

BETTERGOV

Better Group Limited

Supplier Standard Terms and Conditions

G-Cloud 15 Framework (RM1557.15)

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Supplier:	Better Group Limited (trading as BetterGov)

BACKGROUND

BetterGov (the "Supplier") provides cloud consultancy services to public sector clients through G-Cloud 15 (RM1557.15). These Terms and Conditions shall apply to the provision of services by the Supplier to Buyers through the G-Cloud Framework and associated Call-Off Contracts. The Schedules attached to these Terms form an integral part of these Terms.

PART A: MAIN TERMS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement" means the Call-Off Contract entered into by the Supplier and the Buyer incorporating these Terms and Conditions;

"Business Day" means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;

"Buyer" means the public sector party procuring the Services from the Supplier as identified in the Order Form;

"Call-Off Contract" means the contract formed under the G-Cloud Framework for the provision of specific Services;

"Commencement Date" means the date on which provision of the Services will commence, as defined in the Order Form;

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Data Protection Legislation" means the UK General Data Protection Regulation, the Data Protection Act 2018, and any other applicable data protection laws;

"Fees" means any and all sums due under the Agreement from the Buyer to the Supplier, as specified in the Order Form;

"Framework Agreement" means the G-Cloud 15 Framework Agreement (RM1557.15) between the Crown Commercial Service and the Supplier;

"Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

"Government Data" means data, information, documents, records and materials provided to or generated by the Supplier on behalf of the Buyer in connection with the Services;

"Knowledge Transfer" means the systematic transfer of knowledge, skills, and capabilities from the Supplier to the Buyer as described in Schedule C;

"Order Form" means the order form completed by the Buyer specifying the Services, Fees, and other particulars;

"Personal Data" has the meaning given in the UK General Data Protection Regulation;

"Personal Data Breach" has the meaning given in the UK General Data Protection Regulation;

"Relevant Authority" means CCS in relation to the Framework Contract or the Buyer in relation to a Call-Off Contract;

"Services" means the services to be provided by the Supplier to the Buyer as defined in the Order Form;

"Service Levels" means the performance standards set out in Schedule B;

"Term" means the term of the Agreement as defined in the Order Form; and

"Working Day" means a Business Day.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and the Schedules as amended or supplemented at the relevant time;

1.2.4 a Clause, paragraph or Schedule is a reference to a Clause, paragraph or Schedule of these Terms and Conditions; and

1.2.5 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

2. Order of Precedence

2.1 These Terms apply only where referenced in an Order Form and only to the extent that they are consistent with the G-Cloud Framework Agreement and the G-Cloud Call-Off Contract.

2.2 In the event of any conflict between the documents forming the contract, the following order of precedence shall apply: (a) the G-Cloud Framework Agreement; (b) the G-Cloud Call-Off Contract; (c) the Order Form (including schedules); (d) these Terms and Conditions and their Schedules; (e) the Supplier's Service Description.

3. Provision of the Services

3.1 With effect from the Commencement Date, the Supplier shall, throughout the Term of the Agreement, provide the Services to the Buyer.

3.2 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the UK public sector and in accordance with Good Industry Practice.

3.3 The Supplier shall act in accordance with all reasonable instructions given to it by the Buyer provided such instructions are compatible with the specification of Services provided in the Order Form.

3.4 The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

3.5 The Supplier shall meet or exceed the Service Levels set out in Schedule B and shall provide regular reporting against these Service Levels as specified in Schedule D.

3.6 The Supplier shall use suitably qualified and experienced personnel to deliver the Services and shall ensure appropriate continuity of key personnel throughout the engagement.

4. Buyer Obligations

4.1 The Buyer shall use all reasonable endeavours to provide all pertinent information to the Supplier that is necessary for the Supplier's provision of the Services.

4.2 The Buyer may, from time to time, issue reasonable instructions to the Supplier in relation to the Supplier's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Order Form.

