

TERMS AND CONIDITIONS

G-CLOUD SERVICES

DOCUMENT CONTROL

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Definitions and Interpretation

In these Terms and Conditions:

- “Collabify” means Collabify Ltd.
- “Buyer” means any public sector organisation placing a Call-Off Contract under the G-Cloud Framework.
- “Framework” means the G-Cloud 15 Framework Agreement (RM1557.15).
- “Call-Off Contract” means a contract formed between Collabify and a Buyer under the Framework.
- “Services” means the cloud support services provided by Collabify under a Call-Off Contract.

Capitalised terms not defined here have the meanings given in the Framework.

Order of Precedence

These Terms apply to all Services provided by Collabify under the Framework.

Where there is any conflict between:

- these Terms and Conditions,
- the Framework Agreement, or
- a Call-Off Contract (including the Order Form and Call-Off Schedules),

the Framework Agreement and Call-Off Contract shall take precedence.

Scope of Services

Collabify provides cloud support services including, but not limited to:

- Agile delivery and programme management
- DevOps and DevSecOps enablement
- Coaching, training and capability development
- Cloud discovery, planning and assurance services

The specific Services to be provided will be defined in the applicable Call-Off Contract.

Supplier Obligations

Collabify shall:

- Perform the Services with reasonable skill and care
- Use suitably qualified and experienced personnel
- Comply with all applicable laws and regulations
- Deliver Services in accordance with the Call-Off Contract
- Cooperate with the Buyer and other suppliers as required

Buyer Obligations

The Buyer shall:

- Provide timely access to relevant information, systems and personnel
- Make decisions and approvals within reasonable timescales
- Remain responsible for cloud platforms, infrastructure, licences and subscriptions
- Pay charges in accordance with the Call-Off Contract

Delivery and Acceptance

Delivery arrangements, milestones and acceptance criteria (where applicable) will be agreed in the Call-Off Contract.

Unless otherwise agreed, Services provided on a time and materials basis are deemed accepted when delivered.

Change Control

Any changes to scope, delivery approach or pricing must be agreed in writing by both parties in accordance with the change control provisions set out in the Call-Off Contract.

Charges and Invoicing

Charges for Services are as set out in the Call-Off Contract.

Invoices will be submitted in accordance with the Buyer's invoicing requirements and the Framework terms. Payment terms are governed by the Framework Agreement and the Call-Off Contract.

Intellectual Property Rights

Intellectual Property Rights are governed by the Framework Agreement and applicable Call-Off Schedules.

Unless otherwise agreed, Collabify retains ownership of its Background Intellectual Property Rights and grants the Buyer a licence to use Deliverables as defined in the Call-Off Contract.

Confidentiality

Each party shall keep confidential any information received from the other party that is marked as confidential or is reasonably understood to be confidential.

Confidentiality obligations do not apply where disclosure is required by law or permitted under the Framework Agreement.

Data Protection

Collabify shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

Data processing arrangements, where applicable, are governed by the Call-Off Contract and relevant Call-Off Schedules.

Security

Collabify applies appropriate technical and organisational measures to protect information accessed in connection with the Services.

Specific security requirements, including clearance levels and certifications, will be agreed in the Call-Off Contract.

Liability

Liability is governed by the Framework Agreement and applicable Call-Off Schedules.

Nothing in these Terms limits or excludes liability that cannot be limited or excluded by law.

Termination

Termination rights are as set out in the Framework Agreement and the Call-Off Contract.

On termination, Collabify shall provide reasonable assistance to support service transition in accordance with agreed exit provisions.

Force Majeure

Neither party shall be liable for delay or failure to perform caused by events beyond its reasonable control, as defined in the Framework Agreement.

Subcontracting

Collabify may use subcontractors in accordance with the Framework Agreement and Call-Off Contract but remains responsible for delivery of the Services.

Assignment

Assignment or novation of a Call-Off Contract is subject to the provisions of the Framework Agreement.

Governing Law and Jurisdiction

These Terms and Conditions and any dispute arising in connection with them are governed by the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales, unless otherwise specified in the Call-Off Contract.