Generation Digital Limited
G-Cloud 15 Terms and Conditions
for the Supply of Cloud Software and Software Services

Version 1.0 | Date: 28 January 2026

Framework: Crown Commercial Service G-Cloud 15 (RM1557.15)
Supplier: Generation Digital Limited (Company No. 10407335)

Document Control

Version	Date	Author	Summary of Changes
1.0	28 January 2026	Generation Digital Limited	Initial version for G-Cloud 15 use.

Important Notice

This document is provided as a supplier service terms annex for procurements made via Crown Commercial Service G-Cloud 15 (RM1557.15). It is intended to describe Generation Digital Limited's standard terms for the provision of cloud software and related software services. Where services are purchased under RM1557.15, the applicable Call-Off Contract (including the Order Form and CCS schedules) will govern and, in the event of conflict, shall take precedence over these Terms and Conditions.

1. Definitions and Interpretation

In these Terms and Conditions ("Terms"), capitalised words have the meanings given in the RM1557.15 Call-Off Contract and/or the Order Form, unless defined otherwise in this document. Headings are for convenience only and do not affect interpretation.

2. Contract Structure and Order of Precedence

2.1 For purchases made via RM1557.15, the call-off contract is formed by completion and signature (or other binding agreement) of the CCS Order Form, together with the applicable call-off schedules and any buyer-specific requirements incorporated in accordance with the framework.

2.2 These Terms apply only to the extent they are expressly incorporated into the Order Form and are not inconsistent with the RM1557.15 Call-Off Contract.

2.3 If there is any conflict between documents forming the call-off contract, the order of precedence is that stated in the RM1557.15 Call-Off Contract.

3. Scope of Supply

3.1 Generation Digital Limited ("Supplier") provides the following categories of services (as specified in the Order Form):

- a) Cloud software: supply of software subscriptions/licences (including as a reseller where applicable).
- b) Software services: implementation, configuration, integration, data migration, user enablement, training, and change management services.
- c) Support services: service desk, administration, optimisation, and managed services for supported platforms.

3.2 Any deliverables, milestones, acceptance criteria, performance levels, and security requirements are as set out in the Order Form and applicable schedules.

4. Buyer Responsibilities

4.1 The Buyer shall provide timely access to personnel, systems, data, and facilities reasonably required for the Supplier to perform the services, and shall make decisions and approvals within agreed timescales.

4.2 The Buyer is responsible for ensuring that its use of the software and services complies with applicable laws and internal policies, including information security and acceptable use policies.

5. Software Licensing and Third-Party Terms

5.1 Where the Order Form includes third-party software, the Buyer’s use of that software is subject to the relevant publisher’s end user licence agreement or subscription terms ("Third-Party Terms").

5.2 The Supplier will use reasonable endeavours to make Third-Party Terms available to the Buyer on request, and will pass through publisher notices and relevant changes where notified.

5.3 Except as expressly stated in the Order Form, the Supplier does not grant any rights in third-party software beyond the rights granted by the publisher.

6. Professional and Software Services Delivery

6.1 The Supplier shall perform software services with reasonable skill and care, using appropriately qualified personnel.

6.2 Unless otherwise agreed in the Order Form, services are provided remotely. On-site services, where required, are subject to reasonable travel and expense arrangements set out in the Order Form.

6.3 Any acceptance testing, implementation plans, and deliverable review processes shall be as set out in the Order Form and applicable call-off schedules.

7. Service Levels and Support

7.1 If service levels apply, they will be documented in the Order Form and/or the Performance Levels schedule and will specify service hours, response targets, and service credits (if any).

7.2 The Supplier will maintain a ticketing process for incidents and requests. Escalation routes and key contacts will be agreed at project initiation.

8. Information Assurance and Security

8.1 The Supplier shall comply with the security requirements set out in the Order Form and the applicable Security schedule(s) for the call-off contract.

8.2 The Buyer shall ensure that its users follow agreed security controls, including credential management and access control practices.

9. Data Protection

9.1 Each party shall comply with applicable data protection laws, including the UK GDPR and the Data Protection Act 2018.

9.2 Where the Supplier processes personal data on behalf of the Buyer, the parties shall complete and comply with the Processing Data schedule and any controller/processor obligations set out in the call-off contract.

9.3 The Supplier may use subcontractors and sub-processors in accordance with the call-off contract. Where required, the Supplier will maintain appropriate contractual protections and flow-down obligations.

