



G-Cloud 15

Terms And Conditions

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Versions

The versions of this document are shown in table one below:

Table one

Version	Version date	Reason for iteration	By whom
1.0	04 November 2025	First draft;	Sean Quigg (Comcentris)

1 Definitions

In these Terms and Conditions:

- **“Supplier”** means Comcentris Ltd.
- **“Customer”** means the organisation procuring the service via the UK G-Cloud Digital Marketplace.
- **“Service”** means the Cloud Support, Application Management, or related service described in the Service Definition.
- **“Call-Off Contract”** means the contract formed between the Customer and the Supplier under the G-Cloud 15 Framework.
- **“Confidential Information”** means all non-public information disclosed by one party to the other.

2 Scope of Services

The Supplier shall deliver Cloud Support services including, but not limited to:

- Application management and maintenance
- Cloud migration and optimisation
- DevOps and CI/CD pipeline support
- Security, monitoring, and governance services
- Service management and reporting

The full service description and deliverables are defined in the corresponding **Service Definition document** and Call-Off Contract.

3 Ordering and Term

- Orders are placed via the **G-Cloud Digital Marketplace**.
- Each order forms a separate **Call-Off Contract**.
- The duration of the Service shall be as agreed in the Call-Off Contract (e.g., 12 months, renewable).

4 Service Delivery

- Services will be delivered remotely unless otherwise specified.
- The Supplier will provide appropriately skilled personnel (BPSS/SC cleared as required).
- The Supplier will act in accordance with ITIL v4 and Agile best practices where applicable.

5 Service Levels

Service Levels (SLAs) are specified in the Service Definition and may include:

- Incident response and resolution times
 - Availability targets
 - Reporting frequency
- Failure to meet service levels may entitle the Customer to **service credits or escalation** as detailed in the Call-Off Contract.

6 Customer Responsibilities

The Customer will:

- Provide access to relevant systems, documentation, and contacts;
- Ensure timely approvals for changes or deployments;
- Maintain security of its own environments;
- Comply with applicable laws and data protection obligations.

7 Pricing and Payment

- Pricing is as stated in the Digital Marketplace listing or agreed in the Call-Off Contract.
- Charges are invoiced monthly in arrears.
- Payment terms are **30 days net** from invoice date.
- Prices exclude VAT unless otherwise stated.

8 Data Protection and Security

- Both parties shall comply with the **UK GDPR, Data Protection Act 2018**, and **G-Cloud Security Principles**.
- Data will be stored and processed within the **UK/EU or approved regions**.
- Data shall be deleted or returned to the Customer at the end of the engagement.

9 Confidentiality

Both parties shall keep all Confidential Information secret and not disclose it to third parties except as required by law or by authorised subcontractors under equivalent confidentiality obligations.

10 Intellectual Property Rights

- Pre-existing intellectual property remains the property of the originating party.
- Any new deliverables or documentation created under the Service shall be owned as specified in the Call-Off Contract.
- The Supplier grants the Customer a **non-exclusive, perpetual licence** to use deliverables created for the purpose of the Service.

11 Subcontracting

The Supplier may use approved subcontractors to deliver parts of the Service, provided that:

- The Supplier remains responsible for all work delivered;
- Subcontractors comply with these Terms and Conditions;
- Subcontracting is transparent to the Customer.

12 Liability

- The Supplier's total liability shall not exceed the total charges paid by the Customer under the relevant Call-Off Contract in the preceding 12 months.
- Neither party shall be liable for indirect, special, or consequential loss.
- Nothing in this agreement limits liability for death, personal injury, fraud, or data protection breaches.

13 Termination

- Either party may terminate with **30 days' written notice** for convenience or immediately for material breach.
- Upon termination, the Supplier will assist with knowledge transfer and safe data handover.
- Exit assistance is provided on a time-and-materials basis unless otherwise stated.

14 Force Majeure

Neither party shall be liable for failure to perform due to circumstances beyond reasonable control, including natural disasters, strikes, or government restrictions.

15 Dispute Resolution

Disputes will be resolved in good faith through escalation. If unresolved, disputes may be referred to **arbitration or the UK courts**, depending on the Call-Off Contract.

16 Governing Law

This Agreement shall be governed by and construed in accordance with **the laws of Northern Ireland**.

Both parties agree to submit to the exclusive jurisdiction of the Northern Ireland courts.

17 Entire Agreement

These Terms and Conditions, together with the Service Definition and Call-Off Contract, constitute the entire agreement between the parties and supersede any prior communications.