

Vu Digital

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Vu Digital Terms & Conditions G Cloud 15

1. Definitions

- **“Supplier”** means Vu Online Ltd (t/a Vu Digital).
- **“Customer”** means the buying organisation entering into a Call-Off Contract.
- **“Service”** means the Managed Cloud WordPress Application Support & Development Service.
- **“Hosting Provider”** means the Customer’s chosen cloud hosting platform.
- **“SLA”** means the service levels defined in the Service Definition.
- **“Incident”** means an unplanned interruption, reduction in quality, or failure of the Service.
- **“Change”** means any modification requested by the Customer outside the agreed Service.

2. Scope of Service

Vu Digital provides application management, support, development, optimisation and advisory services for WordPress platforms hosted on a public cloud provider selected by the Customer.

The Service does **not** include the provision of hosting infrastructure, domain management, email systems, or networks.

3. Supplier Responsibilities

The Supplier shall:

1. Deliver the Service in accordance with the Service Definition and agreed Statements of Work.

2. Provide support and incident response according to the SLA.
3. Implement security patches, updates and remediation actions where applicable to the WordPress application.
4. Provide a named Service Manager as the Customer's point of contact.
5. Maintain staff screening to BPSS standards.
6. Keep secure all Customer data accessed during the delivery of the Service.
7. Notify the Customer promptly of any critical security issues affecting the application.

4. Customer Responsibilities

The Customer shall:

1. Provide timely access to environments, DNS, APIs and third-party services.
2. Ensure the Hosting Provider meets their own security, capacity and availability requirements.
3. Maintain responsibility for cloud hosting fees, domain registrations and licences.
4. Provide timely approvals and decisions required for delivery.
5. Ensure only authorised personnel request work or changes.
6. Notify the Supplier promptly of any incidents or suspected security issues.
7. Ensure adequate backups and disaster recovery arrangements are in place with the Hosting Provider.

5. Service Levels

The SLA targets defined in the Service Definition apply.

SLA timers begin once the Supplier has received sufficient information to diagnose or commence work on an Incident.

SLA targets do not apply where the issue is caused by:

- Hosting Provider outages
- Customer infrastructure or networks

- Third-party plugins, themes or services outside the Supplier's control
- Changes made by the Customer or third parties without prior notice

6. Support Exclusions

The following are outside the standard Service unless expressly included within a Statement of Work:

- Hosting infrastructure support
- Operating system or container configuration
- Email services or deliverability issues
- Non-WordPress applications, plugins, or custom code written by third parties
- SEO campaigns, marketing work or ongoing content production
- Major redesign or redevelopment projects

7. Change Control

Any work falling outside the agreed Service or SLA shall be managed through a formal Change Request or Statement of Work.

Changes may affect cost, timelines and deliverables.

8. Intellectual Property

Unless otherwise agreed:

1. The Customer owns IP in their content, branding and data.
2. The Supplier retains IP in tools, libraries, internal processes and reusable components not created exclusively for the Customer.
3. Custom work delivered as part of a Call-Off Contract is licensed to the Customer on a non-exclusive, perpetual basis.

IP ownership or licensing terms required by the Public Sector Contract take precedence.

9. Data Protection

The Supplier acts as a Data Processor where it processes personal data on behalf of the Customer.

Both parties shall comply with applicable data protection legislation (UK GDPR, DPA 2018).

The Supplier does not store Customer data outside the UK unless approved in writing.

10. Security

The Supplier will:

- Maintain BPSS-level personnel security
- Follow secure development practices
- Apply updates and patches to the WordPress application
- Notify the Customer of critical vulnerabilities

The Customer remains responsible for Hosting Provider security, backup policies, access management and platform availability.

11. Dependencies & Third-Party Services

The Supplier is not responsible for:

- Performance or availability of the Hosting Provider
- Third-party API outages
- Plugin or theme defects created by external vendors
- Customer networks, devices or authentication systems

Delays caused by these factors are outside SLA targets.

12. Charges & Payment

Charges are as published in the Supplier's G-Cloud 15 Pricing Document. Support and development work is billed monthly in arrears unless otherwise agreed.

Travel or on-site attendance (if required) will be agreed in advance.

13. Limitation of Liability

Liability is governed by the Public Sector Contract (General Terms).

Nothing in these terms extends or reduces either party's liability beyond what is allowed under the PSC.

The Supplier is not liable for:

- Third-party hosting outages
- Losses arising from unsupported custom code
- Data loss caused by Customer actions or Hosting Provider issues
- Indirect, consequential or economic losses except where required by the PSC

14. Termination Assistance

Upon termination, the Supplier will:

- Return all code and documentation
- Transfer access credentials
- Provide reasonable assistance for service transition
- Remove all Customer data from Supplier systems

Additional transition work may be chargeable.

15. Service Constraints

The Service is delivered remotely by a UK-based team.

On-site work may be arranged by agreement.

16. Warranties

The Supplier warrants that services will be delivered with reasonable skill and care.

The Supplier does not warrant the future performance of third-party plugins, hosting providers or external systems.

17. Accessibility Commitment

The Supplier will provide updates, documentation and communications in accessible formats and will implement updates in line with WCAG 2.2 AA wherever applicable.

18. Confidentiality

Both parties shall keep confidential all information shared during the Contract except where disclosure is required by law, including FOIA obligations applicable to the Customer.

19. Governing Law

These terms are governed by the laws of England and Wales.