



Digital Service
Transformation Consultancy

Terms and Conditions
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1. Scope of services

Apprilis provides digital transformation, consultancy, delivery, implementation and support services as described in the applicable Service Definition and agreed call-off arrangements. Services may include advisory, design, configuration, facilitation, delivery, assurance and support activities.

2. Service delivery

Services are delivered using appropriate delivery approaches, including Agile, Waterfall or hybrid methods, as agreed with the customer. Services are provided during agreed service hours and in the delivery format set out in the call-off arrangements.

3. Service quality

Apprilis shall perform the services with reasonable skill and care, in accordance with generally recognised industry standards and good practice.

4. Customer responsibilities

The customer is responsible for providing timely access to stakeholders, systems, environments, documentation and information reasonably required to deliver the services. Delays or limitations in access may impact delivery timescales and outcomes.

5. Professional boundaries

Services provided by Apprilis are professional and advisory in nature unless otherwise agreed. Apprilis does not provide legal, medical, clinical or regulatory decision-making services. Responsibility for decisions taken based on service outputs remains with the customer.

6. Confidentiality

Each party shall treat confidential information received from the other party as confidential and shall not disclose such information to third parties except where required by law or permitted under the call-off arrangements.

7. Data protection

Apprilis processes personal data only where necessary to deliver the services and in accordance with applicable data protection legislation. Personal data is not retained beyond the end of the engagement unless otherwise agreed or required by law.

8. Information security

Apprilis applies appropriate information security controls aligned to recognised standards and best practice, including ISO 27001 and Cyber Essentials Plus. Access to customer information is restricted to authorised personnel.

9. Intellectual property

Each party retains ownership of its pre-existing intellectual property, subject to the applicable call-off terms. Deliverables created specifically for the customer may be used by the customer for internal purposes. Aprilis retains the right to reuse general knowledge, experience and skills gained during service delivery, provided no confidential information is disclosed.

10. Subcontracting

Apprilis may use subcontractors to support service delivery, provided it remains responsible for the performance of the services in accordance with the call-off arrangements.

11. Suspension of services

Apprilis may suspend services where necessary to comply with legal obligations, protect security, or address material risks, and will seek to minimise disruption and notify the customer where reasonably practicable.

12. Service changes

Minor changes to service delivery may be made to improve effectiveness or address operational issues, provided such changes do not materially alter the agreed scope of services.

13. Termination

Either party may terminate a service engagement in accordance with the applicable call-off arrangements. Upon termination, Apprilis will support an orderly handover or closure of services as agreed.

14. Force majeure

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, industrial action or failure of utilities or networks.

15. Complaints and escalation

Apprilis maintains a complaints and escalation process. Any concerns relating to service delivery should be raised through the agreed governance and escalation channels in the first instance.

16. Liability

Each party's liability is limited to the extent permitted by law. Liability caps, exclusions and remedies are governed by and subject to the CCS call-off terms, which shall take precedence. Apprilis shall not be liable for indirect or consequential losses.

17. Governing law

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.