

Econocom – Public Sector Terms & Conditions

Cloud■Based Services & Solutions

Version 1.0 – Public Sector Edition

1. Definitions

“Econocom” / “Supplier” – Econocom Products & Solutions UK Limited or the contracting Econocom entity.

“Authority” / “Customer” – Any UK public sector body purchasing services under this Agreement.

“Cloud Provider” – A third■party provider of cloud infrastructure, software, or platform services.

“Customer Data” – All data, content, and information supplied or generated for the Authority through delivery of the Services.

“FOIA” – Freedom of Information Act 2000. **“EIR”** – Environmental Information Regulations 2004.

“DPA 2018 / UK GDPR” – The Data Protection Act 2018 and UK General Data Protection Regulation.

“Services” – Cloud■based solutions, managed services, support, and professional services provided by Econocom.

“Order Form/SOW” – The document specifying scope, pricing, special terms, and duration.

“Service Levels (SLAs)” – Performance measures defined in the SLA Schedule.

“Working Day” – Any day other than weekends or public holidays in England & Wales.

2. Contract Structure & Order of Precedence

If the Authority procures under a Crown Commercial Service (CCS) framework, the applicable Call■Off terms take precedence over these T&Cs.;

Otherwise, the order of precedence is: (1) the Authority's Contract / Call■Off; (2) the Order Form; (3) these Terms & Conditions; (4) the Data Processing Addendum (DPA); (5) the SLA Schedule; (6) the Security Schedule.

3. Scope of Services

Econocom will provide cloud■based services, managed support, advisory services, and any agreed deliverables as described in the Order Form.

Services may include SaaS, PaaS, IaaS provisioning; cloud migration and transformation; cybersecurity services; ongoing managed services; support and incident management; consulting and architecture design; training and enablement.

Any service not explicitly described in the Order Form is out of scope and subject to Change Control.

4. Authority Responsibilities

Provide timely access to personnel, systems, and data; ensure internal resources required to support service delivery are available; maintain required licences for third-party systems not provided by Econocom; comply with Cloud Provider acceptable use policies; ensure Customer Data does not infringe third-party rights or contain harmful content.

Failure to meet responsibilities may delay delivery and exclude Econocom from associated liabilities.

5. Change Control

Any change to scope, pricing, or milestones must follow a documented Change Control Process and be approved by both parties in writing.

Emergency changes (e.g., due to security or service continuity risks) may be deployed by Econocom immediately, with retrospective documentation.

6. Pricing, Invoicing & Payment

Charges and payment terms are detailed in the Order Form. Standard public sector payment terms: 30 days from receipt of valid invoice.

The Authority may withhold payment only for disputed amounts. Subscription-based charges are payable annually or monthly as detailed.

7. Service Levels & Support

Service Levels for availability, response, resolution, maintenance windows, and reporting are detailed in the SLA Schedule.

Service credits (if applicable) are the Authority's exclusive remedy for SLA failures and do not apply where failures are caused by Cloud Providers or the Authority.

8. Security Requirements

Econocom will maintain technical and organisational security measures aligned with NCSC security principles; apply secure access control, logging, patching, and incident response processes; notify the Authority within 24 hours of confirming a security incident affecting Customer Data; and support Authority-led investigations and regulatory notifications as required.

The Authority remains responsible for in-scope Customer-managed elements under a shared responsibility model.

9. Data Protection (UK GDPR / DPA 2018)

Where Econocom processes Personal Data on behalf of the Authority, Econocom acts as Processor and the Authority as Controller; the parties shall enter into the Data Processing Addendum (DPA).

Econocom will only process Personal Data in accordance with documented instructions; sub-processors will be disclosed and changes notified; data will be stored and processed within permitted jurisdictions (or with appropriate safeguards); Econocom will assist with DPIAs, subject access requests, and breach management.

Upon termination, Econocom will return or securely delete data in accordance with the DPA.

10. Confidentiality

Both parties shall treat all information shared during delivery as confidential, subject to legal and regulatory disclosure obligations (including FOIA/EIR).

11. FOIA / EIR (Public Sector Transparency)

Econocom will provide timely assistance to enable the Authority to meet statutory deadlines; identify genuinely commercially sensitive information; accept that the Authority retains final disclosure decisions; and support mandated transparency publications as required by public procurement rules.

12. Public Sector Audit Rights

Econocom shall support audits by NAO, internal audit, and relevant regulators on reasonable notice, during business hours, limited to evidence relevant to the Services, and preserving confidentiality/security.

13. Subcontracting

Econocom may use subcontractors while remaining responsible for delivery. Subprocessors of personal data will be governed under the DPA.

14. Intellectual Property

Customer Data remains the property of the Authority. Econocom retains IP in its tools and pre-existing materials. Deliverables are licensed for internal business use, perpetual and royalty-free, unless otherwise stated in the Order Form.

15. Liability

Nothing limits liability for death/personal injury caused by negligence, fraud, or any liability that cannot be limited by law. Subject to this, neither party is liable for indirect loss, loss of profit, or loss of goodwill; Econocom's aggregate liability is capped at 100% of annual charges under the Order Form (or as agreed in the Call Off).

16. Term & Termination

Term as per Order Form. Either party may terminate for material breach not remedied within 30 days. The Authority may terminate for convenience with 30–90 days' notice; fees payable for services delivered to date and unavoidable, pre-approved committed costs. Effects include service cessation, data return/deletion, and exit assistance.

17. Exit Management

Econocom will provide data exports in a commonly used format, support transition, deliver end-of-service documentation, and delete residual data after retention.

18. Force Majeure

Neither party is liable for delay/failure caused by events outside reasonable control; affected parties will notify and mitigate.

19. Dispute Resolution

Disputes will be escalated to senior representatives; mediation may be used before litigation; urgent injunctive relief is not restricted.

20. Governing Law

Laws of England & Wales; exclusive jurisdiction of the courts of England & Wales.

21. Notices

Notices must be in writing to the addresses in the Order Form by recorded delivery or recognised courier.

22. Entire Agreement

These T&Cs, together with the Order Form/SOW and applicable Schedules, constitute the entire agreement.

23. Schedules

Schedule A – SLA (Service Levels)

Schedule B – Security Schedule

Schedule C – Data Processing Addendum (UK GDPR)

Schedule D – Public Sector Transparency Addendum

Schedule E – Shared Responsibility Matrix

Schedule F – Pricing & Commercials

Signature

For Econocom: _____ Name: _____ Title: _____ Date: _____

For Authority: _____ Name: _____ Title: _____ Date: _____