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Terms & Conditions for G-Cloud 15

Supplier Furnished Terms
(*Framework Reference: RM1557.15*)

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Sans Souci Consulting Limited is a company incorporated under the laws of Northern Ireland
Registered Office: Lisdarragh House, 23 Derryvolgie Avenue, Belfast, BT9 6FN
Company Number: NI065960



Contents

Contents	2
Introduction	3
Parties	3
Definitions	3
General Terms	3
1. Services.....	3
2. Contract Duration	4
3. Changes and Additional Services	4
4. Duties of Sans Souci	4
5. Platform Services (Lot 2b SaaS)	5
6. Service Levels	5
7. AI and Technology Services	6
8. Duties of the Customer	7
9. Exit Management and Data Portability	7
10. Intellectual Property	8
11. Invoicing and Payment.....	8
12. Liability.....	9
13. Insurance.....	9
14. Data Protection	9
15. Confidentiality.....	10
16. Security and Compliance	10
17. Social Value and Sustainability.....	10
18. Accessibility.....	11
19. Business Continuity.....	11
20. Termination	11
21. Force Majeure	12
22. Dispute Resolution	12
23. Notices.....	12
24. References and Case Studies	12
25. General Provisions.....	12
Contact Information.....	13



Introduction

These Supplier Furnished Terms apply to services provided by Sans Souci Consulting Limited ("Sans Souci") under the G-Cloud 15 Framework Agreement (RM1557.15). They are supplementary to the Public Sector Contract (PSC) General Terms and the G-Cloud 15 Framework Schedules, Joint Schedules, and Call-Off Schedules.

In accordance with Framework Schedule 6, these Supplier Furnished Terms take precedence below the Order Form, Joint Schedule 1 (Definitions), and Framework Special Terms, but above the Joint Schedules and Call-Off Schedules in the order of precedence.

Where there is any conflict between these Supplier Furnished Terms and the PSC General Terms or Framework documentation, the PSC General Terms and Framework documentation shall prevail to the extent of any inconsistency.

Parties

THIS AGREEMENT is made between:

1. The Buyer as identified in the Call-Off Order Form (the "Customer"); and
2. Sans Souci Consulting Limited, a company incorporated under the laws of Northern Ireland with registered office at Lisdarragh House, 23 Derryvolgie Avenue, Belfast, BT9 6FN ("Sans Souci")

Both referred to as a "Party" and together as the "Parties".

Definitions

In addition to definitions in Joint Schedule 1, the following terms shall have the meanings set out below:

"Business Hours" means 09:00 to 17:30 Monday to Friday, excluding UK public holidays and Northern Ireland bank holidays.

"Platform Services" means SaaS solutions provided under Lot 2b, including the Lynq Insights platform and related AI-enabled services.

"Professional Services" means consultancy, advisory, and support services provided under Lot 3.

"Service Availability" means the percentage of time the Platform Services are operational and accessible, excluding Scheduled Maintenance.

"Scheduled Maintenance" means planned maintenance activities notified to the Customer at least five (5) business days in advance.

General Terms

1. Services

1.1 Sans Souci shall provide the Services as specified in the Call-Off Order Form and any associated Statement of Work (SOW) in accordance with the terms of the G-Cloud 15 Framework Agreement and these Supplier Furnished Terms.

1.2 The Statement of Work shall contain: a description of Services to be provided; the timeframe and project milestones; Sans Souci and Customer responsibilities; and reference to these terms with any agreed exceptions.



1.3 Services may be provided on-site, remotely, or through a combination of delivery methods as agreed in the SOW.

1.4 Sans Souci shall perform the Services with reasonable skill and care and in accordance with Good Industry Practice.

2. Contract Duration

2.1 In accordance with the G-Cloud 15 Framework, Call-Off Contracts for Lot 2b (SaaS) and Lot 3 (Cloud Support) services may be entered into for an initial period of up to four (4) years.

2.2 Call-Off Contracts may include optional extension periods of up to two (2) years, subject to agreement between the Parties, provided the total contract duration does not exceed six (6) years.

