

G-Cloud 15

Supplier Terms and Conditions

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Framework: G-Cloud 15
Lot: Lot 3 – Cloud Support

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These Supplier Terms and Conditions are submitted by Xynotech Limited as part of its application to the Crown Commercial Service (CCS) G-Cloud 15 Framework Agreement.

These terms are intended to apply solely in conjunction with the CCS G-Cloud 15 Model Contract and any Statement of Work Order Form entered into between Xynotech Limited and a Contracting Authority. They are provided for information and application purposes only and do not, in themselves, constitute an offer or create any legally binding obligations.

No binding contract shall arise unless and until a Statement of Work Agreement is executed in accordance with the CCS G-Cloud 15 Framework. In the event of any conflict, inconsistency, or ambiguity between these Supplier Terms and Conditions and the CCS G-Cloud 15 Model Contract, the CCS G-Cloud 15 Model Contract shall take precedence.

1. Parties

1.1 This agreement is entered into between:

(a) **Xynotech Limited**, a company incorporated in England and Wales, whose registered office is at Unit 1, Mulgrave Chambers, 26–28 Mulgrave Road, Sutton, SM2 6LE, United Kingdom (the “**Supplier**”); and

(b) **The Buyer Organization**, as specified in the applicable G-Cloud 15 Statement of Work Contract (the “**Client**”).

1.2 The Company and the Client are together referred to as the “Parties” and individually as a “**Party**”.

2. Framework and Contractual Structure

1.1 These Supplier Terms and Conditions govern the provision of services by Xynotech Limited under the Crown Commercial Service G-Cloud 15 Framework Agreement, specifically Lot 3 – Cloud Support.

1.2 Any contract entered into under the Framework shall comprise the following documents, which shall apply in the order of precedence listed below: (a) the CCS G-Cloud 15 Model Contract; (b) the applicable Statement of Work Order Form; (c) these Supplier Terms and Conditions; and (d) the Supplier's G-Cloud 15 Service Description, as published on the Digital Marketplace.

1.3 Each Statement of Work Order placed by a Contracting Authority under the Framework shall form a separate and independent contract between the Buyer and Xynotech Limited.

1.4 Nothing in these Supplier Terms and Conditions shall be interpreted as varying, limiting, or overriding the terms of the CCS G-Cloud 15 Model Contract.

3. Deliverables

3.1 Deliverables shall be defined and agreed on a case-by-case basis at the time a Statement of Work Order is placed and shall be clearly documented in the Statement of Work Form or associated schedules.

3.2 Deliverables may include, where applicable, technical and architectural documentation, design artefacts, implementation or migration plans, configuration and operational documentation, security and compliance assessments, written reports, recommendations, and training or knowledge-transfer materials.

3.3 Xynotech Limited shall use reasonable endeavors to deliver agreed deliverables in accordance with the timelines set out in the applicable Statement of Work Order.

4. Standards of Performance

4.1 Xynotech Limited shall perform the services with reasonable skill and care, in accordance with generally accepted industry standards and practices applicable to the nature of the services.

4.2 Xynotech Limited shall ensure that all personnel engaged in the performance of the services possess the appropriate skills, qualifications, training, and experience necessary to carry out their assigned roles effectively.

4.3 Xynotech Limited shall cooperate with the Buyer and, where appropriate, with other suppliers engaged by the Buyer to support the effective delivery of services.

5. Charges and Payment

5.1 Charges for the services shall be as set out in the applicable Statement of Work Order Form or as otherwise agreed in writing between the parties.

5.2 Charges shall be transparent and based on agreed day rates or fixed prices, as appropriate to the nature of the services being provided.

5.3 Invoices shall be issued in accordance with the CCS G-Cloud 15 Model Contract and shall be payable within thirty (30) days of receipt of a valid invoice.

5.4 All charges are exclusive of value added tax (VAT), which shall be payable at the prevailing rate.

5.5 No minimum contract term, minimum spend, or early termination fee shall apply unless expressly permitted by the CCS G-Cloud 15 Model Contract.

6. Intellectual Property Rights

6.1 Each party shall retain ownership of its respective background intellectual property rights existing prior to or independently of any Statement of Work Agreement.

6.2 Subject to the CCS G-Cloud 15 Model Contract, the Buyer shall be granted a perpetual, royalty-free, non-exclusive license to use any deliverables produced under a Statement of Work Agreement for the Buyer's internal business purposes.

6.3 Foreground intellectual property rights arising from the provision of the services shall be treated strictly in accordance with the intellectual property provisions of the CCS G-Cloud 15 Model Contract.

7. Personnel and Subcontracting

7.1 Xynotech Limited shall be responsible for the selection, management, and performance of all personnel engaged in the provision of the services.

7.2 Xynotech Limited may engage subcontractors in accordance with the CCS G-Cloud 15 Model Contract, provided that any such subcontracting arrangements are disclosed as required.

7.3 Xynotech Limited shall remain fully responsible for the acts and omissions of its personnel and subcontractors as if they were its own.

