

Supplier Standard Terms and Conditions Lot 3

ea Consulting Group Ltd (trading as ea Change)

These Supplier Standard Terms and Conditions ("Supplier Terms") apply to consultancy and professional services delivered by ea Consulting Group Ltd (trading as ea Change) under Call-Off Contracts awarded through the G-Cloud 15 Framework (RM1557.15), Lot 3.

1. Service Delivery

- The Supplier will deliver consultancy and professional services in accordance with the Call-Off Specification, agreed deliverables, and delivery plan.
 - The Supplier will provide competent and suitably qualified personnel to perform the services.
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2. Substitution

- The Supplier may substitute personnel with equal or greater skills and experience, subject to Buyer approval, which shall not be unreasonably withheld or delayed.
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3. Payment Terms

- Payment is due **30 days** from the date of a valid invoice, unless otherwise agreed under the Call-Off Contract.
 - Invoices will be submitted monthly in arrears or as otherwise stated in the Call-Off Contract.
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4. Expenses

- Travel and subsistence costs are included within the day rate for work delivered within the M25.
 - Outside of the M25, expenses are recoverable in accordance with the Buyer's travel and subsistence policies, subject to prior agreement where required.
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5. Intellectual Property Rights

- Background IPR remains the property of the originating Party.
 - The Buyer is granted rights to use Deliverables as required for operating, supporting, and further developing the services during and after the Call-Off Contract.
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6. Data Protection & Confidentiality

- The Supplier shall comply with applicable **UK GDPR** and confidentiality requirements set out in the Call-Off Contract.
 - Buyer data will be handled in accordance with Buyer security policies and any Security Requirements defined in the Call-Off Contract.
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7. Termination & Exit

- Upon termination or expiry, the Supplier will provide knowledge transfer and handover of documentation, artefacts, and materials required for continuity of service.
 - Any specified exit support will be provided at the day rates set out in the Call-Off Contract.
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8. Liability

- Liability remains as defined in **Clause 14** of the CCS **RM1557.15 General Terms** and any applicable Framework Special Terms.
 - Nothing in these Supplier Terms increases or alters the Supplier's liability beyond the terms of the Call-Off Contract.
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9. Additional Terms

- These Supplier Terms do not override obligations contained in the **Order Form, General Terms, Joint Schedules, or Call-Off Schedules**.
- In the event of conflict, precedence is as set out in the Order Form.