

## **Jaytag Computer Limited**

Maddison House, 226 High Street, Croydon, Surrey, CR9 1DF

**Tel:** 0800 7879 258 or +44 (0)20 8761 4452

Web: http://www.jaytag.co.uk

# Change Control Procedure (Schedule 1)

Issue Date: 01/01/13 Version: 1.3



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#### 1. Definitions

This Schedule 1 describes the processes under which a Service during a Service Term may be amended. In this Schedule 1 the following terms shall have the following meanings:

"Change" means any variation, revision or alteration to an active Service which shall be introduced in accordance with the Change Control Procedure as set out in this Schedule 1:

"Change request" means a written request made by either Party for a Change, which will include, where appropriate, a feasibility assessment, impact on the Services, impact on the Fees, resource requirements, implementation timescales and any such other matter which is relevant to the proposed Change.

"Change Request Form" means the document used to acknowledge the amendments agreed by both Parties of the Change.

"Change Request Manager" means the Customer's duly authorised officer who is permitted to authorise amendments to the Service.

- 1.1. Unless stipulated within the Agreement, neither Party will introduce a Change to a Service during the Service Term unless in accordance with the Change Control Procedure set out in this Schedule 1.
- 1.2. Each party shall act in good faith and will not unreasonably withhold or unduly delay its acceptance to any Change Request.
- 1.3. Jaytag Computer will be responsible for progression of all Changes in accordance with timescales agreed between Jaytag Computer and the Customer, subject to any timescales set out in any applicable law or documentation provided by a duly authorised regulatory body.
- 1.4. Jaytag Computer will provide to the Customer on request, a summary of all Changes requested including a status report of Changes in progress.
- 1.5. Where a Change impacts on the Services, the cost of the Change may vary the Fees, provided that such Change and variation to the Fees has been agreed by both Parties in accordance with the Change Control Procedure.
- 1.6. Either Party may initiate a Change.

### 2. Process

2.1. The Party requesting the Change will submit the Change Request to the other for the attention of the Customer Change Request Manager or the Jaytag Computer manager, respectively. The Change Request may reference other documentation which contains details of the requirements for the Change.



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- 2.2. Jaytag Computer will assign a reference to the Change Request which shall then be used by both Parties in all correspondence between the Parties in respect of that Change Request.
- 2.3. The recipient party shall provide an initial response within 7 days.
- 2.4. If the Change Request is agreed (with or without amendments), Jaytag Computer shall prepare a draft Change Request Form, for approval by the Customer. If the Change Request is not agreed within 30 days, the parties shall meet to try to resolve the issue.
- 2.5. Only when the Change Request Form has been signed by both Parties shall the amendment constitute a variation to this Agreement.
- 2.6. Either Party may refuse to authorise a Change Request from the other if the Change proposed is not considered reasonable or practicable. A decision to reject a Change Request by either Party shall be accompanied by supporting justification in writing.
- 2.7. Jaytag Computer may refuse to authorise a Change Request (and such refusal shall be deemed to be a reasonable ground for refusal) where;
- a) the Customer's intent is to reduce the value of the Agreement within the Initial Term or any active Subsequent Term; or
- b) in Jaytag Computer's sole opinion, such proposed Change will detrimentally affect other Customers or Jaytag Computer ability to provide the Service.
- 2.8. Jaytag Computer and the Customer will work together to manage the Change and any subsequent implementation.