



IRONSHARE
CYBER SECURITY SIMPLIFIED

**IRONSHARE
TERMS AND CONDITIONS
G-CLOUD 15**



CONDITIONS

Conditions of Contract

All G Cloud agreements are submitted in accordance with the Standard Terms and Conditions.

Payment Terms & Validity

The service price quoted is valid for a period of 30 days. All invoice payments should be made within 30 days of the date stated on the associated invoice.

Value Added Tax (VAT)

All prices and charges offered do not include VAT, unless otherwise stated. VAT will be charged at the current rate and itemised separately within your invoice.

Exclusions from this Agreement

Any items not specifically stated in this agreement are excluded.

Confidentiality

We will keep the information You submit during the engagement as confidential and protect it as We would Our own confidential information.

Each party will only use Confidential Information to perform its obligations under the Agreement, will safeguard the data accordingly, and will not cause or allow the information to be disclosed except:

1. where required by law, court order or any governmental or regulatory body;
2. to any of its employees, officers, representatives or advisers who need to know the information in order to discharge its obligations under the Agreement;
3. where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers);

Data Protection

When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

Both Parties will comply with their respective obligations under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

Contract Termination

Either party may terminate the Agreement immediately by giving written notice to the other party if that other party:

1. does not pay any sum due to it under the Agreement within 30 days of the due date for payment;
2. commits a material breach of the Agreement which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied;
3. persistently breaches any term of the Agreement;
4. is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due;
5. is a company over any of whose assets or property a receiver is appointed;



6. makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
7. (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation;

Early termination fees ("ETF") shall apply if cancellation notice is received during the fixed-term of this agreement. Agreements are based on a fixed term ("Term"), beginning on the Effective Start Date. Each year of the Term constitutes a separate annual commitment.

If the Customer terminates this Agreement during any annual commitment for any reason other than the Provider's uncured material breach, the Customer shall be liable for all fees due for the remainder of that annual period in which termination occurs but shall not be liable for fees attributable to subsequent annual periods.

All outstanding Fees must be paid upon termination in line with the payment terms of the agreement.

Security Testing

During the course of our Security Testing engagements, we will perform a series of activities, using numerous tools and techniques to identify risks and vulnerabilities in the customers organisation. This may include performing probes, scans and authentications to a customer's internal and internet facing IT systems.

Signing an agreement or completing our authorisation form, authorises Ironshare Ltd to access the required information, networks and systems for the purpose of performing security testing, based on the company details captured within this agreement. This includes activities that under normal conditions would be considered a violation of the UK Computer Misuse Act of 1990.

A 'Security Testing – Authorisation Form' is available for the customer to complete via the Ironshare customer portal.

Subscription Agreements

Agreements that include product based subscription services (such as the Ironshare Web Security, Ironshare Endpoint Security, Ironshare Identity Protection) are subject to a 30 day written notice period for termination.

If subscribing to a fixed term agreement, renewal documents will be sent out prior to the expiry date. In the event that 30 days' notice for cancellation has not been received in writing, or, the renewal document is not signed, the existing subscription will continue on a rolling 30 day agreement; until such a time that a new agreement is signed or a cancellation notice is received.

Upon notice of termination Ironshare may require support from the partner and/or customer to ensure that all agents are uninstalled and configurations are removed in order to ensure that all usage has ceased. If usage of the services has not ceased, then the partner and/or customer may continue to be billed for the period of active use.

Consulting Agreements

Agreements that include recurring assessments and consulting time, e.g. Annual Cyber Assessments agreed on a fixed term of 1-5 years, are based on one assessment per year starting from the effective start date of this agreement. In the event that Ironshare are unable to agree or engage the customer and/or partner to carry out the assessments / consulting within the timeframe of 1 year, that years assessment will be lost. Only under exceptional circumstances, after agreement with Ironshare and the customer and/or partner, will the engagement be carried over into the following year.



If You agree to pay the Fee for an assessment in monthly instalments, as soon as an assessment has started, for that period, the assessment will be completed and You will be obliged to pay the Fee in full, either over the course of 12 months or by clearing the balance at an earlier time.



Cyber Essentials and Cyber Essentials Plus Scheme Terms and Conditions

Cyber Essentials and Cyber Essentials Plus (individually and together referred to as the Scheme) are owned by NCSC and managed for NCSC by IASME Consortium Limited who are NCSC's exclusive Cyber Essentials Partner.

Important: Please use the link below to read the IASME T&Cs carefully as they form part of the contract between the customer and IASME Consortium Limited. IASME's Terms and Conditions can be found here:

[Terms and Conditions - Cyber Essentials](#)

Definitions

The following words and expressions shall have the meanings assigned to them below and the following rules of interpretation shall apply to this agreement:-

"Agreement"	means these Terms and Conditions;
"Certificate"	The certificate issued by a Certification Body to an organisation which has successfully been assessed against the Cyber Essentials Technical Standard;
"Certification Body"	means a Cyber Essentials Supplier which has been appointed by IASME to provide Certification Services;
"Certification Mark"	means the Cyber Essentials Certification Mark and the Cyber Essentials Plus Certification Mark;
"Cyber Essentials Certification Mark"	means the Mark awarded to organisations that successfully certify to Cyber Essentials
"IASME"	means the IASME Consortium Limited;
"You"	refers to the customer applicant company or other organisation seeking certification under the Scheme; Yours and Your shall be interpreted accordingly;
"Fee"	means the Fee payable for each assessment;
"We"	refers to IASME or the CB (Ironshare) as applicable. "Us" and "Our" shall be interpreted accordingly.
"Scheme Controls"	means the technical controls described in the Cyber Essentials Requirements for IT Infrastructure (https://www.ncsc.gov.uk/files/Cyber-Essentials-Requirements-for-Infrastructure-v3-1-April-2023.pdf)
"Questionnaire"	means the self-assessment questionnaire by which You will describe how You implement the Scheme Controls.

