

G-Cloud 15: Supplementary terms and conditions



enhance365

Enhance365 Ltd.

Company registered in England no. 08805978

Supplementary terms and conditions

1. The Supplementary Terms and Conditions are provided in addition to the G-Cloud 14 framework Terms and Conditions of contract and apply to and govern the supply of all services by Jon Miller IT Limited, whose registered office is Sunny Lodge, 39A Gifford Gardens, London W7 3AS ('the Supplier') and the Client.
2. Project scope, service levels and indicative timeline should be agreed and a purchase order issued, prior to work commencing.
3. The cost of services provided as stated within the Supplier's statement of work are exclusive of VAT. Any travel and subsistence expenses will be charged in addition to the day rate at cost, unless otherwise stated in the statement of work.
4. Invoices will be raised upon completion and acceptance of agreed project milestones.
5. Payment terms are 30 days from the date of invoice by BACS transfer to the bank account stated on the invoice.
6. The Supplier shall:
 - provide the services under this agreement with reasonable skill and care to generally accepted industry standards and practices.
 - 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.
 - take such precautions as it shall deem necessary in its discretion to prevent any computer virus being transmitted to the Client.
7. The Intellectual Property of any custom-built solution provided to the Client will remain with the Supplier. A usage license will be provided to the Client as part of the agreed services.

8. Any request by the Client to change the scope of the agreed work will be subject to a formal change request notice, 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.
9. The Client shall co-operate with and provide the Supplier with the necessary resources, access, facilities and information required to deliver the agreed 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.
10. The Services and solutions provided to the Client under G-Cloud 14 will be provided within the boundaries and remits of the core Microsoft 365 technologies. The Supplier will not be held liable for any core Microsoft 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, which are provided by Microsoft.
11. The Supplier will not be responsible for:
 - 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.
 - 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.
12. 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.
13. The Client may be required to purchase any applicable third-party licences for any thirdparty products that are necessary for the Supplier to provide the agreed 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.
14. 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 the 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. The 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.

15. 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 the 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.
16. 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 the Supplier through a specific service level agreement.
17. The Supplier will make every endeavour to rectify all issues in a timely manner, in line with agreed service levels, with the exception of any incidents related to:
 - Any other parts of IT support not listed in the agreed service agreement.
 - Uptime from Microsoft services and products
 - The problem has been caused by using equipment, applications or service(s) in a way that is not recommended or supported
 - 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).

18. 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) forcemajeure events, 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.
19. 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.



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