
Cloud Monitoring & Incident Response

Terms and Conditions

G-Cloud 15 – Lot 3: Cloud Support Services
Spirit UK Managed Services Ltd

1. Introduction

These Terms and Conditions govern the provision of Cloud Monitoring & Incident Response (“the Service”) by Spirit UK Managed Services Ltd (“Spirit UK”, “we”, “us”).

The Service is provided under the G-Cloud 15 Framework, Lot 3: Cloud Support Services, and applies to all Call-Off Contracts unless otherwise agreed in writing.

2. Order of Precedence

In the event of any conflict, the following order of precedence applies:

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

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

- “Security Event” means a detected alert or anomaly requiring review
 - “Security Incident” means a confirmed security breach or compromise
 - “Monitoring Tools” means supported cloud security platforms and services
 - “Response Activities” means containment, remediation support, and guidance
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4. Scope of Service

4.1 Spirit UK shall provide monitoring, triage, and incident response support for supported cloud environments as defined in the SOW.

4.2 The Service focuses on detection, investigation, containment support, and reporting.

4.3 The Service does not guarantee prevention of all security incidents.

5. Service Delivery Model

5.1 The Service is delivered as an ongoing managed support service.

5.2 Monitoring is based on alerts generated by supported cloud platforms and tooling.

5.3 Incident handling follows ITIL-aligned incident management practices.

5.4 Response actions may require customer approval unless immediate containment is necessary.

6. Support and Response

6.1 Security events and incidents are logged and managed through Spirit UK's service desk.

6.2 Prioritisation is based on severity, risk, and potential impact.

6.3 Escalation to senior security engineers is available where required.

6.4 Out-of-hours response support is available by prior agreement.

7. Customer Responsibilities

The Customer shall:

- Maintain supported cloud platforms, licences, and security tooling
- Provide Spirit UK with appropriate access and permissions
- Nominate authorised security contacts for escalation and decisions
- Follow agreed security recommendations and remediation actions
- Notify Spirit UK of material changes to cloud environments

Failure to meet these responsibilities may affect service effectiveness.

8. Security and Data Protection

8.1 Spirit UK shall handle data in accordance with UK GDPR and applicable data protection legislation.

8.2 Spirit UK acts as a Data Processor where applicable.

8.3 The Customer remains the Data Controller and retains responsibility for data lawfulness.

8.4 Spirit UK does not provide legal, regulatory, or forensic investigation services.

9. Exclusions

Unless expressly included in the SOW, the Service excludes:

- Penetration testing, red team, or ethical hacking
- Compliance audits or certifications
- Legal, regulatory, or forensic investigations
- Remediation requiring third-party vendors or software development
- Guaranteed incident prevention or elimination of cyber risk

10. Pricing and Payment

10.1 Pricing is defined in the applicable Pricing Document or SOW.

10.2 Prices are exclusive of VAT.

10.3 Invoicing is typically monthly in advance unless otherwise agreed.

10.4 Payment terms are 30 days from invoice date.

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 all 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.
