



Standard Terms & Conditions

THE STANDARD TERMS OF AGREEMENT (the "Agreement") the G-Cloud Client and

Kaze Digital & Data Limited
(Company Number 10295168),
Unit 10
Homelands Commercial Centre,
Vale Road, Bishops Cleeve,
Cheltenham GL52 8PX

1. Definitions

1.1 "Consultant" refers to the strategic advisory consultancy delivering the services for G- Cloud 15 (RM1557.15) Lot 3 - Cloud Support (Additional Services)

1.2 "Client" refers to the organisation or individual receiving the services.

1.3 "Services" refers to the strategic advisory, consulting, analysis, planning, or delivery support described in the Statement of Work (SOW) or Proposal.

1.4 "General Terms and Conditions" The Parties agree that the General Terms and Conditions of the G- Cloud 15 Framework, as amended from time to time, are incorporated into and form part of these Standard Terms and Conditions. In the event of any conflict between the Framework Terms and these Terms, the Framework Terms shall prevail."

2. Scope of Services

2.1 The Consultant will provide the Services as outlined in the agreed SOW, proposal, or engagement letter.

2.2 Any additional work outside the agreed scope will be subject to a separate fee or change request.

2.3 The Consultant will perform the Services with due skill, care, and diligence consistent with industry best practice.

2.4 The Client hereby agrees to engage the Consultant to provide the Client with the following services (the "Services") commencing [DATE]:

3. Client Responsibilities

3.1 The Client will provide timely access to information, personnel, systems, and stakeholders necessary for the Consultant to deliver the Services.

3.2 The Client is responsible for the accuracy of all data and materials provided.

3.3 The Consultant is not liable for delays or deficiencies caused by missing or inaccurate Client information.



4. Fees, Expenses, and Payment Terms

4.1 Fees will be as set out in the SOW or proposal and may include fixed-price milestones, daily rates, or retainers. The maximum daily labour charge for a specific "job role" and "role level" (and if applicable whether Onshore and/or Offshore) is in accordance with the G-Cloud 15 rate card confirmed by the Consultant.

4.2 the Maximum Day Rates can be reduced (but not increased) at any time during Framework Contract Period.

4.3 Unless otherwise agreed, invoices are payable within 30 days of the invoice date.

4.4 Reasonable travel, accommodation, and project-related expenses will be charged to the Client where pre-approved.

4.5 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

4.6 Any late payments will trigger a fee of 4.00% per month on the amount still owing as per the Late Payment of Commercial Debts (Interest) Act 1998.

5. Reimbursement of expenses

5.1 Expenses for travel, mileage and/or subsistence shall be deemed to be included in the Maximum Day Rates where they relate to travel, mileage and/or subsistence within the area which is bounded by the London Orbital Motorway (M25).

5.2 In all other cases, expenses for travel, mileage and/or subsistence will only be recoverable in addition to the Maximum Day Rates where this is expressly set out in the Rate Card and, where recoverable, shall be payable at the Buyer's applicable standard travel, subsistence and mileage rates. For the avoidance of doubt, the Consultant will be reimbursed for reasonable and necessary expenses incurred in connection with providing the Services that fall outside clause 5.1.

5.3 The Consultant will only be reimbursed for expenses submitted according to the following guidelines:

- Motor Mileage to Client sites paid at 45ppm.
- Standard class train fare
- Other forms of transportation where required.
- Overnight accommodation, where approved in advance.
- Daily subsistence while travelling to Client Sites.
- Further expenses outlined in the SoW



6. Term and Termination

6.1 The Agreement begins on the start date specified in the SOW and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.

6.2 The Term of this Agreement may be extended with the written consent of the Parties.

6.3 In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

6.4 Either party may terminate by written notice if the other commits a material breach and fails to remedy it within 14 days.

6.5 On termination, the Client will pay for all work completed up to the termination date and any committed expenses.

6.6 Certain clauses (confidentiality, liability, IP, payment) survive termination

7. Performance

7.1 The Client shall not control or have any right of control as to how the Consultant is to perform the contracted services. The Consultant will determine how the services are to be completed.

7.2 The Consultant has the right to substitute any professional to complete the work as is necessary. The Client has the right to refuse the substitute.

7.3 The Parties agree to do everything that is reasonably practical to ensure that the terms of the Agreement take effect.

8. Assignment

8.1 The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

8.2 The Consultant reserves the right to replace the initially appointed Associate with another who possesses the required skills, experience and qualifications required to carry out the work. Should the Consultant choose to replace any of its Associates it shall use reasonable endeavours to ensure that there is a 10-working days hand-over.

8.3 The Consultant shall be liable for all costs associated with the provision of the replacement Associate including costs associated with the hand-over period.

9. Inurement

9.1 This Agreement will ensure to the benefit of and be binding on the Parties and their respective permitted successors and assigns.

10. Confidentiality

10.1 Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

10.2 Each party agrees to keep confidential any information marked or reasonably understood to be confidential.

10.3 Each party agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Sub-Contractor has obtained, except as authorised by the Client or as required by law.

10.4 The Consultant may reference the engagement in anonymous form for credentials unless the Client objects in writing.

10.5 The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

11. Data Protection / Privacy

11.1 Both parties will comply with applicable data protection legislation, including UK GDPR.

11.2 The Consultant will process personal data only as necessary to provide the Services and in accordance with documented instructions.

