



# **For CCS: Terms and Conditions Document G-Cloud 14**

**Ref: G-Cloud 14 V1.0**

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## 1 Overview

Our service provides experienced human resources to help public sector clients on cloud projects.

These resources include consultants, analysts, engineers and project managers.

## 2 Terms and Conditions

1. Our quotation and these terms and conditions contain the complete agreement between us, 4C Strategies Limited, and you, our client: there are no other terms and conditions governing our agreement. So that you and we know exactly what our obligations to you are, our quotation sets out those obligations and our representations to you in full: the content of our Quotations supersedes all earlier communications with you. Where there is any discrepancy between these terms and conditions and the quotation then the quotation takes preference.
2. If you wish to accept our quotation you must do so in writing. Your acceptance of our quotation indicates that you agree to the contents of that quotation and to these terms and conditions.
3. If you wish to amend the project or our brief you must let us have full written details and any information we request. We will then let you have a written quotation which will inform you of any changes to our fees and to the timetable for the project. If you accept that quotation, our proposal will be amended accordingly.
4. If you and we agree to amend our quotation and/or these terms and conditions, that amendment must be recorded in writing and signed by one of our directors and by your authorised representative. If this procedure is not followed, the amendment will not be effective.
5. Except where specifically agreed otherwise we quote fixed fees, which include our expenses except for travel outside of the UK mainland. Before we incur any expenses on such travel we will agree them with you.
6. You should pay our charges as soon as you receive our invoice. VAT is payable in addition to our fees. If you do not pay on time we may suspend work.
7. If you do not pay our fees within 30 days after receiving our invoice, we may charge you interest at 4% per annum above the base rate of Lloyds Bank from time to time. Interest is calculated daily. Our claiming interest will not affect any other rights we may have.
8. We will use reasonable efforts not to disclose to any unauthorised person any confidential information, which you give to us.



9. You will not own the copyright in any material we prepare and you may not copy that material or pass it on to someone else unless you need do so in order to implement or manage the project for which we prepared the material. All intellectual property rights remain with 4C Strategies Ltd.
10. You agree to: i) let us have access to your premises; ii) ensure those premises are safe; iii) let us have secretarial and other facilities we need to act as your consultants; iv) make sure your staff co-operate with us; v) let us have all information we need; and vi) appoint someone who has authority to take decisions on your behalf to liaise with us.
11. Neither you nor we will be responsible for delays caused by circumstances outside our control. If that happens, we or you (depending on who is delayed) will be given an extension of time at least as long as the delay.
12. We do not exclude or limit our liability for death or personal injury caused by our negligence. In any other circumstances our liability to you, however it arises, is limited to a total of £1,000,000.
13. We may terminate our agreement with you if: i) you breach your part of our agreement and you do not remedy that breach within 14 days of our asking you to remedy it; or ii) you cannot pay your debts as they become due.
14. Any indications of timescales in our quotation are estimates only. You may not terminate our agreement simply because we fail to keep strictly to them.
15. We will not be responsible for any damage or delay arising if you do not give us complete and accurate information or if you do not comply with condition 10 above.
16. Our agreement with you is made under English law, and, if we cannot resolve any dispute amicably, we will resolve it in the English courts.