



Terms and conditions

This document outlines the key terms, conditions, and operating principles under which Butterfly Projects Limited will deliver Specialist Cloud and Analytics Services in accordance with the Framework Agreement.

All terms and conditions provided within the framework agreement apply, and in addition the general terms of business under which we propose to supply Specialist Cloud Services are set out below:

Definitions

“Acceptance criteria” means the acceptance criteria for any deliverables specified in an order. “Agreement” means the Call Off agreement entered into under the Framework Agreement between the Customer and Butterfly Projects Limited (also known as Butterfly Data).

“Data Controller” means the person within the customer organisation who is registered with the Information Commissioner’s Office as being responsible for data protection.

“Deliverables” means the final outputs of the project work as defined in the order.

“Services” are as defined in the service definition documents.

Ordering

There are several services available and these may be procured individually or as a combined service. As an analytics solution provider our work is charged on a daily rate basis rather than an annual license fee. For each project we undertake we will assist the customer in defining specific deliverables, milestones, and dependencies. No work will commence until we have received a purchase order, authorised by the appropriate budget holder within the customer organisation.

Invoicing

We will submit invoices in arrears on a monthly basis via email to your nominated contact person or via your online system as appropriate. Invoices should be paid within 30 days via BACS to the account details presented on the invoice.

Services

We shall perform the services and provide the deliverables with reasonable skill and care and shall behave in a professional manner, complying with reasonable regulations relating to security, health and safety and personal conduct. If there is any failure in the supply of the service, the customer shall notify Butterfly Projects

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in order to give an opportunity for the failure to be rectified. Where no acceptance criteria have been explicitly defined then you shall be deemed to have accepted the relevant deliverable on delivery.

Data protection

The customer remains the 'data controller' at all times, we do not provide infrastructure as a service so your data will be hosted on your own infrastructure or an on-demand cloud service with a level of security appropriate to the sensitivity of the data stored. Any Freedom of Information requests would therefore apply to the customer rather than to Butterfly Projects, but we would assist as necessary – with time spent charged at the same rate as for the project work.

Termination

Defined in the top-level framework agreement.

Liability

Defined in the top-level framework agreement.

Customer responsibilities

Dependencies on customer cooperation will be highlighted at the project planning stage.

Service constraints and dependencies

In order to carry out the project work we will require access to customer systems.