10. Confidentiality, Transparency, and FOIA

10.1 Each party shall keep the other party's Confidential Information confidential and shall use it only for the purpose of performing its obligations under the call-off contract.

10.2 The Buyer may be subject to disclosure obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The parties will identify any genuinely commercially sensitive information in the Commercially Sensitive Information schedule where applicable.

10.3 Nothing in these Terms prevents disclosure required by law, regulation, or a competent authority, provided reasonable notice is given where lawful.

11. Intellectual Property

11.1 Intellectual property rights are allocated as set out in the call-off contract and the Intellectual Property Rights schedule.

11.2 Unless otherwise agreed, the Supplier retains ownership of its pre-existing materials and methodologies. The Buyer receives the rights necessary to use deliverables for its internal business purposes, subject to the call-off contract.

12. Charges, Invoicing, and Payment

12.1 Charges are as stated in the Order Form and Pricing Details schedule. All charges are exclusive of VAT unless stated otherwise.

12.2 Unless otherwise agreed, the Supplier will invoice monthly in arrears for time and materials services and in advance for subscription fees where required by the software publisher.

12.3 The Buyer shall pay valid invoices in accordance with the payment terms in the call-off contract.

13. Change Control

13.1 Changes to the scope, deliverables, timescales, or charges shall be managed using the call-off contract change control mechanism (including the Variation Form where applicable).

14. Warranties and Remedies

14.1 The Supplier warrants that it will perform the services with reasonable skill and care.

14.2 Except as expressly stated in the call-off contract, all warranties, conditions, and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

15. Liability

15.1 The parties' liabilities are as set out in the call-off contract. Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.

16. Term and Termination

16.1 The term of the call-off contract is as stated in the Order Form. Termination rights are as set out in the call-off contract.

16.2 On termination or expiry, the Supplier will provide exit assistance as specified in the Exit Management schedule and/or Order Form.

17. Subcontracting and Key Personnel

17.1 The Supplier may use subcontractors in accordance with the call-off contract. Where subcontractors are identified as key subcontractors, the Supplier will comply with the relevant schedule and obtain required approvals.

17.2 Key Supplier Staff (if any) will be identified in the Order Form and managed in accordance with the relevant schedule.

18. Compliance and Ethics

18.1 The Supplier will comply with applicable laws and government policies that apply to the services, including anti-bribery, modern slavery, and sanctions compliance obligations.

18.2 The Supplier shall maintain appropriate insurances in line with the insurance requirements in the call-off contract.

19. Audit, Reporting, and Records

19.1 The Supplier will maintain records relating to delivery of the services as reasonably required to demonstrate compliance with the call-off contract.

19.2 Where management information is required, the Supplier will provide it in the format and frequency specified in the Order Form and MI schedule.

20. Dispute Resolution

20.1 The parties will attempt in good faith to resolve disputes through escalation to senior representatives. If a dispute cannot be resolved, the parties will follow the dispute resolution process in the call-off contract.

21. Governing Law

21.1 The governing law and jurisdiction are as stated in the call-off contract (typically England and Wales unless otherwise specified).

22. Notices

22.1 Notices under the call-off contract shall be served in accordance with the notice provisions in the call-off contract and the addresses set out in the Order Form.

Annex 1: Supplier Details

Legal name: Generation Digital Limited

Company number: 10407335

Registered office: Hilden Park Accountants, Tonbridge Road, Hildenborough, Tonbridge, England, TN11 9BH

Primary contact email: hello@gend.co

Website: www.gend.co

Annex 2: Standard Support Model (Illustrative)

This annex is illustrative only. The applicable support model, service hours, and targets must be specified in the Order Form and/or Performance Levels schedule.

- Service hours: Monday to Friday, 09:00–17:30 UK time (excluding UK public holidays), unless otherwise agreed.
- Priority definitions, response and resolution targets to be agreed per service.
- Escalation: Service Delivery Lead -> Account Director -> Executive Sponsor.

Annex 3: Order Form Inputs (Buyer to Complete)

Buyer name and address

Buyer contact and authorised signatory

Service description and scope (software, services, support)

Delivery locations and service model (remote/on-site)

Start date, end date, and any extension options

Charges and payment profile

Security, data protection, and assurance requirements

Acceptance criteria, milestones, and service levels

Key Supplier Staff and key subcontractors (if any)