12. Intellectual Property

12.1 Pre-existing intellectual property belonging to either party remains their property.

12.2 The Consultant grants the Client a non-exclusive licence to use deliverables created under this Agreement for internal business purposes.

12.3 The Consultant may retain and reuse non-confidential tools, frameworks, and methodologies developed during the engagement.

12.4 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client.

12.5 The use of the Intellectual Property by the Client will not be restricted in any manner.

12.6 The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

12.7 Each party will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property belonging to the other party.

13. Independent Contractor Status

13.1 In providing the Services under this Agreement it is expressly agreed the Consultant acts as an independent contractor, not as an employee of the Client.

13.2 Each Party acknowledges that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

14. Liability and Indemnity

14.1 The Consultant's total liability arising out of this Agreement is limited to the total fees paid by the Client in the preceding 12 months.

14.2 The Consultant is not liable for indirect or consequential losses, including loss of profit, opportunity, or data.

14.3 The Client agrees to indemnify the Consultant for losses resulting from the Client's misuse of deliverables or breach of responsibilities.

14.4 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

14.5 This indemnification will survive the termination of this Agreement.

15. Insurances

15.1 The Consultant maintains the following insurances for the period of the task:

- Professional Indemnity (PI): £1,000,000 any one claim (Insurer: Tokio Marine HCC)
- Public Liability (PL): £5,000,000 any one occurrence (Insurer: Tokio Marine HCC)
- Employers' Liability (EL): £5,000,000 (Insurer: Tokio Marine HCC)

16. Return of Property

16.1 Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

17. Non-Solicitation

17.1 The Client agrees not to solicit or hire the Consultant's staff or subcontractors during the engagement and for 12 months after its completion, unless agreed in writing.



18. Conflicts of Interest

18.1 The Consultant will disclose any actual or potential conflicts of interest that arise during the engagement.

18.2 The Consultant reserves the right to work with other clients provided confidentiality obligations are upheld.

19. Force Majeure

19.1 Neither party will be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, war, pandemics, or government restrictions.

20. Governing Law and Jurisdiction

20.1 This Agreement is governed by the laws of England and Wales.

20.2 Any disputes shall be resolved by the courts of England and Wales.

21. Entire Agreement

21.1 This Agreement, together with the SOW or proposal, constitutes the entire agreement between the parties and supersedes any prior discussions or understandings.

21.2 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

22. Amendments

22.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

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DISPUTE RESOLUTION

23.1 Negotiation

In the event of any dispute, controversy or claim arising out of or in connection with this Agreement ("Dispute"), the Parties shall first seek to resolve the matter through good-faith negotiations. Each Party shall appoint a representative with authority to settle the Dispute. The representatives shall meet within **10 Business Days** of written notice being given.

23.2 Mediation

If the Dispute is not resolved within **20 Business Days** of the initial discussions, either Party may refer the matter to mediation.

The Parties shall agree on an independent mediator. If they are unable to agree within **10 Business Days**, a mediator shall be appointed by an appropriate UK mediation body.

Mediation shall be conducted in confidence, and without prejudice to the rights of either Party.

23.3 Arbitration (If Agreed by Both Parties)

If mediation does not resolve the Dispute, the Parties may agree to refer the matter to arbitration.

Arbitration shall be conducted in accordance with the rules of the Chartered Institute of Arbitrators by a sole arbitrator appointed under those rules. The seat of arbitration shall be **England and Wales**, unless otherwise agreed.

23.4 Court Proceedings

If the Parties do not agree to arbitration, or if arbitration does not achieve resolution, the Dispute shall be subject to the **exclusive jurisdiction of the courts of England and Wales**.

23.5 Continuity of Performance

Unless otherwise agreed or permitted under this Agreement, each Party shall continue to perform its obligations while any Dispute is being resolved.

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24. Termination

24.1. Termination by Notice

24.1.1 Either Party may terminate this Agreement by providing the other Party with written notice.

24.1.2 The required notice period shall be the number of days agreed between the Parties and set out in the Contract Details. In the absence of an agreed period, a minimum notice period of 10 working days shall apply.

24.1.3 The Agreement shall continue in full force during the notice period, and all fees for Services delivered up to the effective date of termination shall remain payable.

24.2 Termination for Material Breach

24.2.1 Either Party may terminate this Agreement with immediate effect by giving written notice if the other Party commits a material breach of this Agreement and, where the breach is capable of remedy, fails to remedy it within 10-20 Business Days of receiving written notice requiring it to do so.

24.3 Termination for Insolvency

24.3.1 Either Party may terminate this Agreement immediately by written notice if the other Party becomes insolvent, enters administration, or is otherwise unable to pay its debts as they fall due.

24.4 Effect of Termination

Upon termination:

- All outstanding charges for Services properly performed up to the termination date shall become immediately payable;
- Each Party shall return or destroy the other Party's confidential information in accordance with the confidentiality clause; and
- Termination shall not affect any rights or obligations that have accrued prior to the effective date of termination.

25. Titles/Headings

25.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

26. Gender

26.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27. Severability

27.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

28. Waiver

28.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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