



TERMS & CONDITIONS

*Cloud Discovery & Technical
Assessment Services*

73 Church View, Hollywood,
BT18 9LN – United Kingdom
+44 (0)2890 394 431
info@cranmo.re



Contents

1. Scope and Application.....	3
1.1 Framework Terms	3
1.2 Contract Documents	3
2. Service Delivery	3
2.1 Professional Services.....	3
2.2 Performance Standards.....	3
3. Intellectual Property Rights.....	3
3.1 Buyer Ownership	3
3.2 Cranmore Ownership.....	3
4. Data Protection.....	4
4.1 Data Protection Roles	4
5. Buyer Obligations.....	4
5.1 Information and Data Provision	4
6. Pricing and Payment.....	4
7.1 Fees.....	4
7.2 Payment Terms.....	4
7.3 Late Payment.....	4
8. Liability and Indemnity	4
8.1 Liability Cap	4
8.2 Unlimited Liability	4
9. Termination	5
9.1 Termination for Convenience.....	5
9.2 Knowledge Transfer	5
10. General Provisions	5
10.1 Confidentiality	5
10.2 Dispute Resolution	5
10.3 Jurisdiction	5

1. Scope and Application

1.1 Framework Terms

These Terms and Conditions ("Cranmore Terms") supplement and are subject to the Crown Commercial Service (CCS) General Terms for G-Cloud Framework Agreement RM1557.15 ("Framework Terms"). In the event of any conflict between these Cranmore Terms and the Framework Terms, the Framework Terms shall prevail.

1.2 Contract Documents

Each Call-Off Contract comprises the following documents in order of precedence:

- CCS General Terms (Framework Terms RM1557.15)
- Call-Off Order Form
- Applicable Call-Off Schedules
- Cranmore Service Definition Document (Cranmore Cloud Discovery & Technical Assessment Services)
- These Cranmore Terms and Conditions
- Cranmore's Tender Response (if applicable)

2. Service Delivery

2.1 Professional Services

Cranmore shall provide Cloud Discovery & Technical Assessment Services, and ongoing support as specified in the Order Form or Statement of Work. All services shall be performed with reasonable skill and care in accordance with Good Industry Practice and applicable professional standards.

2.2 Performance Standards

Cranmore warrants that services will:

- Be performed in accordance with agreed Service Levels and specifications
- Comply with responsible Discovery and Consultancy principles including fairness, transparency, and accountability
- Utilise personnel with appropriate qualifications, experience, and security clearances
- Follow ethical consultation frameworks and bias mitigation strategies

These warranties are subject to Buyer compliance with obligations in Section 5 (Buyer Obligations).

3. Intellectual Property Rights

3.1 Buyer Ownership

The buyer owns all intellectual property rights in:

- Discovery documents and business case materials provided to the buyer by Cranmore
- Custom workflows, configurations, modelling, and MVPs specific to the buyer
- Documentation, Discovery materials, and operational procedures specific to the buyer

3.2 Cranmore Ownership

Cranmore retains all intellectual property rights in:

- Pre-existing methodologies, frameworks, and tools used in service delivery
- Code libraries, templates, and methodologies
- Knowledge and experience gained during engagement (excluding Buyer confidential information)

4. Data Protection

4.1 Data Protection Roles

The parties' respective roles as Data Controller and Data Processor shall be agreed in writing before commencement and documented in accordance with Call-Off Schedules 9a through 9e.

5. Buyer Obligations

5.1 Information and Data Provision

Buyer shall:

- Provide accurate, complete business process documentation and requirements
- Grant necessary access to systems, data sources, and subject matter experts
- Provide timely decisions at project gateway points
- Allocate resources for user acceptance testing and validation

6. Pricing and Payment

6.1 Fees

Buyer shall pay fees as specified in Order Form including:

- Cloud Discovery & Technical Assessment Services fees
- Additional services or enhancements

6.2 Payment Terms

- Discovery – Invoiced upon completion of Discovery deliverables
- Payment Period – 30 days from receipt of valid, undisputed invoice

6.3 Late Payment

Late payments accrue interest at statutory rate (8% per annum plus Bank of England base rate). Cranmore reserves right to suspend service delivery for non-payment exceeding 30 days following written notice.

7. Liability and Indemnity

7.1 Liability Cap

Subject to Section 8.2, Cranmore's total aggregate liability under each Contract shall be limited to the lesser of:

- Five million pounds (£5,000,000); or
- 125% of total fees paid or payable in the 12-month period immediately preceding the event

7.2 Unlimited Liability

Nothing limits or excludes liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of Data Protection Legislation
- Any other liability that cannot be limited by law

8. Termination

8.1 Termination for Convenience

Buyer may terminate by giving Cranmore not less than 90 days' written notice. Upon termination for convenience, Buyer shall pay all fees for services delivered plus reasonable committed and unavoidable costs. Buyer receives all deliverables completed to termination date including documentation, and intellectual property per Section 3.1.

8.2 Knowledge Transfer

Upon termination, Cranmore shall provide reasonable knowledge transfer ensuring Buyer can progress Discovery services as required. Knowledge transfer includes documentation, findings, examined procedures, and operational requirements emerging as a result of investigations limited by the work carried out at the time of termination.

9. General Provisions

9.1 Confidentiality

Each party shall keep confidential all Confidential Information. Confidentiality obligations regarding trade secrets continue in perpetuity; other information for five (5) years following termination.

9.2 Dispute Resolution

Disputes shall be resolved through escalation, mediation, and if necessary, the courts of Northern Ireland in accordance with Call-Off Schedule 21 (Northern Ireland Law).

9.3 Jurisdiction

These Terms are governed by the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction.