8. Data Protection

8.1 Xynotech Limited shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.

8.2 Personal data shall be processed only in accordance with the Buyer's documented instructions and the data protection provisions set out in the CCS G-Cloud 15 Model Contract.

8.3 Appropriate technical and organizational measures shall be maintained to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.

9. Confidentiality

9.1 Each party shall keep confidential all information disclosed by the other party which is identified as confidential or which ought reasonably to be regarded as confidential given its nature and the circumstances of disclosure.

9.2 Confidential information shall be used solely for the purposes of performing obligations under the G-Cloud 15 Framework and any Statement of Work Agreement.

9.3 The confidentiality obligations set out in this clause shall not apply to information that is publicly available, lawfully obtained from a third party, independently developed, or required to be disclosed by law or regulatory authority.

10. Information Security and Assurance

10.1 Xynotech Limited shall establish, implement, and maintain appropriate technical and organizational information security controls, policies, and procedures that are proportionate to the nature of the services provided, the classification of information processed, and the level of risk associated with the services.

10.2 Information security controls shall be designed to protect information against unauthorized or unlawful access, use, disclosure, alteration, loss, or destruction and shall reflect generally accepted industry standards and best practices.

10.3 Xynotech Limited shall ensure that personnel involved in the delivery of the services are made aware of their information security responsibilities and receive appropriate training where necessary.

10.4 Any actual or suspected information security incidents shall be managed, investigated, mitigated, and reported in accordance with the requirements of the CCS G-Cloud 15 Model Contract and any applicable Buyer instructions set out in a Statement of Work Order.

11. Business Continuity and Disaster Recovery

11.1 Xynotech Limited shall maintain business continuity and disaster recovery arrangements that are proportionate to the nature, scale, and criticality of the services provided under any Statement of Work Agreement.

11.2 Such arrangements shall be designed to minimize disruption to the delivery of services and to support timely recovery in the event of incidents such as system failures, security incidents, or other disruptive events.

11.3 Business continuity and disaster recovery arrangements shall be reviewed periodically and updated as reasonably necessary to reflect changes in services, operational dependencies, or risk profile.

12. Audit and Transparency

12.1 Xynotech Limited shall cooperate with reasonable audit, assurance, and transparency requirements in accordance with the CCS G-Cloud 15 Model Contract, including audits conducted by or on behalf of a Contracting Authority or relevant public bodies.

12.2 Audit activities shall be conducted during normal business hours and in a manner that is proportionate, reasonable, and designed to minimize disruption to Xynotech Limited's business operations.

12.3 Xynotech Limited shall provide access to relevant information, records, and personnel as reasonably required to support such audit and assurance activities, subject to applicable confidentiality obligations.

13. Equality, Diversity, and Ethical Conduct

13.1 Xynotech Limited shall comply with all applicable equality, diversity, and employment legislation, including legislation relating to discrimination, equal opportunities, and health and safety.

13.2 Xynotech Limited is committed to conducting its business in an ethical, responsible, and professional manner and to promoting fair treatment, inclusivity, and respect in its dealings with employees, subcontractors, clients, and other stakeholders.

13.3 Xynotech Limited shall not engage in any practice that would bring the G-Cloud Framework or any Contracting Authority into disrepute.

14. Modern Slavery and Social Responsibility

14.1 Xynotech Limited confirms that it has appropriate policies, procedures, and due diligence measures in place to identify and mitigate the risk of modern slavery, forced labor, and human trafficking within its business operations and supply chains.

14.2 Xynotech Limited shall comply with the requirements of the Modern Slavery Act 2015 and shall take reasonable steps to ensure that its subcontractors and suppliers adhere to equivalent standards.

14.3 Xynotech Limited is committed to acting responsibly and sustainably and to supporting ethical business practices throughout its supply chain.

15. Insurance

15.1 Xynotech Limited shall maintain in force appropriate insurance policies with reputable insurers, providing coverage that is commensurate with the nature, scope, and risk profile of the services provided under any Statement of Work Agreement.

15.2 Such insurance may include, where appropriate, professional indemnity insurance, public liability insurance, and employer's liability insurance.

15.3 Evidence of insurance coverage shall be provided to a Contracting Authority upon reasonable request and in accordance with the CCS G-Cloud 15 Model Contract.

16. Termination

16.1 Termination rights, remedies, and the consequences of termination shall be governed exclusively by the provisions of the CCS G-Cloud 15 Model Contract and the applicable Statement of Work Order Form.

16.2 Nothing in these Supplier Terms and Conditions shall restrict or limit any termination rights granted to a Contracting Authority under the CCS G-Cloud 15 Model Contract.

17. General

17.1 Nothing in these Supplier Terms and Conditions shall be construed as creating a partnership, joint venture, agency, or relationship of employer and employee between the parties.

17.2 These Supplier Terms and Conditions do not amend, supersede, or override the CCS G-Cloud 15 Model Contract and shall be interpreted consistently with it at all times.

17.3 These Supplier Terms and Conditions are governed by and shall be construed in accordance with English law, and jurisdiction shall apply as specified in the CCS G-Cloud 15 Model Contract.



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