



# Axiologik G-Cloud 14

Terms and Conditions

May 2024

# THIS AGREEMENT

IS MADE THE [day] of [month] 20[ ]

BETWEEN

AXIOLOGIK LIMITED of Parkhill Studio, Walton Road, Wetherby, LS22 5DZ

of the one part ("Axiologik")

AND

[other party's full company name and address] of the other part ("the Client")

WHEREAS

A. The Client wishes to procure and Axiologik is able to provide certain services.

B. The parties wish to enter into this Agreement to cover the provision of such services to the Client by Axiologik.

These Terms and Conditions shall be read in conjunction with the Order Form and the Call Off Agreement (RM1557.14) and the order of precedence set out in the Call Off Agreement (RM1557.14) shall apply.

## NOW IT IS HEREBY AGREED AS FOLLOWS:

### 1 THE G-CLOUD SERVICES

The Supplier shall deliver the services ("the G-Cloud Services") in accordance with the Service Requirements contained or referenced in the Order Form.

### 2 THE MILESTONES AND THE DELIVERABLES

In delivering the G-Cloud Services, the Supplier shall deliver the Deliverables set out in the Order Form by the dates set out in the Milestone Plan and/or Implementation Plan in the Order Form.

If the Supplier fails to deliver a Deliverable by the dates set out in the Milestone Plan and/or Implementation Plan, the Supplier shall arrange all such additional resources as are necessary to deliver the Deliverable as soon as is reasonably possible.

### 3 THE CUSTOMER RESPONSIBILITIES

In order to enable the Supplier to deliver the G-Cloud Services in accordance with the Milestone Plan and/or Implementation Plan, the Customer shall undertake the Customer Responsibilities set out in the Order Form by the corresponding dates in the Order Form.

The Supplier will not have any liability under the Call Off Agreement if it is unable to provide the G-Cloud Services in a timely manner due to any delay or failure by the Customer (or its employees, agents, or third party suppliers) in complying with its obligations pursuant to this Agreement. The Supplier shall in these circumstances be entitled to an adjustment to the timescales for delivery and to reimbursement of its additional costs incurred as a result of the delay or failure by the Customer. The Supplier shall use its reasonable endeavours to mitigate the impact of any delay or failure of the Customer on its ability to provide the Services, the adjustment to the timescales for delivery and the additional costs incurred.

## 4 THE ACCEPTANCE CRITERIA

Upon delivery of the Deliverables to the Customer, the Deliverables shall meet or be capable of meeting the Acceptance Criteria set out in the Order Form. If this is not the case, the Customer shall provide the Supplier with details of the failure in meeting the Acceptance Criteria and the Supplier shall, at its cost, remedy the failure as soon as is reasonably possible and re-deliver the Deliverable to the Customer.

## 5 THE QUALITY STANDARDS

In delivering the G-Cloud Services, the Supplier shall ensure that it complies with the Quality Standards set out in the Order Form.

## 6 THE PRINCIPAL LOCATION

The Supplier shall deliver the G-Cloud Services from the Principal Location(s) set out in the Order Form, unless otherwise agreed by the Parties.

## 7 THE CHARGES AND PAYMENT

In consideration of the delivery of the G-Cloud Services, the Customer shall pay the Charges set out in the Order Form to the Supplier.

The Charges shall become due and payable on achievement of the Milestones as set out in the Order Form or as otherwise set out in the Order Form.

The Charges set out in the Order Form are exclusive of:

- i) Value Added Tax; and
- ii) travel and subsistence expenses where agreed with the client..

These amounts shall be additionally payable by the Client.

AS WITNESS this Agreement has been signed on behalf of each party by its duly authorised representative as of the day and year first written above.

**SIGNED for and on behalf of AXIOLOGIK LIMITED**

Authorised Signatory	Title	Signed

**[other party’s full company name] Authorised Signatory**

Authorised Signatory	Title	Signed

**[End]**

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