

Bourne Valley Systems Ltd

Terms and Conditions for Cloud Support

G-Cloud 15

12th January 2026

AGREEMENT FOR THE SUPPLY OF SERVICES

This agreement is made between The Buyer and The Supplier, as outlined in the attached Schedule.

WHEREAS

The Supplier carries on the business of the provision of services relating to all aspects specified in the attached Schedule.

The Buyer has been requested by the Supplier and the Supplier has agreed with the Buyer to provide the services on the terms and subject to the conditions of this agreement.

IT IS HEREBY AGREED THAT

1 Definitions

1.1 "Consultant" shall mean the Supplier's personnel including employees, subcontractors, agents and substitutes of the Supplier. who are suitably qualified and will physically perform the services, or any substitute in accordance with this agreement.

1.2 "Agreement" shall mean this agreement.

1.3 "Services" shall mean the services to be supplied by the Supplier for the purposes of the project pursuant to the attached Schedule.

1.4 "Project" shall mean the discrete project identified in the attached Schedule.

1.5 "Confidential Information" shall mean all non-public information, written or oral, disclosed directly or indirectly through any means of communication by either The Buyer or The Supplier, or any of its affiliates, subcontractors, partners, or third-party suppliers during the period of this Agreement.

1.6 "Intellectual Property" shall mean patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, methodologies, proprietary processes, inventions, knowhow, trade secrets, computer software programs, and other intangible proprietary information.

2 The Service

2.1 The Supplier hereby warrants the following undertakings:

2.1.1 The Supplier represents and warrants that any Consultant utilised by the Supplier under this Agreement is qualified and sufficiently skilled to perform the Services required for this Agreement in accordance with the standards of good professional practice. The Supplier further represents that the Consultant possesses all skills, education, qualifications, and experience described in any CV presented to the Buyer by the Supplier or Consultant;

2.1.2 The Services will be provided with due skill and diligence.

3 Confidentiality and Ownership of Right

3.1 The Supplier undertakes that it and the Consultant(s) will keep in strictest confidence all details of the services, systems, business, and methodologies (Confidential Information) belonging to and the affairs of the Buyer, or of the Buyer's customers which may come to its/his/her knowledge whilst providing the Services. This undertaking does not relate to information or details which are already

known to the persons concerned, which is or later becomes public knowledge or which is disclosed to the Supplier or Consultant by a third party.

3.2 The Buyer recognises that the Supplier or the Consultant may provide content, Confidential Information, Intellectual Property, or proprietary information during the provision of the services, and possibly in order to deliver those services. Where that information is under the direct control and ownership of the Supplier, this material is provided, and unless stated otherwise, included in the pricing of this Agreement. The license to use such information is non-transferable without the agreement of the Supplier.

3.3 For the avoidance of doubt, this Supply of Services does not include any transfer of Intellectual Property, but, and where appropriate, each party will make available any information or materials that it reasonably can, that would be necessary in-order to deliver the services requested.

3.4 The Buyer will not disclose any Confidential information or Intellectual Property of the Supplier, Consultant or any party introduced through this Agreement to any third party without the written permission of the Supplier.

4 Working for third parties and non-solicitation

4.1 It is acknowledged that the Supplier shall be fully entitled to service other contracts during the currency of this Agreement where this does not conflict with its performance of the Services defined in the attached Schedule.

5 Payment

5.1 Settlement of the Agreement will be in instalments according to the milestones, work packages or Consultant time, and invoiced in line with the details in the attached Schedule.

5.2 The Supplier shall submit invoices in the agreed form to the Buyer as detailed in the Schedule to this Agreement.

5.3 The Buyer agrees to meet the Supplier's invoices in full within the terms outlined in the Schedule.

5.4 There may be periods within the duration of the Project, where the Buyer does not require the Services to be completed. For periods when the Supplier is not delivering Services to the Buyer, the Supplier will not charge. The Supplier is not entitled to payment during these periods where Services are not being undertaken or delivered.

6 Supplier's Responsibilities

6.1 Whilst the Supplier's method of working shall be its own, the Supplier will ensure the Services provided, as outlined in the attached Schedule, is strictly adhered to and carried out with due diligence and care.

6.2 Should the Supplier deem it necessary to find a replacement or substitute for the Consultant(s), it may. However, this may be subject to the Buyer approving the replacements experience, qualifications, and where necessary Security Clearance; such approval will not be unreasonably withheld.

6.3 The Supplier shall be exclusively liable for and shall indemnify the Buyer against any taxes assessed or charged in respect of any payment made by the Buyer to the Supplier by reason of this Agreement or performance thereof or the provision of the Services hereunder other than taxes payable by the Buyer in the ordinary course on profits accruing to the Buyer from this Agreement.

6.4 Both parties acknowledge and accept that this is an Agreement for the supply of professional services and not a contract of employment.

6.5 The Supplier shall rectify, at its own expense and in its own time, any defective works reasonably notified to it during the period of this Agreement. The Supplier will be liable to refund to the Buyer payment for any work which proves not to have been performed at all or not performed with due skill and diligence.

