



# Terms & Conditions

## G-Cloud 14

Cloud Support Services  
C3IA Solutions Ltd

Version: 1.0

Dated: 5<sup>th</sup> May 2024



# Standard Terms & Conditions of Business

## General

1.1 These Terms and Conditions (“Terms”) shall form part of the Contract between the party named in the Assignment (the “Service Consumer”) and C3IA Solutions Ltd (“the Supplier”) for the provision of the services set out in the Assignment unless otherwise agreed in writing by the Supplier. The Assignment means the written proposal, engagement letter or call-off contract issued by the Supplier and the Service Consumer’s acceptance thereof. The Contract shall comprise the Assignment, these Terms and any amendments thereto. All amendments to the Contract must be in writing and signed by or on behalf of the Service Consumer and the Supplier.

1.2 To the extent of any conflict between these Terms and any provision contained in the Assignment then the Assignment (G-Cloud call-off Contract) terms and conditions take precedence.

1.3 Neither party may assign the Contract in whole or in part without the prior written consent of the other party.

1.4 The Service Consumer acknowledges that the Supplier may determine the manner in which its services are provided so long as they are provided in a manner that is consistent with the Assignment.

1.5 The Service Consumer undertakes:

(a) to provide the Supplier and its employees and sub-contractors with all necessary information, support and co-operation that may reasonably be required to enable the Supplier to carry out this Assignment;

(b) to provide at no charge to the Supplier adequate office accommodation, a secure work space, telephone services and other facilities including access to the applicable equipment and systems of the Service Consumer to enable the employees and sub-contractors of the Supplier to perform the Assignment and any other obligations of the Supplier under this Contract that need to be performed on site and further to allow full access to the areas in which the same are to be performed; and

(c) to take all reasonable steps to ensure the health and safety of the Supplier’s employees and sub-contractors while they are at the Service Consumer’s site.

1.6 This Contract represents the entire understanding and constitutes the whole agreement between the parties in relation to its subject matter and the parties agree that there are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Contract except if the G-Cloud call-off Contract terms and conditions take precedence.

1.7 These Terms shall apply to the exclusion of any other terms and conditions on any order form or other document under which the Service Consumer accepts the Assignment. Furthermore, the Service Consumer acknowledges that any work undertaken by the Supplier

in relation to the Assignment shall be deemed only to be in accordance with the terms of the Assignment and these Terms unless the parties have specifically otherwise agreed in writing.

## **2. Fees, Expenses and Payments**

2.1 Fees, which are quoted exclusive of VAT, will be charged on the basis set out in the Assignment. Fees will be invoiced at monthly intervals, unless agreed otherwise, in arrears, or at the completion of the assignment if it is less than one month and are payable within 30 days of date of invoice.

2.2 The Supplier reserves the right to charge interest on any overdue sums, as well after as before any judgment, at the rate of 2% above the base rate of The Bank of England from time to time and varying accordingly from the due date until payment.

2.3 The Supplier's rates, unless agreed as fixed price, are fixed as per the Rate Card for the duration of the agreement.

2.4 Statements by the Supplier as to the total work time or total charges that may be involved in fulfilling the Assignment are supplied as estimates only and whilst all reasonable efforts are made to ensure their accuracy no liability will be accepted in respect thereof.

2.5 Any work carried out, under a time and material agreement, by any individual employee or sub-contractor on Saturdays, or weekdays in excess of forty hours in any one week, or outside normal working hours (09.00-18.00) will be charged at one and a half times the equivalent hourly rate of the rates quoted. Sundays and bank holidays will be charged at two times the equivalent hourly rate of the rates quoted. No such work will be undertaken without the Service Consumer's prior agreement.

2.6 The Service Consumer shall reimburse the Supplier for all out-of-pocket expenses incurred in connection with the Assignment including travel, accommodation and subsistence and other expenses together with VAT.

2.7 The parties acknowledge that the fees for the services delivered under this Contract have been calculated taking into account the recoverability or otherwise of the related input VAT. The parties agree that if a ruling or appellate body decision or change in HMRC practice results in a VAT liability for all or part of the services that differs from these assumptions, to the extent that Supplier's VAT recovery on costs attributable to the provision of the Services is reduced or improved as a result of the ruling, decision or change in HMRC practice, the fees (exclusive of any VAT) will be increased or reduced (as applicable) with effect from the date that the ruling, decision or change in HMRC practice has effect.

2.8 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Service Consumer (who will be responsible for reimbursing, on demand, the Supplier's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in the Supplier recovering a larger sum from HMRC than it is potentially liable to pay HMRC, the Supplier shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant services already supplied, less additional VAT due to HMRC as a result of the decrease in the Supplier's input VAT recovery. The amount of VAT refunded to the Service Consumer shall be limited to the amount the Supplier receives from HMRC.

### **3. Confidentiality**

Both parties hereto undertake to treat as confidential any information obtained during the course of the Contract and for a period of one year thereafter regarding the other's business activities provided that such information is not publicly known, other than by breach of this Clause, during such period.

### **4. Publicity**

Neither party shall make any press announcement or publicise this Contract without the prior written consent of the other party. The Supplier shall not refer to the Service Consumer in its general marketing, publicity, case study materials or within the day-to-day operation of their business.

