

A low-angle, upward-looking photograph of several tall, classical-style buildings with many windows. The sky is a clear, vibrant teal color. A flock of small birds is flying in a loose V-shape across the center of the sky. A construction crane is visible in the upper right portion of the frame. The overall composition creates a sense of height and urban density.

**DN** GROUP

# Terms and Conditions

May 2024



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## 1. Introduction

### a. These Digital Native Group G-Cloud Special Cloud Services (“SCS”)

Terms and Conditions govern the provision of such services by Digital Native Group Limited (“Digital Native Group”) under a call-off agreement (“Call-Off Agreement”) as defined in the UK Government Procurement Services GCloud Services Framework Agreement between Digital Native Group and the Government Procurement Service (“Framework Agreement”). They apply between Digital Native Group and each party (“the Customer”) entering into a Call-Off Agreement.

## 2. Charges

1. The Customer is charged on a daily basis at the rates quoted in the Service Description and / or Call-Off Agreement. Fractions of a day are charged on an hourly pro rata basis.
2. These rates do not include Value Added Tax, which will be added to the amount of an invoice at the prevailing rate.
3. The charges quoted will be fixed for the period of service provision or 6 months, whichever is the shorter. Revised charges will be included in any published updates to the Service Description.

## 3. The Working Day and Overtime

- a. The normal working day is eight hours.

This may be subject to alteration by mutual agreement for work carried out on the Customer's premises. Overtime is charged at time and a half and work necessarily carried out during weekends, or public holidays is charged at double time.

## 4. Duties of Digital Native Group

1. Digital Native Group shall assign personnel of appropriate qualification and experience to perform the SCS.
2. Digital Native Group shall use all reasonable efforts to avoid changes to the personnel named in the Call-Off Agreement to perform the SCS. In the event of any such named personnel being unavailable to perform the SCS, Digital Native Group shall make all reasonable efforts to promptly replace such individual with another person of equivalent competence and experience.
3. Digital Native Group will exercise reasonable skill and care in performing the SCS and shall comply with the reasonable requests and directions of the Customer including complying with reasonable health, safety and security policies advised to Digital Native Group by the Customer while working on the Customer's premises.



## **5. Duties of the Customer**

1. The Customer shall, at its own expense, supply Digital Native Group with all documents, software, inventions, data or other materials and instructions necessary to perform the SCS in accordance with the Contract and shall retain copies of any such documents, software, data or other materials so supplied.

2. The Customer shall provide Digital Native Group with access to all personnel of the Customer and to its systems and software and, where Digital Native Group is required to work on the Customer's premises, accommodation and other assistance as may be necessary for performing the SCS.

3. The Customer shall, at its own expense, arrange all interviews and meetings with its own personnel that may have been agreed in any project plan forming part of the SCS.

4. The Customer confirms that it has or shall obtain appropriate insurance to cover Digital Native Group employees against loss or injury whilst performing the SCS at the Customer's premises or elsewhere (other than Digital Native Group premises) on its behalf.

## **6. Invoicing**

a. Unless specified otherwise in the Call-Off Agreement, invoices are submitted at the end of each calendar month, together with a report detailing activity and achievement for the project that month.

## **7. Cancellation**

a. When an end date has not been specified SCS involving the supply of staff on a time and materials basis, should either the Customer or Digital Native Group wish to terminate such provision prematurely, unless agreed otherwise the terminating party shall give four weeks written notice to the other.

## **8. Supplementary Documentation**

a. During the course of supply, Digital Native Group's obligations in respect of service provision may be further detailed in documents such as a Proposal, Project Plan or Specification ("Additional Documents"), which when referenced in the Call-Off Agreement will form part of the agreement between Digital Native Group and the Customer. Time shall not be of the essence in relation to the performance of such service provision.



## 9. Change Control

1. If additional work or expense is incurred by Digital Native Group as a result of a change in the Specification or Project Plan being made by the Customer, or by a failure or delay by the Customer in meeting his obligations in connection with the delivery of the Services, then such additional work or expense will be reasonably charged to the Customer over and above the price set in the Call-Off Agreement.

2. Any change proposed by either Digital Native Group or the Customer will be negotiated and agreed before the change is implemented. Changes involving additional consultancy will be priced using the standard or overtime consultancy rates as set out in the Call Off Agreement or SFIA Rate Card.

3. Digital Native Group will be entitled to charge for the work involved in preparing and responding to Customer change requests, whether or not the Customer agrees to go ahead with them.

## 10. Acceptance

a. Once any specified deliverables have been made available to the Customer they shall be accepted by the Customer ("Acceptance") and the Customer shall, if requested to do so, provide an Acceptance Certificate. Where no acceptance criteria have been specified then Acceptance will be on delivery.