

G-CLOUD 15

BITJAM LTD

TERMS AND CONDITIONS



2026



Terms and Conditions

Service Agreement

between

BITJAM LIMITED

AND

[_____]

DATED: [_____]

1. Parties

1. Bitjam Limited, a company registered in England and Wales (07864793), with registered office at [ADDRESS] ("Supplier").
2. [Customer Name], incorporated in [Jurisdiction], company number [____], with registered office at [ADDRESS] ("Customer").

2. Purpose of this agreement

The Customer is buying:

- the design, development and delivery of a cloud-hosted digital application, and
- ongoing hosting, maintenance and support, as described in Schedule 1 (Services Details).

This agreement sets out how the services will be delivered, supported and paid for under G-Cloud 15 Lot 2 (Cloud Software / SaaS).

3. Term of the agreement

This agreement starts on the date it is signed by both parties and continues until:

- all services in Schedule 1 are delivered, and
- any agreed support term ends, unless ended earlier under clause 20 (Termination).

4. Supplier responsibilities

The Supplier will:

- Deliver the Services with reasonable skill and care.
- Provide the Application according to the agreed Implementation Plan (Schedule 4).
- Host the Application in a secure cloud environment located in the UK/EU.
- Maintain its Cyber Essentials Plus certification and ISO27001 certification throughout the contract.
- Follow all applicable laws including data protection and accessibility requirements (WCAG 2.1 AA).
- Provide support within the minimal SLA set out in Schedule 1.

- Notify the Customer of any issues affecting delivery or timelines.
- Comply with FOIA and audit obligations (clauses 18–19).

5. Customer responsibilities

The Customer will:

1. Provide timely feedback, approvals and materials needed for development.
2. Respond to Supplier queries within 48 hours unless otherwise agreed.
3. Provide accurate content and instructions.
4. Supply access to environments, data or systems where required.
5. Ensure any Customer-provided assets meet legal and licensing requirements.
6. Make payments on time as set out in Schedule 2.

If delays are caused by the Customer, the timetable will move accordingly and may increase cost.

6. Description of the Application

The Supplier will design, build and host a cloud-based application created specifically to meet the functional requirements provided by the Customer.

The Supplier is responsible for:

- system architecture
- cloud hosting
- configuration and development
- security monitoring
- backups and basic disaster recovery
- routine support and maintenance

The Customer confirms that requirements may evolve during implementation and may require change control (clause 14).

7. Hosting, security and continuity

The Supplier will:

1. Host the Application in an ISO27001-certified cloud environment (AWS UK/EU unless otherwise agreed).
2. Maintain Cyber Essentials Plus.
3. Follow good industry practice for security, patching and monitoring.
4. Maintain business continuity procedures.
5. Maintain daily backups with standard retention (unless otherwise agreed).
6. Notify the Customer of any personal data breach within 48 hours.

8. Accessibility and open standards

The Supplier will:

- aim to meet WCAG 2.1 AA wherever reasonably possible for the scope of the product
- use open standards where appropriate
- avoid unnecessary vendor lock-in

9. User Acceptance Testing (UAT)

UAT criteria and test data will be supplied by the Customer and agreed by both parties (Schedule 3).

1. The Supplier will carry out UAT before Go-Live.
2. If defects are found, they will be corrected and retested.
3. Acceptance occurs when:
 - a. the Customer signs the UAT certificate, or
 - b. 5 days pass with no issues raised, or
 - c. the Customer begins using the Application in live operations.

10. Intellectual property rights

1. The Supplier keeps ownership of all intellectual property in the Application and any newly-developed code.
2. The Supplier grants the Customer a non-exclusive, worldwide, royalty-free licence to use the Application for the term of this agreement.
3. The Customer owns the content, data and materials they provide.
4. Neither party will infringe the other's IP; indemnities apply for breaches.

11. Charges and payment

Charges and payment terms appear in Schedule 2.

Key points:

- Invoices are due within 30 days.
- Late payments may result in suspension of service.
- Overtime and travel costs apply if agreed in Schedule 2.
- Annual increases may follow RPI if stated in Schedule 2.

