

# RELENTICA

Updated: Jan 2026

## Relentica G-Cloud Terms and Conditions

### 1. Definitions and Interpretation

In these Terms:

- **Client** means a public sector body entering into a G-Cloud Call-Off Contract with Relentica.
- **CCS Call-Off Contract** means the applicable Crown Commercial Service G-Cloud Call-Off Contract.
- **Commencement Date** means the start date of the Services as stated in the Order Form or Call-Off Contract.
- **Deliverables** means the outputs expressly identified in the applicable Service Description or Order Form.
- **Services** means the professional, advisory, delivery, or support services provided by Relentica as described in the G-Cloud Service Description and Order Form.
- **Service Period** means the duration of the Services as set out in the Order Form.
- **Relentica Personnel** means employees, directors, associates, subcontractors, or advisers engaged by Relentica to deliver the Services.

References to legislation include amendments and replacements in force from time to time.

### 2. Provision of Services

2.1 Relentica shall provide the Services with reasonable skill and care, in accordance with generally accepted professional standards.

2.2 Relentica retains discretion over how the Services are delivered and which Relentica Personnel are used, provided that any personnel engaged are suitably qualified and experienced.

2.3 Nothing in this Agreement creates an obligation on Relentica to provide specific named individuals unless expressly stated in the Order Form.

### 3. Independent Contractor Status

3.1 Relentica acts as an independent contractor. Nothing in these Terms creates a relationship of employment, agency, partnership, or joint venture between the parties.

3.2 Relentica is responsible for the remuneration, supervision, and management of its Personnel.

#### **4. Client Obligations**

4.1 The Client shall:

- provide timely access to relevant information, systems, and personnel;
- ensure information supplied is accurate and complete;
- comply with applicable laws, policies, and security requirements.

4.2 Delays or failures arising from the Client's failure to meet its obligations may result in timetable adjustments or additional charges, subject to agreement.

#### **5. Charges and Payment**

5.1 Charges shall be as set out in the applicable Order Form and may be fixed-price, milestone-based, or time-based as specified.

5.2 Relentica shall invoice in accordance with the Order Form. All fees are exclusive of VAT, which shall be charged in addition at the applicable rate.

5.3 Payment terms shall be as defined in the CCS Call-Off Contract.

#### **6. Intellectual Property Rights**

6.1 **Background IP:** Each party retains ownership of all Intellectual Property Rights existing prior to the Commencement Date or developed independently of the Services.

6.2 **Foreground IP:** Subject to the CCS Call-Off Contract, Intellectual Property Rights in Deliverables created specifically for the Client shall vest in the Client upon full payment.

6.3 Relentica grants the Client a perpetual, royalty-free licence to use any Relentica Background IP incorporated into the Deliverables solely for the Client's internal business purposes.

6.4 Nothing in this Agreement transfers ownership of Relentica methodologies, frameworks, tools, templates, models, or know-how.

#### **7. Confidentiality**

7.1 Each party shall keep confidential all Confidential Information received from the other and shall use it solely for the purposes of performing the Agreement.

7.2 Confidentiality obligations do not apply to information that:

- is publicly available other than through breach;
- was lawfully in possession prior to disclosure;
- is independently developed;
- is required to be disclosed by law or regulation.

7.3 These obligations survive termination.

## **8. Data Protection and Security**

8.1 Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

8.2 Where Relentica processes personal data on behalf of the Client, the parties shall comply with the data protection provisions of the CCS Call-Off Contract.

## **9. Liability**

9.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

9.2 Subject to clause 9.1, Relentica's total liability arising under or in connection with the Services shall not exceed the total Charges paid under the relevant Order Form.

9.3 Relentica shall not be liable for:

- loss of profit, revenue, or anticipated savings;
- indirect or consequential loss;
- decisions taken by the Client based on advisory outputs unless expressly agreed as reliance-based advice in writing.

## **10. Insurance**

Relentica shall maintain appropriate professional indemnity insurance in accordance with G-Cloud requirements.

## **11. Term and Termination**

11.1 These Terms commence on the Commencement Date and continue for the Service Period unless terminated earlier.

11.2 Termination rights are governed by the CCS Call-Off Contract.

## **12. Force Majeure**

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

### **13. Notices**

Notices shall be given in writing in accordance with the CCS Call-Off Contract.

### **14. General**

14.1 These Terms, together with the CCS Call-Off Contract and Order Form, constitute the entire agreement.

14.2 No variation is effective unless in writing and agreed by both parties.

14.3 English law governs this Agreement and the courts of England and Wales have jurisdiction.