

Terms and Conditions for G-Cloud Services

Definitions

“Cliff42”	Cliff42 Ltd (registered company no: 13373180) of 27, Old Gloucester Street, London, WC1N 3AX
“Customer”	Refers to any body or organisations requiring services to be provided by Cliff42 through the Crown Commercial Services (CCS) G-Cloud 14 Framework
“All Parties”	Refers to both Cliff42 and the Customer involved with the delivery and receipt of services in an Engagement
“Services”	Refers to the consultancy and expertise delivered by Cliff42 as requested by the Customer through the CCS G-Cloud 14 Framework under the Lot/s for which Cliff42 can provide Services
“Engagement”	Refers to all aspects of the request, contract, delivery and payment for the Services by a Customer and subsequently delivered by Cliff42
“Charges”	The fees payable to Cliff42 by the Customer for the provision of the Services
“Framework Agreement”	Refers to the CCS G-Cloud 14 Framework
“Confidential Information”	Means information in whatever form including, without limitation, all and any written or virtual intellectual property including but not exclusively technology, methodology, existing and planned projects, research and development and details of suppliers and customers and stakeholders relating to the business, clients, customers, products, affairs and finances of Cliff42 or its clients whether or not such information is marked confidential

The Services

1. The scope of the Services Cliff42 will provide is described in the completed Order Form and agreed by All Parties prior to the commencement of the Services by Cliff42.
2. In addition to the terms contained in these Terms and Conditions, the terms contained in the Framework Agreement, the completed Order Form and the Call Off Contract will apply to the provision of services by Cliff42 to the Customer and form the contract between the parties.
3. In the event of the Customer requiring a change to the agreed Services at any point of the Engagement, Cliff42 shall be able to charge additional Charges as reasonable,

necessary and agreed by All Parties.

4. The services, wherever possible will have a defined start and end date. If there are no defined dates, the Services will be deemed to have commenced on the date Cliff42 starts to deliver the Services and to have been completed when All Parties agree that the Services have been delivered.
5. Cliff42 will work collaboratively with the Customer but shall be permitted to determine how it will provide the Services and will have the flexibility to determine the number of hours required and the times worked to complete the Services. Cliff42 is responsible for maintaining reasonable continuity in the personnel providing Services but reserves the right, in its sole discretion, to make changes from time to time; no additional charge will be made for any handover period and Cliff42 remains responsible for Services performed by any individual on its behalf.
6. Cliff42 will comply with the reasonable operating requirements of the Customer. Cliff42 will be at liberty to determine the location at which it will provide Services but where best undertaken at the Customer's site, Cliff42 will comply with any reasonable requirements relating to the operational requirements in relation to the Customer's site.

Fees and costs

7. Charges payable to Cliff42 for the delivery of the Services will be agreed in writing by All Parties prior to the commencement of the Services and will be in line with the Pricing Document as displayed on the Digital Marketplace, G-Cloud Suppliers web portal.
8. VAT will be payable at the applicable rate on the entirety of the Charges.
9. Unless otherwise specified, Cliff42 will submit an invoice for Charges at the end of each calendar month throughout the Engagement and also at the completion date of the Services. The Customer agrees to pay the Charges within 30 days of the date of each invoice supplied by Cliff42.
10. Expenses incurred by Cliff42 while providing Services are only payable by the Customer as specified in the Pricing Document on the G-Cloud 14 web portal.
11. Details of and any additional terms relating to our fees will be provided in the completed Order Form.
12. Cliff42 may charge interest on unpaid charges from the date they become due. Interest will be calculated at the annual rate of 5% above the Bank of England's base rate.

Customer Obligations

13. The Customer shall advise Cliff42 of any special health and safety matters and of any requirements imposed by law or by any professional body, which must be satisfied for Cliff42 to provide Services, properly, safely and successfully.

14. The Customer will ensure that Cliff42 is provided with all relevant, reliable information and documentation needed in good time to perform the Services adequately as required.
15. The Customer will give all decisions and approvals in a timely manner and provide any additional assistance which Cliff42 may reasonably request.

Cliff42 Obligations

16. Cliff42 will provide the Services in good faith with reasonable experience, skill and care. Cliff42 will provide a designated individual to act as the principal representative in dealings with the Customer in the delivery of the Services.
17. Cliff42 will use all reasonable endeavours meet schedules and agreed levels of delivery but has no responsibility for any delays or impeding factors which are because of reasons beyond Cliff42's control. Cliff42 will keep the Customer regularly updated on any matters which may have an adverse impact on delivery.

Liability

18. None of Cliff42's employees, staff or associates will be personally liable to the Customer for providing Services under these Terms or for any loss or damage arising out of it, however arising, and the Customer waives any such claim. Cliff42 employees, staff and associates shall have the benefit of this clause such that they have the right to enforce this clause on their own behalf.
19. Cliff42's maximum aggregate liability to the Customer in this matter shall be limited to the amount specified in the Order Form or £100,000 including interest and costs, whichever is the lower, except where it may not lawfully exclude or limit liability.
20. Each party expressly excludes liability for consequential loss or damage, loss of profit, business revenue, goodwill or anticipated savings. Neither party will exclude or limit liability for death or personal injury.
21. The Customer shall indemnify and keep indemnified Cliff42 against any costs, claims damages, expenses or liabilities incurred by Cliff42 arising out of the provision of Services or arising out of any non-compliance with and/or as a result of any breach of the agreement by the Customer.
22. Cliff42 shall maintain Public Liability insurance not less than £1,000,000 and Professional Indemnity Insurance which has a limit of indemnity of not less than £1,000,000 for the period of the engagement.

Confidentiality

23. No Confidential Information disclosed by either party shall be passed on or utilised by the other party, its employees, agents, contractors or any other party other than for the purposes of this agreement.

24. This obligation does not apply to information known to the receiver before disclosure by the other party or information which becomes public knowledge without fault on the part of the receiver or disclosures made to the extent required by some applicable or legal regulatory requirement.

Intellectual Property

25. All copyright, trademarks, patents and other intellectual property rights deriving from the provision of the Services by Cliff42 shall remain the property of Cliff42. Subject to the Customer paying all Charges and expenses where due, the Customer shall have the right to use all documentation, reports and data generated by Cliff42 during the provision of the Services going forward, as long as the purpose is directly related to or under the original scope of the Services.

Delivery

26. Cliff42 may assign or sub-contract its obligations with respect to the delivery of some services but will ensure the customer is aware during scoping. Once delivery has been agreed, Cliff42 will not assign or sub-contract further without the consent of the Customer. In the event of Cliff42 wishing to sub-contract a portion of the Services the Customer will not incur further cost if consent is given.

Termination

27. Either party may terminate any Engagement by one month's written notice to the other or by immediate written notice if the other is in material breach or if the other becomes insolvent.
28. On termination instigated by either party, the Customer will pay Cliff42 all Charges and expenses that are due in full, up until the termination date.

Law and Jurisdiction

29. This agreement and terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.