

STANDARD TERMS AND CONDITIONS

1 INTRODUCTION

We adhere to the conditions of the G-Cloud 15 Framework and Call-Off Contract. In addition, all services defined in the associated Service Definition documents are covered by the following standard terms and conditions.

2 LICENCE TERMS

The terms associated with the licensing and use of the SmartReferrals system are defined within the respective Service Definition documents.

3 INTELLECTUAL PROPERTY RIGHTS

The terms associated with the licensing and use of each system are defined within the respective Service Definition documents.

4 DELIVERY

You agree to take delivery of the system and the work described in the official order form within timescales specified on the official order form unless no timescales have been specified whereupon you agree to take delivery within six months from the order date.

5 CHANGE AND ADDITIONS

All requests for changes and additions must be conveyed to us in writing. Where a change or addition involves additional costs that is outside of the work agreed in the official order form, then we will provide you with a quotation for this work. We will not proceed with any work until we have received a copy of our quotation signed by an authorised member of your staff and, where appropriate, a separate purchase order or an amendment to the official order form.

6 CANCELLATIONS AND DELAYS

Should the project be cancelled or suspended, any work that has been completed at that time will be charged for at the quoted rate. If the project is cancelled, we reserve the right to charge an additional cancellation fee of 10% of the total quoted price. The total fees will not exceed 100% of the quoted price. If there is any undue delay to the project that is outside our control (e.g. delays due to availability of your staff) then we reserve the right to raise interim invoices up to the amount of work that has been completed regardless of the invoice schedule. Should the project be cancelled, you will have no right or licence to use the system.

7 DATA PROTECTION AND CONFIDENTIALITY

Under this certification we ensure that all communications and processes for sharing confidential information conform to our Statement of Applicability. You will also be expected to conform to these standards where applicable. Our Statement of Applicability and relevant associated documentation is available on request.