

T5 Digital Consulting Ltd

G-Cloud Service Terms

1. Parties

These Service Terms ("**Service Terms**") apply between **T5 Digital Consulting Ltd** (company number **12751980**), whose registered office is at **10–12 East Parade, Leeds, England, LS1 2BH** ("**T5 Digital**"), and the organisation purchasing Services ("**Buyer**").

2. Relationship to the G-Cloud Framework

2.1 These Service Terms apply to Services purchased by the Buyer under the G-Cloud Framework via a Call-Off Contract.

2.2 These Service Terms supplement the Crown Commercial Service G-Cloud Call-Off Terms ("**Call-Off Terms**"). In the event of any conflict or inconsistency, the Call-Off Terms shall take precedence.

2.3 Any capitalised terms used but not defined in these Service Terms have the meanings given in the Call-Off Terms.

3. Scope of Services

3.1 T5 Digital shall provide the services ("**Services**") as described in the relevant Service Definition and Order Form agreed under the Call-Off Contract.

3.2 The Services are typically provided on a time and materials, advisory, delivery, or managed services basis, as specified in the Service Definition.

3.3 T5 Digital does not warrant or guarantee any specific business outcomes unless expressly stated in the Call-Off Contract.

4. Charges and Payment

4.1 Charges for the Services shall be as set out in the applicable Pricing Document and Order Form.

4.2 T5 Digital shall invoice the Buyer in accordance with the Order Form. Payment terms are governed by the Call-Off Terms.

4.3 T5 Digital may charge interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

5. Buyer Responsibilities

5.1 The Buyer shall:

- provide timely access to relevant information, systems, and personnel;
- make decisions and approvals promptly where required;
- remain responsible for prioritisation, operational decisions, and business outcomes.

5.2 Where delays or additional costs arise due to the Buyer's failure to meet its responsibilities, T5 Digital shall not be liable for any resulting failure to meet delivery timelines and may recover reasonable additional costs.

6. Supplier Warranty

6.1 T5 Digital warrants that the Services will be performed with reasonable skill and care, in accordance with generally accepted industry standards.

6.2 Except as expressly stated, no other warranties, conditions, or guarantees apply.

7. Intellectual Property

7.1 Each Party retains ownership of its pre-existing intellectual property rights.

7.2 Intellectual property rights arising from the provision of the Services shall be treated in accordance with the Call-Off Terms.

7.3 The Buyer is granted any licences necessary to receive and use the Services in accordance with the Call-Off Contract.

8. Confidentiality and Data Protection

8.1 Each Party shall comply with its confidentiality obligations under the Call-Off Terms.

8.2 Where the Services involve the processing of personal data, the Parties shall comply with applicable data protection legislation, including UK GDPR, in accordance with the Call-Off Terms and any applicable data processing agreement.

9. Liability

9.1 Liability between the Parties is governed exclusively by the Call-Off Terms.

10. Term and Termination

10.1 The Services shall commence and continue for the period specified in the Order Form unless terminated earlier in accordance with the Call-Off Terms.

10.2 Termination rights are governed by the Call-Off Terms.

11. Independent Contractor Status

11.1 T5 Digital provides the Services as an independent contractor.

11.2 Nothing in these Service Terms or the Call-Off Contract creates a partnership, joint venture, agency, or employment relationship between the Parties.

12. Assignment and Subcontracting

12.1 T5 Digital may subcontract the performance of all or part of the Services, without relieving itself of responsibility for delivery in accordance with the Call-Off Contract.

12.2 Assignment and novation are governed by the Call-Off Terms.

13. General

13.1 If any provision of these Service Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.2 These Service Terms are governed by the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.