4.3 In the event that the Supplier requires a decision, approval, consent or any other communication from the Buyer in order to continue with the provision of the Services, the Buyer shall provide the same in a reasonable and timely manner.

4.4 Any delay in the provision of the Services resulting from the Buyer's failure or delay in complying with any of the provisions of this Clause 4 shall not be the responsibility or fault of the Supplier.

5. Fees, Payment and Records

5.1 The Buyer shall pay the Fees to the Supplier in accordance with the provisions of the Order Form.

5.2 The Supplier shall invoice the Buyer for Fees due in accordance with the provisions of the Order Form.

5.3 All payments required to be made pursuant to the Agreement by either Party shall be made within thirty (30) days of receipt by that Party of the relevant invoice, unless otherwise stated in the Call-Off Contract.

5.4 All payments required to be made pursuant to the Agreement by either Party shall be made in GBP in cleared funds to such bank in the United Kingdom as the receiving Party may from time to time nominate.

5.5 Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

5.6 The Supplier commits to paying its subcontractors within thirty (30) days of receipt of a valid invoice, in accordance with Procurement Policy Note 01/23 (Prompt Payment).

6. Record Keeping and Audit

6.1 The Supplier shall keep and maintain full and accurate records and accounts in respect of the Agreement during the Term and for seven (7) years after the End Date, in accordance with the UK GDPR.

6.2 The Supplier shall permit the Buyer or its authorised representatives to audit such records and accounts upon reasonable notice during normal business hours.

6.3 The Supplier shall attend Progress Meetings with the Buyer and provide Progress Reports as specified in the Order Form and Schedule D.

7. Warranties and Representations

7.1 The Supplier warrants and represents that:

7.1.1 it has full capacity and authority to enter into and to perform the Agreement;

7.1.2 the Agreement is entered into by its authorised representative;

7.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;

7.1.4 there are no known legal or regulatory actions or investigations pending or threatened against it that might affect its ability to perform the Agreement;

7.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Agreement;

7.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Agreement;

7.1.7 it holds valid Cyber Essentials Plus certification and shall maintain such certification throughout the Term; and

7.1.8 it will comply with the Agreement.

7.2 The warranties and representations in Clause 7.1 are repeated each time the Supplier provides Services under the Agreement.

8. Liability, Indemnity and Insurance

8.1 The Supplier shall ensure that it has in place at all times suitable and valid insurance in accordance with Joint Schedule 3 (Insurance Requirements) of the Framework Agreement, including as a minimum:

8.1.1 professional indemnity insurance with cover of not less than one million pounds (£1,000,000);

8.1.2 public liability insurance with cover of not less than one million pounds (£1,000,000); and

8.1.3 employers' liability insurance with cover of not less than five million pounds (£5,000,000).

8.2 Each Party shall be responsible for loss or damage caused by its breach of the Agreement. The Supplier's total liability shall be limited to the amount specified in the Order Form or, if not specified, the applicable Call-Off Contract.

8.3 Nothing in these Terms shall limit or exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

8.4 The Supplier shall not be liable for any loss or damage suffered by the Buyer that results from the Buyer's failure to follow any instructions given by the Supplier.

8.5 The Buyer shall indemnify the Supplier against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Supplier) caused by the Buyer or its agents or employees.

9. Confidentiality

9.1 Each Party undertakes that it shall at all times:

9.1.1 keep confidential all Confidential Information;

9.1.2 not disclose any Confidential Information to any other party except as permitted herein;

9.1.3 not use any Confidential Information for any purpose other than as contemplated by the Agreement;

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 9.1.1 to 9.1.4.

9.2 Either Party may disclose Confidential Information to: (a) any sub-contractor or supplier of that Party; (b) any governmental or other authority or regulatory body; or (c) any employee or officer of that Party or of any of the aforementioned persons; to such extent only as is necessary for the purposes contemplated by the Agreement or as required by law, provided that the disclosing Party first informs the recipient that the information is confidential.

