

Terms & Conditions G-Cloud 14

Cloud Support Services C3 Systems
Consulting Ltd

Version: 1.0

Dated: 07 March 2024

Terms & Conditions

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 C3 Systems Consulting Ltd (“the Supplier”) for the provision of the services set out in the Engagement unless otherwise agreed in writing by the Supplier. The Engagement means the proposal, engagement letter or call-off contract issued by the Supplier and accepted by the Service Consumer. The Contract shall comprise the Engagement, these Terms and agreed 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 Any conflict between these Terms and any provision contained in the Engagement then the Engagement 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 way its services are provided so long as they are provided in a manner that is consistent with the Engagement.

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 Engagement;

- (b) to provide at no charge to the Supplier adequate working 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 Engagement obligations under the Contract; 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 unless 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 Engagement shall be deemed only to be in accordance with the terms of the Engagement 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 Engagement. Fees will be invoiced at monthly in arrears, or at the completion of the assignment and are payable within 30 days of date of invoice.

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

2.3 The Service Consumer shall reimburse the Supplier for travel, accommodation and subsistence and other expenses incurred in connection with the Engagement.

3. Confidentiality

Both parties undertake to treat as confidential any information obtained during the Engagement and for a period of one year thereafter regarding the other's business activities provided that such information is not publicly known during the period.

4. Publicity

Neither party shall make any press announcement or publicise this Engagement without the prior written consent of the other party.

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 Engagement by or on behalf of the Supplier shall be vested solely in and are hereby assigned to the Service Consumer.

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 will maintain continuity of personnel over the course of the Contract. Should circumstances prevent this, the Supplier shall as soon as is reasonably practicable substitute personnel with equivalent experience or skills.

8.2 Each party undertakes that it shall not, without the other party's prior written consent during this Engagement, engage, employ or otherwise solicit for employment any person who during the relevant period is an employee or sub-contractor for the other engaged in-service provision for the fulfilment of the Engagement.

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 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 Engagement 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 Engagement forthwith and at any time if the Service Consumer commits any breach of the Engagement 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 120 days after it shall become due.

9.3 Early termination of this Engagement 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 Engagement and any non-contractual obligations arising out of or in connection with this Engagement 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 Engagement but requires a decision and any difference, dispute or disagreement that may arise between the parties.