



Quantum Value IT Services Limited

Quantum Value IT Services Limited – Terms and Conditions

Effective Date: October 2025

Company Name: Quantum Value IT Services Limited (“Quantum Value”, “we”, “our”, or “us”)

Website: www.quantumvalue.net

Email: info@quantumvalue.net

Telephone: 07577 349757

1. Introduction

These Terms and Conditions (“Terms”) set out the basis upon which Quantum Value IT Services Limited provides consultancy, professional, and digital transformation services to its clients (“Customer”, “you”, or “your”). By commissioning or using our services, you agree to be bound by these Terms together with any accompanying Statement of Work (SoW) or Call-Off Contract, which together form the entire agreement between Quantum Value and the Customer.

2. Scope of Services

Quantum Value provides professional and managed services including but not limited to digital transformation and service design, enterprise and solution architecture, cloud migration and optimisation, data integration and analytics, security and compliance consultancy, and technical assurance. Each engagement is governed by a mutually agreed Statement of Work defining the scope, deliverables, roles, fees, and applicable service levels.

3. Engagement and Governance

All work is initiated through an agreed Statement of Work, which forms part of these Terms. Quantum Value will assign suitably qualified personnel appropriate to the project’s scope and complexity. Any change in scope or deliverables must be agreed in writing through a formal Change Request process. Quantum Value will act in good faith and with reasonable skill and care, in accordance with professional standards and industry best practices.

4. Client Responsibilities

The Customer agrees to provide timely access to information, systems, and personnel required for service delivery. The Customer must ensure that internal stakeholders are available to support decision-making and approvals, maintain all necessary licences and infrastructure, and comply with data-protection, confidentiality, and security obligations. Delays or restrictions caused by the Customer may impact agreed timescales or deliverables.

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5. Fees, Invoicing, and Payment

Fees are calculated based on the rates and milestones defined in the Statement of Work or G-Cloud pricing schedule. Invoices are issued monthly in arrears unless otherwise stated. Payment is due within thirty (30) days of the invoice date. Late payments may incur interest under the Late Payment of Commercial Debts (Interest) Act 1998. All fees exclude VAT, which will be charged at the prevailing rate. Reasonable pre-approved travel and subsistence costs will be charged at cost.

6. Confidentiality

Both parties agree to maintain strict confidentiality over any proprietary or sensitive information exchanged during the engagement. Confidential information may not be disclosed to third parties without prior written consent, except where required by law or regulation. This obligation continues for five (5) years after contract completion or indefinitely in the case of trade secrets.

7. Data Protection

Quantum Value complies with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Quantum Value may act as either Data Controller or Data Processor depending on contractual context. All data is processed securely and lawfully in accordance with the Customer's documented instructions. Data is encrypted in transit and at rest using industry-standard protocols (TLS 1.2+ and AES-256). Where sub-processors are engaged, they are bound by equivalent contractual and security obligations, subject to the Customer's prior written approval. A full Data Processing Agreement (DPA) accompanies all relevant contracts.

8. Security and Personnel Vetting

Quantum Value maintains an Information Security Management System (ISMS) aligned with ISO 27001:2022. Staff screening and background checks are carried out at the Customer's request and, where applicable, in accordance with BS7858:2019 and BPSS standards. Enhanced clearances (for example, Security Check (SC) or Non-Police Personnel Vetting (NPPV)) are arranged where contractually required or necessary to access government systems or data. Access to systems and data follows the principle of least privilege, ensuring that only authorised personnel can view or modify sensitive information. All personnel complete mandatory security and data-protection training on induction and annually thereafter. Quantum Value aligns all vetting and access-control practices with NCSC Cloud Security Principle 6 – Personnel Security.

9. Intellectual Property Rights (IPR)

Unless otherwise agreed, all pre-existing intellectual property belonging to either party remains their property. Quantum Value grants the Customer a perpetual, non-exclusive,

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royalty-free licence to use deliverables created under the contract. Intellectual property created during the engagement will vest in the Customer upon full payment unless explicitly excluded in the Statement of Work.

10. Limitation of Liability

Quantum Value's total aggregate liability for any claim, whether in contract, tort, or otherwise, shall not exceed the total fees paid for the relevant Statement of Work. Quantum Value shall not be liable for any indirect, consequential, or special loss including loss of profit, revenue, or data. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.

11. Service Levels and Incident Management

Standard support hours are Monday to Friday, 09:00 – 17:00 (UK time), excluding public holidays. Response and resolution times are determined by the agreed SLA matrix and issue priority. Weekend or out-of-hours support can be arranged by prior agreement. All incidents are logged, tracked, and managed through Quantum Value's service-management process, with monthly reports available upon request.

12. Termination

Either party may terminate the agreement by giving thirty (30) days' written notice for convenience. Termination may occur immediately if either party commits a material breach that is not remedied within fourteen (14) days of written notice, or if either party enters administration, liquidation, or insolvency. Upon termination, all outstanding fees become payable, and Quantum Value will facilitate an orderly service handover.

13. Force Majeure

Neither party shall be liable for failure or delay in performing obligations where the cause is beyond reasonable control, including but not limited to natural disasters, acts of government, war, cyber incidents, or communication failures. The affected party must notify the other party promptly and resume performance as soon as possible.

14. Subcontracting and Third Parties

Quantum Value may use trusted subcontractors or delivery partners to fulfil part of the services, provided that the Customer is notified in advance. All subcontractors are bound by confidentiality, data-protection, and security obligations equivalent to those contained in these Terms. Quantum Value remains fully responsible for the actions and performance of its subcontractors.

15. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of England

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and Wales. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts.

16. Entire Agreement

These Terms, together with any applicable Statement of Work, Call-Off Contract, or Data Processing Agreement, represent the entire agreement between the parties and supersede all previous discussions, proposals, or understandings, whether written or oral.

17. Variation

Any amendment or variation to these Terms must be made in writing and signed by authorised representatives of both parties.

18. Contact

For all contractual, operational, or support enquiries, please contact:

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Telephone: 07577 349757

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