

Collaborate

Innovate

Accelerate

Supplier: TIMBREL Information Governance, Ltd. trading as “Atomic Risk Management” (“Supplier”, “we”, “us”)

Customer: The contracting public sector body (“Customer”, “you”)

Effective date: [01 January 2026]

Version: [v1.0]

These Terms are designed for use under the G-Cloud Framework and apply to all Services provided by the Supplier. They sit alongside the applicable G-Cloud Call-Off Contract and any Order Form/Statement of Work (“SOW”).

1. Order of precedence

If documents conflict, the order of precedence is:

1. G-Cloud Call-Off Contract (including any schedules)
2. G-Cloud Framework Agreement (where incorporated/required)
3. Order Form / SOW
4. These Terms
5. Any other documents referenced

2. Definitions

- **Services:** Services described in the SOW.
- **Deliverables:** Outputs described in the SOW (e.g., reports, plans).
- **Fees:** Charges for Services set out in the SOW or Rate Card.
- **Expenses:** Agreed travel/subsistence or other costs (if permitted).
- **Confidential Information:** Non-public information disclosed by either party.
- **Data Protection Law:** UK GDPR, Data Protection Act 2018 (and EU GDPR where applicable).
- **DPA:** Data Processing Agreement (where Supplier acts as Processor).

3. Contracting and ordering

www.atomicrisk.com

Collaborate

Innovate

Accelerate

3.1 A contract forms when the Customer issues a valid purchase order or signs an Order Form/SOW and the Supplier accepts in writing (including email).

3.2 The Customer's standard terms are excluded unless expressly agreed in writing and consistent with the Call-Off Contract.

4. Scope, assumptions and dependencies

4.1 The Supplier will deliver the Services described in the SOW using reasonable skill and care.

4.2 Delivery depends on timely Customer inputs (access to people, systems, data, policies, approvals). Delays or gaps caused by missing inputs are not the Supplier's responsibility and may require a change request.

5. Change control

5.1 Either party may request changes to scope, timeline, Deliverables or assumptions.

5.2 Changes only take effect when agreed in writing, including any impact on Fees and schedule.

6. Deliverables and acceptance

6.1 Acceptance criteria (if any) are defined in the SOW.

6.2 If no acceptance criteria are stated, Deliverables are deemed accepted 10 Working Days after delivery unless the Customer notifies the Supplier in writing of material non-conformance.

6.3 The Supplier will use reasonable efforts to remedy material non-conformance notified within the acceptance period.

7. Fees, invoicing and payment

7.1 Fees are as set out in the SOW (fixed price, time and materials, subscription, or other agreed model).

7.2 Unless stated otherwise, time and materials are invoiced monthly in arrears; fixed price is invoiced by milestone.

7.3 Payment terms are 30 days from invoice date unless the Call-Off/SOW specifies otherwise.

7.4 Prices are exclusive of VAT (added where applicable).

7.5 Expenses are chargeable only if explicitly permitted in the SOW and agreed in advance.

8. Support and service levels

8.1 Support arrangements (hours, channels, response targets, escalation) are defined in the SOW/Service Definition.

8.2 Unless otherwise stated:

- Email support response: within 1 Working Day (normal working hours)

www.atomicrisk.com

- Weekend support: not included as standard (available if agreed)
 - Emergency/out-of-hours: by prior arrangement with agreed response targets and contact routes
-

9. Supplier personnel and subcontracting

9.1 The Supplier may use suitably qualified personnel and subcontractors to deliver the Services, remaining accountable for delivery.

9.2 Where required by the Call-Off Contract, the Supplier will disclose subcontractors and flow down relevant obligations (e.g., confidentiality, data protection, security).

10. Confidentiality

10.1 Each party will protect the other's Confidential Information using reasonable care and only use it to perform the contract.

10.2 Disclosure is limited to those who need to know and are bound by confidentiality obligations.

10.3 Exceptions: information that is public, independently developed, already lawfully known, or required to be disclosed by law (see FOIA clause).

10.4 Confidentiality obligations survive termination for 5 years, and longer for trade secrets.

11. Data protection

11.1 Each party will comply with Data Protection Law.

11.2 The SOW will state whether the Supplier acts as Controller or Processor. Where Processor, the parties will put in place a DPA meeting Article 28 UK GDPR requirements.

11.3 The Customer warrants it has a lawful basis to provide personal data and required notices have been given.

11.4 The Supplier will implement appropriate technical and organisational measures and notify the Customer of personal data breaches in line with the DPA and applicable law.