6.6 It is a condition of this Agreement that the Supplier undertakes that it and the Consultant shall at all times comply with the relevant provisions of the Buyer's prevailing Health, Safety and Security Policies, insofar as they are applicable to an independent contractor, Consultant or visitor.

7 Governmental Regulations

7.1 Each party hereto shall be solely responsible for complying with the applicable legislation of the territory where the Services are performed, when performing their activities under or in connection with this Agreement. Without limiting the generality of the foregoing, each party shall be responsible for compliance with the applicable tax, national insurance and similar regulations applicable to its activities hereunder.

7.2 In particular, it is expressly agreed that the Supplier shall be responsible for ensuring that all applicable tax payments based on the performance of the Services by the Consultants, on behalf of the Supplier, are made.

8 Termination

8.1 Without prejudice to any other remedies the Buyer may terminate this Agreement forthwith in the case of the Supplier committing a breach of its obligations hereunder or failing to remedy that breach within seven (7) calendar days of receiving written notice so to do. In the case of a serious breach which is not capable of being remedied, then the Agreement may be terminated by the Buyer without the need for such notice.

8.2 The Supplier or the Buyer may terminate this Agreement at any time upon a notice period as identified in the attached Schedule.

8.3 Except as otherwise provided in this Clause, this Agreement shall take effect from the Commencement Date specified in the Schedule hereto and shall terminate on the Estimated Completion Date specified in the Schedule or the actual and satisfactory completion of the Services in the reasonable opinion of the Buyer.

9 Liability

9.1 The Supplier shall indemnify and hold the Buyer harmless from any and all liability, actions, losses, damages, claims, demands or injuries whatsoever (including expenses, court costs, and reasonable legal fees thereof), incurred by the Buyer as a result of any negligence or intentional act or omission or unprofessional conduct of the Supplier's duties under this Agreement. This indemnification shall include, but not be limited to, claims for infringement of patents, trademarks, or copyrights, or misappropriation of trade secrets or other Confidential Information. All liability in relation to this Contract will not exceed that outlined in the Schedule.

9.2 The Services has been negotiated and agreed by the Supplier with the Buyer in the context of information provided by the Buyer as to the Buyer's particular needs and requirements. The Services have been prepared and costed accordingly.

Therefore:

9.2.1 The Supplier shall have no liability to the Buyer for any delay, loss, damage, costs, expenses or

other claims for compensation arising from any information or instructions supplied by the Company which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, arising from their late arrival or non-arrival, or any other fault of the Buyer;

9.2.2 The Supplier shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from the Company making use of the Services for any purpose not clearly disclosed to the Supplier or from the Buyer allowing a third party to make use of the Services

9.2.3 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly agreed in writing between the parties, the Supplier shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, other than under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arises out of or in connection with the provision of the Services or its use by the Buyer.

9.3 The Supplier shall be liable for and indemnify against the Buyer for the loss or damage of any equipment provided by the Buyer, if any.

10 Variation and Extension

10.1 The conditions of this Agreement and the contents of Schedule may not be varied save by express written agreement between the parties.

10.2 Neither party may assign this Agreement without the consent of the other provided. However, that consent shall not be required for the assignment by either party to a holding, subsidiary or associated Company.

10.3 In the event of any conflict between these terms and conditions and the Schedule attached hereto, the terms of the Schedule shall prevail.

10.4 When this agreement has ended, there is no obligation on the Buyer to offer any further work to the Supplier, and there is no obligation on the Supplier to accept any further offers of work, if any. During the period of the agreement it is agreed that the Buyer may not provide continual work to the Supplier and will not have any liability for periods when work is not done.

11 Warranty

11.1 Each of the parties warrants its power to enter into this Agreement and has obtained all necessary approvals so to do.

12 Jurisdiction

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Schedule1

This schedule forms an integral and binding part of the contract signed between the buyer and supplier, and subject to the terms and conditions of the Agreement for the Supply of Services.

1. Contract ID	
2. The Supplier	Bourne Valley Systems Ltd 6 Applegate, St Mary Bourne, Hampshire, SP11 6DT Incorporated in England No: 06259352
3. The Buyer	
4. Buyer's Contact	
5. Description of Service Deliverables	
6. Supplier's Personnel & Rates	As per our SFIA rate card
7. Primary Work Location(s)	As required
8. Service Commencement Date	
9. Service Completion Date	Either pre-agreed or estimated
10. Standard Working Hours	Monday-Friday, excluding national holidays
11. Termination Notice Period	
12. Payment Terms	Monthly
13. Expenses	Reasonable travel, accommodation and project expenses to paid. All Expenses to be agreed in advance in writing (email) by customer
14. Special Conditions	
15. Invoice Terms	Invoices will be raised monthly, in arrears
16. Settlement Terms	30 days from date of Invoice
17. Invoice Address Point of Contact	

The Supplier

Company Name: Bourne Valley Systems Ltd

Signed:

Position: Director

Print Name: J. AHL

Date:

The Buyer

Company Name:

Signed:

Position:

Print Name:

Date: