



SUPER CHARGE

**G-Cloud 15 (RM1557.15) Supercharge
London Ltd.**

Terms and Conditions



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1. Definitions and Interpretation

1.1 In these Terms and Conditions, expressions shall have the meanings given to them in the G-Cloud 15 documentation, including but not limited to: Affiliate, AI Tools, Business Day, Client Materials, Confidential Information, Deliverables, Fees, Services, Statement of Work, Term and VAT. Where a definition is not given by G-Cloud documentation, expressions shall have the meanings given to them in the Supplier's Master Services Agreement.

1.2 References to writing include electronic communications.

1.3 Headings are for convenience only and do not affect interpretation.

2. Provision of the Services

2.1 The Supplier shall provide the Services to the Buyer in accordance with these Terms and any applicable Statement of Work.

2.2 The Supplier shall perform the Services with reasonable skill and care, consistent with generally accepted professional standards.

2.3 Any delivery dates or milestones are estimates only and time shall not be of the essence.

2.4 The Supplier may modify the Services only where required to comply with applicable law or the G-Cloud Framework.

3. Buyer Obligations

3.1 The Buyer shall provide all cooperation, information and access reasonably required for the delivery of the Services.

3.2 The Supplier shall not be responsible for delays caused by Buyer acts or omissions.

4. Change Control

4.1 Changes to scope shall be agreed in writing.

4.2 Where changes affect Fees or delivery, the Supplier shall provide written details for approval.

5. Fees and Payment

5.1 Fees shall be as set out in the applicable G-Cloud service listing or Statement of Work.

5.2 Fees are exclusive of VAT.

5.3 Invoices shall be payable within 30 days of receipt of a valid invoice.

5.4 Suspension or interest rights shall apply only as permitted under the G-Cloud Framework.

6. Intellectual Property

6.1 Each party retains ownership of its Background IP.

6.2 Subject to payment, the Supplier grants the Buyer a non-exclusive, royalty-free licence to use Deliverables for internal business purposes.

6.3 No restriction shall apply to Buyer use of Deliverables beyond those permitted by the G-Cloud Framework.

7. Confidentiality

7.1 Each party shall keep Confidential Information confidential.

7.2 Confidentiality obligations survive termination.

8. Data Protection

8.1 Each party shall comply with applicable data protection legislation.

8.2 Where personal data is processed, the parties shall comply with G-Cloud data protection requirements.

9. Liability

9.1 Nothing limits liability for death or personal injury, fraud or fraudulent misrepresentation.

9.2 Supplier liability shall be capped in accordance with the G-Cloud Framework.

9.3 Exclusions of indirect or consequential loss apply only to the extent permitted by the G-Cloud Framework.

10. Insurance

The Supplier shall maintain insurance as required by the G-Cloud Framework.

11. Term and Termination

11.1 These Terms apply for the duration of the applicable Statement of Work.

11.2 Termination rights shall be governed by the G-Cloud Framework Call-Off Terms.

12. Force Majeure

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

13. Assignment and Subcontracting

13.1 The Supplier may subcontract but remains responsible for delivery.

13.2 Assignment shall be permitted only as allowed under the G-Cloud Framework.

14. Dispute Resolution

Disputes shall be resolved in accordance with the G-Cloud Framework dispute resolution provisions.

15. Governing Law

These Terms are governed by the laws of England and Wales, subject to the G-Cloud Framework.

16. Project Management and Personnel

16.1 The Supplier shall appoint a suitably qualified Project Manager responsible for delivery of the Services.

16.2 The Supplier shall ensure that personnel engaged are appropriately skilled and experienced.

17. Buyer Dependencies and Access

17.1 Where access to Buyer premises or systems is required, the Buyer shall provide such access as reasonably necessary.

17.2 The Supplier shall not be responsible for delays caused by failure to provide access, information or approvals.

18. Records and Audit

18.1 Each party shall maintain accurate records relating to performance of the Services.

18.2 Audit rights shall apply only to the extent permitted under the G-Cloud Framework.

19. Relationship of the Parties

Nothing in these Terms creates a partnership, joint venture or agency relationship.

20. Further Assurance

Each party shall execute such further documents as may be reasonably required to give effect to these Terms.

21. Severance

If any provision is held invalid, the remaining provisions shall continue in effect.

22. Entire Agreement

These Terms, together with the applicable Statement of Work and the G-Cloud Framework, constitute the entire agreement.

End of Terms and Conditions