



Testing Performance Ltd

G-Cloud 15

General Terms and Conditions for Advisory/Support Services

Service Definition - Agile Coaching

Terms and Conditions

G-Cloud Lot 3 Cloud Support Services

Supplier: Testing Performance Ltd

1. Introduction and precedence

These Terms and Conditions apply to services provided by Testing Performance Ltd ("Testing Performance") under the GCloud framework, including Lot 3 Cloud Support Services.

Where there is any conflict between these Terms and Conditions and the Crown Commercial Service (CCS) Call-Off Contract, the CCS Call-Off Contract shall take precedence.

These Terms and Conditions apply unless otherwise varied in writing and agreed by both parties as part of a Statement of Work.

2. Scope of services

Testing Performance provides professional advisory, assurance, testing, and delivery support services as described in the relevant G-Cloud service definitions.

Services are provided on a best-endeavours basis using reasonable skill and care. Testing Performance does not guarantee specific outcomes, delivery timescales, or business benefits unless explicitly agreed in writing.

Unless expressly stated, services do not include software development, hosting, operational service management, or the provision of cloud infrastructure.

3. Supplier responsibilities Testing Performance will:

- Provide suitably skilled and experienced personnel
- Deliver services in accordance with agreed scope and governance arrangements
- Act in accordance with applicable laws and regulations
- Maintain appropriate information security and quality management practices

4. Customer responsibilities The

customer will:

- Provide timely access to relevant personnel, systems, and information
- Make decisions required to enable service delivery
- Ensure appropriate internal governance, legal, and policy approvals
- Remain responsible for statutory, operational, and policy decisions

5. Change control

Any change to the scope, approach, or deliverables must be agreed in writing.

Where a change impacts cost, timescale, or resourcing, these impacts will be agreed before work proceeds.

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6. Charges and payment

Unless otherwise agreed, services are provided on a time-and-materials basis using SFIA-aligned rates.

Invoices are issued monthly in arrears. Payment terms are 30 days from invoice date, unless otherwise agreed in the Call-Off Contract.

7. Intellectual property

The customer retains ownership of all customer data and materials.

Upon payment, the customer is granted a perpetual, non-exclusive, royalty-free licence to use any deliverables created specifically for the customer as part of the services.

Testing Performance retains ownership of its background intellectual property, methodologies, tools, and knowhow.

8. Confidentiality and data protection

Each party will treat confidential information as confidential and use it only for the purposes of service delivery.

Testing Performance will process personal data in accordance with UK GDPR, data protection legislation, and the Call-Off Contract.

9. Use of AI and automation

Where AI or automation tools are used, they are used to support analysis, documentation, and efficiency.

AI tools do not make automated or statutory decisions on behalf of the customer. Human oversight is retained by the customer at all times.

Customer data is not used to train AI models unless explicitly agreed in writing.

10. Liability

Each party's liability is limited in accordance with the CCS Call-Off Contract.

Neither party is liable for indirect or consequential loss, except where prohibited by law.

11. Termination

Either party may terminate services in accordance with the Call-Off Contract.

On termination, Testing Performance will return customer materials and support reasonable handover activities as agreed.

12. Governing law

These Terms and Conditions are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

End of document