Terms and Conditions – G-Cloud Services

1. Parties

These Terms and Conditions apply between **Cloudata Ltd** (the *Supplier*) and the purchasing public sector organisation (the *Customer*) for services purchased via the G-Cloud framework.

---

2. Scope of Services

The Supplier shall provide professional services as described in the applicable Service Description and Service Definition published on the Digital Marketplace. Services are provided on a **time and materials** basis unless otherwise agreed in writing.

The Supplier does **not** provide software, licences, hosting, infrastructure, or managed operational services unless explicitly stated in the Service Description.

---

3. Ordering and Contract Formation

A contract is formed when the Customer places an order via the Digital Marketplace and the Supplier accepts the order in writing. Each order shall incorporate these Terms and Conditions, the relevant Service Definition, the published pricing document, and any order-specific details agreed between the parties.

---

4. Supplier Responsibilities

The Supplier shall:

- Provide the services with reasonable skill and care
- Deliver services in accordance with the agreed scope and timelines
- Ensure personnel engaged meet **Baseline Personnel Security Standard (BPSS)** requirements
- Comply with applicable laws and regulations, including data protection legislation

---

5. Customer Responsibilities and Assumptions

The Customer shall:

- Provide timely access to relevant personnel, information and systems
- Appoint third-party software suppliers directly where required
- Retain responsibility for decisions relating to system configuration and live operation
- Ensure the availability of appropriate client-side governance, decision-making and programme support functions to enable effective delivery of the services

Where client-side governance or programme support capacity is limited or not in place, additional supplier support may be required. Any resulting changes to scope, resources or charges will be discussed and agreed with the Customer in advance.

---

6. Use of Third-Party Suppliers

The service is delivered by the supplier acting as the prime contractor. Delivery is provided on a time and materials basis and is scoped per engagement.

Services may be delivered:

- Onsite, remote, or using a hybrid approach
- During agreed working hours

Where required, delivery may be supported by trusted associate contractors engaged under the supplier's direction and accountability. The supplier remains responsible for overall service quality, governance and delivery assurance.

Cloudata LTD's role focuses on implementation management, coordination and assurance activities, including oversight of vendor-led configuration, deployment and transition to live activities, rather than direct execution of system changes unless contractually agreed.

N:B any software is provided by **third-party software suppliers appointed by the Customer** under separate contractual arrangements. The Supplier acts independently of such suppliers and is **not responsible** for the performance, availability or support of third-party software or services.

---

7. Charges and Payment

Charges are based on the **day rates published on the Digital Marketplace pricing document**. All charges are **exclusive of Value Added Tax (VAT)**, which shall be payable by the Customer at the prevailing rate where applicable.

Invoices shall be issued monthly in arrears unless otherwise agreed. Payment terms are **30 days** from the date of invoice.

---

8. Data Protection and Confidentiality

Each party shall comply with its obligations under **UK GDPR** and applicable data protection legislation.

The Supplier shall treat all Customer information as confidential and shall not disclose such information except as required to deliver the services or as required by law.

The Supplier does **not** store or process patient-identifiable data unless explicitly agreed in writing as part of an engagement.

---

9. Intellectual Property

Pre-existing intellectual property remains the property of the originating party. Subject to payment of all charges, the Customer is granted a **perpetual, royalty-free licence** to use any deliverables created specifically for the Customer as part of the services for internal business purposes.

---

10. Liability

Each party's liability is limited in accordance with the **G-Cloud framework terms**. The Supplier shall not be liable for indirect or consequential losses, or for failures caused by third-party suppliers or Customer actions.

---

11. Termination

Either party may terminate an engagement by giving written notice in accordance with the order terms. Upon termination, the Customer shall pay for services delivered up to the termination date.

---

12. Exit Management

On termination or expiry, the Supplier shall provide reasonable assistance to support an orderly transition, including knowledge transfer and handover documentation, subject to the agreed scope and charges.

---

13. Governing Law

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

Document version: 1.0
Last updated: January 2026