



G-Cloud 15 – Lot 3 Supplier Terms and Conditions

Supplier name: Base3 Solutions Limited

Service name: Secure Cloud Migration, Security, Compliance and Managed Support Services

Lot: Lot 3 – Cloud Support

1. Overview

- 1.1 These terms and conditions supplement the G-Cloud 15 Framework Agreement and Call-Off Contract.
1.2 In the event of conflict, the G-Cloud 15 Call-Off Contract takes precedence.

2. Definitions

The following terms have the meaning given in the G-Cloud 15 Call-Off Contract: “Customer”, “Supplier”, “Services”, “Charges”, “Framework Agreement”, “Call-Off Contract”, “Personal Data”, “Controller”, “Processor”, “Confidential Information”.

Additional definitions used in these terms:

- SLA – Service Level Agreement.
- Change Control – the process agreed for altering scope, deliverables, or costs.

3. Service Scope

The Supplier will provide Cloud Support Services as described in the Supplier’s service description in the Digital Marketplace, which may include:

- Cloud strategy and readiness assessment.
- Migration planning and execution.
- Security and compliance advisory.
- Training and knowledge transfer.
- Troubleshooting and optimisation services.
- Exit and transition support.

4. Service Delivery Arrangements

- Delivery method: Remote, on-site, or hybrid, as agreed per Call-Off.
- Hours of service: [E.g. 09:00–17:00 UK time, Monday–Friday excluding public holidays].
- Customer responsibilities: provide necessary access to systems, resources, and decision-makers to allow delivery.

5. Charges and Payment

- Charges are as published in the Digital Marketplace and fixed for the Call-Off Contract period unless varied through Change Control.
- The Supplier shall invoice in line with agreed milestones or monthly in arrears, payable within 30 calendar days from invoice receipt.
- Expenses are only payable if explicitly agreed in the Call-Off Contract.

6. Ordering Procedure

- Orders must be raised in accordance with the G-Cloud 15 Call-Off Contract ordering process. The agreed Order Form will set out:
 - Statement of Requirements.
 - Delivery timescales.
 - Charges.
 - Any agreed variations.
- Future renewals have to be agreed and plans should be in place at least 8 months prior to the end of the contract

7. Service Level Agreement (SLA)

Severity and Impact

The response time will vary depending on the severity and impact level assigned when initially reporting the incident. If submitting an issue via the Customer Support Portal, you will be able to assign a severity and impact to the issue yourself, which may then be altered by a Support Technician later.

The severity is measured at three levels, Low, Medium, and High.

Example:

Low severity – The issue only affects one person or a small subgroup of personnel.

Medium severity – The issue affects a whole department or a large group of personnel.

High severity – The issue affects all users.

The impact is also measured at three identical levels.

Example:

Low Impact – There is an easy and effective workaround for the issue available, and the issue is more of a nuisance.

Medium Impact – Efficiency has been degraded, but there is a reasonable workaround available, or other team members are unimpeded.

High Impact – One of more complete business processes is stopped, and no workaround is available.

The issue is then assigned a priority by comparing the severity and impact against the priority table below.

	<i>High Severity</i>	<i>Medium Severity</i>	<i>Low Severity</i>
<i>High Impact</i>	Priority 1	Priority 2	Priority 2
<i>Medium Impact</i>	Priority 2	Priority 2	Priority 3
<i>Low Impact</i>	Priority 3	Priority 3	Priority 3

Note: If at any time the customer feels that the assigned priority does not accurately reflect the problem, then the customer may request a change in the priority. After consultation, the Base3 Technical Support Representative reserves the right to assign the priority level considered most accurate.

Priority	Target Response	Target Resolution	Measurement
P1 – Critical	2 hours	48 hours	From ticket logged time during agreed support hours
P2 – High	4 hours	96 hours	From ticket logged time during agreed support hours
P3 – Standard	8 hours	192 hours	From ticket logged time during agreed support hours

8. Changes to Services

Any changes must be agreed using the Call-Off Contract's Change Control procedures.

9. Termination

Termination is in line with the Call-Off Contract, including:

- Termination for convenience with written notice (period as agreed in Call-Off).
- Immediate termination for material breach.
On termination, the Supplier will provide appropriate exit assistance to ensure an orderly transition.
- The Buyer may terminate the Call-Off Contract, in whole or in part, for any reason and without fault within the first thirty days

10. Intellectual Property Rights (IPR)

- Pre-existing IPR remains with the originating party.
- New IPR created under the Services will be licensed to the Customer on a perpetual, royalty-free basis for internal use.

11. Confidentiality

Both parties must protect confidential information in accordance with Clause 18 of the G-Cloud 15 Call-Off Contract.

12. Data Protection

The Supplier will:

- Comply fully with UK GDPR and Data Protection Act 2018.
- Where acting as a Processor, follow the Customer's documented instructions.
- Maintain appropriate technical and organisational security to protect Personal Data.

13. Security Requirements

- Comply with relevant NCSC and CCS security guidance.
- Maintain Cyber Essentials / Cyber Essentials Plus certification during contract term.
- Report suspected or confirmed information security incidents to the Customer promptly.

14. Liability

Liability limits and exclusions are as stated in Clause 20 of the G-Cloud 15 Call-Off Contract, unless otherwise agreed in the Order Form.

15. Governing Law and Jurisdiction

The applicable law and jurisdiction are as set out in the Call-Off Contract (usually England and Wales).

16. Compliance with Standards

The Supplier will deliver Services in accordance with industry best practice and applicable standards, such as:

- ITIL framework for service management.
 - ISO/IEC 27001 for information security management.
 - Any additional standards specified in the Call-Off Contract.
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17. Entire Agreement

These terms, together with the G-Cloud 15 Call-Off Contract, constitute the entire agreement between the parties for the Services described. No other terms apply unless agreed in writing in accordance with the Call-Off Contract Change Control procedure.