



SUPPLIER TERMS & CONDITIONS FOR G-CLOUD SERVICES

TERMS OF BUSINESS

1. Application and Order of Precedence

These Supplier Terms and Conditions (“Supplier Terms”) apply to all services provided by ADROC Limited (“adroc”) under the G-Cloud Framework.

These Supplier Terms supplement the applicable Framework Agreement, Call-Off Contract, and any Order Form. In the event of any conflict, the order of precedence set out in the Framework Agreement shall apply.

2. Basis of Service Delivery

Services may be delivered on a time and materials basis, fixed price basis, or such other charging structure as expressly set out in the applicable Order Form.

Where services are delivered on a time and materials basis, charges shall be calculated by reference to the time spent by adroc personnel at the rates set out in the Order Form or agreed rate card. Such rates shall apply for the duration of the Order Form unless otherwise agreed in writing.

Time worked may be charged on a pro-rata basis.

3. Working Time

Unless otherwise agreed in the Order Form:

- A standard professional day consists of 7.5 hours worked during Business Hours.
- Additional hours, overtime, or work outside Business Hours shall be chargeable only where expressly agreed in writing.

4. Provision of Services

adroc shall provide the services using reasonable skill and care and in accordance with good industry practice. Any dates, milestones, or delivery times are estimates unless expressly stated otherwise in the Order Form, adroc shall will use reasonable endeavours to meet them.



5. No Obligation for Continuous Services

Nothing in these Supplier Terms creates an obligation on the Buyer to procure, or on adroc to provide, any minimum volume of services.

6. Subcontracting and Personnel

adroc may engage subcontractors and delivery partners in the provision of services and may replace or substitute personnel where reasonably necessary, provided that any replacement has equivalent skills and experience.

Personnel supplied by adroc are not employees, agents, or partners of the Buyer.

Nothing in these Supplier Terms creates a partnership, joint venture, or relationship of employer and employee between the parties.

7. Fees

Fees are payable for services properly performed in accordance with the Order Form, whether or not the Buyer fully utilises the services or deliverables.

All fees are exclusive of VAT, which shall be payable at the applicable rate.

8. Expenses

Fees exclude expenses unless expressly agreed in writing in the Order Form. Only reasonable and properly incurred expenses which have been pre-approved may be charged.

9. Invoicing and Payment

Fees shall be invoiced in accordance with the applicable Order Form and paid within the payment period specified in the Call-Off Contract.

The payment period shall commence upon receipt of a valid and undisputed invoice.

All payments shall be made in accordance with the Procurement Act 2023 and applicable public sector payment requirements.

10. Disputed Charges

Where the Buyer disputes any part of an invoice, it shall notify adroc promptly and provide reasonable detail of the dispute.

Any undisputed amounts shall be paid in accordance with these Supplier Terms.

11. Late Payment

adroc reserves the right to charge interest on overdue undisputed amounts at a rate of two percent (2%) above the Bank of England base rate, accruing daily.

12. Buyer Responsibilities

The Buyer shall provide timely access to information, systems, environments, personnel, decisions, and approvals reasonably required for delivery.

adroc shall not be liable for any delay or failure arising from the Buyer's acts or omissions.

13. Change Control

No change to scope, effort, timetable, or delivery approach shall take effect unless agreed in writing in accordance with the change control provisions of the applicable Call-Off Contract.

14. Acceptance

Services shall be deemed accepted unless the Buyer raises a written dispute within the period specified in the Call-Off Contract or, where none is specified, within a reasonable time.

15. Suspension for Non-Payment

Without prejudice to any other rights, adroc may suspend services where any undisputed invoice remains unpaid beyond the applicable payment period.

16. Confidentiality and Data Protection

Each party shall comply with confidentiality obligations and applicable data protection legislation, including UK GDPR and the Data Protection Act 2018, as set out in the Call-Off Contract.

17. Intellectual Property

Intellectual property rights shall be allocated strictly in accordance with the Framework Agreement and Call-Off Contract.

18. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control.

19. Non-Solicitation

During delivery and for a reasonable period thereafter, the Buyer shall not solicit or engage AdRoc personnel without adroc's prior written consent.

20. Liability

Nothing in these Supplier Terms limits or excludes liability that cannot be limited by law. Any liability caps shall be as set out in the Call-Off Contract.

21. Survival

Clauses relating to fees, payment, confidentiality, data protection, intellectual property, liability, and governing law shall survive termination.

22. Governing Law

These Supplier Terms are governed by and construed in accordance with the laws of England and Wales.