



Client Organisation

G-Cloud 14 Terms Agreement

Version 1 | 3 May 2024

Commercial in Confidence

Purpose

Parties

This contract is made between;

Nublu Limited, a company incorporated and registered in England and Wales with company number 05523340 whose registered office is at 1st Floor Express Networks 2, 3 George Leigh Street, Manchester, M4 5DL and referred to as “**Nublu, We, Our**”

Client Organisation, a company/charity/other registered in England and Wales with company number XXXXXXXX whose registered office is at XX Street, County, POST CODE. Referred to as “**Client Organisation, You, Your**”

Background

Nublu is an expert provider of consulting, hosting, support and maintenance for digital services.

Client Organisation [brief description about the client organisation, not the project or service].

Objective

This agreement sets out the standard terms to which all individual service contracts agreed will be based upon.

Effective

The terms of this agreement are valid for 30 days from the date issued and effective from the signed date until 12 months after the last agreed contract has been completed.

Terms

1. Working Times & Location

Unless explicitly stated otherwise, our services will be performed from our Manchester Studio or other remote location, during UK business hours 9:00 am to 5:00 pm, Monday to Friday (excluding Public Holidays).

2. Mutual Cooperation

It is agreed that our service performance relies upon your mutual cooperation.

You agree to:

- provide accurate, complete and timely information to us
- not unreasonably withhold or delay formal approvals or contract variations

Both parties agree to:

- conduct ourselves in a professional and considerate manner
- act in the mutual interest of achieving the best overall service performance
- act in the mutual interest to identify and mitigate risks and reduce costs for both parties
- be available for ad-hoc communication in a timely manner
- make reasonable efforts to accommodate the others ad hoc requests

3. Performance Concerns

Performance concerns are to be raised in writing and allowed a period of 30 days to work things out together.

You agree to:

- continue to make timely payments, unless agreed otherwise in writing

Both parties agree to:

- continue to perform duties in the interest of mutual cooperation
- attend weekly contract review meetings until the performance concern is addressed
- make reasonable efforts to address performance concerns in a timely manner

4. Timely Payments

We will raise invoices in accordance with the payment schedule.

You agree to:

- contest any inaccuracies in writing within 7 days of issue
- make a full payment without set-off or deduction within 30 days of issue, unless agreed otherwise in writing

If your payment is late you agree:

- to pay statutory interest¹ on uncontested invoices
- to reimburse us for reasonable costs incurred in an effort to collect on late payments
- that we may suspend services temporarily if you fail to make timely payments by giving you 14 days written notice

5. Suspend Services Temporarily

Services can be temporarily suspended for a period of 30 days by giving 14 days written notice.

You agree to:

- pay for the work we have undertaken up to the point of being suspended
- reimburse us for reasonable third-party costs & expenses already agreed on your behalf that can not be cancelled
- not hold us responsible for any damages, loss of income, or liability resulting from suspending our services
- pay reasonable fees, if required, to reschedule, replan, and update the software when resuming services
- automatically cancel services that are suspended for longer than the 30 days

6. Cancel Services without Cause

Services can be cancelled for convenience, even if no performance concerns have been raised, by giving 30 days written notice, or automatically if suspending services for longer than 30 days.

You agree to

- pay for the work we have undertaken up to the point of being cancelled
- pay a cancellation fee equal to 50% of our cost that are outstanding at the point of being cancelled
- reimburse us for reasonable third-party costs & expenses agreed on your behalf that can not be cancelled
- not hold us responsible for any damages, loss of income, or liability resulting from cancelling our services

¹<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

7. Terminate Services for Cause

Services can be terminated for cause where there has been a material failure in the performance of this contract or when performance concerns have not been resolved by giving 60 days written notice, unless the failing party makes significant progress towards remedying the failure.

You agree to:

- pay for the work we have undertaken up to the point of being termination, unless it is agreed to be the cause of a material failure
- reimburse us for reasonable third-party costs & expenses agreed on your behalf that can not be cancelled
- not hold us responsible for any damages, loss of income, or liability resulting from terminating our services

8. Expiring Services

If appropriate to the service, at least 60 days before the last day of service performance, we will write to you to present a further service contract to continue the service, if not signed by 30 days before the last day of service performance we will automatically begin offboarding.

9. Offboarding

When a services come to an end, through cancellation, termination or expiry, providing there is no indebtedness, we will make reasonable efforts to:

- provide relevant existing deliverables and documentation at our cost
- provide 'pull access' to the most relevant code repository for at least 14 days at our cost
- transfer intellectual property, licences, credentials and access we believe to be relevant at our discretion
- return any materials or assets you request (any postage and packaging required is at your cost)

You agree to:

- pay in full for all work undertaken up to the point of offboarding, unless it is agreed to be the cause of a material failure
- pay reasonable additional fees continue a service after offboard has been started
- pay reasonable additional fees for any consultation your request
- reimburse us for reasonable third-party costs & expenses agreed on your behalf that can not be cancelled
- not hold us responsible for any damages, loss of income, or liability resulting from a loss of service

10. Third-party Costs & Expenses

All third-party costs are agreed with you in advance and are in addition to our costs unless explicitly stated otherwise.

