



## Reply Terms and Conditions for G-Cloud 14

# TERMS AND CONDITIONS

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# 1 INTRODUCTION

## 1.1 Introduction

Reply (the Supplier) accepts all the terms under the GCloud framework agreement, the information below relates to additional detail for transparency. The Supplier is willing to be flexible within reason, and mutually agreed deviations from the terms below can be agreed and embedded in the Call-off Contract.

## 1.2 Payment

The Supplier requires Buyers to conform to industry good practice of issuing Purchase Orders within 10 working days of contract signature and payment of undisputed invoices 30 days net. We will provide onboarding information immediately at contract signature. All invoices shall be raised either via email or on the Buyer's Procure-to-Pay portal.

## 1.3 Travel and Subsistence

Wherever possible, appropriate and where it is efficient Reply policy is to use public transport. Travel and subsistence that may be required in pursuance of work package objectives, shall be charged at HMRC approved rates, Reply shall ensure all expenses are supported by a receipt, except business mileage.

- Business Mileage shall be charged at HMRC Motor Mileage Allowance (MMA) rates.
- Rail travel shall be standard class except for journeys including and over 3 hours in duration, when First Class travel can be used. First Class travel may be used on shorter journeys but only where the journey can be booked in advance at a price that is cheaper than a standard price fare, and where First Class travel can be justified,
- Air travel shall be economy class except for flights including and over 5 hours in duration, when business class travel shall be used,
- Accommodation of no less than 3\* or equivalent shall be used if required.
- Meals will be charged based on Reply's policy and dispensations agreed with HMRC or HMRC guidelines at the point in time the costs are incurred.
- All travel other than business mileage shall be based on actual cost.

## 1.4 Intellectual Property

Reply has considerable Intellectual Property (IP) developed over many years and constantly is evolving. Background IP rights for Reply materials shall be retained where such materials

are used in the delivery of engagements.

## **1.5 Data Protection**

Data shall be protected in accordance with extant legislation and regulations but Reply will be cognisant of local policy and process. Wherever possible Buyer data shall only be held on Buyer infrastructure. Reply is registered with the ICO.

## **1.6 Duty of Care and Health and Safety**

Reply retains a Duty of Care to its' employees and those attending its premises for any reason, subject to employees and persons taking all reasonable precautions and actions to ensure their and others safety and care. Reply expects the same from all other bodies with which Reply work or premises Reply attend for any reason. Where there may be special Health & Safety risks at any time they shall be highlighted when at Reply Offices, and Reply expect the same from clients. Reply shall comply with the Buyer's H&S policy and process presented by Buyer.

## **1.7 Standards Compliance**

Reply is accredited as follows:

- ISO 9001
- ISO 14001
- ISO 27001
- ISO 45001
- Cyber Essentials Plus
- Operational Head Office is a Police Assured Secure Facility (PASF) up to and including Official-Sensitive, as assessed by Police Digital Services (PDS)

All employees are BPSS checked and eligible employees are typically SC Cleared as a matter of course.