### **5. Intellectual Property Rights**

5.1 All intellectual property rights of whatsoever nature and including without limitation any copyright in reports, documents, data, specifications, programs, manuals, descriptions, drawings, designs, technical descriptions and information relating to any computer software programs and associated documents or any other material, whether written or machine readable, which is developed under the Contract by or on behalf of the Supplier singly or by or on behalf of both parties jointly, shall be and become vested solely in and are hereby assigned to the Service Consumer.

5.2 The Service Consumer hereby grants a non-exclusive irrevocable licence to the Supplier to use the items in which the Service Consumer has intellectual property rights referred to in clause 5.1 and all know-how developed by the Supplier in connection therewith for its own internal business purposes but not further or otherwise.

5.3 The Service Consumer warrants that any design or instructions furnished or given by the Service Consumer to the Supplier for the purpose of the Contract shall not cause the Supplier to infringe any intellectual or industrial property rights, including without limitation any copyright, patent or registered design, in the performance of the Contract and, to the extent that the Supplier shall so infringe, the Service Consumer shall indemnify the Supplier in full against all costs, charges, claims and expenses incurred directly or indirectly as a result of such infringement.

### **6. Liability**

6.1 The Supplier shall accept liability for any loss or damage sustained by the Service Consumer as a direct result of any material breach, or negligence in the performance or, the contract by the Supplier provided that such liability: i) shall not extend to any economic, special or consequential loss; ii) shall not extend to any loss or damage sustained by any third party in connection with the contract; iii) shall be limited to payment of damages not exceeding the invoiced value of services provided under the contract in question.

6.2 This document constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto.

### **7. Indemnity**

The Service Consumer shall fully indemnify and keep the Supplier indemnified against all claims, actions, costs, expenses, (including court costs and fees) or other liabilities arising out of or incidental to the due performance of the contract by the Supplier, including but not limited to breach or infringement of any third party intellectual property rights where the Service Consumer has held itself out to be owner or licensee of such rights.

## **8. Personnel**

8.1 The Supplier expects to be able to maintain continuity of personnel over the course of the Contract. However, when necessary, the Supplier shall as soon as is reasonably practicable use its reasonable endeavours to substitute consultants with equivalent experience or skills.

8.2 Each party undertakes that it shall not, without the other's prior written consent either during or within six months after the termination or expiry of this Contract, engage, employ or otherwise solicit for employment any person who during the relevant period was an employee or sub-contractor for the other engaged in operating or providing services under or administering, supervising or orchestrating the fulfilment of this Contract.

8.3 The Supplier acknowledges that the Service Consumer has the right in the interests of security to exclude any person including any employee servant or agent of the Supplier from the Service Consumer's premises. The decision as to whether or not a particular employee, servant or agent of the Supplier shall be so excluded shall be taken at the sole discretion of the Service Consumer.

## **9. Termination**

9.1 The Service Consumer may at any time terminate the Contract by giving the Supplier not less than 30 days' prior written notice.

9.2 The Supplier shall have the right by giving notice in writing to the Service Consumer to terminate the Contract forthwith and at any time if the Service Consumer commits any breach of the Contract or if any sum payable under the Contract or any other sum due from the Service Consumer is in arrears and unpaid for a period of 90 days after it shall become due.

9.3 Early termination of this Contract shall be without prejudice to any other rights or remedies a terminating party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either party nor any provision that is expressly or by implication intended to come into or continue in force on or after such termination.

9.4 The Service Consumer is liable to pay the supplier for the services delivered up to the time of termination, at the rate(s) agreed. In the case of part fulfilment of a deliverable the Service Consumer shall be liable to pay a fair percentage of the deliverable achieved before termination.

## **10. Invalidity**

If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

## 11. Force Majeure

Neither party shall be liable for any breach of its obligations under this contract resulting from causes beyond their reasonable control including but not limited to Acts of God, Act of Parliament, a public enemy, fires, floods, explosions, or other catastrophes, epidemics, quarantines, restrictions or delays due to such cause or causes ("Force Majeure").

## 12. Governing Law, Jurisdiction and Disputes

12.1 The Contract and any non-contractual obligations arising out of or in connection with this Contract shall be governed by and construed in accordance with the laws of England and the parties accept the non-exclusive jurisdiction of the English Courts to which they mutually agree to submit.

12.2 The Service Consumer and the Supplier shall meet to discuss and endeavour to resolve any matter that is not specifically provided for in this Contract but requires a decision and any difference, dispute or disagreement (a "Dispute") that may arise between the parties. If the parties are unable to resolve any such matters they shall reconvene for a further discussion within 72 hours of the previous meeting. If the parties are still unable to resolve any such matters at the reconvened meeting, then the matters shall be referred to the Managing Directors of the Service Consumer and of the Supplier for a decision. If notwithstanding the above any Dispute cannot be resolved between the parties, they will attempt in good faith to resolve the Dispute through an alternative dispute resolution (an "ADR") procedure as recommended to the parties by the Centre for Dispute Resolution. If the matter has not been resolved by an ADR procedure within 60 days of the initiation of such procedure, the Dispute shall be settled by the English Courts as above.