

G-Cloud - Sample Master Terms and Conditions

Green Lemon Company Limited

1. Definitions and Interpretation

In these Terms and Conditions:

“Supplier” means **Green Lemon Company Ltd.**

“Customer” means the organisation purchasing the Services.

“Agreement” means these Terms and Conditions together with any applicable Schedules or Addendums.

“Services” means the services described in Schedule 1 (Service Description).

“Deliverables” means any outputs specified in Schedule 1.

“Working Day” means Monday to Friday excluding UK public holidays.

Where there is a conflict, the order of precedence shall be:

1. Schedule 1 (Service Description and Scope)
 - a. Statements of Work (SOW - Sample attached)
2. Schedule 2 (Commercials)
3. Schedule 3 (Service Levels and Support)
4. These Terms and Conditions

2. Scope of Services

2.1 The Supplier shall provide the Services as described in Schedule 1.

2.2 Services may include SaaS, PaaS, managed services, professional services or a combination thereof.

2.3 Any change to scope must be agreed in writing via a Change Note or updated Schedule.

3. Engagement Structure

3.1 This Agreement acts as a master framework for multiple engagements.

3.2 Each engagement shall be governed by its own Schedules, which may include scope, deliverables, timescales, personnel, pricing, hosting model and support arrangements.

3.3 No minimum volume of work is implied unless expressly stated.

4. Customer Responsibilities

4.1 The Customer shall:

- Provide timely access to systems, environments, information and personnel
- Nominate a single point of contact

- Ensure authorised users comply with acceptable use policies
- Provide test credentials where required

4.2 Delays or failures in Customer responsibilities may result in revised timescales, suspended services or additional charges.

5. Charges and Payment

5.1 Charges are set out in Schedule 2.

5.2 Unless otherwise stated, fees are exclusive of VAT and payable within 30 days of invoice.

5.3 The Supplier may suspend Services for non-payment following reasonable notice.

6. Intellectual Property Rights

6.1 Each party retains ownership of its pre-existing intellectual property.

6.2 Customer data remains the property of the Customer.

6.3 Deliverables created specifically for the Customer shall be owned by the Customer upon full payment unless otherwise stated.

6.4 The Supplier retains ownership of its platforms, tools, methodologies, accelerators and background IP.

7. Data Protection

7.1 Each party shall comply with applicable data protection legislation, including UK GDPR.

7.2 The Supplier shall process personal data only in accordance with documented Customer instructions.

7.3 Where required, a Data Processing Addendum shall apply.

8. Confidentiality

8.1 Each party shall keep confidential any non-public information received from the other party.

8.2 Confidentiality obligations survive termination for three years.

8.3 Information is not confidential if it is publicly available or lawfully obtained from a third party.

9. Information Security

9.1 The Supplier shall maintain appropriate technical and organisational security measures.

9.2 Security standards applicable to the engagement shall be defined in Schedule 3 or a Security Schedule.

9.3 The Customer acknowledges that no system is entirely risk-free.

10. Service Levels and Support

10.1 Service levels, response times and support arrangements are defined in Schedule 3.

10.2 Service credits, where applicable, shall be the Customer's sole remedy for service level failures.

10.3 Support outside standard hours may be chargeable.

11. Remedial Action and Issue Resolution

11.1 Where either party identifies a failure to meet its obligations under this Agreement, that party shall notify the other as soon as reasonably practicable, providing sufficient detail to allow assessment.

11.2 The parties shall act in good faith to agree appropriate remedial action. This may include:

- Re-performance of the affected Services
- Correction of Deliverables
- Implementation of a remediation plan with agreed timescales
- Temporary workarounds to minimise operational impact

11.3 Where remedial action requires additional effort beyond the agreed scope:

- If the issue arises from the Supplier's failure to meet agreed obligations, remedial work shall be provided at no additional cost
- If the issue arises from Customer actions, omissions, changes in requirements or third-party dependencies, the remedial work may be chargeable and subject to a Change Note

11.4 Each party shall use reasonable endeavours to mitigate the impact of issues and avoid recurrence.

11.5 Nothing in this section limits either party's rights under termination or liability provisions.

12. Suspension and Termination

12.1 Either party may terminate an engagement for material breach not remedied within 30 days of written notice.

12.2 Either party may terminate immediately in the event of insolvency.

12.3 Either party may terminate for convenience with 30 days' written notice unless otherwise stated in Schedule 2.

12.4 On termination:

- Fees due remain payable
- Access to Services is withdrawn
- Exit obligations apply

13. Exit Management

13.1 On termination, the Supplier shall provide reasonable assistance to enable an orderly exit, including access to Customer data and agreed exports.

