

Terms and Conditions

Optimise Cloud Support Services (G-Cloud Lot 3)

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1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply:

“Buyer” means any public sector body purchasing the Services under the G-Cloud Framework.

“Call-Off Contract” means the legally binding contract formed between the Buyer and the Supplier under the G-Cloud Framework.

“Framework Agreement” means the G-Cloud Framework Agreement between the Supplier and the Crown Commercial Service.

“Services” means cloud support services provided under G-Cloud Lot 3, as described in the applicable service definition.

“Software” means the Optimise cloud software platform to which the Services relate.

“Supplier” means 1st Planner Ltd.

“Working Day” means a day other than a Saturday, Sunday or public holiday in England.

1.2 References to legislation include that legislation as amended or replaced from time to time.

2. Relationship to the G-Cloud Framework

2.1 These Terms and Conditions apply to all Services provided by the Supplier under G-Cloud Lot 3.

2.2 In the event of any conflict between these Terms and Conditions and the Framework Agreement or the Call-Off Contract, the Framework Agreement and Call-Off Contract shall take precedence.

2.3 These Terms and Conditions are fixed for the duration of the Framework and shall not be amended.

3. Scope of Services

3.1 The Supplier shall provide cloud support services to assist the Buyer in the effective use and operation of the Software.

3.2 The Services may include onboarding support, user support, configuration guidance, operational assistance and service-related advice, as described in the service definition.

3.3 The Services do not include bespoke software development, modification of the Software, consultancy reporting or strategic advisory services unless expressly stated in the service definition.

4. Delivery of Support Services

4.1 The Services are delivered remotely unless otherwise agreed in writing under a Call-Off Contract.

4.2 Support is provided in accordance with defined support hours and service levels set out in the service definition.

4.3 The Supplier does not guarantee resolution times unless expressly stated in the service definition.

5. Buyer Obligations

5.1 The Buyer shall provide accurate and timely information required to deliver the Services and ensure users comply with these Terms and Conditions.

5.2 The Buyer remains responsible for decisions taken based on advice or guidance provided as part of the Services.

6. Supplier Obligations

6.1 The Supplier shall deliver the Services with reasonable skill and care.

6.2 The Supplier shall allocate appropriately qualified personnel to deliver the Services.

6.3 The Supplier does not warrant that the Services will result in any specific outcome or performance improvement.

7. Fees and Payment

7.1 Fees for the Services are payable by the Buyer strictly in accordance with the applicable Call-Off Contract.

7.2 No fees are payable except as expressly agreed under a Call-Off Contract.

8. Intellectual Property Rights

8.1 All intellectual property rights in the Software remain vested in the Supplier or its licensors.

8.2 All intellectual property rights in materials, methodologies and documentation used to deliver the Services remain vested in the Supplier.

8.3 Except as expressly permitted by law, the Buyer shall not attempt to reverse engineer, decompile, disassemble or otherwise derive the source code of the Software.

8.4 The Buyer acquires no ownership rights in the Software or any Supplier materials used in the delivery of the Services.

9. Data Protection and Information Security

9.1 Each party shall comply with its obligations under applicable data protection legislation.

9.2 The Supplier shall process personal data only to the extent necessary to deliver the Services.

9.3 Appropriate technical and organisational measures are maintained to protect Buyer data.

10. Confidentiality

10.1 Each party shall treat the other party's confidential information as confidential.

10.2 Confidential information shall not be disclosed except where required by law or permitted under the Framework Agreement.

11. Service Availability and Continuity

11.1 The Supplier may suspend or vary the Services where necessary for operational or security reasons.

11.2 Where reasonably practicable, advance notice of planned interruptions will be provided.

12. Suspension and Termination

12.1 The Supplier may suspend delivery of the Services where required to comply with legal obligations or to protect the integrity of the Software.

12.2 Termination rights are governed by the Call-Off Contract.

13. Liability

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

13.2 Subject to clause 13.1, liability is limited in accordance with the Call-Off Contract and Framework Agreement.

14. Force Majeure

14.1 Neither party shall be liable for failure or delay in performance due to events beyond its reasonable control.

15. Compliance with Law

15.1 Each party shall comply with all applicable laws and regulations in connection with the Services.

16. Governing Law and Jurisdiction

16.1 These Terms and Conditions are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.