
Cloud Migration & Transition Support

Terms and Conditions

G-Cloud 15 – Lot 3: Cloud Support Services

Spirit UK Managed Services Ltd

1. Introduction and G-Cloud Alignment

These Terms and Conditions govern the provision of Cloud Migration & Transition Support by Spirit UK Managed Services Ltd (“Spirit UK”, “we”, “us”).

For the purposes of the G-Cloud 15 Framework, these Terms apply to all Call-Off Contracts awarded under Lot 3: Cloud Support Services, unless otherwise agreed in writing.

1.1 Order of Precedence

In the event of any conflict, the order of precedence shall be:

1. G-Cloud Framework Agreement and Call-Off Contract
 2. The applicable Statement of Work (SOW)
 3. These Terms and Conditions
 4. Spirit UK SafeGuardIT Support Services Contract (where referenced)
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2. Definitions

In addition to definitions set out in the SafeGuardIT Support Services Contract:

- “Migration Services” means Cloud Migration & Transition Support activities described in the SOW
 - “Migration Window” means agreed periods during which migration activities take place
 - “Transition Period” means the agreed stabilisation period following migration completion
 - “Professional Services” means time-bound migration, transition, and configuration activities
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3. Scope of Contract

3.1 Spirit UK shall provide Cloud Migration & Transition Support as defined in the Statement of Work.

3.2 The service is delivered as Professional Services and is distinct from ongoing Managed Cloud Support unless expressly stated.

3.3 The SOW defines:

- Scope of migration activities
 - Timelines and milestones
 - Migration windows
 - Pricing and assumptions
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4. Service Delivery Model

4.1 Migration Services are planned, time-bound activities delivered during agreed Migration Windows.

4.2 Spirit UK will use reasonable skill and care, industry-leading practices, and approved tools.

4.3 Migration Services include planning, execution, validation, and transition into steady-state support where agreed.

5. Change Control

5.1 Any changes to scope, timelines, or approach must be agreed in writing.

5.2 Approved changes may require revised pricing or delivery timescales.

5.3 Spirit UK is not obliged to deliver unapproved changes.

6. Pricing and Payment

6.1 Migration Services are charged as Professional Services at the agreed day rate unless otherwise stated.

6.2 Prices are exclusive of VAT.

6.3 Invoicing is typically in arrears based on time delivered or milestones achieved.

6.4 Payment terms are 30 days from invoice date.

6.5 Spirit UK reserves the right to suspend services for non-payment.

7. Customer Responsibilities

The Customer shall:

- Provide timely access to systems, data, and stakeholders
- Maintain required licences, subscriptions, and vendor contracts
- Nominate authorised contacts for decisions and approvals
- Participate in planning, testing, and acceptance activities
- Approve Migration Windows and change activities

Failure to meet these responsibilities may impact delivery timelines.

8. Support During Migration

8.1 Support is provided for migration-related incidents only.

8.2 Issues are logged and managed through Spirit UK's service desk.

8.3 Priority is assigned based on impact to migration delivery.

8.4 Out-of-hours migration support is available by prior agreement.

8.5 Post-migration stabilisation support is provided for the agreed Transition Period.

9. Security and Data Protection

9.1 Spirit UK shall handle data securely throughout the migration lifecycle.

9.2 Services are delivered in alignment with UK GDPR and applicable data protection legislation.

9.3 Spirit UK acts as a Data Processor where applicable and follows documented customer instructions.

9.4 The Customer remains responsible for data accuracy and lawfulness.

10. Exclusions

Unless expressly included in the SOW, this service excludes:

- Bespoke software development
- Formal penetration testing or security audits
- End-user training beyond operational handover
- Support for unsupported or end-of-life platforms
- Ongoing operational support beyond the Transition Period

11. Term and Termination

11.1 The Contract term is defined in the SOW.

11.2 Either party may terminate for material breach or insolvency.

11.3 Termination does not affect accrued rights or outstanding payments.

12. Limitation of Liability

12.1 Spirit UK shall not be liable for indirect or consequential losses.

12.2 Total liability is capped at the value of the relevant Contract.

12.3 Nothing limits liability for death, personal injury, or fraud.

13. Confidentiality

Both parties shall treat Confidential Information as confidential and use it solely for contractual purposes.

14. Force Majeure

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

15. Governing Law

These Terms are governed by English law, and the courts of England and Wales have exclusive jurisdiction.
