

COLLEAGUE SOFTWARE LIMITED**Service Level Agreement**

This Agreement applies to the provision of support services by **Colleague Software Limited** of The Studio, 63b Thorpe Road, Norwich, Norfolk, NR1 1UD (registered in England and Wales under number 4320953) whose registered office is at Holland Court, The Close, Norwich, NR1 4DY ("**Colleague**") to the licensee specified on the Order Form ("**Licensee**") in respect of the Software.

This Agreement is made on the date set out below the signature on behalf of the Licensee below ("**Effective Date**") subject to the terms and conditions below and the details listed in the Order Form.

BACKGROUND:

- (A) By a separate software licence agreement made between Colleague and the Licensee ("**License**"), Colleague has licensed the Software to the Licensee subject to the terms and conditions of the Licence.
- (B) Colleague has agreed to support the Software on the terms and conditions of this Agreement.

"**Software**" means the Software as defined in the Licence and licensed by Colleague to the Licensee under the Licence as corrected, modified or upgraded from time to time under this Agreement;

"**Standard Support Services**" means the support services as set out in Schedule 1;

"**Service packs**" means the upgrades as set out in Schedule 1;

OPERATIVE CLAUSES:**1 Definitions and interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

"**Advanced Support Services**" means the support services as set out in Schedule 2;

"**New releases**" means the upgrades as set out in Schedule 2;

"**Agreement**" means this service level agreement including the Order Form and the Schedules;

"**Case Reference Number**" means the reference number issued by Colleague to the Licensee in accordance with Schedule 5;

"**Confidential Information**" means the Software, Documentation and any other information which is designated either in writing or orally as "confidential", is disclosed in circumstances which are confidential or is by its nature confidential, and which is obtained under or in connection with this Agreement;

"**Documentation**" means any instruction manuals, and other information associated with the Software which may be provided by Colleague to the Licensee and which may be accessed by the Licensee from Colleague's website at www.colleague-software.co.uk;

"**Initial Period**" means 12 months from the Effective Date;

"**Order Form**" means the form by which the Licensee orders the Support Services from Colleague;

"**Support Charge**" means the annual charge for the Support Services as set out in the Order Form as may be varied from time to time under clause 4.3;

"**Support Hours**" means the hours between 9.00 am and 5.30 pm UK time each day excluding Saturdays, Sundays and public holidays in the United Kingdom;

"**Support Services**" means support forming part of either the Standard Support Services or the Advanced Support Services as appropriate to be provided by Colleague to the Licensee in respect of the Software;

"**Upgrades**" means either the Service packs or the New releases as appropriate.

2 Support Services

- 2.1 Colleague shall provide either the Standard Support Services or the Advanced Support Services as specified in the Order Form during Support Hours upon the terms and conditions set out in this Agreement. Where the Order Form does not specify either Standard Support Services or Advanced Support Services Colleague shall provide the Standard Support Services.

- 2.2 Colleague shall provide the Support Services in respect of the Software only and shall not provide support services to the Licensee in respect of any third party software, hardware, networks, email systems or other information technology used by the Licensee.

Upgrades

- 2.3 Colleague may supply Upgrades to the Licensee as part of the Standard Support Services or Advanced Support Services as appropriate. The

Licensee shall install any such Upgrades forthwith should the Upgrade be issued to correct errors that have a serious impact on the Licensee's business or otherwise within 90 days of the issue of the Upgrade. Thereafter, to the extent that such Upgrade replaces a previous version or any part of the Software, Colleague shall provide Support Services in respect of that Upgrade only and Support Services shall cease in respect of such previous version or part of the Software as appropriate.

- 2.4 It shall be the Licensee's responsibility to regularly check Colleague's website for Upgrades and to download and correctly install such Upgrades.

