

OFFICELABS SUPPORT SERVICES

Terms and Conditions

G-Cloud 15

Last updated: January 2026

These Terms and Conditions apply to all Cloud Support services supplied by OfficeLabs Ltd under the G-Cloud framework, including consultancy, implementation, configuration, optimisation, and advisory services.

1. Parties

This Agreement is made between:

Supplier: OfficeLabs Ltd, Queensgate House, 48 Queen Street, Exeter, Devon, EX4 3SR, United Kingdom.

Buyer: The contracting public sector body purchasing the service via the Digital Marketplace.

2. Scope of Support Services

Support services are limited to the activities explicitly described in the applicable G-Cloud service listing and Order Form. The scope, deliverables, and any constraints are defined in the service description and confirmed during engagement planning.

Where services relate to third-party software products (such as Gimmel, Klyra, or Microsoft platforms), support is provided for configuration, optimisation, and use of those products within the agreed scope. Support does not extend to defects or limitations in the underlying software unless explicitly included.

3. Service Delivery

Services are provided on a reasonable endeavours basis. OfficeLabs will use appropriately skilled personnel and apply professional standards consistent with good industry practice.

Services are delivered during UK business hours (Monday to Friday, 9am to 5pm, excluding public holidays) unless otherwise agreed. Remote delivery is standard; on-site attendance may be agreed separately where required.

Timescales are indicative and depend on Buyer cooperation, access, and decision-making. OfficeLabs will notify the Buyer promptly if delays are anticipated.

4. Buyer Responsibilities

The Buyer is responsible for:

- (a) providing timely access to systems, environments, documentation, and personnel as required;
- (b) nominating appropriate contacts with authority to make decisions and provide approvals;

- (c) providing accurate and complete information relevant to the engagement;
- (d) acting on recommendations and making timely decisions to enable progress.

OfficeLabs is not liable for delays or failures caused by the Buyer's failure to meet these responsibilities.

5. Exclusions

Unless explicitly included in the service listing or Order Form, the following are excluded:

- (a) formal training or certification programmes;
- (b) software development or custom coding;
- (c) remediation or implementation of recommendations unless explicitly included in the applicable service listing or Order Form;
- (d) provision of software licences, hardware, or third-party services;
- (e) ongoing managed services or continuous monitoring.

6. Data Protection

Where OfficeLabs processes personal data on behalf of the Buyer in the course of delivering services, OfficeLabs acts as a data processor. The Buyer acts as the data controller.

Personal data is processed in accordance with UK GDPR and the Data Protection Act 2018. OfficeLabs will process data only on documented Buyer instructions, apply appropriate security measures, and notify the Buyer of any personal data breach without undue delay.

Data accessed during service delivery remains within the United Kingdom unless otherwise agreed in writing.

7. Security

OfficeLabs operates an ISO/IEC 27001-aligned information security management framework.

Security measures include staff security screening, secure handling of Buyer information, encrypted communications, and incident response processes. Access to Buyer systems is limited to personnel directly involved in service delivery.

8. Confidentiality

Each party will keep confidential any information received from the other party that is marked as confidential or would reasonably be understood to be confidential.

Confidentiality obligations do not apply to information that is publicly available, already known to the receiving party, independently developed, or required to be disclosed by law (including under the Freedom of Information Act 2000).

Confidentiality obligations survive termination of the contract for a period of three years.

9. Intellectual Property

All intellectual property rights in OfficeLabs' methodologies, tools, templates, and pre-existing materials remain with OfficeLabs.

The Buyer retains ownership of its own data and any materials it provides to OfficeLabs.

Deliverables created specifically for the Buyer (such as reports, assessments, and recommendations) are licensed to the Buyer for its internal use. No ownership rights are transferred unless explicitly agreed in writing.

10. Warranties and Disclaimers

OfficeLabs warrants that services will be provided with reasonable skill and care by appropriately qualified personnel.

Services are advisory in nature. OfficeLabs does not guarantee specific outcomes, regulatory compliance, or that recommendations will achieve particular results. The Buyer is responsible for decisions based on advice provided.

For avoidance of doubt, fixed-scope assessments provide professional analysis and recommendations only and do not constitute assurance, certification, or formal compliance sign-off.

Except as expressly stated, all other warranties are excluded to the fullest extent permitted by law.

11. Limitation of Liability

Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of confidentiality or data protection obligations;
- (d) any liability that cannot be excluded by law.

Subject to the above, OfficeLabs' total liability arising under this Agreement is limited to the fees paid by the Buyer under the relevant Order Form in the 12 months preceding the claim, or the total fees payable under that Order Form, whichever is lower.

Neither party is liable for indirect or consequential losses, including loss of profits, revenue, data, goodwill, or anticipated savings.

12. Term and Termination

The contract term is as stated in the G-Cloud Order Form. Engagements may be for a fixed scope, a defined period, or on a time-and-materials basis as agreed.

Either party may terminate:

- (a) for material breach not remedied within 30 days of written notice;
- (b) immediately in the event of the other party's insolvency.

On termination, OfficeLabs will return or destroy Buyer materials as requested. Fees for work completed up to the termination date remain payable.

13. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

14. Precedence

In the event of conflict, the following order of precedence applies:

- (1) G-Cloud Call-Off Contract
- (2) G-Cloud Order Form
- (3) G-Cloud Service Description
- (4) These Terms and Conditions

— *End of Terms* —

OfficeLabs Ltd