2.3 Any extension shall be agreed in writing and subject to the terms in force at the time of extension.

3. Changes and Additional Services

3.1 The Customer may request changes to the Statement of Work in writing. If agreed by Sans Souci, the change may be accepted. Changes to scope may incur additional costs, which shall be detailed by Sans Souci in writing. If accepted by both Parties, a revised SOW shall be formalised and agreed.

3.2 Sans Souci shall be entitled to charge for the work involved in preparing and responding to Customer change requests, whether or not the Customer agrees to implement them.

3.3 Additional services may be ordered by the Customer by extension or issue of a Call-Off agreement or upon written request.

3.4 Sans Souci shall provide support services as outlined in the SOW and in accordance with the applicable Service Definition.

3.5 Pricing may be adjusted at framework re-opening windows (18 months and 36 months post-award) in accordance with G-Cloud 15 procedures and subject to mutual agreement for existing Call-Off Contracts.

4. Duties of Sans Souci

4.1 Sans Souci shall provide personnel of appropriate qualification and experience to execute the SOW.

4.2 Sans Souci shall use all reasonable efforts to avoid changes to personnel executing the SOW. Where changes are unavoidable, Sans Souci shall provide personnel of equivalent qualification and experience.

4.3 The SOW shall be executed in a professional manner and in accordance with good industry practices.

4.4 If elements of the SOW require Sans Souci personnel to be present on a Customer site, Sans Souci shall adhere to Customer health, safety, and security policies.

4.5 Sans Souci shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

4.6 Sans Souci may subcontract its obligations but shall remain fully responsible to the Customer for the performance of such obligations. Any Key Subcontractors shall be identified in accordance with Joint Schedule 4.



4.7 Sans Souci shall facilitate security clearance processes for personnel where required by the Customer, subject to individual consent and eligibility.

5. Platform Services (Lot 2b SaaS)

5.1 This section applies to Platform Services provided under Lot 2b, including the Lynq Insights platform and related AI-enabled SaaS solutions.

Service Availability

5.2 Sans Souci shall use reasonable endeavours to ensure Service Availability of 99.5% measured on a monthly basis, calculated as: $((\text{Total minutes in month} - \text{Downtime minutes}) / \text{Total minutes in month}) \times 100$.

5.3 Service Availability excludes: Scheduled Maintenance; emergency maintenance required for security or stability; downtime caused by Customer actions or third-party services outside Sans Souci's control; and Force Majeure Events.

Data Hosting and Security

5.4 Customer data shall be hosted in UK-based data centres unless otherwise agreed in writing. Sans Souci shall not transfer Customer data outside the United Kingdom without the Customer's prior written consent.

5.5 Sans Souci shall implement and maintain appropriate technical and organisational security measures, including: encryption of data at rest and in transit; access controls and authentication; network security and monitoring; and regular security assessments.

5.6 Platform Services operate on a multi-tenant architecture with logical separation of Customer data. Sans Souci shall ensure that no Customer can access another Customer's data.

Backup and Recovery

5.7 Sans Souci shall perform automated backups of Customer data at least daily. Backups shall be retained for a minimum of thirty (30) days.

5.8 In the event of data loss, Sans Souci shall restore Customer data from the most recent available backup within twenty-four (24) hours of notification.

Platform Updates and Maintenance

5.9 Sans Souci shall provide regular platform updates including security patches, bug fixes, and feature enhancements at no additional cost.

5.10 Scheduled Maintenance shall be performed outside Business Hours where practicable. The Customer shall receive at least five (5) business days' notice of Scheduled Maintenance.

5.11 Emergency maintenance required for security or stability may be performed with shorter notice. Sans Souci shall notify the Customer as soon as reasonably practicable.

Service Discontinuation

5.12 Sans Souci shall provide at least twelve (12) months' written notice of any intention to discontinue a Platform Service, during which time the Customer may export their data in accordance with Section 9.

