



TERMS & CONDITIONS

*Digital, Cloud & Enterprise
Architecture Strategy*

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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 (Digital, Cloud & Enterprise Architecture Strategy)
5. These Cranmore Terms and Conditions
6. Cranmore's Tender Response (if applicable)

2. Service Delivery

2.1 Professional Services

Cranmore shall provide Digital, Cloud & Enterprise Architecture Strategy 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.

2.2 Performance Standards

Cranmore warrants that services will:

- Deliver within agreed timescales and budget
- Ensure all personnel hold appropriate certifications and security clearances as required
- These warranties are subject to Buyer compliance with obligations in Section 5 (Buyer Obligations).

2.3 Warranty Exclusions

Cranmore's warranties do not extend to performance issues arising from:

- Inferior quality, incomplete, biased, or unrepresentative data provided by Buyer
- Inaccurate, incomplete, or misleading business process documentation
- Changes to underlying business processes without corresponding updates
- Buyer's failure to implement recommended governance, oversight, or monitoring

3. Intellectual Property Rights

3.1 Buyer Ownership

Buyer owns all intellectual property rights in:

- Outputs developed specifically for Buyer's use cases
- Documents and business case materials provided by Cranmore specific to Buyer
- Custom workflows, configurations, and integration code specific to Buyer

- Documentation, training materials, and operational procedures specific to Buyer implementation

3.2 Cranmore Ownership

Cranmore retains all intellectual property rights in:

- Pre-existing methodologies, frameworks, and tools used in service delivery
- Digital, Cloud & Enterprise Architecture Strategy approaches and best practices
- Reusable code libraries, templates, and components
- Knowledge and experience gained during engagement (excluding Buyer confidential information)

4. Data Protection and AI Ethics

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
- Provide access to relevant intelligence, systems, and documentation required to meet agreed specifications
- Grant necessary access to systems, data sources, and subject matter experts
- Provide timely decisions at project gateway points
- Allocate resources for engagements and validation

6. Change Control

6.1 Scope Changes

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

7. Pricing and Payment

7.1 Fees

Buyer shall pay fees as specified in Order Form including:

- Additional services or enhancements

7.2 Payment Terms

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

7.3 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.

8. Liability and Indemnity

8.1 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

8.2 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

9. Termination

9.1 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.

9.2 Knowledge Transfer

Upon termination, Cranmore shall provide reasonable knowledge transfer related to the services provided. Knowledge transfer includes documentation of applications produced, configuration parameters, and operational support requirements.

10. General Provisions

10.1 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.

10.2 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).

10.3 Jurisdiction

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

