

MICROSOFT 365

Terms and Conditions

Interested Parties

Interested Party	Name	Position
Dolphin IT Solutions	Andy Taylor	Director

Modification history

Version	Description of Change	Author	Date
1.0	Initial drafting	Joshua White	26-01-2026

Referenced Documents

Version	Document Name	Author	Date



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1 Introduction

These Terms and Conditions (“Supplier Terms”) apply to the provision of Microsoft 365 licencing and related reseller services (“Services”) provided by Dolphin IT Solutions (UK) Ltd (“Supplier”) to the customer (“Customer”).

The Services are provided under the G-Cloud 15 framework and are subject to the G-Cloud Call-Off Contract. In the event of any conflict:

- The G-Cloud Call-Off Contract takes precedence;
- then these Supplier Terms;
- then applicable Microsoft licence terms, including the Microsoft Customer Agreement.

These Supplier Terms do not replace or override the G-Cloud Call-Off Contract.

1.1 Scope of Services

The Supplier provides Microsoft 365 licence procurement, billing, management, and optimisation / strategy services as an authorised indirect Microsoft reseller under the CSP partnership.

The Supplier does not develop, host, operate, or control the Microsoft 365 platform.

The scope of the Services is limited to those described in the applicable Service Definition document.

1.2 Governing Law

These Supplier Terms are governed by the laws of England and Wales, in accordance with the G-Cloud Call-Off Contract.



2 Third-Party Software and Licensing

Microsoft 365 is proprietary software owned and licensed by Microsoft.

Use of Microsoft 365 is governed by Microsoft's licence terms, including the Microsoft Customer Agreement (MCA) which applies directly between Microsoft and the Customer.

The Supplier does not grant any licence to Microsoft 365 and has no authority to vary Microsoft's licence terms.

The Customer agrees to comply with all applicable Microsoft licence terms and acceptable use policies.

3 Licence Commitments and Billing

Licence quantities and commitment periods are determined by Microsoft's licensing model and Product Terms.

Some licences may be subject to minimum commitment periods (including annual or multi-year commitments) which cannot be reduced or cancelled during the applicable term.

The Supplier will make reasonable efforts to communicate applicable licence commitments at the point of order.

4 Customer Responsibilities

The Customer is responsible for:

- maintaining appropriate Microsoft 365 licences;
- managing users, permissions, and access controls;
- complying with Microsoft licence terms;
- ensuring lawful use of the Services.

The Customer remains the data controller for all data stored within Microsoft 365, and therefore is responsible for the data they store or process within the Service.

5 Suspension of Services

The Supplier may suspend licence management services where required to:

- comply with Microsoft policies;
- address security, legal, or compliance risks;
- comply with applicable law or regulatory obligations.

Any suspension will be proportionate, limited to the affected Services where possible, and managed in accordance with the G-Cloud Call-Off Contract.

6 Service Availability and Dependency

Availability and performance of Microsoft 365 are governed by Microsoft's service architecture and service level commitments.

The Supplier is not responsible for service interruptions or failures caused solely by faults or outages in Microsoft's platforms or infrastructure outside the Supplier's reasonable control.



7 Support & Service Management

Platform-level support relating to tenant-wide Microsoft 365 service issues is included and provided via escalation to Microsoft.

End-user IT support, device support, migrations, and configuration services are not included unless separately purchased under another G-Cloud service.

Support hours for coordination and escalation are 7am-7pm UK time, Monday to Friday, via email, phone, and an online ticketing portal.

8 Information Security

The Supplier operates under documented information security policies aligned with recognised standards, including ISO 27001.

Access to customer environments is restricted to authorised personnel and controlled using role-based access and strong authentication. All access for support purposes is logged and monitored.

9 Data Ownership and Access

All customer data remains within the Customer's Microsoft 365 tenant.

The Supplier does not store or retain customer operational data beyond service administration records.

The Customer retains full ownership and administrative control of all data at all times.

10 Exit and Transition

On expiry or termination of the Call-Off Contract, the Customer may:

- transfer Microsoft 365 licences to Microsoft directly; or
- transfer licences to another authorised Microsoft reseller, subject to Microsoft licence terms.

The Supplier will provide reasonable assistance to support licence transition at no additional cost.

11 Liability

Liability between the parties is governed by the provisions set out in the G-Cloud Call-Off Contract.

Nothing in these Supplier Terms limits or excludes liability beyond what is permitted under the G-Cloud Call-Off Contract.

11.1 Third-Party Platform Dependency

To the extent permitted under the G-Cloud Call-Off Contract, the Supplier is not responsible for service failures caused solely by faults or outages in third-party platforms or infrastructure outside the Supplier's reasonable control.