12. Minimal Service Levels (SLA)

The Supplier will:

- Acknowledge P1 issues within 4 hours during Business Hours.
- Make reasonable efforts to resolve issues promptly.
- Provide email support during Business Hours (9am–5pm Mon–Fri, excluding holidays).

13. Warranties

The Supplier warrants that:

- the Application will operate as described once accepted;
- services will be delivered with reasonable skill and care;
- hosting and security processes will follow ISO27001 and CE+ principles.

The Customer's sole remedy for a breach of warranty is correction of defects.

14. Change control

Change requests from either party must be documented and agreed in writing before work begins.

Changes may affect:

- price
- schedule
- scope
- resources

If agreement cannot be reached, the Supplier may deliver only the previously-agreed scope.

15. Data protection

Data protection obligations follow UK law.

Key points:

1. The Customer is the data controller.
2. The Supplier is the data processor.
3. A Data Processing Addendum (DPA) is included within this clause.
4. The Supplier will:
 - act only on documented instructions
 - maintain confidentiality
 - follow ISO27001 controls
 - notify breaches within 48 hours
 - support DPIAs where required
 - assist with data subject requests
5. Data will be hosted in the UK/EU unless otherwise agreed.
6. Sub-processors may only be used with Customer approval.

6. Confidentiality

Both parties agree to keep each other's confidential information secure and not disclose it except where:

- required by law,
- required by FOIA, or
- required for contract performance.

17. Limitation of liability

The Supplier's liability is capped at £5,000,000 per claim.

Neither party will be liable for:

- loss of profit
- loss of business
- loss of anticipated savings
- indirect or consequential losses

Nothing limits liability for fraud, personal injury, or anything else that cannot legally be limited.

18. Freedom of Information (FOIA)

As a public body, the Customer may need to disclose information under FOIA.

The Supplier will:

- assist reasonably with FOIA requests
- mark commercially sensitive information when appropriate
- understand that the Customer has final decision-making authority on disclosure

19. Audit rights

The Customer (or its auditor) may, with reasonable notice, audit the Supplier's:

- security controls,
- compliance with this agreement, and
- data protection processes.

Audits will not unreasonably disrupt the Supplier's business.

20. Termination

Either party may terminate the agreement if:

- the other commits a serious breach and fails to fix it within 7 days,
- insolvency events occur, or
- the Customer misses payment deadlines by more than 3 days after written notice.

The Supplier may also terminate if there is a change of control of the Customer.

21. Exit management

Upon termination:

1. The Customer pays all outstanding invoices.
2. The Supplier provides a copy of Customer data in a common format.
3. The Supplier deletes Customer data securely after 30 days unless legally required to retain it.
4. The Supplier provides reasonable handover support at its standard daily rate.

22. General clauses

- No partnership or joint venture is created.
- No third party may enforce this agreement.
- Notices must be sent using the contact details in Schedule 1.
- This agreement is governed by the laws of England and Wales.
- Disputes will be handled using a simple negotiation process before court action.

Signature section

Supplier:

Signature: _____

Name: _____

Title: _____

Date: _____

Customer:

Signature: _____

Name: _____

Title: _____

Date: _____

Schedules

Schedule 1 – Service Details

- Description of Services: [insert]
- Service Levels (minimal): [insert]
- Deliverables: [insert]
- Customer Materials: [insert]
- Customer Equipment: [insert]
- Customer Resources: [insert]
- Supplier Equipment: [insert]
- Customer Project Manager: [insert]
- Customer Email: [insert]
- Supplier Email: [insert]

Schedule 2 – Costs and Payment

- Charges: [insert]
- Fixed price (if applicable): [insert]
- Daily rate: £600 + VAT
- Overtime rate: +25%
- Payment terms: [insert]
- Additional third-party costs: [insert]

Schedule 3 – User Acceptance Tests

- UAT criteria: [insert]
- Test data: [insert]
- Success criteria: [insert]

Schedule 4 – Implementation Plan

- Milestones: [insert]
- Expected Go-Live Date: [insert]
- Dependencies: [insert]