

Terms and Conditions for G-Cloud 15 Lot 3 Cloud Support Services

1. Introduction and Purpose

1.1 Purpose of the Terms and Conditions

These Terms and Conditions set out the basis upon which the Supplier provides Cloud Support services to the Buyer. They are designed to ensure a clear understanding of the roles, responsibilities, and legal obligations of both parties during the delivery of the services.

1.2 Applicability to G-Cloud 15 Lot 3

These terms apply specifically to services defined under Lot 3 (Cloud Support) of the G-Cloud 15 Framework Agreement. They complement the Core Terms and the Order Form issued by the Crown Commercial Service (CCS). In the event of any conflict, the G-Cloud 15 Framework Agreement and Order Form take precedence over these terms.

2. Definitions and Interpretation

2.1 Definitions

The following terms have specific meanings in this document:

- **Buyer:** The public sector organisation purchasing the services as identified in the Order Form.
- **Supplier:** The legal entity providing the Cloud Support services.
- **Order Form:** The document governing the specific purchase of services under the G-Cloud 15 framework.
- **Cloud Support:** The professional services provided by the Supplier, including but not limited to migration, optimisation, and technical advisory.
- **Deliverables:** The outputs produced by the Supplier as part of the services, such as reports, code fragments, or strategy documents.
- **Working Day:** Any day other than a Saturday, Sunday, or public holiday in England and Wales.

2.2 Interpretation

Headings are used for convenience only and do not affect the interpretation of these terms. References to "writing" include email.

3. Scope of Cloud Support Services

3.1 Description of Services

The Supplier provides professional support services related to the Buyer's cloud environment. These include:

- Cloud migration planning and execution.
- Cloud optimisation and cost management.
- Security, governance, and compliance assurance.
- Technical advisory and cloud strategy.
- Operational support and incident management.

3.2 Service Exclusions

This service is strictly for Cloud Support. The Supplier does not provide:

- Cloud Hosting (Lot 1).
 - Cloud Software (Lot 2).
 - Direct procurement of third-party software licences or cloud infrastructure credits.
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4. Supplier Responsibilities

4.1 Service Delivery Obligations

The Supplier will:

- Perform the services with reasonable skill, care, and diligence.
- Ensure services are delivered by suitably qualified and experienced personnel.
- Meet any milestones or deadlines specifically agreed upon in the Order Form.

4.2 Personnel Compliance

All Supplier personnel will comply with the Buyer's reasonable security, health and safety, and conduct policies when working on the Buyer's premises or accessing the Buyer's systems.

5. Buyer Responsibilities

5.1 Information and Access

The Buyer must provide:

- Timely access to relevant systems, data, and documentation.
- Access to key stakeholders and subject matter experts required for the project.
- Accurate and complete information necessary for the Supplier to perform the services.

5.2 Co-operation

The Buyer will provide a designated point of contact to manage the day-to-day engagement and provide necessary approvals within agreed timescales.

6. Service Delivery and Engagement

6.1 Requesting Services

Services will be initiated as specified in the Order Form or via a mutually agreed Statement of Work (SoW). Each SoW will detail the specific tasks, timelines, and deliverables.

6.2 Location of Delivery

Services may be delivered remotely or on-site at the Buyer's premises, as specified in the Order Form. If on-site support is required, the Buyer will provide appropriate workspace and facilities.

7. Data Protection and Information Security

7.1 Compliance with Laws

Both parties will comply with all applicable Data Protection Legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

7.2 Data Processing

The Supplier will only process personal data on the documented instructions of the Buyer, acting as a Data Processor. The Supplier will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

8. Confidentiality