

**BRIGHTMAN**

THE DIGITAL TRANSFORMATION SPECIALISTS

# BRIGHTMAN BUSINESS SOLUTIONS

G-CLOUD 14 TERMS AND CONDITIONS

## Introduction

### Explaining Terms and Conditions

The G-Cloud framework works under a set of framework and contract terms and conditions that together with the order form and supplier terms and conditions, forms the legal contract.

The orders of precedence of the above are as follows:

- Framework Agreement
- Call Off Agreement
- Order Form
- Supplier Terms & Conditions

### Customer Obligations

The Customer will provide Brightman with sufficient information to enable Brightman to provide the Services and will allow Brightman appropriate access to the premises and any relevant Customer resources to enable Brightman to provide the Services.

The Customer shall notify Brightman of any health and safety hazards which may be involved in performing the Services.

### Price Increase After Two Years

The Customer recognises that it is not possible to secure prices for a period of more than two years. Brightman therefore reserves the right to increase prices where a contract enters a third year.

### Payment Terms

Brightman shall invoice the client on a monthly basis.

Payment shall be made within 30 days of receipt of the invoice by the client. Interest shall accrue thereafter on the balance outstanding at 3% above the legal interest rate as amended until payment is made.

### Expenses

The customer will reimburse the reasonable expenses of the consultant which are incurred in the performance of the services.

## Contract Period and Termination Costs

There is no minimum contract period. Brightman will tailor our service to meet Customer requirements.

Termination costs will be charged on extant service contracts that are terminated early, unless said termination is due to Brightman not adhering to contractual agreements. Termination costs will amount to two weeks of the contracted consultancy service charge.

## Customer Support

Brightman will ensure access to your nominated consultant, or a consultant with equivalent skills and experience, in working hours. Out of hours support can be provided by agreement.

Third parties may have access to the Customer's support arrangements by prior agreement.

Upon commencement of service delivery, a support escalation procedure will be agreed with the Customer. The exit strategy will be agreed with the Customer during the call off phase.

## Brightman's Obligations

Brightman shall report to and liaise with the Customer's Representative and shall act in accordance with the reasonable instructions given to Brightman from time to time by the Customer's Representative.

Brightman shall comply and use all reasonable endeavors to ensure its employees and sub-contractors comply with all security and internal staff requirements and procedures of the Customer which are notified to Brightman in advance while on the premises or while accessing or attempting to gain access to the Customer's computer systems.