11.5 International transfers will only occur where lawful safeguards are in place and permitted by the Call-Off/SOW.

12. Information security and assurance

12.1 The Supplier will maintain security controls proportionate to the Services and data classification agreed in the SOW.

12.2 Access to Customer systems will be via Customer-approved methods and policies (including MFA, least privilege and logging where required).

12.3 The Supplier can process data at OFFICIAL on Supplier systems where agreed; higher classifications are processed only on Customer-accredited systems/environments.

13. Intellectual property

13.1 Each party retains ownership of its pre-existing IPR.

13.2 On full payment, the Customer receives a non-exclusive, perpetual, worldwide licence to use Deliverables for internal business purposes.

13.3 The Supplier retains ownership of its methodologies, templates, tools and know-how used to create Deliverables, and may reuse them provided Customer Confidential Information is not disclosed.

14. Compliance, ethics and anti-bribery

14.1 The Supplier will comply with applicable laws and regulations relevant to the Services.

14.2 Both parties will comply with the Bribery Act 2010 and maintain adequate procedures to prevent bribery and corruption.

15. FOIA, EIR and transparency

15.1 Where the Customer is subject to FOIA and/or EIR, the Supplier will provide reasonable assistance to support compliance, subject to security and confidentiality constraints.

15.2 The Customer remains responsible for disclosure decisions. Where legally permitted, the Customer will consult the Supplier if a request may require disclosure of Supplier Confidential Information.

15.3 The Supplier may mark information as “Commercially Sensitive”; however, final decisions on exemptions rest with the Customer.

16. Audit and assurance support

Where required by the Call-Off/SOW, the Supplier will provide reasonable information and cooperation to support audit or assurance activities relating to the Services, subject to confidentiality, security and proportionality.

17. Warranties and disclaimers

17.1 The Supplier warrants it will perform the Services with reasonable skill and care.

17.2 Except as expressly stated, all other warranties are excluded to the maximum extent permitted by law.

17.3 Security advice reduces risk but cannot eliminate it; no guarantee is given that incidents will not occur or that regulatory outcomes will be achieved.

18. Limitation of liability

18.1 Nothing limits liability for death/personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot legally be limited.

18.2 Subject to 18.1 and to any Call-Off terms, the Supplier’s total aggregate liability arising from the

www.atomicrisk.com

relevant SOW is limited to the Fees paid or payable under that SOW in the 12 months preceding the event, or £[cap], whichever is lower (unless the Call-Off/SOW states a different cap).

18.3 The Supplier is not liable for indirect or consequential losses (including loss of profits, revenue, goodwill, or anticipated savings), to the extent permitted by law and consistent with the Call-Off Contract.

19. Suspension

The Supplier may suspend Services on written notice if:

- a) undisputed invoices are overdue; or
 - b) continuing would breach law or Customer security policy; or
 - c) required Customer access/inputs are not provided and no remediation plan is agreed.
-

20. Termination

20.1 Termination rights are as set out in the Call-Off Contract.

20.2 On termination, the Customer will pay for Services performed up to the termination date, plus agreed non-cancellable commitments (if any) set out in the SOW.

21. Exit, handover and offboarding

21.1 The Supplier will support exit/offboarding as described in the SOW (handover of Deliverables, knowledge transfer, and secure return/deletion of Customer data as applicable).

21.2 Where requested, reasonable exit assistance beyond agreed scope will be provided at the applicable rates.

22. Data retention and secure disposal

22.1 The Supplier will retain Customer data only as long as necessary to deliver the Services and meet legal/contractual obligations, as set out in the SOW/DPA.

22.2 On request or at contract end, the Supplier will return and/or securely delete Customer data in accordance with the SOW/DPA, subject to lawful retention requirements.

23. Business continuity

The Supplier maintains appropriate business continuity arrangements and routine backups of corporate systems to support continuity of service delivery, proportionate to the nature of the Services.

24. Force majeure

G-Cloud Standard Terms and Conditions

Neither party is liable for delay or failure due to events beyond reasonable control. The affected party will notify the other and take reasonable steps to mitigate.

25. Notices

Notices must be in writing and sent to the contacts in the Call-Off/SOW. Email notices are deemed received when sent (absent delivery failure).

26. Governing law

Unless the Call-Off Contract states otherwise, these Terms are governed by the laws of England and Wales, with exclusive jurisdiction of its courts.