6. Service Levels

6.1 Sans Souci shall provide support in accordance with the following service level targets:



Priority	Description	Response Time	Resolution Target
P1 - Critical	Complete service failure or major functionality unavailable	1 hour	4 hours
P2 - High	Significant degradation affecting multiple users	4 hours	8 hours
P3 - Medium	Limited impact with workaround available	1 business day	5 business days
P4 - Low	Minor issue, enhancement request, or query	2 business days	10 business days

6.2 Response times are measured from receipt of a support request during Business Hours. Requests received outside Business Hours shall be deemed received at the start of the next business day.

6.3 For Platform Services with 24/7 On-Call support (where specified in the SOW), P1 Critical issues shall receive a response within one (1) hour at any time.

Escalation Procedure

6.4 The Customer may escalate unresolved issues as follows:

- (a) Level 1: Service Desk / Assigned Consultant
- (b) Level 2: Technical Lead / Delivery Manager
- (c) Level 3: Managing Director

6.5 Contact details for escalation shall be provided in the SOW or upon request.

Service Credits

6.6 Where Platform Services fail to meet the Service Availability target in any calendar month, the Customer shall be entitled to service credits as follows:

- (a) Availability 99.0% to 99.49%: 5% credit of monthly fees
- (b) Availability 98.0% to 98.99%: 10% credit of monthly fees
- (c) Availability below 98.0%: 25% credit of monthly fees

6.7 Service credits shall be applied to the next invoice following a valid claim. The Customer must submit claims within thirty (30) days of the affected month.

6.8 Service credits shall be the Customer's sole and exclusive remedy for failure to meet Service Availability targets, except where such failure constitutes a material breach entitling termination.

7. AI and Technology Services

7.1 Where Services include artificial intelligence, machine learning, or automated decision-making capabilities, Sans Souci shall deliver such services in accordance with its ISO 42001 certified AI Management System.

7.2 Sans Souci shall provide appropriate documentation regarding AI system capabilities, limitations, and intended use cases.

7.3 The Customer acknowledges that AI-generated outputs may require human review and validation before operational use, particularly for decisions affecting individuals.

7.4 Sans Souci shall implement appropriate safeguards to ensure AI services operate ethically, transparently, and in compliance with applicable laws and regulations, including emerging AI-specific legislation.



7.5 Any training data provided by the Customer for AI services shall remain the property of the Customer. Sans Souci shall not use Customer data to train models for other clients without explicit written consent.

7.6 Where AI services involve processing of personal data, Sans Souci shall conduct appropriate impact assessments and implement safeguards against bias and discrimination.

8. Duties of the Customer

8.1 The Customer shall use all reasonable endeavours to ensure that its employees and associates co-operate with Sans Souci personnel to enable the provision of the Services.

8.2 The Customer shall ensure that all documentation and information requested for fulfilment of the SOW is provided promptly. Failure to do so may result in delay to implementation.

8.3 Documentation supplied by the Customer shall be deemed accurate. Any additional costs arising due to inaccurate information shall be borne by the Customer.

8.4 The Customer shall ensure that a suitable representative with appropriate authority is available as required for completion of the SOW.

8.5 The Customer shall procure all data consents and legal bases as may be required to enable Sans Souci to process personal data in fulfilment of the SOW.

8.6 The Customer shall not attempt to reverse compile, decrypt, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the SOW deliverables, or access any part of the Services in order to build a product or service which competes with Sans Souci.

8.7 For Platform Services, the Customer shall: use the services only for lawful purposes; maintain the security of access credentials; notify Sans Souci promptly of any suspected security breach; and comply with any acceptable use policies.

9. Exit Management and Data Portability

9.1 Upon termination or expiry of a Call-Off Contract, or upon reasonable request during the contract term, Sans Souci shall provide exit assistance to facilitate orderly transition.

Data Export

9.2 The Customer may request export of their data at any time. Sans Souci shall provide Customer data in at least one of the following machine-readable formats: CSV, JSON, XML, or as otherwise agreed.

9.3 Data export requests shall be fulfilled within ten (10) business days for standard requests, or within thirty (30) days for complex data sets exceeding 100GB.

9.4 One data export per contract year shall be provided at no additional charge. Additional exports may be charged at applicable day rates.

