



Terms and Conditions

G-Cloud 15 (RM1557.15) Covoxa

Enterprise Resource Planning (ERP)
Cloud Software Implementation and
Support Services and ERP Cloud
Software Strategy, Advisory and
Consultancy

January 2026

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, expressions shall have the meanings given to them in the Supplier's Professional Services Agreement, including (without limitation): Business Day, Confidential Information, Deliverables, Fees, Services, Statement of Work, Term, VAT and Works.

1.2 References to writing include electronic communications.

1.3 Headings are for convenience only and do not affect interpretation.

1.4 References to statutes include amendments and re-enactments.

2. Provision of the Services

2.1 With effect from the Commencement Date, the Supplier shall provide the Services to the Buyer in accordance with these Terms and any applicable Statement of Work.

2.2 The Supplier shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the UK consultancy sector.

2.3 Any dates or milestones provided are estimates only and time shall not be of the essence.

2.4 The Supplier may make changes to the Services only where required to comply with applicable law or the G-Cloud Framework.

3. Client (Buyer) Obligations

3.1 The Buyer shall co-operate with the Supplier and provide all information, access and decisions reasonably required for delivery of the Services.

3.2 The Buyer shall ensure information supplied is accurate and complete.

3.3 The Supplier shall not be responsible for delays or failures caused by the Buyer's acts or omissions.

4. Change Control

4.1 Any change to the scope of the Services shall be agreed in writing.

4.2 Where a change impacts Fees or delivery timescales, the Supplier shall provide written details for Buyer approval before implementation.

5. Fees and Payment

5.1 Fees shall be as set out in the applicable G-Cloud service listing and Statement of Work.

5.2 All Fees are exclusive of VAT, which shall be payable at the prevailing rate.

5.3 The Supplier shall invoice the Buyer in accordance with the agreed schedule.

5.4 Invoices shall be payable within 30 days of receipt of a valid invoice

5.5 No interest or suspension rights shall apply except as permitted under the G-Cloud Framework.

6. Intellectual Property Rights

- 6.1 Each party retains ownership of its pre-existing intellectual property.
- 6.2 Subject to payment of Fees, the Supplier grants the Buyer a non-exclusive, royalty-free licence to use the Deliverables for its internal business purposes.
- 6.3 Nothing in these Terms transfers ownership of intellectual property unless expressly stated.

7. Confidentiality

- 7.1 Each party shall keep Confidential Information confidential and not disclose it except as permitted by law or these Terms.
- 7.2 Confidentiality obligations survive termination.

8. Data Protection

- 8.1 Each party shall comply with applicable data protection legislation.
- 8.2 Where the Supplier processes personal data on behalf of the Buyer, the parties shall comply with the data protection requirements of the G-Cloud Framework.

9. Liability

- 9.1 Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded by law.
- 9.2 Subject to clause 9.1, the Supplier's total liability shall be limited in accordance with the G-Cloud Framework liability caps.
- 9.3 Neither party shall be liable for indirect or consequential loss, except where such exclusion is not permitted under the G-Cloud Framework.

10. Insurance

The Supplier shall maintain appropriate insurance in accordance with G-Cloud requirements.

11. Term and Termination

- 11.1 These Terms commence on the date of the applicable Statement of Work and continue for the period stated therein.
- 11.2 Termination rights shall be exercised in accordance with the G-Cloud Framework Call-Off Terms.

12. Force Majeure

Neither party shall be liable for delay or failure caused by events beyond its reasonable control.

13. Assignment and Subcontracting

13.1 The Supplier may subcontract delivery of the Services but remains responsible for performance.

13.2 Assignment shall be permitted only as allowed under the G-Cloud Framework.

14. Dispute Resolution

Disputes shall be resolved in accordance with the G-Cloud Framework dispute resolution process.

15. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales, and subject to the jurisdiction provisions of the G-Cloud Framework.

End of Terms and Conditions