These Supplementary Terms and Conditions ("Supplementary Terms") apply to services provided by iMicro to a customer under the Crown Commercial Service G-Cloud framework. These Supplementary Terms form part of, and are subject to, the G-Cloud Call-Off Contract agreed between iMicro and the customer. In the event of any conflict, the terms of the G-Cloud Call-Off Contract shall take precedence. These Supplementary Terms apply from the effective date of the applicable G-Cloud Call-Off Contract.

1. Purpose and precedence

1.1 These Supplementary Terms and Conditions ("Supplementary Terms") apply to services provided by iMicro under the G-Cloud framework.

1.2 These Supplementary Terms apply only to the extent permitted by, and are subject to, the Crown Commercial Service G-Cloud Call-Off Contract terms agreed between iMicro and the Customer.

1.3 In the event of any conflict between these Supplementary Terms and the G-Cloud Call-Off Contract, the G-Cloud Call-Off Contract shall take precedence.

2. Service provision

2.1 iMicro shall provide the services described in the applicable Service Definition with reasonable skill and care.

2.2 Services are provided in accordance with the scope, constraints, and assumptions set out in the Service Definition and agreed at call-off.

2.3 Service levels, response targets, and support arrangements are agreed at call-off and documented in the Call-Off Contract.

3. Customer responsibilities

3.1 The Customer shall:

- provide timely access to systems, premises, and information reasonably required to deliver the services
- ensure that users comply with agreed usage and security requirements
- cooperate with iMicro to support effective service delivery

3.2 The Customer remains responsible for:

- third-party services not supplied by iMicro
- decisions made based on advice or recommendations provided by iMicro

4. Charges and invoicing

4.1 Charges for services are as set out in the framework pricing documentation and agreed at call-off.

4.2 Invoices shall be issued in accordance with the Call-Off Contract.

4.3 All charges are exclusive of VAT unless otherwise stated.

5. Data protection

5.1 Each party shall comply with its obligations under applicable data protection legislation, including UK GDPR.

5.2 Where iMicro processes personal data on behalf of the Customer, such processing shall be carried out in accordance with the data protection provisions of the G-Cloud Call-Off Contract.

5.3 iMicro shall implement appropriate technical and organisational measures to protect personal data processed as part of the services.

6. Confidentiality and transparency

6.1 Each party shall treat confidential information received from the other party in accordance with the confidentiality provisions of the G-Cloud Call-Off Contract.

6.2 Nothing in these Supplementary Terms shall restrict the Customer's statutory obligations under the Freedom of Information Act 2000 or other applicable transparency legislation.

7. Security and personnel

7.1 iMicro shall maintain appropriate security measures aligned with public sector requirements and the service being delivered.

7.2 Staff involved in service delivery are subject to pre-employment screening appropriate to their role and the data classification of the service.

7.3 Access to Customer systems and data is provided on a role-based basis and removed when no longer required.

8. Suspension and termination

8.1 Suspension or termination of services shall be governed by the provisions of the G-Cloud Call-Off Contract.

8.2 iMicro shall not suspend services except as permitted by the Call-Off Contract.

9. Liability

9.1 Liability arising from or in connection with the services shall be subject to the liability provisions and caps set out in the G-Cloud Call-Off Contract.

9.2 Nothing in these Supplementary Terms limits or excludes liability to the extent that it cannot be limited or excluded by law.

10. Intellectual property

10.1 Intellectual property rights are allocated in accordance with the G-Cloud Call-Off Contract.

10.2 No intellectual property rights are transferred except as expressly set out in the Call-Off Contract.

11. General

11.1 Nothing in these Supplementary Terms creates a partnership, joint venture, or agency relationship between the parties.

11.2 These Supplementary Terms are governed by the laws of England and Wales.

11.3 If any provision of these Supplementary Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.