Transition Assistance

9.5 Sans Souci shall provide reasonable transition assistance for a period of up to ninety (90) days following termination or expiry, subject to payment of applicable fees.

9.6 Transition assistance may include: knowledge transfer sessions; documentation handover; data migration support; parallel running of services; and technical queries.

9.7 The Customer shall provide at least sixty (60) days' notice of required transition assistance to enable appropriate resource planning.



Data Retention and Destruction

9.8 Following completion of data export and transition, Sans Souci shall securely delete all Customer data within thirty (30) days, unless retention is required by law.

9.9 Upon request, Sans Souci shall provide written certification of data destruction.

9.10 Backup copies containing Customer data shall be deleted in accordance with the standard backup retention schedule (thirty days) or sooner where technically feasible.

10. Intellectual Property

10.1 All software source code, processes, design documentation, methodologies (including the IMPROVE methodology), platforms, and associated rights developed by Sans Souci prior to or independently of the SOW shall remain the property of Sans Souci ("Background IP").

10.2 Intellectual property created specifically for the Customer during the SOW ("Foreground IP") shall be assigned to the Customer upon full payment, unless otherwise agreed in the SOW.

10.3 Sans Souci shall grant the Customer a non-exclusive, perpetual licence to use Background IP incorporated into deliverables, solely for the Customer's internal business purposes.

10.4 Customer data and Customer-provided materials shall remain the property of the Customer at all times.

10.5 Platform Services are provided under licence. The Customer receives no ownership rights in the platform software or underlying technology.

Third-Party Components

10.6 Deliverables may incorporate third-party and open-source software components. Sans Souci shall ensure appropriate licences are in place and shall provide details of significant third-party components upon request.

10.7 Sans Souci warrants that deliverables shall not infringe the intellectual property rights of any third party.

11. Invoicing and Payment

11.1 Unless otherwise specified in the SOW, invoices shall be raised for Services on a monthly basis. VAT shall be added at the prevailing rate where applicable.

11.2 Invoices shall be payable within thirty (30) days of the date of issue, in accordance with the prompt payment requirements of the G-Cloud 15 Framework and PPN 018.

11.3 If any sum is not paid in full by the due date, Sans Souci may suspend the provision of Services until paid in full. Sans Souci shall be entitled to apply interest at the statutory rate until the full amount is paid.

11.4 Sans Souci commits to paying its subcontractors within thirty (30) days of receipt of a valid invoice, in compliance with prompt payment requirements.

11.5 The Customer may not withhold payment due to disputes over part of an invoice. Disputed amounts shall be notified within fourteen (14) days of invoice receipt and resolved in accordance with Section 18.



12. Liability

12.1 Nothing in this Agreement shall limit Sans Souci's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be limited or excluded by applicable law.

12.2 Subject to clause 12.1, Sans Souci shall not be liable (whether in contract, tort, or otherwise) for: (a) loss, damage, or corruption of information or data; (b) indirect or consequential losses including loss of profits, contracts, revenue, reputation, or business; (c) loss of anticipated savings; or (d) loss of use or downtime.

12.3 Subject to clause 12.1, the aggregate liability of Sans Souci in respect of any loss or damage arising out of or in connection with this Agreement shall not exceed the greater of: (a) the total fees paid or payable by the Customer in the twelve (12) months preceding the claim; or (b) £250,000.

12.4 The Customer shall indemnify Sans Souci against all costs, claims, demands, damages, losses, and expenses arising directly or indirectly from: (a) acting in accordance with the Customer's instructions; (b) any act, default, or neglect of the Customer, its employees, or associates; (c) any breach by the Customer of its obligations under this Agreement; or (d) Customer data or materials infringing third-party rights.

13. Insurance

13.1 Sans Souci shall maintain throughout the Framework term and any Call-Off Contract the following insurance coverage:

- (a) Professional Indemnity Insurance: minimum £1,000,000 per claim
- (b) Public Liability Insurance: minimum £1,000,000 per claim
- (c) Employers' Liability Insurance: minimum £5,000,000 per claim
- (d) Cyber Insurance: £2,000,000 cover

13.2 These insurance levels meet or exceed the requirements of the G-Cloud 15 Framework for Lot 2b and Lot 3 services.

13.3 Evidence of insurance coverage shall be provided to the Customer upon request.

14. Data Protection

14.1 Both Parties shall comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

14.2 Where Sans Souci processes personal data on behalf of the Customer, Sans Souci shall act only as a Data Processor in accordance with the Customer's documented instructions.