9.3 The provisions of this Clause 9 shall continue in force for seven (7) years following termination of the Agreement for any reason.

10. Freedom of Information

10.1 The Supplier shall notify the Buyer within forty-eight (48) hours if it receives a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR) relating to the Agreement.

10.2 The Supplier shall provide the Buyer with full co-operation and information as reasonably requested to enable the Buyer to comply with any such request, at no additional cost to the Buyer.

10.3 The Supplier shall not respond directly to any request for information unless expressly authorised to do so by the Buyer.

11. Data Protection

11.1 The Supplier shall comply with all applicable Data Protection Legislation and shall process Personal Data only in accordance with Joint Schedule 10 (Processing Data) of the Framework Agreement and Schedule A of these Terms.

11.2 Where the Services involve the processing of special category data or sensitive personal data (including but not limited to health records, biometric data, data relating to children or vulnerable individuals, or data requiring enhanced security measures), the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

11.3 The Supplier shall notify the Buyer without undue delay (and in any event within 24 hours) upon becoming aware of any Personal Data Breach affecting the Services.

11.4 The Supplier shall not remove any ownership or security notices in or relating to Government Data.

12. Intellectual Property and Knowledge Transfer

12.1 Intellectual property rights shall be governed by Call-Off Schedule 1 (Intellectual Property Rights).

12.2 The Supplier shall, as part of the Services, provide Knowledge Transfer in accordance with Schedule C to enable the Buyer's staff to operate, maintain, and develop the deliverables independently following completion of the Services.

12.3 All documentation, training materials, and configuration guides produced specifically for the Buyer shall be owned by the Buyer unless otherwise agreed in the Order Form.

13. Change Control

13.1 Either Party may propose a change to the Services by submitting a written change request describing the proposed change, its rationale, and any impact on timescales, charges, or deliverables.

13.2 No change shall take effect until agreed in writing by both Parties. The Supplier shall provide impact assessment within five (5) Working Days and shall not unreasonably delay its response to a change request from the Buyer.

13.3 Where a change request results in additional charges, the Supplier shall provide a written quotation based on the rates specified in the Order Form or, where applicable, the Framework Prices.

14. Exit and Transition

14.1 The Supplier shall comply with Call-Off Schedule 10 (Exit Management) and shall provide reasonable assistance to enable an orderly transition of the Services to the Buyer or a replacement supplier.

14.2 Upon request during the final three (3) months of the Term, the Supplier shall provide the Buyer with all documentation, data extracts, configuration details, and operational procedures necessary to enable continuity of service.

14.3 The Supplier's obligations under this Clause are designed to ensure the Buyer retains operational independence and is not dependent on continued engagement with the Supplier.

15. Social Value

15.1 The Supplier is committed to delivering social value through its services in accordance with Procurement Policy Note 06/20 and the Social Value Model.

15.2 Where applicable, the Supplier shall deliver the social value commitments specified in its tender response and report on social value outcomes as part of the governance arrangements in Schedule D.

15.3 The Supplier's social value commitments include:

- Supporting skills development and apprenticeships in the digital sector;
- Promoting diversity and inclusion in the technology workforce;
- Engaging SMEs and voluntary organisations in its supply chain; and
- Contributing to community initiatives in the areas where it operates.

16. Environmental Sustainability

16.1 The Supplier is committed to achieving Net Zero carbon emissions and maintains a Carbon Reduction Plan in accordance with Procurement Policy Note 06/21.

16.2 The Supplier shall perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.

16.3 The Supplier shall take reasonable steps to minimise the environmental impact of its service delivery, including minimising business travel, using energy-efficient equipment, and reducing paper usage through digital-first approaches.

16.4 The Supplier shall comply with the provisions of Joint Schedule 5 (Sustainability) of the Framework Agreement.

17. Compliance

Compliance Officer

17.1 The Supplier shall appoint a Compliance Officer who shall be responsible for ensuring that the Supplier complies with all applicable Law and its obligations under Clauses 17 to 21 of these Terms.

Obeying the Law

17.2 The Supplier shall comply with the provisions of: (a) the Official Secrets Act 1911 to 1989; and (b) Section 182 of the Finance Act 1989.

18. Equality, Diversity and Human Rights

18.1 The Supplier shall follow all applicable equality Law when performing its obligations under the Agreement, including protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise.

18.2 The Supplier shall use all reasonable endeavours to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission when working on the Agreement.

19. Health and Safety

19.1 The Supplier shall perform its obligations meeting the requirements of all applicable Law regarding health and safety.

19.2 The Supplier shall comply with the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

19.3 The Supplier and the Buyer shall as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer's premises that relate to the performance of the Agreement.

20. Anti-Bribery

20.1 The Supplier shall not commit any Prohibited Act as defined in the Bribery Act 2010.

20.2 The Supplier shall have and maintain in place throughout the Term its own policies and procedures to ensure compliance with the Bribery Act 2010, and shall enforce them where appropriate.

20.3 The Supplier shall immediately notify the Buyer if it suspects or has reason to believe that any Prohibited Act has been committed or is about to be committed.

21. Modern Slavery

21.1 The Supplier shall comply with the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of that Act.

21.2 The Supplier shall notify the Buyer immediately if it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.

21.3 The Supplier shall comply with any request by the Buyer to complete a Modern Slavery Assessment Tool or provide a Supply Chain Map within fourteen (14) days of such request.

22. Assignment and Sub-Contracting

22.1 The Supplier may subcontract performance of the Services subject to the Framework Agreement and remains responsible for the acts and omissions of subcontractors as if they were its own.

22.2 The Supplier shall ensure that any subcontractor who processes Personal Data or OFFICIAL data holds a valid Cyber Essentials certificate.

22.3 The Supplier shall pay its subcontractors within thirty (30) days of receipt of a valid invoice.

23. Case Studies, References and Marketing

Procurement and Tender Use

23.1 The Buyer grants the Supplier an irrevocable, royalty-free licence to reference the Buyer by name, sector, and nature of services delivered in confidential procurement submissions, tender responses, framework applications, and capability statements provided to prospective clients. This licence does not require further approval as such materials are not published to the general public.

Anonymised Case Studies

23.2 The Supplier may produce and publish case studies, articles, and marketing materials describing the Services, methodologies applied, and outcomes achieved, provided such materials

do not identify the Buyer by name, logo, or other information from which the Buyer's identity could reasonably be determined. Such anonymised materials do not require the Buyer's approval.

Public Domain Information

23.3 The Supplier may reference any information relating to the Services that is already in the public domain, including but not limited to: contract award notices published on Contracts Finder or Find a Tender; the Buyer's own press releases, committee papers, or public announcements; and information published on the Digital Marketplace. Such references do not require further approval.

Named Case Studies and Published Materials

23.4 Where the Supplier wishes to publish materials that identify the Buyer by name and include details beyond those in the public domain, the Supplier shall submit draft materials to the Buyer for approval. The Buyer shall respond within ten (10) Working Days. If the Buyer does not respond within this period, approval shall be deemed to have been given. The Buyer shall not unreasonably withhold or delay approval, and any refusal shall be accompanied by specific reasons.

23.5 The Supplier shall seek the Buyer's prior written consent before using the Buyer's logo or reproducing direct quotes attributed to named Buyer personnel. Such consent shall not be unreasonably withheld or delayed.

Protections and Restrictions

23.6 Notwithstanding the above, the Supplier shall not disclose: (a) information designated as Confidential Information under this Agreement; (b) Personal Data; (c) specific financial terms or contract values unless such information is publicly available; or (d) information that could reasonably be expected to prejudice the Buyer's commercial or security interests.

