

Standard Service Terms and Conditions for G-Cloud Services

1. Definitions

In these Terms:

Buyer means the public sector organisation entering into a Call-Off Contract.

Supplier means Nine Tracks Limited.

Services means the cloud services described in the Service Definition.

Call-Off Contract means the contract formed under the G-Cloud Framework.

Framework means G-Cloud 15 (RM1557.15).

These Terms form part of the Call-Off Contract and are subject to the G-Cloud Framework Agreement and Call-Off Contract Terms issued by Crown Commercial Service.

If there is any conflict, the Call-Off Contract Terms take precedence.

2. Scope of Services

The Supplier shall provide the Services described in the Service Definition and in accordance with the agreed Order Form.

Any additional services outside the agreed scope shall be managed through a written Change Control process.

3. Service Standards

The Supplier shall:

- Deliver the Services with reasonable skill and care
 - Use appropriately qualified and experienced personnel
 - Comply with all applicable laws, regulations, and public sector policies
 - Follow good industry practice for Microsoft Dynamics 365 and Power Platform services
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4. Supplier Responsibilities

The Supplier will:

- Provide the resources necessary to deliver the Services
 - Maintain appropriate insurances as required by the Framework
 - Comply with Buyer security, governance, and access requirements
 - Maintain confidentiality of Buyer information and data
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5. Buyer Responsibilities**The Buyer will:**

- Provide timely access to systems, users, and relevant information
- Provide a named contact for decision making and approvals
- Ensure Microsoft licences and environments are available where required
- Review and approve deliverables within agreed timescales

Delays caused by the Buyer may reasonably impact delivery timelines.

6. Charges and Payment

Charges are as set out in the G-Cloud pricing document.

All work is charged on a time and materials basis unless otherwise agreed in the Order Form.

Invoices are raised monthly in arrears and are payable in accordance with the Call-Off Contract.

7. Change Control

Changes to scope, timeline, or deliverables must be agreed in writing by both parties.

Where changes impact effort or cost, a formal Change Request will be raised and agreed before work proceeds.

8. Confidentiality and Data Protection

The Supplier shall:

- Treat all Buyer information as confidential
 - Comply with UK GDPR and the Data Protection Act 2018
 - Only process personal data as instructed by the Buyer and in accordance with the Call-Off Contract
 - Not transfer data outside the UK without Buyer consent
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9. Security

The Supplier operates in line with:

- Cyber Essentials
- IASME governance standards
- ISO 27001 aligned policies and controls

Access to Buyer systems is controlled, restricted, and logged.

10. Intellectual Property

Intellectual property rights shall be as set out in the G-Cloud Call-Off Contract.

The Supplier retains ownership of its pre-existing materials, methods, templates, and know-how used in delivering the Services.

The Buyer is granted the rights to use any such materials as required to receive the benefit of the Services.

11. Warranties

The Supplier warrants that:

- Services will be delivered with reasonable skill and care
 - Personnel are suitably skilled and experienced
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- Services will materially conform to the Service Definition
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12. Liability

Liability is governed by the G-Cloud Call-Off Contract Terms.

Nothing in these Terms limits or excludes liability beyond what is permitted under the Framework.

13. Termination

Termination rights are as defined in the Call-Off Contract.

Upon termination or expiry, the Supplier will provide reasonable assistance to support transition or exit.

14. Exit Assistance

On termination or expiry, the Supplier shall provide reasonable cooperation to support transition to another supplier or to the Buyer's internal team.

This assistance will be charged at standard G-Cloud rates unless otherwise agreed.

15. Governing Law

Governing law and jurisdiction shall be as set out in the G-Cloud Call-Off Contract.

Signatories

For and on behalf of {{iAccountName}}

Signed:

Name:

Title:

Email:

Date: