

# Terms and Conditions

## Cloud Support Services

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## **1. Introduction**

These Terms and Conditions govern the provision of Cloud Support services by BIS Consult (the Supplier) to public sector customers (the Customer) under the G-Cloud framework. These terms apply unless varied or superseded by an agreed call-off contract. Where a call-off contract is in place, its terms shall take precedence.

## **2. Scope of Services**

Services will be provided as described in the applicable Service Definition and as agreed at call-off. Services may include consultancy, advisory support, design, configuration, data management, integration, analytics and related delivery activities. The Supplier does not provide managed cloud hosting, infrastructure operations, or continuous operational support unless expressly agreed in writing.

## **3. Service Delivery**

Services will be delivered using reasonable skill and care, in accordance with generally accepted industry standards. Delivery is primarily remote, with on-site support provided where agreed at call-off. Services are normally delivered during standard business hours (9am–5pm UK time, Monday to Friday), excluding public holidays, unless otherwise agreed. The Supplier will work collaboratively with the Customer to agree priorities, milestones and deliverables appropriate to the engagement.

## **4. Customer Responsibilities**

The Customer will provide timely access to relevant personnel, systems, data and information reasonably required to deliver the services. The Customer is responsible for ensuring that all information and materials provided are accurate, lawful and suitable for their intended purpose. The Customer will make decisions, approvals and feedback available promptly and will nominate appropriate points of contact to support effective delivery.

## **5. Charges and Payment**

Charges will be agreed at call-off and may be based on time and materials, fixed price, or phased delivery. Invoices will be issued in accordance with the call-off agreement and, unless otherwise agreed, are payable within 30 days of receipt. Expenses will only be charged where expressly agreed in advance.

## **6. Change Control**

Any changes to agreed scope, deliverables, timelines or assumptions will be discussed and agreed in writing prior to implementation. Where changes materially affect delivery effort, fees or timescales, these impacts will be documented and agreed before work proceeds. This change control approach is intended to support transparency, cost control and effective management of delivery risk.

## **7. Intellectual Property**

Unless expressly agreed otherwise, all intellectual property rights, including all pre-existing intellectual property and any intellectual property created or developed by the Supplier in the course of providing the services, shall remain the property of the Supplier. This includes, without limitation, methodologies, tools, models, frameworks, software, configurations, data structures and know-how.

The Customer is granted a non-exclusive, non-transferable, royalty-free licence to use the deliverables produced under the services solely for the Customer's internal business purposes. The Supplier retains the unrestricted right to use, develop and exploit its intellectual property, including any generic ideas, skills, experience or techniques acquired during the provision of the services.

## **8. Confidentiality**

Each party shall keep confidential any information disclosed by the other party that is marked or reasonably understood to be confidential. Confidential information shall not be disclosed to third parties except as required by law or with the prior written consent of the other party. This obligation shall survive termination of the services.

## **9. Data Protection**

Each party shall comply with applicable data protection legislation, including UK GDPR. Where personal data is processed as part of the services, the parties shall enter into appropriate data processing arrangements as required by law.

## **10. Information Security**

The Supplier shall implement appropriate technical and organisational measures to protect Customer data against unauthorised access, loss or disclosure. Access to systems and data will be restricted to authorised personnel on a least-privilege basis and reviewed periodically.

## **11. Liability**

Each party's liability shall be limited in accordance with the applicable call-off contract. Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law. Subject to the call-off agreement, neither party shall be liable for indirect or consequential losses, including loss of profit, loss of business or loss of data.

## **12. Termination**

Either party may terminate the services in accordance with the call-off contract. Upon termination, the Supplier shall provide reasonable assistance to support an orderly transition, subject to payment of any outstanding fees and agreed transition costs.