



28/01/26

SERVICE DEFINITION

G-CLOUD 15

ACUITY APPLIED LIMITED
Acuityapplied.com





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1. Background

Acuity Applied Limited (the "**Supplier**") provides cloud consultancy and cloud support services to public sector organisations via the UK Crown Commercial Service G-Cloud 15 framework. These Terms and Conditions apply to all call-off contracts entered into under G-Cloud 15 unless expressly varied in writing.

2. Definitions and Interpretation

Agreement means the call-off contract formed between the Supplier and the Client under G-Cloud 15, including these Terms, the Order Form, and the Service Definition.

Business Day means any day other than a Saturday, Sunday, or public holiday in England.

Client means the public sector contracting authority purchasing the Services.

Commencement Date means the date Services commence as specified in the Order Form.

Confidential Information means all information disclosed by one Party to the other which is confidential in nature.

Fees means the charges payable for the Services as set out in the Order Form.

Services means the cloud services and/or cloud support services described in the Service Definition.

Term means the duration of the Agreement as stated in the Order Form.

Interpretation provisions are to be read consistently with the G-Cloud 15 Framework Agreement and UK public sector contracting practice.

3. Provision of Services

3.1 The Supplier shall provide the Services from the Commencement Date for the Term.

3.2 Services shall be delivered with reasonable skill and care, in accordance with good industry practice and applicable G-Cloud 15 requirements.

3.3 The Supplier shall comply with all applicable UK laws, regulations, and CCS framework obligations.

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4. Client Obligations

4.1 The Client shall provide timely access, information, and decisions reasonably required for service delivery.

4.2 Delays caused by the Client shall not constitute Supplier breach.

5. Fees and Payment

5.1 Fees shall be payable as set out in the Order Form.

5.2 Invoices shall be paid within **30 days** of receipt.

5.3 All payments shall be made in GBP to a UK bank account nominated by the Supplier.

6. Liability and Insurance

6.1 The Supplier shall maintain appropriate insurance including:

- Professional Indemnity Insurance
- Public Liability Insurance
- Employer's Liability Insurance

6.2 Supplier liability shall be capped as specified in the Order Form.

6.3 Neither Party shall be liable for indirect or consequential loss except where prohibited by law.

7. Confidentiality

7.1 Each Party shall keep Confidential Information confidential and use it solely for Agreement purposes.

7.2 Confidentiality obligations survive termination.

8. Data Protection

8.1 Each Party shall comply with UK GDPR and the Data Protection Act 2018.

8.2 Where required, a Data Processing Agreement shall apply.



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9. Cyber Security

9.1 The Supplier confirms compliance with **Cyber Essentials** (and Cyber Essentials Plus where applicable).

9.2 Appropriate technical and organisational measures shall be maintained throughout the Term.

10. Term and Termination

10.1 Either Party may terminate for material breach, insolvency, or non-payment.

10.2 Termination shall not affect accrued rights.

11. Intellectual Property

11.1 Pre-existing IP remains with the owning Party.

11.2 The Client is granted a licence to use deliverables for internal public sector purposes.

12. Subcontracting

12.1 The Supplier may subcontract while remaining fully responsible for service delivery.

13. Dispute Resolution

13.1 Parties shall attempt resolution through negotiation, then ADR, before court proceedings.

14. Governing Law

This Agreement shall be governed by the laws of England and Wales.