
Managed Cloud 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 set out the contractual framework under which Spirit UK Managed Services Ltd (“Spirit UK”, “we”, “us”) provides Managed Cloud Support and associated services under the SafeGuardIT service offering.

For the purposes of the G-Cloud 15 Framework, these Terms apply to all Call-Off Contracts awarded to Spirit UK 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 (SafeGuardIT Support Services Contract)
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2. SafeGuardIT Support Services Contract

The following clauses constitute Spirit UK's standard supplier terms for Managed Cloud Support services.

SafeGuardIT Support Services Contract

1. Introduction

1.1 These General Terms apply to the service SafeGuardIT provided by Spirit UK Limited. Clauses 2–17 apply to all SafeGuardIT services. Additional terms in Schedule 1 apply to Support Services and Schedule 2 apply to Professional Services.

1.2 Further details are contained in the SafeGuardIT Support Plan and Statement of Work (SOW). In the event of any conflict, the SOW shall prevail.

2. Definitions

For the purposes of this Contract:

- “Contract” means a contract documented by an order accepted by Spirit UK.
- “Fault Particulars” means details of a fault reported under the Support Plan.
- “Equipment” means hardware or software supplied or supported by Spirit UK.
- “Professional Services” means all services other than Support Services.
- “Services” means any services provided under a Contract.
- “Support Services” means proactive and reactive support services.
- “Statement of Work (SOW)” means the definitive description of Services provided.

Data Protection Legislation includes UK GDPR, the Data Protection Act 2018, and associated ICO guidance.

3. Formation of Contract

3.1 All quotations and orders are subject to these Terms unless otherwise agreed in writing.

3.2 A Contract is formed upon Spirit UK's written acceptance of a purchase order or email instruction.

3.3 The Client confirms it has not relied on representations outside these Terms or the SOW.

4. Scope of Contract

4.1 Spirit UK shall provide Services as defined in the Contract and SOW.

4.2 The SOW is the definitive statement of Services and supersedes prior understandings.

5. Change Control

5.1 Either party may request changes in writing. Changes take effect only once agreed.

5.2 Any change affecting price, scope, or timetable must be confirmed in writing.

5.3 Approved changes may require additional charges or revised timescales.

6. Price and Payment

6.1 Prices are exclusive of VAT unless stated otherwise.

6.2 Support Services are invoiced monthly in advance.

Professional Services are invoiced in arrears as agreed.

6.3 Payment terms are 30 days from invoice date.

6.4 Spirit UK reserves the right to suspend services for late payment.

6.5 Interest may be charged on overdue payments in accordance with UK legislation.

6.6 Spirit UK may pass through third-party cost increases.

7. Customer Responsibilities

The Customer shall:

- Provide access, credentials, and information required for service delivery
- Maintain compliant infrastructure and vendor agreements
- Nominate authorised contacts
- Comply with agreed change management processes

8. Health, Safety and Conduct

The Customer shall ensure safe working conditions.

Spirit UK staff will comply with reasonable site policies.

9. Force Majeure

Neither party shall be liable for failure caused by events beyond reasonable control, including natural disasters, utility failures, or acts of terrorism.

10. Hardware and Software Licences

10.1 Ownership of software and hardware remains with the relevant licensor or customer.

10.2 Spirit UK is not liable for failures arising from misuse or unsupported configurations.

11. Termination and Suspension

11.1 Either party may terminate for material breach or insolvency.

11.2 Services may be suspended pending remedy of breach or non-payment.

11.3 Minimum notice periods apply as defined in the SOW.

12. Warranty

Spirit UK warrants Services will be performed using industry-leading practices.

13. Indemnity

Each party indemnifies the other against third-party claims arising from negligence or wilful misconduct.

14. Limitation of Liability

14.1 Spirit UK shall not be liable for indirect or consequential losses, including loss of profit or revenue.

14.2 Liability is capped at the annual value of the Contract.

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

15. Confidentiality

Both parties shall keep Confidential Information secure and use it solely for contractual purposes.

16. Data Protection (UK GDPR)

16.1 Each party shall comply with Data Protection Legislation.

16.2 Where Spirit UK acts as a Data Processor, it shall:

- Process data only on documented instructions
 - Apply appropriate technical and organisational safeguards
 - Support audits and compliance evidence
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17. General

- Governing Law: England and Wales
- No assignment without consent
- No third-party rights
- No partnership or agency created

Schedule 1 – Support Services

Defines proactive and reactive support, exclusions, supported equipment, and service boundaries.

Schedule 2 – Professional Services

Defines consultancy, project services, IP ownership, and acceptance criteria.
