Terms and Conditions

1. About These Terms

These Terms and Conditions apply to services provided by Design Direct to public sector buyers through the G-Cloud framework. They apply in conjunction with any Call-Off Contract agreed between the parties and are subject to the G-Cloud Framework Agreement.

2. Scope of Services

Services are provided as described in the relevant Service Definition and agreed at Call-Off stage. Any variations to scope, delivery approach, or service levels must be agreed in writing by both parties.

3. Buyer Responsibilities

The Buyer is responsible for providing timely access to information, systems, data, documentation, and decision-makers required for service delivery. Delays or additional costs resulting from Buyer dependencies may be subject to agreement at Call-Off stage.

4. Charges and Payment

Charges are agreed at Call-Off stage in accordance with the pricing model set out in the Call-Off Contract. Invoices are payable within the timeframes specified in the Call-Off Contract, subject to satisfactory delivery.

5. Service Levels and Support

Service levels, support hours, and response times are agreed at Call-Off stage. Unless otherwise agreed, support is provided during standard UK business hours.

6. Intellectual Property

Intellectual property rights are managed in accordance with the G-Cloud Framework Agreement and the Call-Off Contract. Unless otherwise agreed, the Buyer retains rights to Buyer-owned materials, and Design Direct retains rights to pre-existing materials.

7. Data Protection

Both parties shall comply with applicable data protection legislation. Where required, a Data Processing Agreement will be put in place as part of the Call-Off Contract.

8. Confidentiality

Each party shall keep confidential any information disclosed in connection with the services, except where disclosure is required by law or permitted under the Call-Off Contract.

9. Information Assurance and Security

Design Direct applies proportionate technical and organisational security measures to protect information and systems in accordance with the requirements of the G-Cloud Framework and applicable standards.

10. Term and Termination

The term of the services and termination rights are as set out in the Call-Off Contract. Either party may terminate in accordance with the provisions of the G-Cloud Framework Agreement.

11. Liability

Liability is subject to the limitations and exclusions set out in the G-Cloud Framework Agreement and the Call-Off Contract. Nothing in these terms limits liability where such limitation is not permitted by law.

12. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control, in accordance with the Call-Off Contract.

13. 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 courts of England and Wales.