14.3 Sans Souci shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including as appropriate: (a) pseudonymisation and encryption; (b) ongoing confidentiality, integrity, availability, and resilience; (c) timely restoration of access following incidents; and (d) regular testing of security measures.

14.4 Sans Souci shall not engage a sub-processor without prior written authorisation from the Customer. A list of approved sub-processors shall be maintained and provided upon request.

14.5 Sans Souci shall notify the Customer without undue delay (and in any event within 48 hours) upon becoming aware of a personal data breach affecting Customer data.



14.6 Sans Souci shall assist the Customer with data subject requests, data protection impact assessments, and regulatory consultations as reasonably required.

14.7 Upon termination of Services, Sans Souci shall, at the Customer's choice, return or securely delete all Customer personal data in accordance with Section 9, unless retention is required by law.

15. Confidentiality

15.1 All Proprietary Information exchanged between the Customer and Sans Souci shall be treated as commercially confidential.

15.2 Neither Party shall use, disclose, or knowingly permit to be disclosed to any person any Proprietary Information of the other Party without prior written consent, except to employees, agents, or subcontractors who need to know the information for the purposes of this Agreement.

15.3 Both Parties shall ensure that such employees, agents, or subcontractors are subject to equivalent obligations of confidentiality.

15.4 Confidentiality obligations shall not apply to information that: (a) is or becomes publicly available other than through breach; (b) was lawfully in the receiving party's possession before disclosure; (c) is received from a third party without restriction; or (d) is required to be disclosed by law or regulatory authority.

15.5 The obligations of confidentiality shall survive termination of this Agreement for a period of five (5) years.

16. Security and Compliance

16.1 Sans Souci maintains the following certifications relevant to the delivery of Services:

- (a) ISO 9001:2015 - Quality Management System
- (b) ISO 14001:2015 - Environmental Management System
- (c) ISO/IEC 27001:2022 - Information Security Management System
- (d) ISO/IEC 42001:2023 - Artificial Intelligence Management System

16.2 Sans Souci holds Cyber Essentials certification and is progressing to Cyber Essentials Plus certification.

16.3 Sans Souci shall maintain these certifications throughout the Framework term and shall notify the Customer within thirty (30) days of any material changes to certification status.

16.4 Sans Souci shall comply with all applicable security requirements specified in the G-Cloud 15 Framework documentation and relevant NCSC guidance.

16.5 Sans Souci is capable of handling information classified up to OFFICIAL-SENSITIVE. Requirements for handling higher classifications shall be agreed separately.

16.6 Sans Souci shall co-operate with reasonable security audits and assessments, subject to appropriate confidentiality arrangements and reasonable notice.

17. Social Value and Sustainability

17.1 Sans Souci is committed to delivering social value in accordance with PPN 06/20 and the Social Value Model.

17.2 Sans Souci maintains a Carbon Reduction Plan and is committed to achieving Net Zero emissions in line with government targets.



17.3 Sans Souci complies with the Modern Slavery Act 2015 and maintains a Modern Slavery Statement confirming its commitment to ensuring slavery and human trafficking are not present in its supply chains.

17.4 Sans Souci supports local economic development through its operations in Northern Ireland and its network of UK-based associates.

17.5 Social value commitments specific to individual Call-Off Contracts may be detailed in the SOW.

18. Accessibility

18.1 Digital deliverables, including Platform Services, shall comply with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, unless otherwise agreed.

18.2 Sans Souci shall provide accessibility statements for Platform Services upon request.

18.3 Sans Souci shall use reasonable endeavours to accommodate specific accessibility requirements notified by the Customer.

19. Business Continuity

19.1 Sans Souci maintains a Business Continuity Plan covering the continued delivery of Services in the event of disruption.

