



Service Document for Professional Services v3.3



Document Control Information

Version History		
Version Number	Date Approved	Change/Reason for Change/Comments
2.4	23/08/2023	Initial document creation. Aligns to Exponential-e PS portfolio July 2023 and Exponential-e PS Service Document v2.4. Version number is to align to Exponential-e version – no earlier Vysiion version exists.
3.0	02/05/2025	Removal of data processing details. Changes to inflationary price increase provisions.
3.1	16/10/2025	Addition of definitions of different Working Hours. Amendment of Man Days to Days. Replacement of Project Co-ordinator with Provisioning Coordinator under PMO, and addition of Test Manager to Consultant Resource. Addition of Field Services and Break Fix Service.
3.2	13/03/2026	Addition of Stock Holding Service.
3.3	07/09/2026	Addition of staff transfer provisions and applicable definitions into the main body; removing references to Statements of Works (SOW) in Project Management Office Resource Service and Consultant Resource Service; amending reference to SOW in Bespoke Professional Service.

1. Document Purpose

This document describes Vysiion's Professional Services and the service-specific terms and conditions that are applicable, in addition to Vysiion's General Terms. Capitalised terms used in this Service Document which are defined in the General Terms or the Additional Terms set out in each Service Definition attached to this Service Document as a schedule shall be afforded their defined meanings throughout this Service Document. Each Professional Service provided by Vysiion is set out in a separate Service Definition attached as a Schedule to this Service Document.

2. Service Delivery

All Professional Services activities (excluding Service Desk) are scheduled within Normal Business Hours by default, unless otherwise specified on the Order Form, in which case the table below will apply.

Working Hours	Notes
Extended Business Hours	Mon-Fri 08:00AM - 08:00PM excluding public holidays
Business Days Nights	Mon-Fri 08:00PM - 08:00AM excluding public holidays
Weekend Hours	Sat-Sun 08:00AM – 06:00PM excluding public holidays
Weekend Nightshift Hours	Sat-Sun 06:00PM – 08:00AM excluding public holidays

If the Customer requests to re-schedule the activities outside of Normal Business Hours and Vysiion is able to accommodate this, additional charges shall be applicable.

3. Service Support

3.1 Complaints Procedure

Details of Vysiion's complaints process and policy are available upon request from customerservices@vysiion.co.uk.

4. Additional Terms

4.1 Vysiion shall be entitled to increase the Annual Charges:

4.1.1 in line with any increases in costs as a result of legal and/or regulatory changes; and/or

4.1.2 in line with inflation (where any such increase shall be limited to the change in the UK Retail Price Index (or any materially-equivalent replacement index) plus two percent (2%) since signature of the Contract (in the case of the first such inflationary increase) or since any previous inflationary increase (in the case of any subsequent inflationary increases); and/or

4.1.3 in line with any increases in costs imposed on Vysiion by its suppliers.

Vysiion will provide reasonable documentary evidence to support such price increase to the Customer, upon request.

4.2 If the Contract involves the purchase by Vysiion of goods and/or services in a currency other than sterling and there is a greater than one percent (1%) change in the exchange rate between sterling and that other currency due to the weakening of sterling between (a) the date of Order acceptance and (b) the date that Vysiion pays the relevant supplier, Vysiion reserves the right to pass on to the Customer the additional costs incurred by Vysiion as a result of the change in exchange rates and the Customer agrees to pay the same.

4.3 Definitions

The following terms and conditions apply to the Professional Services in addition to the General Terms.

4.3.1 In this Service Document, the following terms shall have the meanings assigned to them below:

"Replacement Provider"	any entity providing Replacement Services to the Customer (whether the Customer or a third party);
"Replacement Services"	services which are similar to the Professional Services (or some of them) and which are provided to the Customer in succession to Vysiion following termination of this Contract; and
"Transfer Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 as may be amended or replaced.

5. Staff Transfer

- 5.1 The Parties do not consider that the Transfer Regulations will apply on the entering into of the Contract or on the commencement of the Professional Services (or any part thereof) so as to transfer the employment of any employees of the Customer or any employees of an existing service provider to the Customer to Vysiion. Each Party agrees that it will not at any time contend for any purpose whatsoever that the Transfer Regulations apply on the entering into of the Contract and/or the commencement of the Professional Services (or any part thereof).
- 5.2 Notwithstanding the above, if, on the entering into of the Contract and/or the commencement of the Professional Services (or any part thereof), any contract of employment relating to any person engaged by the Customer or existing service provider to the Customer has effect or is alleged to have effect as if originally made between Vysiion and that person (the “relevant person”), Vysiion may terminate (or purport to terminate) the contract of employment of the relevant person. The Customer will indemnify and keep indemnified Vysiion against any and all claims, reasonable costs, liabilities, and reasonable expenses and/or losses incurred by Vysiion arising from or related to:
- such termination (or purported termination) of employment (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
 - the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
 - any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment with the Customer or the termination of that employment;
 - any claim by the relevant person in respect of which Vysiion incurs liability as a result of the operation of the Transfer Regulations; and
 - any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations
- collectively, “Transferred Employee Payment”.
- 5.2.1 The Customer promises to pay Vysiion the Transferred Employee Payment upon demand by Vysiion.
- 5.3 The Parties do not consider that the Transfer Regulations will apply on the termination of the Contract or the termination of the Professional Services (or any part thereof) for any reason. Each Party agrees that it will not at any time contend for any purpose whatsoever that the Transfer Regulations apply upon the termination of the Contract or the Professional Services (or any part thereof) for any reason.
- 5.4 Notwithstanding the above, if, on termination of the Contract or on a Replacement Provider providing the Customer with Replacement Services in succession to Vysiion, any contract of employment relating to any person engaged by Vysiion (or its suppliers or subcontractors) in connection with providing the Professional Services has effect or is alleged to have effect as if originally made between the Customer or any Replacement Provider and that person (the “relevant person”), the Customer or the Replacement Provider (whichever may be the transferee for the purposes of the Transfer Regulations) may terminate (or purport to terminate) the contract of employment of the relevant person. Vysiion will indemnify and keep indemnified the Customer and any Replacement Provider against any and all claims, reasonable costs, liabilities, and reasonable expenses and/or losses incurred by the Customer and/or any Replacement Provider arising from or related to:
- such termination (or purported termination) of employment (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
 - the costs of employing the relevant person from the date of transfer or alleged transfer to the date on which his or her employment terminates (provided that termination or purported termination occurs within three (3) months of the relevant transfer date);
 - any claim by the relevant person in respect of any fact or matter to the extent that such claim concerns or arises from employment Vysiion or the termination of that employment;
 - any claim by the relevant person in respect of which the Customer or the Replacement Provider incurs liability as a result of the operation of the Transfer Regulations; and
 - any claim relating to the failure by any person to comply with information and consultation obligations under the Transfer Regulations.