

Supplier Terms and Conditions

Service Name: Cloud Data & Analytics Services

Supplier: ClearSky Performance Ltd

Framework: G-Cloud 15

Lot: Lot 3 – Cloud Support

Version: 1.0

Effective Date: 1st January 2026

These Supplier Terms and Conditions ("Supplier Terms") apply to all G-Cloud Services provided by ClearSky Performance Ltd ("Supplier", "we", "us") to Buyers under Call-Off Contracts formed via the G-Cloud Framework Agreement (RM1557.[14/15]) with the Crown Commercial Service ("CCS"). They supplement the Framework Agreement, Call-Off Contract, and Order Form. In the event of conflict, the order of precedence is: (1) Framework Agreement and Call-Off Contract core terms; (2) Order Form; (3) these Supplier Terms.

1. Definitions

- **Buyer:** The public sector organisation entering the Call-Off Contract.
- **Services:** The Quality Assurance Consultancy services described in the Service Definition Document, including QAT Testing and Performance Testing.
- **Call-Off Contract:** The contract formed by the Buyer's Order Form acceptance.
- **Confidential Information:** Information disclosed by one party marked confidential or reasonably considered confidential.

2. Services and Delivery

2.1 We will provide the Services with reasonable skill, care, and in accordance with good industry practice, the Service Definition, and any agreed project plan.

2.2 Services are delivered remotely unless otherwise agreed in writing (on-site incurs additional expenses).

2.3 We may use subcontractors (disclosed in advance where material); we remain fully responsible for their performance.

2.4 Timelines are indicative unless expressly stated as fixed in the Order Form.

2.5 The Customer shall provide timely access to systems, data, documentation, environments, stakeholders, and decision-makers necessary to support delivery.

3. Pricing and Payment

3.1 Prices are as stated in the Pricing Document on the Digital Marketplace (fixed for the framework term, subject to any volume discounts/breakpoints).

3.2 Invoices are issued monthly in arrears (or as per Order Form) and payable within 30 days of receipt via BACS/electronic transfer.

3.3 All prices exclude VAT (added at prevailing rate). Late payments attract interest at 8% above Bank of England base rate.

3.4 No additional charges apply unless pre-agreed in writing (e.g., out-of-scope work, out-of-hours support).

4. Intellectual Property

4.1 Pre-existing IP remains with the owning party.

4.2 Any new IP created in providing the Services (e.g., bespoke test scripts, reports) vests in the Buyer upon full payment (licence to us for internal use only).

4.3 We grant the Buyer a non-exclusive, perpetual, royalty-free licence to use our standard tools/templates for the intended purpose.

4.4 Open-source/third-party components follow their licences.

5. Data Protection and Security

5.1 We act as processor; the Buyer is controller. We process personal data only per the Order Form/Data Processing provisions and UK GDPR.

5.2 Standard DPA (as per CCS template or our equivalent) applies.

5.3 All data hosted/processed in UK-only regions (Azure UK South/UK West, AWS London, etc.) to meet residency requirements.

5.4 Security measures: ISO 27001-aligned, Cyber Essentials Plus, encryption (AES-256 at rest, TLS 1.3+ in transit), RBAC, MFA, regular pen testing.

5.5 Breach notification to Buyer within 24 hours if personal data affected.

6. Liability

6.1 Our total liability under any Call-Off Contract is limited to 150% of charges paid in the preceding 12 months (or £1,000,000 if higher).

6.2 No liability for indirect/consequential loss (e.g., loss of profits, data, business).

6.3 Unlimited liability for death/personal injury, fraud, or wilful misconduct.

6.4 Buyer indemnifies us for losses arising from their provided data/instructions breaching law.

7. Term, Termination, and Exit

7.1 Call-Off Contract term as per Order Form

7.2 Either party may terminate for material breach (30 days' notice to remedy, or immediate for insolvency/breach of law).

7.3 On termination/expiry: We provide exit assistance (reasonable cooperation, data return) at our standard day rate.

7.4 Upon exit, all Buyer data returned in portable formats within 30 days; copies deleted (certification provided). No exit fees.

8. Confidentiality

8.1 Each party protects the other's Confidential Information for 5 years post-termination (or longer for personal data).

8.2 Exceptions: public domain, required by law (e.g., FOIA), or independent development.

9. Insurance

We maintain:

- Professional Indemnity: £2,000,000 per claim/aggregate
- Public Liability: £5,000,000 per claim
- Cyber Liability: £1,000,000 (where applicable) Evidence available on request.

10. Service Levels and Support

10.1 As detailed in the Service Definition

10.2 Credits for SLA breaches calculated as percentage of monthly fee (capped at 100%).

10.3 Support: UK business hours (Mon-Fri 09:00–17:00 GMT); out-of-hours at extra cost.

10.4 Support is provided via email and ticketing in accordance with the published Service Level Agreement. Response targets apply during contracted support hours. Resolution times may vary depending on issue complexity and third-party dependencies

11. Change Control

11. Any changes to scope, deliverables, timelines, or pricing shall be managed through a documented change control process agreed between the parties.

12. General

12.1 Force Majeure: Neither liable for delays beyond reasonable control (excluding payment).

12.2 No waiver unless in writing.

12.3 Governing law: England and Wales; jurisdiction of English courts.

12.4 Entire agreement; supersedes prior discussions.

12.5 Assignment: We may assign to affiliates; Buyer requires consent (not unreasonably withheld).

12.6 Severability: Invalid provisions severed without affecting remainder.

12.7 Compliance: We comply with Modern Slavery Act, Bribery Act, Equality Act, and relevant public sector policies.

These Supplier Terms are fixed for the Framework duration and form part of every Call-Off Contract unless varied by the Order Form (where permitted). For questions, contact gcloud@clearskyperformance.com

ClearSky Performance Ltd, 114 Fairfield Road, Derby DE23 6PH

Company no: 10854251