



TERMS & CONDITIONS

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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:

1. CCS General Terms (Framework Terms RM1557.15)
2. Call-Off Order Form
3. Applicable Call-Off Schedules
4. Cranmore Service Definition Document (Agility365 Low-Code Platform)
5. These Cranmore Terms and Conditions
6. Cranmore's Tender Response (if applicable)

References to "Customer" or "Buyer" mean the contracting public sector organisation. References to "Cranmore" or "Supplier" mean Cranmore Consulting Limited.

2. Platform Licence

2.1 Grant of Licence

Subject to Buyer's compliance with these Terms and payment of applicable fees, Cranmore grants Buyer a non-exclusive, non-transferable licence during the Contract Period to use the Agility365 platform ("Platform") for Buyer's internal business purposes.

2.2 Licence Models

The following licensing model is available:

2.2.1 Enterprise Licence

Server licence provides unlimited platform access for any number of users within Buyer's organisation.

2.3 Permitted Use

Buyer may use the Platform to:

- Design, develop, deploy, and operate custom applications for Buyer's internal business purposes
- Create citizen-facing portals and public services where such use serves Buyer's public sector functions

- Integrate Platform with Buyer's existing systems and data sources
- Create archival and backup copies as reasonably necessary for business continuity

2.4 Licence Restrictions

Buyer shall not:

- Sublicense, rent, lease, sell, or otherwise transfer Platform access to third parties
- Reverse engineer, decompile, disassemble, or attempt to derive source code of the Platform
- Remove, alter, or obscure any proprietary notices from the Platform
- Use Platform to develop competing products or services
- Use Platform beyond the scope expressly authorised by the licence model selected

2.5 Licence Survival

Platform licences granted under Call-Off Contracts survive termination or expiry of the Framework Agreement. Applications developed using the Platform during the Contract Period may continue to operate following termination, subject to Buyer maintaining appropriate hosting arrangements and complying with any third-party licence requirements.

3. Implementation Services

3.1 Professional Services

Cranmore shall provide professional services for application design, development, testing, deployment, and training 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.

3.2 Performance Standards

Cranmore warrants that implementation services will:

- Be performed in accordance with agreed Service Levels and specifications
- Achieve stated objectives and requirements documented during Discovery phase
- Comply with GDS Service Standard and WCAG 3 accessibility requirements where specified
- Utilise personnel with appropriate qualifications, experience, and security clearances

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

3.3 Warranty Exclusions

Cranmore's warranties do not extend to defects arising from:

- Buyer's failure to maintain hosting infrastructure in accordance with specifications
- Unauthorised modifications to applications or Platform by Buyer personnel
- Security incidents attributable to Buyer's systems, networks, or personnel
- Inaccurate, incomplete, or misleading information provided by Buyer
- Buyer's failure to apply recommended updates or security patches

- Use beyond documented scope, capacity, or intended purpose
- Microsoft platform outages, service degradations, or changes

4. Intellectual Property Rights

4.1 Platform Ownership

Cranmore retains all intellectual property rights in the Agility365 platform including software code, architecture, methodologies, frameworks, documentation, and any improvements or enhancements made during Buyer engagement. Buyer acquires no rights except the express licence granted in Section 2.

4.2 Buyer Application Ownership

Buyer owns all intellectual property rights in:

- Business logic, workflows, and configurations specific to Buyer applications
- Content, data, images, and materials uploaded to or created through applications
- Documentation specific to Buyer's business processes and requirements
- All Buyer Data and pre-existing Buyer materials

Notwithstanding Buyer ownership, applications remain dependent on the Platform and Buyer licence, and Buyer acknowledges that separation of applications from Platform may not be technically feasible.

4.3 Third Party Components

Platform incorporates Microsoft technologies and other third-party components. Buyer is responsible for obtaining and maintaining necessary cloud licences (e.g. Azure, Microsoft 365, AWS etc.) for its environment. Cranmore ensures all third-party components included in Platform are properly licensed.

5. Buyer Obligations

5.1 Information and Access

Buyer shall:

- Provide complete, accurate, and timely information regarding requirements, processes, systems, and data
- Grant necessary access to systems, documentation, and personnel required for service delivery
- Ensure availability of subject matter experts for requirements clarification and decision-making
- Provide timely approvals at defined project gateway points
- Allocate appropriate resources for User Acceptance Testing
- Maintain hosting infrastructure meeting Platform technical requirements

5.2 Communication and Cooperation

Buyer acknowledges that successful delivery requires active participation, open communication, and honest disclosure of relevant information. Failure to provide required information or cooperation may result in project delays, additional costs, or inability to achieve stated objectives.

6. Change Control

6.1 Scope Changes

Change requests must be submitted using Joint Schedule 2: Variation Form v1.0. Changes to initially agreed scope may incur additional time and costs. Cranmore does not commit to performing work beyond initially agreed scope without written agreement.

6.2 Change Request Process

All scope changes require:

1. Written change request from Buyer's authorised representative
2. Impact assessment by Cranmore documenting technical, schedule, and cost implications
3. Written approval by Cranmore's Technical Director, Operations Director, or Solutions Director
4. Formal agreement documenting revised scope, costs, and timelines

7. Data Protection and Security

7.1 Data Protection Roles

The parties' respective roles as Data Controller and Data Processor shall be agreed in writing before commencement of services and documented in accordance with Call-Off Schedule 9B (Security: Consultancy). Where Cranmore processes Personal Data on behalf of Buyer, the provisions of Call-Off Schedules 9a through 9e apply.

7.2 Data Security

Cranmore implements appropriate technical and organisational measures including:

- Encryption of Personal Data in transit and at rest
- Access controls ensuring processing by authorised personnel only
- Regular security testing and vulnerability assessments
- Incident response procedures including 24-hour breach notification

7.3 Data Retention and Deletion

Upon termination or at Buyer's request, Cranmore shall delete or return all Personal Data within 30 days and delete existing copies unless retention is required by law. Cranmore shall manifestly certify deletion. Buyer retains responsibility for extracting application data prior to termination using Platform export functionality.

8. Pricing and Payment

8.1 Fees

Buyer shall pay fees as specified in Order Form including:

- Platform licence fees (server licence or per-user licences)
- Implementation services fees (fixed price or time and materials)
- Support and maintenance fees
- Any additional services or customisations

8.2 Payment Terms

- Platform Licences – Invoiced monthly in advance
- Implementation Services – Invoiced monthly in arrears based on work completed
- Payment Period – 30 days from receipt of valid, undisputed invoice
- Valid Invoices – Must comply with Framework Terms Clause 4.5

8.3 Late Payment

Late payments accrue interest at the 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 and opportunity to cure.

9. Liability and Indemnity

9.1 Liability Cap

Subject to Section 9.2, 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

9.2 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

10. Termination

10.1 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.

10.2 Termination for Cause

Either party may terminate immediately for material breach including:

- Non-payment exceeding 30 days after written notice
- Insolvency event
- Breach of confidentiality or data protection obligations
- Material breach of licence restrictions in Section 2.4

10.3 Effect of Termination

Upon termination, Buyer's licence to access Platform ceases, though applications developed during Contract Period may continue to operate. Buyer must extract all data within termination notice period. Cranmore will delete all Buyer data 30 days following termination unless otherwise agreed.

11. General Provisions

11.1 Entire Agreement

The Contract constitutes the entire agreement and supersedes all prior agreements, representations, or understandings whether written or oral.

11.2 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.

11.3 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).

11.4 Jurisdiction

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