Additional Services

2.5 Where Colleague provides support services other than the Standard Support Services or the Advanced Support Services as appropriate, Colleague shall be entitled to levy an additional charge in accordance with Colleague's prevailing rates from time to time, including without limitation where problems or faults arise from:

- (a) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions at the Licensee's premises;
- (b) defects or errors resulting from any modifications of the Software made by any person other than Colleague;
- (c) any attempt by any person other than Colleague's personnel to effect any change to the Software without the prior written consent of Colleague;
- (d) use of the Software other than in accordance with the Documentation and other than under the terms of the Licence;
- (e) use of the Software with other software not supplied or approved by Colleague;
- (f) defects or errors in the computer, network, email systems, attachments or associated equipment or in the operating system or in any other software used by the Licensee either in conjunction or otherwise with the Software;
- (g) act of God, fire, flood, war, act of violence, or any other similar occurrence;
- (h) any breach or claimed breach by the Licensee of the Licence or clause 5 of this Agreement; or
- (i) failure to use any Upgrade supplied in accordance with clause 2.3.

For the avoidance of doubt nothing in this clause shall impose any obligation on Colleague to

provide services in respect of any of the exclusions referred to in this clause 2.5.

3 Requests for Support Services

3.1 All Licensee requests for Support Services shall be made by email or telephone as detailed in the Order Form and shall include as a minimum the following:

- (a) the Licensee's name;
- (b) the Licensee's telephone number or email address;
- (c) the Licensee's own reference details (if any);
- (d) a full explanation of the problem, query or request; and
- (e) any other information required by Colleague to analyse the problem, query or request.

3.2 Colleague shall:

- (a) classify each request for Support Services in accordance with Schedules 3;
- (b) prioritise each request for Support Services in accordance with Schedule 4; and
- (c) respond to and resolve each request for Support Services in accordance with Schedule 5.

4 Support Charge and other charges

4.1 The Licensee shall pay the Support Charge quarterly in advance with the first payment due on earlier of the Effective Date or the first use of the Software by the Licensee. The Support Charge shall be paid within 14 days of the date of Colleague's invoice for the Support Charge.

4.2 Any other charges payable under this Agreement by the Licensee in addition to the Support Charge shall be paid within 14 days of the date of Colleague's invoice for those additional charges.

4.3 Colleague shall be entitled to vary the Support Charge at any time by giving the Licensee at least 90 days' prior written notice.

4.4 The Support Charge and any additional charges, costs and expenses payable by the Licensee under this Agreement are exclusive of Value Added Tax.

4.5 If the Licensee fails to pay any amount payable under this Agreement within thirty days after the due date, Colleague may (in addition to any other of Colleague's rights or remedies):

- (a) charge the Licensee interest on any overdue amount payable by the Licensee from the due date for payment until the

date of actual payment (both dates inclusive) at the rate of three (3) percent above the base lending rate for the time being of Lloyds TSB Bank plc from time to time. Colleague reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

- (b) suspend the provision of Support Services and any other services to be supplied by Colleague under this Agreement until the date of actual payment of the overdue amount payable; or
 - (c) by notice to the Licensee, immediately terminate this Agreement.
- 4.6 All amounts payable under this Agreement shall be paid in full without any deduction or withholding other than as required by law and neither party shall be entitled to assert any right of credit, set-off or counter-claim against the other party in order to withhold payment of any amount in any way.

5 Licensee's obligations

- 5.1 The Licensee undertakes to provide Colleague promptly with any information which Colleague may reasonably require from time to time to enable Colleague to comply with its obligations under this Agreement without undue delay or impediment.
- 5.2 The Licensee shall quote any relevant Case Reference Number in any communications with Colleague regarding the progress or otherwise of Support Services.
- 5.3 The Licensee shall:
- (a) ensure that the Software is used in a proper and skilful manner by competent and trained employees only in accordance with best computing practice and the terms of the Licence;
 - (b) at all times comply with Colleague's instructions and advice in relation to the use of the Software;
 - (c) keep full security copies of the Software and of its databases and computer records in accordance with best computing practice;
 - (d) not permit, request or authorise anyone other than Colleague or Colleague's authorised representative to provide any support services in respect of the Software; and
 - (e) not use the Software or any part thereof knowing the same to be faulty unless Colleague advises otherwise.
- 5.4 Colleague may require remote access to the Licensee's server for testing and diagnostic purposes and the delivery of support, and the

Licensee shall provide at the Licensee's expense a remote access link at Colleague's request. Colleague shall use any remote access to the Licensee's server solely for the purpose of resolving the Licensee's request for Support Services and shall use all reasonable endeavours not to access any files or data which is not necessary for such purpose.

6 Duration and termination

- 6.1 This Agreement commences on the Effective Date and continues through the Initial Period and shall be automatically renewed annually for a period of one year unless terminated under clause 6.2 or 6.3.
- 6.2 This Agreement may be terminated:
- (a) by the Licensee by giving at least 60 days' prior written notice to Colleague where Colleague has increased the Support Charge under clause 4.3;
 - (b) by Colleague under clause 4.5(c);
 - (c) by either party on an anniversary of the Effective Date by giving at least 90 days' prior written notice to the other party;
 - (d) by either party immediately by written notice to the other party where the other party has materially breached this Agreement and has failed to remedy that breach within 30 days of the date of service of a written notice from the other party specifying the breach and requiring that it be remedied; and
 - (e) by either party immediately by written notice to the other party where the other party is unable to pay its debts when they become due, enters into any arrangement with its creditors for the repayment of its debts, an administrator, receiver, liquidator or manager is appointed in respect of the other party or a winding up resolution is passed or a winding up order is made in respect of the other party.
- 6.3 This Agreement shall automatically terminate upon the termination or expiry of the Licence.
- 6.4 The termination of this Agreement (for whatever reason) shall not affect any accrued rights or liabilities of either party, the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after that termination.
- 6.5 Should the Licensee terminate this Agreement pursuant to clauses 6.2 (d) or 6.2 (e) the Licensee shall be entitled to a refund of any Support Charges paid in advance on a pro rata basis.

7 Dispute Resolution

7.1 Any disputes between the parties in relation to this Agreement shall be subject to the escalation procedure set out in Schedule 6.

8 Warranty

8.1 Colleague warrants that it will carry out the Support Services using reasonable care and skill. Should Colleague fail to provide the Support Services using reasonable care and skill Colleague shall at its own expense re-perform the Support Services and such re-performance shall be the Licensee's sole remedy in respect of a breach of the warranty contained in this clause 8.1.

8.2 EXCEPT AS EXPRESSLY SET OUT IN CLAUSE 8.1, ALL CONDITIONS, WARRANTIES, TERMS AND UNDERTAKINGS, EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, TRADE PRACTICE, CUSTOM, COURSE OF DEALING OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ALL WARRANTIES AS TO QUALITY, PERFORMANCE OR FITNESS FOR PURPOSE) IN RESPECT OF THE PROVISION OF THE SUPPORT SERVICES ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

9 Limitation of Liability

9.1 Nothing in this Agreement excludes or restricts the liability of either party to the other for any personal injury or death resulting from the negligent act of one party, its employees, agents or subcontractors or the liability for any fraudulent misrepresentation by a party.

9.2 SUBJECT TO THE PROVISIONS OF CLAUSE 9.1, THE LIABILITY OF COLLEAGUE TO THE LICENSEE FOR DIRECT DAMAGE TO THE PHYSICAL PROPERTY OF THE LICENSEE RESULTING FROM THE NEGLIGENCE OF COLLEAGUE, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS SHALL BE LIMITED FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS TO THE SUM OF £500,000.

9.3 SUBJECT TO THE PROVISIONS OF CLAUSES 9.1, 9.2 AND 9.4, THE LIABILITY OF COLLEAGUE TO THE LICENSEE FOR DIRECT LOSS IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF THIS AGREEMENT INCLUDING OR IN CONNECTION WITH THE PROVISION OF THE SUPPORT SERVICES SHALL BE LIMITED FOR ANY ONE INCIDENT OR SERIES OF INCIDENTS TO 125% OF THE SUPPORT CHARGES FOR THE YEAR IN QUESTION.

9.4 SUBJECT TO THE PROVISIONS OF CLAUSE 9.1, IN NO CIRCUMSTANCES SHALL COLLEAGUE BE LIABLE TO THE LICENSEE WHETHER IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE IN RESPECT OF LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, CORRUPTION OR LOSS OF OR COST OF RESTORATION OF DATA OR FOR USE OF ANY RESULTS OBTAINED BY USE OF THE SOFTWARE OR ANY OTHER INDIRECT, CONSEQUENTIAL, FINANCIAL OR ECONOMIC LOSS OR DAMAGE COSTS OR EXPENSES

WHATSOEVER OR HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE SUPPORT SERVICES.

10 Confidentiality

10.1 No Confidential Information disclosed by one party ("**Disclosing Party**") to the other party ("**Recipient Party**") under this Agreement may be disclosed by the Recipient Party to any person except:

- (a) employees, agents or subcontractors of the Recipient Party requiring the Confidential Information for the purposes of this Agreement;
- (b) with the prior written consent of the Disclosing Party which consent may be given or withheld in its absolute discretion;
- (c) if the Recipient Party is required to do so by law; or
- (d) if the Recipient Party is required to do so in connection with legal proceedings relating to this Agreement.

10.2 No Confidential Information of the Disclosing Party may be used by the Recipient Party for any purpose other than the performance of the Recipient Party's obligations or the exercise of the Recipient Party's rights under this Agreement.

10.3 Any party disclosing information under clause 10.1(a) or 10.1(b) must use all reasonable endeavours to ensure that persons receiving Confidential Information from it do not disclose the information except in the circumstances permitted in clause 10.1.

10.4 Clauses 10.1, 10.2 and 10.3 do not apply to Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party;
- (b) the Recipient Party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the Disclosing Party (unless that knowledge arose from disclosure of information in breach of an obligation of confidence);
- (c) the Recipient Party acquires from a source other than the Disclosing Party where that source is entitled to disclose it; or
- (d) is independently developed by any employee, agent, officer, director, auditor, adviser, partner, consultant, licensee, sublicensee, joint venturer or subcontractor of the Recipient Party who had no access to the Confidential Information and where the independent development can be proven by contemporaneous written documentation.

10.5 The Recipient Party must return to the Disclosing Party all documents or other materials containing

- or referring to the Confidential Information which are in its possession, power or control or in the possession, power or control of persons who have received Confidential Information from it under clause 10.1(a) or 10.1(b) if requested to do so by the Disclosing Party.
- 10.6 The provisions of this clause will survive the expiry or earlier termination (for whatever reason).

11 General

- 11.1 The failure or delay of Colleague to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.
- 11.2 Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.
- 11.3 This Agreement and the Licence constitute the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements, negotiations and discussions between the parties relating to it and in particular relating to the Software or any previous versions of the Software. The Licensee confirms and acknowledges that it has not been induced to enter into this Agreement by any representation, warranty, or undertaking not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
- 11.4 No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.

- 11.5 The Licensee shall not be entitled to assign or subcontract this Agreement nor any of its rights or obligations hereunder in whole or in part.
- 11.6 Colleague shall be entitled to assign and subcontract this Agreement or any of its rights or obligations hereunder in whole or in part at any time without notice to the Licensee.
- 11.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.
- 11.8 If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.
- 11.9 Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post or sent by facsimile (such notice to be confirmed by letter posted within 12 hours) to the address of the Licensor set out in this Agreement and the address of the Licensee set out in the Order Form or sent by e-mail to the email address of the other party (or such other address or email address as may have been notified). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; if sent by post - upon the expiration of 48 hours after posting; and if sent by facsimile or by e-mail - at 9.00 am on the next business day after the facsimile or email was dispatched.
- 11.10 This Agreement shall be governed by and construed in accordance with English law and each party hereby irrevocably submits to the non exclusive jurisdiction of the English Courts.

