



TERMS & CONDITIONS OF BUSINESS

G-CLOUD 15 - Lot 3 (Cloud Support)

Date: January 2026

1 Application

- 1.1 These Terms and Conditions apply to the provision of digital development, consultancy, application support and related professional services ("Services") by Blue Frontier IT Ltd ("Supplier") to the client ("Client").
- 1.2 In the event of conflict between these Terms and Conditions and any other terms and conditions, the following order of precedence shall apply where the Services are procured under the G-Cloud 15 Framework:
1. The G-Cloud 15 Framework Agreement
 2. The applicable Call-Off Contract
 3. These Terms and Conditions

2 Definitions and Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires:

"Supplier"	means Blue Frontier IT Ltd of Unit 1, The Woodford Centre, Old Sarum, Salisbury, Wilts.
"Client"	means any organisation purchasing Services from the Supplier.
"Services"	means the professional services described in the Proposal.
"Proposal"	means a quotation, statement of work or similar document describing the Services.
"Agreement"	means the contract formed between the Supplier and the Client incorporating these Terms and Conditions.
"Intellectual Property Rights"	means all intellectual property rights recognised in any jurisdiction.
"Arbitrator"	means the party nominated to resolve a dispute between the Supplier and the Client.

3 General

- 3.1 These Terms and Conditions shall apply to the Agreement for the supply of Services by the Supplier to the Client and shall supersede any other documentation or communication between parties.
- 3.2 Any variation to these Terms and Conditions must be agreed in writing by the Supplier.
- 3.3 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute, law or regulation.

4 Proposal

- 4.1 The Proposal for Services is attached to these Terms and Conditions.
- 4.2 The Proposal for Services shall remain valid for a period of 60 days.
- 4.3 The Proposal must be accepted by the Client in its entirety.
- 4.4 The Agreement between the Supplier and the Client, incorporating these Terms and Conditions, shall only come into force when the Supplier confirms acceptance in writing to the Client.

5 Services and Delivery

- 5.1 The Services are as described in the Proposal.
- 5.2 Any variation to the Services must be agreed by the Supplier in writing.

- 5.3 The Services shall commence on receipt of a countersigned Letter of Engagement and Purchase Order and continue until terminated by either party giving not less than 7 days' notice in writing or unless terminated according to the terms of this Agreement.
- 5.4 The Services shall be carried out at the place of work of the Supplier or the Client or any other location that the Supplier deems appropriate.
- 5.5 Dates given for the delivery of Services are estimates only and not guaranteed. Time for delivery shall not be of the essence of the Agreement and the Supplier shall not be held liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery.

6 Price and Payment

- 6.1.1 The price for Services is as specified in the Proposal and is exclusive of VAT and any other charges as outlined in the Proposal.
- 6.1.2 The terms for payment are as specified in the Proposal.
- 6.1.3 All direct costs and expenses incurred by the Supplier in connection with the provision of the Services will be re-charged at cost or according to standard charges as described in the Proposal and are payable by the Client on production of the appropriate receipts.
- 6.1.4 The Client must settle all payments for Services within 30 days from the invoice date.
- 6.1.5 The Client will pay interest on all late payments at a rate of 8.00% per annum above the base lending rate of Barclays Bank.
- 6.1.6 The Supplier is also entitled to recover all reasonable expenses incurred in obtaining payment from the Client where any payment due to the Supplier is late.
- 6.1.7 The Client is not entitled to withhold any monies due to the Supplier.
- 6.1.8 The Supplier is entitled to vary the price to take account of:
 - i. any additional Services requested by the Client which were not included in the original Proposal;
 - ii. any additional work required to complete the Services which was not anticipated at the time of the Proposal;
 - iii. any reasonable increase in hourly rate, if applicable;
and any variation must be intimated to the Client in writing by the Supplier.

7 Client Obligations

- 7.1 The Client agrees to cooperate with the Supplier and shall provide any support, information and facilities to the Supplier as may be required.
- 7.2 The Client agrees to refrain from directly or indirectly recruiting any person employed or engaged by the Supplier for the purpose of providing the Services for a period of six months following completion of the Services. The Supplier shall agree not to directly or indirectly recruit any person employed by the Client for a period of 12 months following the end date of the engagement.

8 Supplier Obligations

- 8.1 The Supplier shall supply the Services as specified in the Proposal.

- 8.2 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.
- 8.3 The Supplier shall have the authority to delegate any obligations to other employees or subcontractors but undertakes to notify the Client of any significant changes to personnel.

9 Confidentiality

- 9.1 The Supplier shall keep secret and confidential all information relating to the business or affairs of the Client, the Clients subsidiaries and the Clients customers.
- 9.2 The Supplier shall ensure that any other parties to whom work has been delegated will sign an appropriate secrecy undertaking.

10 Intellectual Property Rights

- 10.1 The Supplier shall take all reasonable steps to ensure that they, or others to whom work has been delegated, refrain from causing damage to the Intellectual Property Rights belonging to the Client.
- 10.2 The Client shall not distribute any Intellectual Property Rights belonging to the Supplier to any third party without the written consent of the Supplier.
- 10.3 Any Intellectual Property Rights created as a result of the Services shall belong to the Supplier unless provision has been made to the contrary in the Proposal.
- 10.4 The Client and the Supplier shall not infringe the Intellectual Property Rights of any third party during the term of this Agreement.