Duration and Withdrawal

23.7 The rights granted under Clauses 23.1, 23.2, and 23.3 survive termination of the Agreement and apply to Services delivered at any time during the contractual relationship.

23.8 The Buyer may request removal or amendment of any published material by written notice to the Supplier. The Supplier shall comply with such request within thirty (30) days where reasonably practicable, provided that this shall not affect the Supplier's rights under Clauses 23.1 and 23.3.

24. Force Majeure

24.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic, or any other event that is beyond the control of the Party in question.

25. Term and Termination

25.1 The Agreement shall come into force on the Commencement Date and shall continue for the Term, subject to the provisions of this Clause 25 and the Call-Off Contract.

25.2 The Buyer has the right to terminate the Agreement at any time without reason by giving the Supplier not less than ninety (90) days' written notice.

25.3 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

25.3.1 any sum owing to that Party by the other Party under the Agreement is not paid within thirty (30) Business Days of the due date for payment;

25.3.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within sixty (60) Business Days after being given written notice;

25.3.3 the other Party becomes subject to an administration order, goes into liquidation, has a receiver appointed, makes any voluntary arrangement with its creditors, or ceases to carry on business; or

25.3.4 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party.

25.4 For the purposes of sub-Clause 25.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

25.5 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned or any other breach.

26. Effects of Termination

Upon the termination of the Agreement for any reason:

26.1 any sum owing by either Party to the other under the Agreement shall become immediately due and payable;

26.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

26.3 termination shall not affect or prejudice any right to damages or other remedy which either Party may have in respect of the event giving rise to the termination or any breach which existed at or before the date of termination;

26.4 subject as provided herein and except in respect of any accrued rights, neither Party shall be under any further obligation to the other;

26.5 each Party shall immediately cease to use any Confidential Information and shall return to the other Party any documents containing Confidential Information; and

26.6 the Supplier shall promptly delete or return all Government Data except where required to retain copies by Law.

27. Non-Solicitation

27.1 Neither Party shall, for the Term of the Agreement and for twelve (12) months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

27.2 Neither Party shall, for the Term of the Agreement and for twelve (12) months after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party.

28. Waiver, Severance and Third Party Rights

28.1 No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

28.2 In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that provision shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

28.3 No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

29. Notices

29.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

29.2 Notices shall be deemed to have been duly given:

29.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient;

29.2.2 when sent, if transmitted by email and a successful delivery receipt is generated; or

29.2.3 on the fifth Business Day following mailing, if mailed by national ordinary mail, postage prepaid.

29.3 Notices shall be addressed to the most recent address or email address notified to the other Party.

30. Dispute Resolution

30.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

30.2 If negotiations under Clause 30.1 do not resolve the matter within thirty (30) days of receipt of a written invitation to negotiate, the Parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.

30.3 If the ADR procedure under Clause 30.2 does not resolve the matter within thirty (30) days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

30.4 The seat of the arbitration under Clause 30.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996.

30.5 Nothing in this Clause 30 shall prohibit either Party from applying to a court for interim injunctive relief.

31. Entire Agreement

31.1 The Agreement, together with the Framework Agreement, Call-Off Contract, Order Form, and the Schedules to these Terms, contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

31.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement.

32. Counterparts

32.1 The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

33. Governing Law and Jurisdiction

33.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

33.2 Subject to the provisions of Clause 30, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.

PART B: SCHEDULES

SCHEDULE A: DATA PROCESSING AGREEMENT

A1. Scope and Application

A1.1 This Schedule applies where the Supplier processes Personal Data on behalf of the Buyer in connection with the Services.

A1.2 For the purposes of this Schedule, the Buyer is the Controller and the Supplier is the Processor.

A2. Processing Instructions

A2.1 The Supplier shall process Personal Data only:

- (a) on the documented instructions of the Buyer, including transfers to third countries;
- (b) as required by applicable law, in which case the Supplier shall inform the Buyer before processing unless prohibited; or
- (c) as necessary for the performance of the Services.

