



PERFORMPARTNERS

Perform Partners, G-Cloud 15 Supplier Terms & Conditions

Version: 4

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Supplemental Terms for use with the CCS G-Cloud 15 Call-Off Contract

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Current Version (v. 4)	Jan 26, 2026 11:55	Cloë Thornton
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v. 1	Jan 26, 2026 10:59	Cloë Thornton

These Supplier Terms are intended to be used as supplemental terms alongside the Crown Commercial Service (CCS) G-Cloud 15 Call-Off Contract. The Call-Off Contract (including the Call-Off Terms and Order Form) remains the primary contract between the Customer and **Perform Partners Ltd.**

1. Parties

1.1 These Supplier Terms are entered into between **Perform Partners Ltd** (the "Supplier") and the Buyer/Customer identified in the Order Form / Call-Off Contract (the "Customer").

1.2 These Supplier Terms apply to Services purchased under CCS G-Cloud 15.

2. Background, framework and interpretation

2.1 The G-Cloud framework sets out the terms and conditions applicable to call-off contracts entered into between a supplier and a customer (the "Framework").

2.2 Unless separately defined in these Supplier Terms, capitalised terms used in these Supplier Terms have the same meanings as in the Call-Off Contract.

2.3 These Supplier Terms set out any supplemental terms that apply in relation to the Services and are intended to be read together with the Call-Off Contract and the Statement of Work ("SOW").

3. Contract documents and order of precedence

3.1 The contract consists of: (a) the Call-Off Contract (including the Call-Off Terms and Order Form); (b) these Supplier Terms; and (c) the SOW and any approved Change Requests (CRs).

3.2 If there is any conflict or inconsistency, the Call-Off Contract prevails, then these Supplier Terms, then the SOW.

3.3 Where these Supplier Terms refer to matters addressed in the Call-Off Contract (for example, limitation of liability), the Call-Off Contract takes priority.

4. Term

4.1 The term starts on the Call-Off Contract start date and continues for the period set out in the Order Form/SOW, unless terminated earlier in accordance with the Call-Off Contract and/or clause 17.



4.2 Where the Call-Off Contract provides termination rights, those apply.

5. Services and delivery

5.1 The Supplier will provide the Services in accordance with the Call-Off Contract and the SOW, using reasonable skill and care.

5.2 The parties will each appoint a primary contact and escalation contact (as set out in the SOW or agreed in writing) to support delivery governance and escalation.

6. Customer responsibilities (access, dependencies, cooperation)

6.1 The Customer will provide timely access to the systems, tools, environments, and information required for delivery, including credentials/permissions where needed.

6.2 The Customer remains responsible for issuing, managing, and revoking access credentials and ensuring any Customer-issued equipment meets required security standards.

6.3 If the Supplier is prevented or delayed due to Customer acts or omissions (including delayed access/provisioning), the Supplier will not be responsible for any resulting delay. Any resulting additional effort or cost will be managed through Change Control.

7. Change control

7.1 Any change outside the SOW scope that may impact time, cost, or quality must be raised as a Change Request (CR).

7.2 The parties will review the CR and either approve it for action or reject it. Any additional charges must be mutually agreed before work proceeds.

7.3 Approved CRs will be recorded and will form part of the SOW for the purposes of delivery, invoicing and reporting.

8. Charges, invoicing, payment and expenses

8.1 Fees are as set out in the Order Form / SOW (fixed price or time and materials as applicable).

8.2 Invoicing will be monthly in arrears unless otherwise stated in the SOW / Order Form.

8.3 Payment terms are 30 days from the date of invoice unless otherwise stated in the Call-Off Contract.

8.4 The Supplier may charge interest on overdue amounts at 10% above the Bank of England base rate and may recover reasonable recovery costs, to the extent permitted by the Call-Off Contract.

8.5 If sums remain unpaid when due, the Supplier may suspend Services until paid, to the extent permitted by the Call-Off Contract.

8.6 Unless expressly included, travel/subsistence/third-party costs are charged at cost and only incurred with the Customer's prior written approval and in line with the Customer's expense policy (where provided).

9. Personnel, substitution, subcontracting

9.1 The Supplier may use suitably qualified personnel to deliver the Services and remains responsible for their performance.

9.2 The Supplier may subcontract performance of the Services and will remain responsible for subcontractors' acts and omissions.

