

G-CLOUD Terms & Conditions

Agile Delivery

1. Definitions

In these Terms and Conditions:

- **“Framework Agreement”** means the G-Cloud Services Framework Agreement.
- **“Call-Off Contract”** means a contract entered into under the Framework Agreement.
- **“Supplier”** means Agile Project Delivery. Registered address: 51a St Michael's Street, Paddington, London, W2 1WR.
- **“Customer”** means the public sector body purchasing Services under a Call-Off Contract.
- **“Services”** means the services provided by the Supplier under a Call-Off Contract.
- **“Fees”** means the charges payable for the Services as agreed in the Call-Off Contract.

These Terms and Conditions apply subject to and in conjunction with the Framework Agreement and the applicable Call-Off Contract.

2. General

- The Supplier shall provide the Services with reasonable skill and care, in accordance with the Call-Off Contract.
- The Services are consultancy-led and delivered on a professional services basis.
- Nothing in these Terms overrides the mandatory provisions of the Framework Agreement.

3. Customer Obligations

- The Customer shall provide timely access to information, systems, premises, and personnel reasonably required for delivery.
- The Customer shall ensure information provided is accurate, complete, and fit for purpose.
- The Customer shall nominate appropriate representatives for decision-making, approvals, and issue resolution.

4. Onboarding, Delivery and Governance

At the start of each Call-Off Contract, the Supplier and Customer will agree delivery arrangements, including:

- scope, deliverables, and milestones;
- roles, responsibilities, and escalation routes;
- success criteria and reporting cadence;
- security and information handling requirements.

The Supplier will manage delivery using proportionate governance appropriate to the size and risk of the engagement.

5. Fees, Invoicing and Expenses

- Fees shall be charged as set out in the Call-Off Contract.
- The Supplier shall invoice monthly in arrears unless otherwise agreed.
- Payment terms shall be as defined in the Call-Off Contract.
- Reasonable expenses may be charged where agreed in advance.
- Expenses typically include travel outside Greater London, accommodation, and subsistence.

6. Suspension of Services

- The Supplier may suspend Services where payment is materially overdue, subject to notice and the Call-Off Contract.

7. Intellectual Property

- Intellectual Property Rights shall be handled in accordance with the Framework Agreement and Call-Off Contract.
- Unless otherwise agreed, pre-existing Intellectual Property remains the property of the originating party.

8. Confidentiality and Data Protection

- Each party shall treat confidential information in accordance with the Call-Off Contract.
- The Supplier shall comply with applicable data protection legislation, including UK GDPR.

9. Liability

- Liability is subject to the limitations and exclusions set out in the Framework Agreement and Call-Off Contract.
- Nothing in these Terms limits liability where such limitation is prohibited by law.

10. Termination and Governing Law

- Termination rights shall be as set out in the Call-Off Contract and Framework Agreement.
- These Terms and Conditions are governed by the laws of England and Wales.