Third-party costs and services are beyond our control and subject to change without notice, which may affect our service offer and costs. If we become aware of any material changes, we'll let you know as reasonably soon as possible and discuss any alternative options with you.

Expenses such as travel and accommodation will be agreed with you in advance, and we will make reasonable efforts to comply with your expense policies.

11. Further Service Contracts

Requests above and beyond the agreed services will be subject to a separate contract and may attract an additional cost to investigate. Nothing in this contract guarantees our rates or charges for further service contracts.

12. Indexation

We may review our rates and charges for this contract no more than once per year. Any increase will be capped to a maximum of The Consumer Price Index Inflation² ("CPI") + 5% and become effective after a minimum of 30 days' notice.

13. Intellectual Property

In the performance of our services, we may use third-party software and services subject to their own terms, licensing and intellectual property. You may provide us with a temporary licence to make use of your existing code, materials or other assets in the performance of our services to you, but remain your intellectual property.

Upon offboarding, providing there is no outstanding indebtedness, we will grant you an irrevocable, royalty-free, non-sublicensable, non-exclusive licence to use all work created by us in this contract for any purpose other than the supply of services in direct competition with us.

14. Published Content

It is agreed that any content published or provided to the other party to be published is appropriate to the service's intended audience and does not infringe on any applicable laws, regulations or third-party rights and agree to indemnify the other against all claims for damages, loss or expenses arising from content they have published.

² <https://www.ons.gov.uk/economy/inflationandpriceindices>

15. Confidentiality

Both parties acknowledge their responsibility, during and for 1 year after the expiry of this contract, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data. We will hold your company and contact data for 5 years after the termination of this contract for business intelligence and marketing purposes in accordance with the UK GDPR and Data Protection Act 2018.

16. Liability

We shall deliver the services with the highest level of care, diligence and skill and in accordance with best practices expected of an experienced, professional provider of digital services and best commercial efforts, ensuring that all our deliverables, standards and techniques used are of the best quality and are free from material defects in workmanship, installation and design.

However, we are not liable to you or any other party for damages, including lost profits, lost saving or other incidental, consequential or special damage. Any liability arising from breach of this agreement, tort, misrepresentation, intellectual property infringement or breach of statutory duty your claim shall not exceed the total the charges paid to us for the preceding 12 months under this agreement except where liabilities can not be limited or excluded by law.

17. Insurance

We will, at our own cost, maintain throughout the contract period, and for at least 5 years after, minimum insurance levels of:

- Employer's Liability of £10,000,000
- Public Liability of £5,000,000
- Professional Indemnity of £10,000,000

18. Solicitation

Both parties agree not to solicit or entice the others employees, both during and for 1 year after termination of this contract. It is agreed that an introduction fee of 1 x gross annual salary will be payable for each employee contracted directly or indirectly via a third party.

19. Publicity

Our business success relies on sharing a public portfolio of clients. We'll invite you to contribute to any case studies we publish or award entries in regard to this service. From time to time, we may request you to act as a reference, provide testimonials, or participate in interviews or talks.

20. Insolvency

Either party may terminate this agreement immediately upon written notice to the other party if the other party suspends, or threatens to suspend payment of its debts or is unable to pay its debts as they fall due, or commences negotiations with all or any class of its creditors or makes a proposal or enters into a compromise or arrangement with its creditors, or if a petition is filed, or a notice is given, or a resolution is passed or an order is made for or in connection with the winding up of that other party, or an application is made to court, or an order is made, for the appointment of an administrator over the other party.

21. Force Majeure

Neither party shall be in breach of this contract nor liable for delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure results from significant acts, events or circumstances beyond their reasonable control. In such circumstances, the affected party shall be entitled to request an extension of time for performing such obligations; the unaffected party should make reasonable efforts to accept requests without penalty, deduction or compensation. If the delay or non-performance continues for 30 consecutive calendar days, the party not affected may terminate services by giving a further 30 calendar days written notice.

22. Governing Law

This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this contract.

23. Effective Duration

This contract is effective from the signing date and will remain in effect until cancelled, terminated, or after the last service has been completed.

24. Entire Contract

This contract and its attachments constitute the sole and entire contract between the parties for the services offered and supersedes and extinguishes all prior discussions, agreements and understanding of any kind on this subject matter.

If there is any inconsistency the priority is given to the contract within which is prioritised as charges, service offer, terms and then any attachments in the order in which they appear and then the master terms agreement.

If any provision of this contract is held to be illegal, invalid, or unenforceable, that provision will be treated as if it has never been part of this contract, and the remaining provisions will remain in full force and effect.