



GDAK Cyber Solution

G-Cloud 15 Terms and Conditions

Framework reference: RM1557.14



Introduction

1. GDAK, a trading name of G-DAK Cyber Solution Ltd are looking forward to supporting the government and the public-sector with its services for G-Cloud14, specialising in exercising and cyber resilience planning as the adoption of cloud services increases, and changes the risk profile of organisations. We are a SME business with a proven track record for supplying successfully against outcomes-based delivery, fixed price and time and materials (T&M) work packages and call offs. In addition to the terms and conditions set out within the G-Cloud 14 framework, GDAK would like to highlight the following areas for transparency.

Invoicing and Fees

2. All invoices are to be paid by electronic transfer within 30 days of the date of the invoice. Details will be provided on the invoice for payment.
3. Invoices by default will be sent electronically to the email address agreed with the client. The client shall highlight if a hard copy is required within the order form. In this case, invoices will be sent via first class post.
4. Any estimate given by the Supplier of any charge whether for planning or any other purpose is only an estimate and is not contractually binding.
5. For work that is required on behalf of the client that is carried outside of normal working hours which are 0900-1700 Mon – Fri excluding public bank holidays, GDAK reserve the right to charge a premium at the following:
 - I. 50% premium applied to SFIA day rates for additional out of hours work Monday to Friday
 - II. 50% premium applied to SFIA day rates for additional weekend work
 - III. 100% premium for UK Bank Holiday work



Travel & Subsistence

6. GDAK will include travel and subsistence within its price when the agreed workplace is provided for the work package. Any travel that may be required away from the agreed workplace to deliver on agreed objectives shall be charged at HMRC approved rates. Wherever possible, efficient and appropriate to do so, GDAK will use public transport in line with its environmental policy. Mileage will be charged at the current HMRC motor mileage allowance. Rail travel will be standard class except for journeys over 3 hours in duration, first class travel can be used in this instance. If required, accommodation no fewer than 3* shall be used. Subsistence will be charged at the current HMRC scale rate payments. Any other necessary and proportionate T&S incurred expenses will be charged as actuals.

Duty of Care

7. GDAK have a duty of care to its employees and any visitors to its premises, ensuring health and safety at work regulations are followed and highlighted risk mitigated where appropriate. GDAK expect the same duty of care to be extended by its clients to GDAK employees whilst on client premises. GDAK staff will comply with health and safety policies and process when provided.
8. The client shall provide the Supplier appropriate and prompt access to the client's premises when required, they must provide a safe working environment and other facilities as the Supplier may reasonably request to support delivery outcomes. If the client site requires any Personal Protective Equipment (PPE), this shall be provided by the client to GDAK employees to adhere to the health and safety policies of the site.

Client Responsibilities

9. Due to the nature of the services provided by GDAK to its clients, a level of knowledge may be required of the client's policies, processes, and information to allow for the delivery of agreed outcomes within agreed timescales. This may include access to decision makers within the client organisation where appropriate. The client must ensure timely



access to the suitable people and information in support of the contract outcomes.

10. The Supplier will be kept informed of any material developments or proposals in relation to the business or operations where it may have an effect upon the engagement and/or the services.
11. If the client is using or employing third Parties or other Suppliers to provide any required information, support or services, the Client will be responsible for the management and their performance, timeliness and quality of their work.
12. GDAK requests that the Client provides feedback from the service provided to support the Supplier's quality assurance process.

Security

13. Many of GDAK employees hold UK Developed Vetting (DV) clearances, and all its staff that support defence, public sector and government undergo BPSS pre-screening checks. If the client requires GDAK to gain further vetting or clearance not already held, this shall be highlighted at the time of order. It will be the clients' responsibility to initiate, and act as the sponsor for any clearance request. GDAK will respond and action any requests for information in a timely manner to support the security vetting process.

Contact Details

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These terms and conditions exclusively apply to GDAK services within the GCloud-15 framework.