

IT Naturally – Terms and Conditions (G-Cloud 15 Compliant)

Version: v1.0

Date: 2026-01-28

Framework Reference: RM1557.15 (G-Cloud 15)

1. Contract Architecture and Precedence

1.1 These Terms and Conditions are used solely in connection with Call-Off Contracts awarded under RM1557.15 (G-Cloud 15). It forms part of the Call-Off Contract only to the extent it does not conflict with the PSC General Terms, Framework Schedules and Call-Off Schedules referenced in the applicable Order Form.

1.2 Precedence (highest to lowest): (a) Call-Off Order Form (including Special Terms and completed Call-Off Schedules); (b) PSC General Terms; (c) Joint and Framework Schedules; (d) these Terms and Conditions and any Supplier Additional Terms; (e) other referenced documents.

2. Scope of Services (Lot 3 – Cloud Support)

2.1 The Supplier shall provide Cloud Support services as described in the Call-Off Order Form and Service Description, which may include: strategy and migration planning, set-up and configuration, security and assurance testing, optimisation, training and change management, and ongoing support. Services will be delivered using Good Industry Practice and in accordance with Law and the PSC.

3. Service Governance and Reporting

3.1 The Supplier will provide progress reports and attend progress meetings at the frequency specified in the Order Form. Records will be maintained in accordance with the PSC audit and record-keeping requirements.

4. Change Control

4.1 Any change to Deliverables, Charges, or timelines must follow the PSC Variation Procedure. No suspension or withdrawal of Services will occur due to a requested change unless and until varied by agreement.

5. Customer Obligations

5.1 The Customer will provide timely access to premises, information, systems and decision-makers as reasonably required for delivery, and will cooperate with The Supplier and third-party suppliers designated by the Customer. Nothing in this MSA limits any Buyer right under the PSC.

6. Charges and Payment

6.1 Charges and invoicing profiles are as set out in the Call-Off Order Form / Call-Off Schedule 5 (Pricing Details). VAT is payable as applicable.

7. Service Levels and Performance Management

7.1 Service Levels (including KPIs and service credits, if applicable) will be as set out in the Order Form and Call-Off Schedule 14 (Performance Levels). Where performance issues arise, rectification will follow the PSC rectification plan/escalation process.

8. Security and Data Protection

8.1 The Supplier shall comply with the Security Requirements specified in the Call-Off and process all Personal Data strictly in accordance with the PSC and Joint Schedule 10 (Processing Data).

8.2 The Supplier provides and maintains appropriate technical and organisational measures, undergoes Buyer-led or Supplier-led assurance where specified, and ensures staff vetting to the required standard.

8.3 Any Data Processing Particulars will be set out in the Order Form / relevant schedule.

9. Intellectual Property Rights

9.1 IPR ownership and licensing are governed by the IPR Option selected in the Call-Off Order Form. The Supplier will provide any assignments, licences, or assistance required under that option and will indemnify the Buyer against third-party IPR claims as required by the PSC.

10. Supplier Staff and Subcontracting

10.1 The Supplier will ensure appropriately qualified and vetted personnel deliver the Services and will replace any personnel reasonably rejected by the Buyer. Subcontracting will follow PSC consent and supply chain requirements; the Supplier remains responsible for all subcontractors.

11. Business Continuity and Disaster Recovery

11.1 The Supplier will maintain BC/DR arrangements aligned to Call-Off Schedule 8 and will test them at agreed intervals. Where backup/restore is in scope, recovery objectives will be set in the Order Form.

12. Exit Management

12.1 Exit planning, knowledge transfer, asset return, and data handover will be provided as specified in Call-Off Schedule 10. The Supplier will cooperate fully and at no additional cost beyond Charges where termination occurs for Supplier default, as per PSC.

13. Confidentiality and Publicity

13.1 Confidentiality is governed by the PSC. The Supplier will not make any press announcement or publicise the contract without the Buyer's prior written consent.

14. Liability and Insurance

14.1 The Supplier shall maintain insurances in accordance with the PSC Joint Schedule 3 and any additional levels specified in the Order Form.

15. Term and Termination

15.1 Term, termination for convenience, default termination, and consequences of termination are governed by the PSC. The Supplier shall not suspend Services during a dispute.

16. Dispute Resolution

16.1 Disputes shall follow the PSC process: senior-level discussion, CEDR mediation, and, at the Buyer's option, LCIA arbitration. Courts of England and Wales have exclusive jurisdiction unless the Buyer elects arbitration.

17. Force Majeure

17.1 Force Majeure is governed by the PSC. Either party may partially or fully terminate the affected Call-Off after ninety (90) consecutive days of material impact.

18. Assignment and Novation

18.1 Assignment, novation, and transfer by the Authority are permitted as set out in the PSC. The Supplier may not assign without required consent.

19. Notices

19.1 Notices shall be served as set out in the PSC (email permitted where practicable). Contact details will be completed in the Order Form.

20. Entire Agreement and Variations

20.1 These Terms and Conditions are supplementary to the PSC. No change to the Call-Off will be effective unless made via the PSC Variation Procedure.

21. Compliance (Ethics, Tax, Equality, Sustainability)

21.1 Anti-bribery, tax compliance (including IR35), equality and sustainability commitments apply as set out in the PSC and any Order Form specifics.