19.2 For Platform Services, the Business Continuity Plan includes: geographically separated backup systems; documented recovery procedures; and regular testing of recovery capabilities.

19.3 The Recovery Time Objective (RTO) for Platform Services is four (4) hours. The Recovery Point Objective (RPO) is twenty-four (24) hours.

19.4 Sans Souci shall notify the Customer promptly of any event that may materially impact service delivery.

20. Termination

20.1 This Agreement, any SOW, or supply of Services may be terminated immediately by either Party by written notice if the other Party commits any material breach which (if capable of remedy) is not remedied within thirty (30) days of notification.

20.2 This Agreement may be terminated immediately by either Party by written notice if the other Party: (a) has a receiver or administrator appointed; (b) passes a resolution for winding up; (c) becomes subject to an administration order; (d) enters into a voluntary arrangement with creditors; or (e) ceases or threatens to cease carrying on business.

20.3 The Customer may terminate for convenience by providing sixty (60) days' written notice. Fees for work completed and committed costs shall remain payable.

20.4 Upon termination, all sums due to Sans Souci under the terms of the Agreement become immediately due and payable.

20.5 Upon termination, Sans Souci shall provide exit assistance in accordance with Section 9.

20.6 Termination shall not affect accrued rights or obligations, or provisions intended to survive termination including confidentiality, intellectual property, and liability clauses.



21. Force Majeure

21.1 Neither Party shall be liable for delay or failure to perform obligations if caused by circumstances beyond its reasonable control, including acts of God, fire, explosion, war, terrorism, pandemic, epidemic, cyber attack by state actors, embargo, or governmental action (a "Force Majeure Event").

21.2 The affected Party shall notify the other Party promptly of the Force Majeure Event and its expected duration, and shall use reasonable endeavours to mitigate its effects.

21.3 Either Party may terminate this Agreement if a Force Majeure Event prevents performance for a period of more than three (3) months.

22. Dispute Resolution

22.1 The Parties shall attempt to resolve any dispute through good faith negotiation between appropriate representatives within fourteen (14) days of written notice of the dispute.

22.2 If the dispute cannot be resolved through negotiation within thirty (30) days, either Party may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

22.3 If mediation fails to resolve the dispute within sixty (60) days of referral, either Party may commence legal proceedings.

22.4 Nothing in this clause shall prevent either Party from seeking urgent injunctive relief.

23. Notices

23.1 Any notice under this Agreement shall be in writing and sent to the address specified in the Call-Off Order Form (or such other address as notified in writing).

23.2 Notices may be delivered by hand, first-class post, or email. Notices shall be deemed received:

- (a) If delivered by hand: on the day of delivery
- (b) If sent by first-class post: two (2) business days after posting
- (c) If sent by email: on the day of transmission if sent before 17:00 on a business day, otherwise on the next business day

23.3 Notices to Sans Souci shall be sent to: improve@sanssouci.co.uk or Lisdarragh House, 23 Derryvolgie Avenue, Belfast, BT9 6FN.

24. References and Case Studies

24.1 Sans Souci may, with the Customer's prior written consent, use the Customer's name and a brief description of the engagement as a reference or case study.

24.2 The Customer shall have the right to review and approve any case study content before publication.

24.3 No confidential information shall be included in any reference or case study without explicit consent.

25. General Provisions

25.1 Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the Parties.

25.2 A waiver of any breach or provision shall only be effective if made in writing. Any waiver shall not constitute a waiver of any subsequent breach.



25.3 If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

25.4 Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except that Sans Souci may assign to an affiliate or successor.

25.5 This Agreement does not confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999.

25.6 This Agreement constitutes the entire agreement between the Parties regarding its subject matter, subject to the precedence of the PSC General Terms and Framework documentation.

25.7 This Agreement and any dispute arising from it shall be governed by and construed in accordance with the laws of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction.

25.8 Sans Souci may update these Supplier Furnished Terms at framework re-opening windows in accordance with G-Cloud 15 procedures. Existing Call-Off Contracts shall continue under their original terms unless varied by agreement.

Contact Information

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