



NORTHERN WOLF

- MARKETING -

Est 2017

Terms and Conditions

Lot 3 Cloud Support Services

1. Scope of Services

These Terms and Conditions apply to the provision of Cloud Support services under G-Cloud Lot 3. Services include bespoke development, configuration, integration, migration, testing, and related support activities for cloud-based systems, as described in the applicable service definition.

Services are provided on a time-and-materials basis unless otherwise agreed in writing.

2. Service Delivery

Services are delivered remotely as standard during UK business hours (Monday to Friday, 9am–5pm), excluding public holidays, unless otherwise agreed. Delivery timescales and priorities will be agreed with the buyer at the start of each engagement.

The supplier will use reasonable skill and care in delivering the services in line with good industry practice.

3. Buyer Responsibilities

The buyer is responsible for providing timely access to systems, documentation, stakeholders, and information required to deliver the services. Delays or restrictions in access may impact delivery timescales.

4. Pricing and Payment

Charges are based on the published day rates for the relevant roles and are exclusive of VAT. Work will only be undertaken following buyer approval. Invoicing and payment terms are as agreed in the call-off contract.

5. Data Protection

Both parties will comply with applicable data protection legislation, including GDPR. Buyer data remains the property of the buyer and will only be used for the purpose of delivering the services.

6. Security

Access to buyer systems will be limited to what is necessary to deliver the services and controlled using appropriate security measures.

7. Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights in deliverables created specifically for the buyer as part of the services shall vest in the buyer upon payment. This does not affect the supplier's ownership of any pre-existing intellectual property, tools, methodologies, frameworks, templates, or know-how used in the delivery of the services. The supplier retains the right to use its general knowledge, skills, experience, and underlying techniques acquired during delivery for other projects, provided that the buyer's confidential information is not disclosed.

8. Confidentiality

Both parties agree to keep confidential any information disclosed during the engagement, except where disclosure is required by law.

9. Termination

Either party may terminate the services in accordance with the call-off contract. Work completed up to the termination date will be chargeable.

10. Exit Management

Upon termination, the supplier will provide reasonable assistance to support an orderly exit, including knowledge transfer and secure removal of access to buyer systems.