Signed by an authorised representative for)
 and on behalf of Colleague)
)

Date:

Name:
 Position:

Signed by an authorised representative for)
 and on behalf of the Licensee)
)

Date:

Name:
 Position:

Schedule 1Standard Support Services

The Standard Support Services shall comprise the following:

1 Support

- 1.1 Support of the standard Software installation relating to user, administration and configuration issues.
- 1.2 Advice on user reports.

2 Service packs

- 2.1 Service packs are upgrades which are released to resolve known issues with the Software.

3 Information on known issues

- 3.1 Information shall be made available to the Licensee on Colleague's website from time to time in relation to:
 - (a) 'known issues' with the Software; and
 - (b) suggested workarounds for such known issues where appropriate.
- 3.2 Colleague shall email details of any new 'known issues' to the nominated technical contact of the Licensee where up to date contact details are provided to Colleague by the Licensee.

DATABASE SERVICES**4 Microsoft SQL Server Administration**

- 4.1 Colleague shall maintain the Licensee's SQL Server installation in respect of:
 - (a) adding new users as and when required;
 - (b) implementation and administration of maintenance routines to backup databases and transaction logs to disk;
 - (c) implementation and administration of routines to check the integrity of the databases' internal catalogues;
 - (d) provision of services to relocate the Software databases to new servers as and when required; and
 - (e) maintenance of documentation relating to current configuration.

Schedule 2**Advanced Support Services**

The Advanced Support Services shall comprise the Standard Support Services together with the following:

1 New releases

1.1 Colleague shall provide to the Licensee every upgrade to the Software which is released by Colleague.

2 Reports

2.1 Colleague shall provide up to [total number of users x 0.5] hours per annum of support for bespoke reports that do not form part of the standard Colleague reports suite.

2.2 These hours will include the investigation, specification, modification and support of bespoke reports.

3 Web Interface Templates

3.1 Colleague shall provide up to [total number of users x 0.5] hours of support for bespoke SQL-HTML-SQL forms to be used in conjunction with email or the Licensee's website.

3.2 These days will include the investigation, specification, modification and support of bespoke SQL-HTML-SQL forms.

DATABASE SERVICES**4 Microsoft SQL Server Administration**

4.1 Colleague shall perform maintenance of SQL Server agents and jobs.

5 Replication of data

5.1 Colleague shall set up and support SQL Server Replication to copy all or any components of the Software database to another Microsoft SQL Server for the purposes of running the Software in a remote location, maintaining an off-site backup or to support the Licensee's website. Colleague shall not be responsible for the set up or support of communication links or security devices, or any impact they might have upon the replication process.

6 Restoration of database

6.1 Colleague shall provide assistance, in the event of a system failure, in the restoration of the Software database and Software installation files from the backup media supplied by the Licensee to Colleague.

6.2 It is the responsibility of the Licensee to ensure they have a backup strategy in place that will allow Colleague access to backup media and that such backup is valid.

7 Data Integrity Checks

7.1 Subject to the Licensee providing appropriate access to Colleague, Colleague shall run data integrity checks over the Colleague database, report any findings to the Licensee recommend fixes and apply where applicable.

Schedule 3Classification**1 Classification**

- 1.1 Following each request for Support Services, Colleague shall determine the classification ("**Classification**") of such request.
- 1.2 Such Classification shall be one of:
- (a) User Support, being a query from a user about the functionality of the Software
 - (b) Technical Support, being a query on configuration or installation of the Software or other technical issue
 - (c) Product Support, being support which will require a change in the Software's source code.

2 Request to change Classification

- 2.1 In the event that the Licensee disputes the Classification assigned to a request for Support the Licensee shall request a change of Classification and shall inform Colleague of the reasons for this. Colleague shall then reconsider the Classification and either retain the original Classification or adjust it as appropriate and shall inform the Licensee of its decision. In the event that the Licensee further disputes the Classification the parties shall follow the escalation procedure set out in Schedule 6.