A2.2 The subject matter, duration, nature and purpose of processing, types of Personal Data, and categories of Data Subjects shall be as specified in the Order Form.

A3. Technical and Organisational Measures

A3.1 The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:

- (a) pseudonymisation and encryption of Personal Data where appropriate;
- (b) ensuring ongoing confidentiality, integrity, availability and resilience of processing systems;
- (c) the ability to restore availability and access to Personal Data in a timely manner following an incident; and
- (d) regular testing and evaluation of security measures.

A4. Confidentiality

A4.1 The Supplier shall ensure that personnel authorised to process Personal Data are subject to confidentiality obligations.

A5. Sub-processors

A5.1 The Supplier shall not engage another processor without prior written authorisation from the Buyer.

A5.2 Where authorised, the Supplier shall impose equivalent data protection obligations on sub-processors and remain liable for their compliance.

A5.3 A list of approved sub-processors shall be provided to the Buyer on request.

A6. Data Subject Rights

A6.1 The Supplier shall assist the Buyer in responding to requests from Data Subjects exercising their rights under the Data Protection Legislation.

A6.2 The Supplier shall notify the Buyer without undue delay upon receiving any such request directly from a Data Subject.

A7. Security Incidents

A7.1 The Supplier shall notify the Buyer without undue delay (and in any event within 24 hours) upon becoming aware of a Personal Data Breach.

A7.2 Notification shall include details of the nature of the breach, categories of data affected, likely consequences, and measures taken or proposed to address the breach.

A8. Audit Rights

A8.1 The Supplier shall make available all information necessary to demonstrate compliance with this Schedule and allow for audits by the Buyer or an authorised auditor.

A9. Deletion and Return

A9.1 Upon termination of the Services, the Supplier shall, at the Buyer's choice, delete or return all Personal Data and delete existing copies unless required by law to retain them.

SCHEDULE B: SERVICE LEVELS AND PERFORMANCE

B1. Service Level Commitment

B1.1 BetterGov is committed to delivering services to the highest standards. Our track record demonstrates 100% on-time delivery across 95+ projects for over 30 public sector organisations.

B1.2 The following Service Levels represent our standard commitments. Project-specific Service Levels may be agreed in the Order Form.

B2. Standard Service Levels

Service Level	Target	Measurement
Project Milestones	100% on time	Monthly
Deliverable Quality	First-time acceptance >90%	Per deliverable
Resource Availability	>95% of planned days	Monthly
Issue Response (P1)	< 4 hours	Per incident
Issue Response (P2)	< 8 hours	Per incident
Issue Response (P3)	< 2 Working Days	Per incident
Report Delivery	Within 5 Working Days	Monthly
Knowledge Transfer	Per Schedule C plan	Per engagement

B3. Priority Definitions

- Priority 1 (Critical): Issue preventing live service operation or causing significant data loss
- Priority 2 (High): Issue significantly impacting service but with workaround available
- Priority 3 (Medium): Issue with limited impact on service operation

B4. Service Level Reporting

B4.1 The Supplier shall report performance against Service Levels in accordance with Schedule D.

B4.2 Where Service Levels are not met, the Supplier shall provide root cause analysis and a remediation plan.

B5. Continuous Improvement

B5.1 The Supplier shall identify and propose improvements to service delivery throughout the engagement.

B5.2 Lessons learned shall be captured and shared with the Buyer to inform future projects.

SCHEDULE C: KNOWLEDGE TRANSFER AND CAPABILITY BUILDING

C1. Knowledge Transfer Principles

C1.1 BetterGov believes in building sustainable capability within client organisations. We are committed to leaving every client in a stronger position than when we started.

C1.2 Knowledge Transfer is not an afterthought but an integral part of how we deliver services.

