



G-Cloud 15

Supplementary Terms & Conditions

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1. The Supplementary Terms & Conditions apply to and govern every supply of Systems and Services in addition to the G-Cloud 15 framework Terms & Conditions of contract, by Business Reform Limited, whose registered office is at Unit 13 Sealand CoWorkz, Minerva Avenue, Chester CH1 4QL ('the Supplier') and the Client.
2. The engagement scope, service levels and indicative timescales should be agreed, and a purchase order issued, prior to work commencing.
3. The cost of Systems and Services to be provided as stated in the Supplier's quotation are exclusive of VAT. Travel and subsistence expenses will be charged in addition to the day rate at cost as incurred unless stated otherwise in the quotation.
4. Our payment terms are 30 days from the date of invoice, to the bank account as stated on the invoice.
5. The Supplier shall:
 - a. provide the services under this agreement with reasonable skill and care to generally accepted industry standards and practices.
 - b. draw upon and deploy its resources as it deems necessary to service the contract and will determine, what, where, when, how and by whom work will be carried out including their working practices, location, approach and methodology in order to complete the deliverables and services agreed with the Client. At no time will our staff be subject to supervision, direction or control by any individual, the Client or intermediary other than our company.
 - c. take such precautions as it shall deem necessary in its discretion to prevent any computer virus being transmitted to the Client.
6. The Intellectual Property of any custom-built solution provided to the Client will remain with the Supplier.
7. Any request by the Client to change the scope of the agreed work will be subject to an additional quotation which will detail any additional cost and any impact on the schedule. Any additional work will commence following agreement by both the Supplier and the Client.
8. The Client shall cooperate with and provide the Supplier with the necessary resources, access, facilities and information required to deliver the Systems and Services in a timely manner. Any

delays on the part of the Client that are likely to result in additional costs being incurred will be notified to the Client for agreement before proceeding further.

9. The Services and solutions provided to the Client under G-Cloud 15 will be provided within the boundaries and remits of the core Microsoft Technologies and Smartsheet Software. The Supplier will not be held liable for any core Microsoft, Smartsheet or other third-party software bugs, issues, failure, or outage.

If the services being provided originate from Microsoft 365, the Supplier is not under agreement or contract to maintain uptime levels, of which this is provided by Microsoft. A copy of such uptime/SLA from Microsoft can be found at <https://www.microsoftvolumelicensing.com/>.

If the services being provided originate from Smartsheet, the Supplier is not under agreement or contract to maintain uptime levels, of which this is provided by Smartsheet. A copy of such uptime/SLA from Smartsheet can be found at <https://www.smartsheet.com/legal/sla> and <https://www.smartsheet.com/trust/reliability>.

10. The Supplier will not be responsible for:
 - a. any problems or data breaches arising from the internet connection or equipment of the Client, or misuse of systems, hardware or software by the Client's users or employees.
 - b. any errors or defects in the Client's software or hardware with which deliverables or systems provided under our Services operate or interface, or on which the deliverables or systems otherwise rely.
11. It is the Client's responsibility to obtain and maintain all necessary licences, permissions and consents which may be required prior to the commencement of the Supplier's Services and ongoing as required.
12. The Client may be required to purchase any applicable third-party licences for any third-party products that are necessary for the Supplier to provide the Systems and Services. If the Supplier is required to purchase these on behalf of the Client, the Supplier shall inform and agree with the Client the billable costs prior to purchasing these products.
 - a. The Client understands that any Third-Party Software which is quoted and subsequently accepted by the Client on the Supplier Contract is not owned or manufactured by Supplier. The Client understands that they are fully aware that any Third-Party Software provided by Supplier shall be governed by the particular Third-Party Software providers terms and conditions not this Agreement, except for the payment of Service Charges in line with the Contract Period. Supplier will work with the Third-Party Software provider to manage any support requests or service issues the Client may have in line with the Third-Party Software providers terms and conditions.

13. The Client should note that Supplier cannot be held responsible for loss degradation of service resulting from works undertaken directly by, or via a Third-Party contracted by the Client. The Client shall provide Supplier with reasonable notice of all planned work activity that may affect the working of the Client's IT hardware and software or associated equipment used to provide the service which could result in service failure or service outage.
14. Technical and support services will be based on our standard package with services provided 5 days per week, Monday to Friday 9am to 5pm, excluding Bank Holidays, unless otherwise specified and agreed between the Supplier and Client in writing as part of their service contract. Service levels will be determined and agreed as part of the contract between the Client and Business Reform Limited through a specific service level agreement.
15. All service contracts are written in a spirit of partnership. The Supplier will do everything possible to rectify every issue in a timely manner. However, there are a few exclusions where this does not apply:
- Any other parts of IT support not listed in the agreed service agreement;
 - Uptime from Microsoft services and Products;
 - Uptime from Smartsheet services and Products;
 - The problem has been caused by using equipment, Applications or service(s) in a way that is not recommended;
 - The Client has made unauthorised changes to the configuration or set up of affected equipment, Applications, or services;
 - The Client has prevented the Supplier from performing required maintenance and update tasks;
 - The issue has been caused by unsupported equipment, Applications, or other services;
 - The Client has prevented the Supplier from accessing the application through an administration account;
 - When the Client is in breach of its contract with the Supplier for any reason (e.g. late payment of fees).

Having said all that, Business Reform Limited aims to be helpful and accommodating and will do its absolute best to assist the Client wherever possible.

16. No party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to; acts of God, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or omission or any other event that is beyond the control of the Party in question.
17. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.