Schedule 4Prioritisation**1** **Prioritisation**

- 1.1 Colleague shall determine the priority level ("**Priority Level**") of each request for Support Services in accordance with the following table:

Priority Level	Description
1 – Critical	<ul style="list-style-type: none"> • Substantial downtime of the entire system • Severe performance degradation • Significant impact on the Licensee's business
2 – High	<ul style="list-style-type: none"> • Significant performance degradation • Important problem with no immediate critical impact on the Licensee's business
3 – Standard	<ul style="list-style-type: none"> • Problem with non-critical function that has no significant impact on the Licensee's business or where a work around can quickly be found. • General support including requests to arrange times for bespoke services. • All other problems and issues not categorised above as 'High' or 'Critical'.

2 **Request to change Priority Level**

- 2.1 In the event that the Licensee disputes the Priority Level assigned to a request for Support the Licensee shall request a change of Priority Level and shall inform Colleague of the reasons for this. Colleague shall then reconsider the Priority Level and either retain the original Priority Level or adjust it as appropriate and shall inform the Licensee of its decision. In the event that the Licensee further disputes the Priority Level the parties shall follow the escalation procedure set out in Schedule 6.

Schedule 5

Response and Resolution

1 Response

- 1.1 On receipt of a request for Support Services Colleague shall use its reasonable endeavours to respond by email or telephone to all requests for Support Services within one hour of receipt of the request by Colleague during Support Hours and Colleague shall send an acknowledgement email containing a Case Reference Number for such request.
- 1.2 Colleague shall inform the Licensee of the Classification and Priority Level assigned to the request for Support Services.

2 Resolution

- 2.1 Colleague shall use its reasonable endeavours to resolve a request for Support Services during Support Hours in accordance with the following targets:

Classification: User Support

Priority Level	Resolution Target
1 – Critical	1 hour
2 – High	2 – 4 hours
3 – Standard	1 day

Classification: Technical Support

Priority Level	Resolution Target
1 – Critical	2 hours
2 – High	1 day
3 – Standard	4 days

Classification: Product Support

Priority Level	Resolution Target
1 – Critical	1 – 2 days
2 – High	2 – 4 weeks
3 – Standard	3 – 6 months

- 2.2 Colleague may resolve requests for Support Services in any manner deemed appropriate by Colleague including without limitation:
 - (a) the provision of telephone or e-mail advice;
 - (b) the provision of technical assistance via remote access
 - (c) the provision of Upgrades; or
 - (d) attendance at the Licensee’s site (in agreement with the Licensee).

Schedule 6Escalation**1 Escalation Representatives**

1.1 The escalation representatives are as follows:

Escalation Level	Colleague Representative	Licensee Representative
Initial Level	Customer / Technical Support	IT Representative
Second Level	Support Manager	IT Manager
Third Level	Managing Director	IT / Finance Director

1.2 Each party shall inform the other of any changes to its escalation representatives from time to time.

2 Escalation Procedure

2.1 In the event of a dispute between the parties or where otherwise required by this Agreement, the matter shall be referred to the Initial Level representative of each party.

2.2 In the event that the matter has not been resolved at the Initial Level, or a corrective plan of action mutually agreed upon, within 1 working day of referral to the Initial Level representative, the matter will automatically be escalated to the Second Level representative.

2.3 In the event that the matter has not been resolved at the Second Level, or a corrective plan of action mutually agreed upon, within 2 working days of escalation to the Second Level representative, the matter will automatically be escalated to the Third Level representative.

2.4 In the event that the matter has not been resolved at the Third Level, or a corrective plan of action mutually agreed upon, within 7 working days of escalation to the Third Level representative, then either party may pursue any remedy otherwise available to it under law or this Agreement.

2.5 Both parties shall use reasonable endeavours to resolve any dispute or other matter under this procedure.