

panContext

GCloud-15

Pancontext Limited Terms and Conditions

January 2026

1. GENERAL TERMS

1. These Terms and Conditions apply to the provision of the services detailed in the signed contract ("**Services**") by Pancontext Limited, registered in England and Wales under number 4215527 and with registered address at 4 The Cottages, Deva Centre, Trinity Way, Manchester M3 7BE ("**Supplier**", "**we**" or "**us**") to the person or organisation buying the services ("**Client**", "**Buyer**" or "**you**").

2. SUPPLIER TERMS

The following Terms are specific to Call-Off Agreements entered into under the G-Cloud Framework and are applicable when not specifically overridden by those in the Framework Agreement and/or Call-Off Agreements.

3. CHARGES AND PAYMENT

The Supplier shall certify hours expended against the SFIA rates which will be chargeable to the Client. The Supplier shall also be entitled to invoice the Client for materials and expenses up to the amount specified in the Call-Off Agreement. Unless otherwise specified, where payment is on a time and materials basis, the Supplier may invoice monthly. The Customer agrees to pay the amount due in respect of fees and expenses in connection with the Call-Off Agreement, plus Value Added Tax (VAT) at the prevailing rate at the time of invoice. If any of the Supplier's invoices becomes overdue, the Supplier may immediately suspend provision of the Services upon giving written notice to the Client, and any agreed timescale for delivery of services will be automatically extended. Notice of Termination must be issued in writing to the Supplier with a minimum notice of 10 working days.

4. CONFIDENTIALITY

The terms of this Call-Off Agreement and all information disclosed by the Supplier or other party in connection herewith will not be disclosed to any other party without a separate, signed confidentiality agreement.

5. NON-SOLITICATION OF STAFF

The Client shall not solicit nor endeavour to entice away from the Supplier any employee or associate engaged in the provision of the services to the Customer, either during or up to one year after the term of the Call-Off Agreement, nor permit or procure others to do so, without an explicit and written agreement from the Supplier.

6. SECURITY CLEARANCE

The Supplier will, to the best of our ability, make reasonable endeavours to maintain the security clearance of its staff. However, as an SME we are not authorised to hold security clearance post-assignment nor are we able request or process new security clearances. In such circumstances, we will provide full details of prior security clearance including date of issue, sponsoring organisation and clearing authority details in order to facilitate a quick transfer of clearance. It will be the Client's responsibility to effect a transfer of clearance from the previous department or agency, sponsor and process any new or additional vetting or clearances required and to maintain its validity during the engagement. Furthermore, the Client will be required to provide details of this clearance information to us at the end of this service engagement.

7. Subcontracting and assignment

The Supplier can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms & Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.

The Client must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms & Conditions.