

G-Cloud 14

Terms and Conditions



May 2024

Hitechs Terms and Conditions for the supply of G-Cloud 14 services:

All contracts are governed by these terms and conditions for all services provided by Hitechs. A separate Statement of Works along with the time frames will be agreed for all contracts.

Hitechs (www.Hitechs.co.uk) – Himanyu Technologies Limited is the trading name of our limited company.



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SUPPLIER: Himanyu Technologies Limited (www.Hitechs.co.uk)

CUSTOMER: To whom the G-Cloud 14 services are bring supplied.

SERVICES: G-Cloud 14 services provided by the supplier to the customer.

1. DEFINITIONS:

“Agreement” means the agreement between the customer and the supplier agreeing to terms and conditions, the schedules and rates.

“Assignment” means the period during the resources are supplied by the supplier to the customer.

“Calendar Week” means any period of 7 days.

“Engagement” means any type of agreement made by the customer and the supplier

“Expenses” means travel, accommodation and any subsistence expenses that are at reasonable costs incurred by the supplier.

“Normal Working Day” means any weekday.

“Normal working hours” means 09:00 to 17:00 BST

“Schedule” means duration of the work package agreed between the customer and the supplier.

“Statement of Works” means work agreement agreed by the customer and the supplier.

“Terms and Conditions” means all documents containing the work packages, timeframes, deliverables, costs and expenses.

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2. CONTRACT:

- 2.1 These terms and agreement constitute the contract between the Customer and the supplier for any G-Cloud 14 services provided by the supplier.
- 2.2 These terms are in agreement between both parties unless otherwise agreed in writing by the customer and supplier.
- 2.3 No variations or alterations to these terms shall be valid unless details of such changes are agreed between the customer and the supplier, and both have written agreement with varied terms with an effective date.

3. PAYMENTS AND CHARGES:

- 3.1 The supplier will use the SFIA rate card to charge the resource costs to the customer.
- 3.2 These rates will be agreed as part of the Statement of Works and both parties will sign the document.
- 3.3 The supplier will issue an invoice to the customer as outlined in the Statement of works.
- 3.4 The customer must pay the supplier with a period of 30 days following the receipt of invoice.
- 3.5 The customer must pay the supplier by bank transfer or cheque as agreed in the Statement of works.
- 3.6 In any unusual situations where the customer does not pay the supplier in agreement under the signed statement of works and terms & conditions then the supplier may:
 - (a) charge the customer an interest on the amount payable at 7% rate per annum above the Bank of England base rate.

4. DATA PROTECTION:

- 4.1 All information relating to the supplier resources are strictly confidential and where the information refers to a specific individual then it is subject to General Data Protection Regulation (GDPR) and is only provided by the supplier for the purpose of agreed services.
- 4.2 Such information will never be used for any other purposes or passed to any 3rd parties unless in agreement with the resource.
- 4.3 Both customer and the supplier's business information will be kept confidential unless otherwise agreed in writing.

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5. ACCESS:

- 5.1 The customer must provide appropriate access to the supplier resources (including sub-contractors)
 - a. Customers premises
 - b. IT systems and data centres
 - c. Login details of the requirement resources
 - e. any other materials required to complete the work as defined in the statement of work.
- 5.2 The supplier will provide details of the contractors and sub-contractors if requested.
- 5.3 The customer and supplier will have an agreement on the reporting and monitoring mechanism before the kick-off.

6. TERMINATION:

- 6.1 Either party may terminate the assignment by giving to the other party in writing not less than 30 days.
- 6.2 Notwithstanding any provisions either party may terminate the assignment immediately where:
 - 6.2.1 Other party or party resources acted in breach of contract
 - 6.2.2 Other party continues to breach contract even after signed agreement.
 - 6.2.3 Other party is dissolved.
 - 6.2.4 Other party ceases to conduct (or substantially all) all of its business.
 - 6.2.5 Other party is unable to pay its debts as they fall due.
 - 6.2.6 Other party becomes insolvent or is declared insolvent.

7. NOTICES:

- 7.1 Any notices in accordance with the agreement and terms and conditions shall be in writing.
- 7.2 Such notices may be delivered personally or
- 7.2 Such notices should be posted by first class prepaid post to the registered party.

8. SUBCONTRACTS:

8.1 Unless otherwise stated or explicitly mentioned in terms and conditions, the supplier may subcontract any of the work under the assignment.

8.2 The supplier will remain fully responsible for the delivery and any other terms to the customer.



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