9.3 If the Customer requests removal/substitution of a team member, it will provide at least 20 Business Days' notice unless for substantiated gross misconduct. The Supplier will use reasonable endeavours to replace with equivalent capability.

10. Intellectual Property Rights



10.1 Each party retains ownership of its Background IP. Each party grants the other a worldwide, royalty-free, perpetual licence to the extent necessary to receive/provide the Services and Deliverables.

10.2 All right, title and interest in Deliverables (excluding Supplier Background IP) vests in the Customer; the Supplier assigns such rights to the Customer as needed.

10.3 Pre-existing materials, methodologies, frameworks and reusable components remain Supplier property; the Customer receives a non-exclusive, non-transferable, perpetual, royalty-free licence for internal business purposes to use them as incorporated in the Deliverables.

10.4 Where the Call-Off Contract includes specific IPR terms, those terms prevail.

11. Confidentiality

11.1 Each party must keep the other's Confidential Information confidential and not disclose it except as permitted under the Call-Off Contract and/or with prior written consent.

11.2 Confidentiality obligations apply to all information exchanged in connection with the Services and Deliverables.

11.3 Supplier staff engaged on the Services are not expected to have knowledge of confidential information of other clients and are not required to disclose any such information.

12. Data protection

12.1 Each party will comply with Data Protection Laws and the data protection requirements set out in the Call-Off Contract.

12.2 Customer data will be handled with care and accessed only by authorised personnel for delivery.

12.3 The Supplier will provide reasonable assistance to support Customer requests necessary to meet statutory obligations within required timescales, to the extent permitted by the Call-Off Contract.

13. Information security and system access

13.1 The Supplier will maintain appropriate information security controls for Supplier-managed devices and services and will provide reasonable evidence on request.

13.2 Where Customer systems/devices are used or Customer controls configuration, the Supplier is not liable for breaches resulting from Customer-controlled vulnerabilities or misconfiguration, except to the extent caused by the Supplier's breach of the Call-Off Contract.

13.3 Customer responsibilities for credential/access management are as set out in clause 6.2.

14. Warranties

14.1 The Supplier warrants it will provide the Services using reasonable skill and care.

14.2 All warranties and undertakings are limited to those set out in the Call-Off Contract. Any implied terms are excluded to the fullest extent permitted by law.

15. Indemnities

15.1 Indemnities (including for IPR, data protection and confidentiality) apply as set out in the Call-Off Contract.

15.2 Any supplemental indemnity arrangements must be consistent with, and are subject to, the Call-Off Contract.

16. Limitation of liability

16.1 The limitation of liability provisions set out in the Call-Off Contract apply to these Supplier Terms and the Services.

17. Termination

17.1 Termination rights under the Call-Off Contract apply.

17.2 On termination/expiry: accrued rights remain, and termination does not affect clauses intended to survive.

18. TUPE (Employment Regulations)

18.1 TUPE provisions are governed by the Call-Off Contract where applicable.



18.2 If the Customer believes employment regulations may apply, it will notify the Supplier in advance so both parties can plan compliance, subject to the Call-Off Contract.

19. Publicity

19.1 The Supplier may not use the Customer's name, logo, or the existence of the engagement in publicity, marketing materials, or case studies without the Customer's prior written consent.

20. Non-solicitation

20.1 The Customer will not solicit the employment of Supplier staff involved in the Services during delivery and for 6 months after completion/termination, except via general recruitment campaigns.

21. Assignment and transfers

21.1 Any assignment or novation by the Customer must comply with the Call-Off Contract and the Customer will notify the Supplier in advance.

21.2 The Supplier may subcontract and remains responsible for delivery in accordance with clause 9.2.

22. Entire agreement, variation, severability

22.1 These Supplier Terms and the documents referred to in them form part of the agreement for the Services under the Call-Off Contract.

22.2 Variations must be in writing and signed by both parties (or agreed through the Call-Off Contract change mechanism).

22.3 If any provision is invalid, the remainder continues in effect.

23. Governing law

23.1 These Supplier Terms are governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts, to the extent not overridden by the Call-Off Contract.

24. Signatures

24.1. The Parties have entered into this Services Agreement as of the latest date of execution by a Party below and each Party warrants to the other that this Services Agreement has been signed by a person with the authority to bind it.

Perform Partners	Buyer
Signature:	Signature:
Name:	Name:
Job Title:	Job Title:
Date:	Date:

