



**Smarter
Technologies**

Terms and Conditions

January 2026

Supplemental Terms and Conditions (G-Cloud)

Services

The Supplier shall provide the services described in the applicable Call-Off Contract using reasonable skill, care and diligence and in accordance with agreed timescales.

The Supplier is responsible for determining how the services are delivered and may use suitably qualified and experienced personnel or substitutes where necessary.

Personnel

The Supplier may substitute personnel with others of equivalent skill and experience. The Supplier remains responsible for the performance of the services at all times.

Nothing in this agreement creates an employment, agency or partnership relationship between the Buyer and the Supplier's personnel.

Charges and Payment

Charges shall be as set out in the applicable Call-Off Contract and pricing documents.

Unless otherwise agreed:

Invoices may be submitted monthly

Payment terms are 30 days from receipt of a valid invoice

All charges are exclusive of VAT

The Supplier may suspend services in the event of non-payment, subject to notice.

Expenses and Third-Party Costs

Expenses and third-party costs (including licences, cloud services or hardware) are chargeable only where agreed in writing as part of the Call-Off Contract.

Non-Solicitation

Neither party shall solicit or engage the other party's personnel involved in the delivery of the services during the contract and for twelve months following termination, except through open recruitment processes.

Security and Clearance

The Supplier shall take reasonable steps to ensure personnel hold appropriate security clearances where required.

Where higher levels of clearance are required and not already held, the Buyer is responsible for sponsorship and clearance transfer in accordance with Cabinet Office guidance.

Confidentiality and Data Protection

Confidentiality and data protection obligations are governed by the G-Cloud Framework Agreement and the Call-Off Contract.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales.

Contact Details:

The Principle Point of Contact is:

Smarter Technologies Trading Ltd

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