



**Standard Terms And Conditions For Supply Of Goods
And Services Of Happy Moose Limited**

GCloud 15

The Buyer wishes to procure and Happy Moose is willing to provide certain services. The provision of such services by Happy Moose to the Buyer shall be governed by these Standard Terms and Conditions of Sale, which shall be read in conjunction with the G-Cloud 13 Call Off Contract Ref [REFERENCE] ("Call Off Contract") and the Call Off Contract Part A ("Order Form"). The order of precedence set out in Order Form Clause 1.4 shall apply.

1. THE G-CLOUD SERVICES

The Supplier shall deliver the services further particularised in the Call-Off Contract and Order Form ("the G-Cloud Services") substantially in accordance with the service requirements contained or referenced in the Order Form.

2. THE MILESTONES AND THE DELIVERABLES

In delivering the G-Cloud Services, the Supplier shall deliver any deliverables (as applicable) in accordance with any schedule or timeframe as is agreed between the parties in writing from time to time (the "Agreed Delivery Schedule").

3. THE BUYER RESPONSIBILITIES

In order to enable the Supplier to deliver the G-Cloud Services in a timely manner, the Buyer shall undertake the Buyer's responsibilities, as further particularised in the Order Form, by the corresponding dates in the Order Form.

The Supplier will not have any liability under the Call Off Contract if it is unable to provide the G-Cloud Services in a timely manner due to any delay or failure by the Buyer (or its employees, agents, or third party suppliers) in complying with its obligations pursuant to this Agreement. The Supplier shall in these circumstances be entitled to an adjustment to any agreed timescales for delivery and to reimbursement of its additional costs reasonably incurred as a result of the delay or failure by the Buyer. The Supplier shall use its reasonable endeavours to mitigate the impact of any delay or failure of the Buyer on its ability to provide the G-Cloud Services, the adjustment to the timescales for delivery and the additional costs incurred.

4. THE QUALITY STANDARDS

In delivering the G-Cloud Services, the Supplier shall ensure that it complies with any quality standards set out in the Order Form.

5. THE PRINCIPAL LOCATION

The Supplier shall deliver the G-Cloud Services from the principal location(s) set out in the Order Form, unless otherwise agreed by the parties.

6. THE CHARGES AND PAYMENT

In consideration of the delivery of the G-Cloud Services, the Buyer shall pay the charges set out in the Order Form to the Supplier.

The Charges shall become due and payable as set out in the Order Form.

The Charges set out in the Order Form are exclusive of:

- i) Value Added Tax; and
- ii) The Supplier's reasonably incurred travel and subsistence expenses, which amounts shall be additionally payable by the Buyer.

7. FORCE MAJEURE

Neither party shall be liable for any delay in meeting or for failure to meet any of its obligations under a Call Off Contract due to any cause outside its reasonable control, including, without limitation, strikes, lock outs, Acts of God, war, riot, malicious acts of damage, fire, acts of any government authority, failure of the public electricity supply, or the lack of availability of materials.

8. NO PARTNERSHIP OR AGENCY

Nothing herein is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

9. THIRD PARTY RIGHTS

No one other than a party to a Call Off Contract and their successors and permitted assignees, shall have any right to enforce any of its terms.

10. LAW AND JURISDICTION

Each Call Off Contract, Order Form and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the same, or its formation or its subject matter, shall be governed by and construed in accordance with English Law.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims)



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