13.2 Exit assistance beyond standard obligations may be chargeable.

13.3 Data shall be securely deleted following confirmation of successful exit.

14. Liability

14.1 Neither party limits liability for death or personal injury caused by negligence or fraud.

14.2 Subject to 14.1, the Supplier's total liability in any 12-month period shall not exceed the fees paid in that period.

14.3 Neither party shall be liable for indirect or consequential losses.

15. Force Majeure

Neither party shall be liable for failure caused by events beyond its reasonable control.

16. Subcontracting

16.1 In agreement with the Customer the Supplier may subcontract elements of the Services while remaining responsible for delivery.

16.2 Subcontractors shall be subject to equivalent obligations.

17. Publicity

Neither party shall issue public announcements or use the other's name or logo without written consent.

18. Assignment

Neither party may assign this Agreement without written consent, except as part of a corporate reorganisation.

19. Governing Law

This Agreement is governed by the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

Sample - Statement of Work (SoW)

This Statement of Work is entered into under, and forms part of, the Terms and Conditions between Green Lemon Company Ltd (the “Supplier”) and the Customer.

Unless otherwise defined, capitalised terms have the meaning set out in the Terms and Conditions.

1. Engagement Overview

This Statement of Work defines the specific services to be delivered by the Supplier for this engagement.

Service Name

Engagement Reference

Start Date

End Date (or Duration)

2. Scope of Services

The Supplier shall provide the following services:

- Description of services
- In-scope activities
- Out-of-scope activities

Any services not explicitly listed above are excluded unless agreed via a Change Note.

3. Deliverables

The Supplier shall deliver the following deliverables:

Deliverable	Description	Acceptance Criteria	Due Date
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Acceptance shall be deemed to have occurred unless the Customer notifies the Supplier of material non-conformance within the agreed acceptance period.

4. Approach and Methodology

The services will be delivered using the following approach:

- Delivery model (e.g. SaaS, PaaS, professional services)
- Tools and platforms used
- Collaboration and communication model

The Supplier will act in accordance with reasonable professional standards.

5. Roles and Responsibilities

Supplier Responsibilities

- Delivery of services as defined in this SoW
- Provision of suitably skilled personnel
- Compliance with agreed service levels

Customer Responsibilities

- Timely provision of access, information and decisions
- Nomination of a single point of contact
- Provision of test credentials where required

Failure to meet responsibilities may impact timelines or cost.

6. Timescales and Milestones

Milestone | Description | Target Date | Dependencies

Dates are indicative unless explicitly stated as fixed.

7. Personnel

The following key personnel are expected to be involved in delivery:

Role | Name (if applicable) | Responsibility

The Supplier may substitute personnel with equivalent skills and experience where required.

8. Service Levels and Support

Service levels and support arrangements for this engagement are as follows:

- Support hours
- Response times
- Escalation process

Unless otherwise stated, standard service levels defined in Schedule 3 apply.

9. Commercial

Fees

Pricing Model

Total Fees (if fixed) or Rate Card Reference

Payment Terms

Invoicing frequency

Payment period

Expenses, if applicable, must be pre-approved in writing.

10. Assumptions and Dependencies

This SoW is based on the following assumptions:

- Assumptions
- Third-party dependencies
- Environmental prerequisites

Any change to these assumptions may require a Change Note.

11. Change Control

Changes to scope, deliverables, timescales or cost shall be managed via a Change Note agreed in writing by both parties.

12. Remedial Action (Engagement-Specific)

Where remedial action is required in relation to this engagement:

- Issues shall be raised promptly
- The parties shall agree a remediation plan and timescale
- Responsibility for remediation costs shall align with the Terms and Conditions

Remedial actions do not automatically extend timelines unless agreed.

13. Data and Security

Any data handling, hosting or security requirements specific to this engagement are as follows:

- Data types involved
- Hosting locations
- Security requirements

Where applicable, a Data Processing Addendum applies.

14. Termination of This SoW

This SoW may be terminated in accordance with the Terms and Conditions.

On termination, the Supplier shall complete all agreed exit obligations relevant to this SoW.

15. Sign-off

This Statement of Work is agreed by authorised representatives of both parties.

Supplier

Name

Title

Date

Customer

Name

Title

Date