
BLUE SKY HOSTING: SUPPLEMENTARY TERMS & CONDITIONS (G-CLOUD 15)

1. G-CLOUD 15 PRECEDENCE

1.1 These Supplier Terms and Conditions are supplemental to the G-Cloud 15 Framework Agreement and the associated Call-Off Contract.

1.2 In the event of any conflict or ambiguity between these terms and the G-Cloud 15 Core Terms, the Framework Agreement and Call-Off Contract shall take precedence.

2. DEFINITIONS

2.1 **The Customer (Buyer)** means the public sector entity identified in the Call-Off Order Form.

2.2 **Blue Sky (Supplier)** means Blue Sky Hosting Ltd (Company no. 04753004).

2.3 **Service(s)** means the managed Domino hosting and associated works defined in the Service Definition.

3. CHARGES AND PAYMENT

3.1 **Fixed Pricing:** Charges are fixed as per the G-Cloud 15 Pricing Document for the duration of the Call-Off term. Any price variations must comply with the Framework Agreement rules.

3.2 **Payment Terms:** Standard payment terms are 30 days from receipt of a valid invoice, typically paid via BACS or Purchase Order.

3.3 **Late Payment:** Blue Sky reserves the right to charge interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4. DATA PROTECTION (UK GDPR)

4.1 **Legislation:** Both parties shall comply with the **Data Protection Act 2018** and the **UK GDPR**.

4.2 **Roles:** The Customer is the Data Controller; Blue Sky is the Data Processor.

4.3 **Security:** Blue Sky shall maintain ISO 27001 certified technical and organisational measures to protect personal data.

4.4 **Breach Notification:** Blue Sky shall notify the Customer without undue delay (and within 24 hours) of becoming aware of a personal data breach.

5. DELIVERY AND SERVICE LEVELS

5.1 **SLA:** Services are backed by a 99.99% network availability guarantee and a 2-hour hardware repair SLA.

5.2 **Support:** Standard support is provided 24x7 for proactive monitoring, with telephone/email support during UK business hours.

6. TERMINATION

6.1 **For Convenience:** In accordance with G-Cloud 15 Framework terms, the Customer may terminate the Call-Off Contract for convenience by giving 30 days' written notice.

6.2 Data Portability (Offboarding): Upon termination, Blue Sky will provide end-user data via Secure FTP (SFTP) in .nsf format at no additional cost as defined in the Service Definition.

7. LIABILITY

7.1 Limits: The aggregate liability of either party shall be governed by the limits defined in the G-Cloud 15 Call-Off Contract.

7.2 Uncapped Liability: Nothing in these terms limits liability for death, personal injury caused by negligence, or fraudulent misrepresentation.

8. GENERAL

8.1 Insurance: Blue Sky maintains Professional Indemnity and Public Liability insurance as required by the Framework.

8.2 Jurisdiction: This agreement is subject to the laws of England and the exclusive jurisdiction of the English courts