Assessment

We will upon receipt of the Fees (or purchase order) create You an account and give You access to a Scheme self- assessment Questionnaire and will, subject to You meeting Your obligations under this agreement, assess the completed Questionnaire in accordance with the Scheme Controls.



You must complete and submit the Questionnaire to Us within 6 months of Our sending You the Scheme Questionnaire form. Any Questionnaire submitted after that date will not be assessed and no refund of the Fees will be due or payable to You.

We will notify You of the results of Our assessment as soon as reasonably practicable after completing its assessment.

If You are successful, You will be issued with a Certificate (valid for 12 months from the date of issue);

We will perform its assessment with reasonable skill and care but the results are not subject to any appeal mechanism and are made entirely at Our sole and absolute discretion;

We will make reasonable efforts to support You in achieving a passing score; however, this remains at Our discretion. With the right engagement and timely actions, from You and/or Your IT Provider we are confident You can be successful. If You do not engage appropriately or fail to meet the required standards within the required time frames, and Your assessment attempt is unsuccessful, We may offer additional assessments free of charge, provided that We are notified within 72 hours of receiving notice of Your initial failure. If You do not meet these conditions or require further attempts, additional assessments may be subject to a fee.

Your Obligations

You must ensure that:

Your submitted Questionnaire is complete and accurate in all material respects and has been completed honestly and in good faith;

Your Scheme Questionnaire has been completed and signed by an authorised and suitably competent person of suitable seniority within Your organisation;

You will cooperate with Us and Our permitted agents and advisers in the management and auditing of the Scheme and will in particular provide Us with access to Your records, personnel and premises for the purposes of auditing Your compliance with the terms of this agreement.

You acknowledge that the Scheme is intended to reflect the fact that certified organisations have themselves established the Security Controls set out in the Cyber Essentials Requirements for IT Infrastructure only and that receipt of a Certificate does not indicate or certify or guarantee that Your organisation is free from cyber security vulnerabilities. You acknowledge and accept that We have not warranted or represented the Scheme or certification under the Scheme as conferring any additional benefit to You.

You will comply with the Scheme Documentation and all reasonable directions made to You by Us or the by IASME.

Fee

You will pay the Fee in accordance with the Our published Fee scale or as advised by the Certification Body

If You agree to pay the Fee in monthly instalments, as soon as the access to the Questionnaire is granted, You will be obliged to pay the Fee in full, either over the course of 12 months or by clearing the balance at an earlier time.

The issuance of the first Cyber Essentials Certificate and first Cyber Essentials Plus Certificate (if applicable) are included in the assessment Fee.



Scheme IPR and Use of Certificate

You will comply with the Scheme documentation and all reasonable directions made to You by Us, NCSC or the relevant CB.

You acknowledge that any Certificate will be issued to You only upon acceptance of the terms and conditions of use including constraints on the use of the Marks.

We reserve the right to rescind (without compensation to You) a Scheme Certificate that has been issued to You in error.

Confidentiality

We will keep the information You submit during the assessment as confidential and protect it as We would Our own confidential information. We will only use the confidential information You submit for the purposes of performing, managing or reviewing the assessment and for the purposes of the effective management, supervision and development of the Scheme. We may disclose Your confidential information to HM Government; and (for the purpose only of performing an assessment or managing or auditing the Scheme) to Our staff and contractors and to a Certification Body. Such disclosure will be on terms of confidentiality. We may also disclose Your information as required by law, by an order of any court or tribunal; or as required by HMRC. In the event that management of the Scheme is to be transferred to a third party We may disclose to them the confidential information You have submitted, for the purpose of ensuring the continuation of the assessment and or the Scheme.

You also agree to us publishing the name of Your company and, if relevant, the scope of the assessment if You are awarded certification.

You also agree to the UK Government publishing the details of Your organization and the level of certification held on Our website and on NCSC's website.

Data Protection

Both Parties will comply with their respective obligations under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR).

You shall hold Us harmless from and against any and all claims (including reasonable and properly incurred costs and expenses) made against Us by an individual arising as a result of any loss, unauthorised disclosure of or unauthorised access to any Personal Data by You or any of Your staff in relation to this Agreement or the Scheme.

Limitation of Liability

We do not accept any liability to You resulting from any security breach or vulnerability in Your systems or processes either during the assessment or subsequently.

Cancellation, Termination and Effects of Termination

We may terminate the certification process at any stage without notice to You in the event that You are in breach of any of Your obligations under this agreement.

We may cancel Your Certificate at any time in the event that You use the Certificate or Marks in breach of the terms of the Scheme or in the event that You are in material breach of any of Your other obligations under this agreement.



In the event that We cancel Your Certificate You will immediately cease to use it or to hold Yourself out as holding a Certificate in any other way whatsoever.

We will not be obliged to return any Fee or other payment You have made in connection with the assessment that We terminate or Certificate that We cancel.

Neither Termination of the assessment nor cancellation of the Certificate will prohibit Us from enforcing Our other rights under this Agreement.

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