C2. Knowledge Transfer Planning

C2.1 A Knowledge Transfer Plan shall be developed within the first 30 days of engagement and shall include:

- (a) identification of key knowledge areas and skills to be transferred;
- (b) identification of Buyer personnel who will receive knowledge transfer;
- (c) planned activities, timing, and methods;
- (d) success criteria and assessment methods; and
- (e) documentation to be produced.

C3. Knowledge Transfer Methods

C3.1 The Supplier shall employ appropriate methods including:

- Shadowing: Buyer staff working alongside Supplier consultants
- Coaching: One-to-one guidance and mentoring
- Training sessions: Structured group learning
- Documentation: Procedures, guides, and reference materials
- Workshops: Interactive sessions for practical application
- Reverse shadowing: Supplier observing and advising Buyer staff

C4. Documentation Standards

C4.1 All documentation shall be:

- (a) written in clear, accessible language appropriate to the intended audience;
- (b) properly version controlled;
- (c) provided in editable format to enable future updates by the Buyer; and
- (d) stored in a location accessible to appropriate Buyer personnel.

C5. Domain-Specific Knowledge

C5.1 Where the Services involve specialist systems or platforms, Knowledge Transfer shall include system configuration and administration, workflow design and maintenance, reporting and data extraction, integration management, change management processes, and troubleshooting common issues, tailored to the specific technologies deployed.

C6. Assessment and Sign-off

C6.1 Knowledge Transfer shall be formally assessed and signed off by the Buyer before completion of the engagement.

C6.2 The Supplier shall provide a period of supported operation during which Buyer staff take the lead with Supplier support available.

SCHEDULE D: SECURITY AND GOVERNANCE

D1. Security Certifications

D1.1 BetterGov maintains the following security certifications:

- Cyber Essentials Plus (renewed annually)

D1.2 Certificates shall be provided to the Buyer on request.

D1.3 The Supplier shall ensure that any subcontractor processing Personal Data or OFFICIAL data holds a valid Cyber Essentials certificate, in accordance with G-Cloud 15 framework requirements.

D2. Information Security Requirements

D2.1 The Supplier shall:

- (a) classify and handle all Buyer data in accordance with the Government Security Classifications policy;
- (b) ensure all personnel have appropriate security clearance where required;
- (c) encrypt all data in transit and at rest using industry-standard encryption;
- (d) implement access controls based on the principle of least privilege; and
- (e) maintain audit logs of access to Buyer systems and data.

D3. Incident Management

D3.1 The Supplier shall maintain incident management procedures and shall notify the Buyer of any security incident without undue delay.

D3.2 For security incidents involving Personal Data, the requirements in Schedule A shall apply.

D4. Governance Structure

D4.1 Unless otherwise agreed in the Order Form, the following governance structure shall apply:

Forum	Frequency	Purpose
Project Board	Monthly	Strategic oversight and decisions
Working Group	Weekly/Fortnightly	Operational progress and issues
Stand-up	Daily (if Agile)	Immediate priorities and blockers

D5. Reporting

D5.1 The Supplier shall provide the following reports:

- Monthly Progress Report: Status, milestones, risks, issues, finances
- Service Level Report: Performance against Service Levels in Schedule B
- Risk Register: Updated at least monthly
- RAID Log: Risks, Assumptions, Issues, Dependencies

D5.2 Report templates shall be agreed with the Buyer at engagement commencement.

D6. Escalation

D6.1 Issues shall be escalated according to the following hierarchy:

- Level 1: Project Manager / Delivery Lead (within 24 hours)
- Level 2: Engagement Director / Buyer Project Director (within 48 hours)
- Level 3: BetterGov Director / Buyer Senior Responsible Owner (within 5 Working Days)

D6.2 Escalation contacts shall be confirmed at engagement commencement.

D7. Change Control

D7.1 Changes to scope, timescales, or costs shall be managed through the change control process specified in Clause 13 and the Call-Off Contract.

D7.2 The Supplier shall assess and provide impact analysis for proposed changes within five (5) Working Days of request.

--- END OF TERMS AND SCHEDULES ---