11 Termination

- 11.1 The Agreement shall continue until the Services have been provided in terms of the Proposal or any subsequent date as mutually agreed in writing by both parties or until terminated by either party in accordance with these Terms and Conditions.
- 11.2 The Client may terminate the Agreement if the Supplier fails to comply with any aspect of these Terms and Conditions and this failure continues for a period of 2 weeks after notification of non-compliance is given.
- 11.3 The Supplier may terminate the Agreement if the Client has failed to make over any payment due within 2 weeks of the sum being requested.
- 11.4 Either party may terminate the Agreement by notice in writing to the other if:
- a. the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
 - b. the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or
 - c. the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - d. the other party ceases to carry on its business or substantially the whole of its business; or
 - e. the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

- 11.5 In the event of termination, the Client must make over to the Supplier any payment for work done and expenses incurred up to the date of termination.
- 11.6 Any rights to terminate the Agreement shall be without prejudice to any other accrued rights and liabilities of the parties arising in any way out of the Agreement as at the date of termination.

12 G-Cloud Framework Termination

- 12.1 Notwithstanding any other provision in these Terms and Conditions, where the Services are procured under the G-Cloud 15 Framework, the Buyer may terminate the Agreement for convenience by providing no less than ninety (90) days' written notice, in accordance with the G-Cloud 15 Framework Agreement.
- 12.2 In the event of termination under this clause, the Buyer shall pay the Supplier for Services properly delivered up to the effective termination date.

13 Contract Term and Renewal

- 13.1 Where Services are procured under the G-Cloud 15 Framework, this Agreement shall not automatically renew beyond the agreed contract term. Any extension or renewal must be expressly agreed in writing by both parties in advance and in accordance with applicable public sector procurement regulations.

14 Arbitration

- 14.1 Any dispute arising under this Agreement will be referred to and decided by the Arbitrator.
- 14.2 The Arbitrator will be appointed by application to be confirmed.
- 14.3 A party wishing to refer a dispute to the Arbitrator shall advise the other party of this intention in writing at any time during the term of this Agreement. The dispute must then be referred to the Arbitrator within seven (7) days of this intention being intimated.
- 14.4 The Arbitrator shall act impartially and be free to take the initiative in ascertaining the facts and the law. The Arbitrator must reach a decision within twenty-eight (28) days of referral or such longer period as the parties may agree.
- 14.5 During the period of arbitration both parties must continue with their obligations as stated in this Agreement.
- 14.6 The decision of the Arbitrator is binding on both parties unless and until revised by legal proceedings or agreement by both parties.

15 Warranty

Both parties warrant their authority to enter into this Agreement and have obtained all necessary approvals to do so.

16 Limitation of Liability

- 16.1 The Supplier shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 16.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury, however the Supplier shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of

the sum insured under the professional indemnity insurance policy held by the Supplier in the insurance year in which the Client's claim is first notified.

17 Indemnity

The Client shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise directly or indirectly from the Client's breach of any of its obligations under these Terms and Conditions.

18 Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

19 Assignment

The Client shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

20 Relationship of Parties

Nothing in the Agreement shall be construed as establishing or implying a partnership or joint venture between the parties or suggest that either of the parties are agents for the other.

21 Third Party Rights

Nothing in these Terms and Conditions intend to or confer any rights on a third party.

22 Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

23 Waiver

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions.

24 Notices

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Proposal or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

25 Entire Agreement

These Terms and Conditions supersede any previous agreements, arrangements, documents or other undertakings either

written or oral.

26 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

27 Data Protection

For all matters relating to data protection please contact Blue Frontier IT Limited, Unit 1, The Woodford Centre, Old Sarum, Salisbury, SP4 6BU, by using the email address: info@bluefrontier.co.uk or, alternatively, call 01722 744574.

We take data protection seriously and are fully cognisant of, and compliant with, both GDPR and PECR.

We are registered with the ICO as Data Controllers and processors (Registration Number 00045892331).

As part of any contractual engagement with our clients we will, necessarily, record certain contact information within our internal management systems. This information may include:

- Contact Names
- Billing and contact postal addresses
- Email addresses
- Phone numbers

This information is collected in order to engage contractually with current and prospective clients and to provide them with information on related services and products and to keep our clients informed as to the range of products and services on offer.

We will never sell, lease or otherwise pass your information to third parties without prior consent.

Should we process information on your behalf, other than for the purposes of client communication, email messaging and contractual fulfilment, this processing activity will be addressed by way of an addendum to this agreement.

Your data will be stored for the term of the agreement and for a further 7 years following termination of the agreement to meet our statutory financial regulatory requirements.

Any personal data collected as part of an agreement is subject all rights detailed under GDPR including the rights to request:

- Erasure Rectification
- Cessation of processing
- Exclusion from profiling / automated decision making Access in a portable format
- Objection
- Restriction of processing

If you feel we have not fulfilled our obligations under the regulation, you are also entitled to raise a complaint with the Information Commissioner's Office.