairs, Suppliers, clients or Suppliers of the other party, except as permitted by Clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 10.4 MSW, may, on occasion, use the Supplier in appropriate case studies on its website. If MSW does this, then no personal data will be used, this will be a generic example of how MSW's solutions have provided efficiencies and/or resolution.
- 11. Termination**
- 11.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
  - (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;
  - (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
  - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);

- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
  - (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
  - (i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
  - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 11.1(c) to Clause 11.1(j) (inclusive);
  - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
  - (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.
- 11.2 Without affecting any other right or remedy available to it, MSW may terminate this agreement with immediate effect by giving written notice to the Supplier if the Supplier fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 12. Obligations on Termination**
- 12.1 On termination or expiry of this agreement the Supplier shall immediately pay to MSW all of the outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, MSW may submit an invoice, which shall be payable immediately on receipt.
- 12.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.
- 13. General**
- 13.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 13.2 **Assignment and other dealings.**  
**(a)** MSW may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.  
**(b)** The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of MSW.
- 13.3 **Entire agreement.**  
**(a)** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.  
**(b)** Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
- 13.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this Clause 11.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.7 **Notices.**  
(a) Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery at its registered office;  
(b) Any notice shall be deemed to have been received:  
(i) if delivered by hand, at the time the notice is left at the proper address;  
(ii) if sent by pre-paid first-class post or other next working day delivery, at 9.00 am on the second Business Day after posting;  
(c) This Clause 11.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 13.8 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 13.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

For the avoidance of doubt, the ordering of any Services under this agreement through the Ebulk System shall constitute your acceptance of this agreement.

## Schedule 1 – Services

### Services

The Supplier can select from any of the following Services at the price set out in the table below.



Check Name	Information	Charge per check or per reference	SLA's
UK Basic DBS	A basic disclosure search for convictions and cautions considered unspent under the terms of the Rehabilitation of Offenders Act 1974. Conducted via the Disclosure & Barring Service. This level of check is available for all employers.	Certificate fee + admin fee	Turnaround times are subject to DBS (where applicable)
UK Standard DBS	A standard disclosure search for spent and unspent convictions and cautions under the terms of the Rehabilitation of Offenders Act 1974. Conducted via the Disclosure & Barring Service. This level of check is only available for those in eligible roles.	Certificate fee + admin fee	Turnaround times are subject to DBS (where applicable)
UK Enhanced DBS	An enhanced disclosure search for spent and unspent convictions and cautions under the terms of the Rehabilitation of Offenders Act 1974 plus any extra information held about the individual on local police records. Conducted via the Disclosure & Barring Service. This level of check is only available for those in eligible roles.	Certificate fee + admin fee	Turnaround times are subject to DBS (where applicable)
Digital Identity & Right to Work	If the candidate isn't eligible for Digital ID, we will conduct the check manually at no extra cost.	£2.25	2 working days
Admin fee	Applicable to DBS checks only.	£6.00	N/A
Additional IT Cost	Applicable if the Supplier requires additional system/process development.		£750 per day
Supplementary Training Cost	The training shall be of the form and duration that Matrix delivers as standard in relation to the Services, and shall occur at the location agreed by the parties. Any travel costs accrued by Matrix for the purposes of training will be charged to the Supplier.		£750 per day

#### **PLACING A WORKS ORDER**

The Supplier must follow the following process to place a Work Order and by doing so will incur the charge indicated in the table above:

- (1) The Supplier shall issue effective Work Orders by submitting complete and correct Applicant Information to the MSW System.
- (2) MSW will not be liable for any failure or delay in performance under this agreement if the Supplier and/or Applicant:
  - uploads the Applicant Information required to conduct the screening process into the wrong area of the online application onto the System;

- uploads incomplete and/or incorrect Applicant Information onto the System.

#### **SLA ASSUMPTIONS**

In respect of meeting agreed SLA times (as stated in the above table) by MSW it is understood that:

- Full and accurate details are provided in the Applicant's application.
- Supplier and/or Applicants have uploaded into the correct area of the online form onto the System all the correct Applicant Information required to allow MSW to conduct the screening and have followed the correct Applicant Information upload process.
- Basic Disclosure checks via the Disclosure and Barring Service (DBS) in the UK operate to variable turnaround times which are outside of MSW's control and do not form part of this agreement.

#### **DATA RETENTION**

MSW shall delete all Applicants' Personal Data not later than 37 months after completion of the application.

### **Schedule 2 – Standard Service Level Agreement (SLA)**

- 1. Disclosure and Barring Service (DBS), Disclosure Scotland and/or other third party agencies**
  - 1.1 For the avoidance of doubt, MSW has no control over the length of time taken for a Result to be returned by the DBS, Disclosure Scotland and/or other third-party agency for the contents of any Result.
- 2. Performance**
  - 2.1 Availability: MSW aims to make the Service as available as reasonably possible, however at times there will be a requirement to suspend all or part of the Service for a short period for essential maintenance.
  - 2.2 MSW reserves the right, at its sole discretion, to temporarily suspend the Service to carry out preventative maintenance or to protect the integrity of the System and Service.
  - 2.3 MSW will notify the Supplier of any maintenance being carried out and provide the Supplier 48 hours advance notice where practicable to do so.
- 3. Service desk:**
  - 3.1 from time to time, problems may occur either with the provided Service, or the Supplier may require help and support.**
    - 3.1 The MSW service desk will be available to receive Supplier calls between the hours of 09:00 until 17:30, Monday to Friday, excluding Bank and Public Holidays.
    - 3.2 The service desk will assist with any issues relating to the availability of the System and any queries concerning the use of the System.
    - 3.3 The service desk is not a substitute for reasonable Supplier and User training and expertise. The Supplier should ensure that all users have had adequate training and have consulted the user guide before contacting the service desk.
    - 3.4 The service desk currently operates to the following performance targets for standard usage issues:
      - 3.4.1 98% of Severity 1 Cases will be resolved within 3 working days
      - 3.4.2 97% of Severity 2 Cases will be resolved within 10 working days
      - 3.4.3 97% of Severity 3 Cases will be resolved within 20 working days
      - 3.4.4 97% of Severity 4 Cases will be resolved within 30 working days
      - 3.4.5 Less than 5% of Cases will be reopened.
    - 3.5 Incidents reported to the service desk are currently prioritised below. MSW will determine the severity on a case-by-case basis.

Severity	Usage Case Item	Target Response Time
1	Entire System Unavailable	2 working hours
2	Module/Key Process unavailable – time critical	4 working hours
3	Module/Key Process unavailable – not time critical	8 working hours
4	Feature not available – no workaround apparent	8 working hours

System Failure: MSW will handle system outage issues in accordance with 3.5. However, any System failures as a result of a third-party catastrophe will be recovered as soon as is reasonably possible.

The times to resolve or respond stated in this section 3.5 are targets only, which MSW shall use reasonable endeavours to meet but shall not be held in breach of contract if such reasonable endeavours do not result in these times being adhered to.