
Terms and Conditions

G-Cloud - 15

DECEMBER 2025

CCB Consultancy Ltd

Terms and Conditions for G-Cloud Services

1 Introduction

- 1.1 These Terms and Conditions for G-Cloud Services (referred to throughout these terms and conditions as these Terms) apply to our provision of services to you. The scope of the services we will provide is described in the completed Order Form.
- 1.2 In addition to these Terms, the terms contained in the Framework Agreement, the completed Order Form and the Call-Off Contract will apply to our provision of services to you and, together with these Terms, form the contract between us.
- 1.3 Where capitalised words are used in these Terms but not defined, those words mean as defined in either the Framework Agreement, the completed Order Form and/or the Call-Off Contract.
- 1.4 Where we say you, yourself or your in these Terms we refer to the Buyer identified in the completed Order Form and where we say the Supplier, we, us or our we mean **CCB Consultancy Limited**, a company limited by shares, incorporated and registered in England and Wales with company number 10750482 whose registered office is at Tim O'Brien Accountants The Green, Datchet, Slough, Berkshire, England, SL3 9AS. The contract is between you and the Supplier and not with an individual partner, employee or agent of the Supplier.

2 Our service to you

- 2.1 We shall provide the services to you with reasonable skill and care. The scope of services does not include, unless specifically agreed in writing with you:
 - 2.1.1 advice on financial and taxation matters (e.g. the financial merits of entering into any contract, accounting issues, financial calculations, formulae and modelling, or the financial standing of a party to a transaction);
 - 2.1.2 legal advice; and
 - 2.1.3 checking that the information given to us by you in the context of the matter is accurate and up to date.
- 2.2 Other than as specified in clause 7 of these Terms, nothing in the contract confers any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

3 Our fees and costs

- 3.1 We will provide you with details of and any additional terms relating to our fees in the completed Order Form.
- 3.2 In consideration of our provision of the services, you shall pay our charges when they become due, without any right of set-off.
- 3.3 You remain responsible for paying our charges whether or not you expect that another person may be paying our invoices (e.g. an insurer).
- 3.4 Unless we agree otherwise, we shall bill you in respect of our services on a monthly basis. Our bills become due for payment immediately after you receive them.
- 3.5 We may charge you interest on our unpaid charges from the date when they become due. Interest will be calculated at the annual rate of 4% above Bank of England base rate.
- 3.6 If any material amount is unpaid 28 days after the date on which the bill is received by you we may, having given reasonable notice to you in writing after expiry of the 28 day period, take any or all of the following steps:
 - 3.6.1 suspend work on the matter and inform you we have done so;

3.6.2 cease to act entirely on the matter; and/or

3.6.3 retain custody of your files and funds until your bill is paid in full.

For these purposes, 'material amount' shall mean any sum in excess of £5,000 and 'reasonable notice' shall mean 28 days.

3.7 Our charges may comprise our fees, other outlay and expenses, as well as any applicable tax thereon.

3.8 Our other outlay and expenses may include expenses we incur on your behalf in connection with the provision of the services.

3.9 Where we incur on your behalf an expense in a foreign currency, at the time of billing we may charge you for any loss arising as a result of a change in the applicable exchange rate.

3.10 Unless the contrary is expressly stated, our charges, fees, expenses and outlay are quoted exclusive of any applicable tax thereon.

3.11 We are entitled to retain any of your money, documents or property that have come properly into our possession whilst our charges remain unpaid.

3.12 If you instruct us to engage other service providers on your behalf, we do so acting as your agent and you will be responsible for their fees in addition to our own. Other advisers / service providers may address their invoices to us and we include their fees as disbursements in our invoices to you. This approach is for convenience only and you remain responsible for such fees. We reserve the right to instruct any other advisers/service provider to address their invoices to you.

3.13 If you ask us to send funds to you or for you via telegraphic transfer we will charge a fee of up to £25. This will cover our administration fee for arranging the transfer. In addition there will be a fee charged by the bank. As bank fees vary the actual bank cost is available from us on request after the transfer has been made.

3.14 We may need to issue supplemental invoices after your matter has completed if disbursements and expenses are notified to us after completion.

3.15 If you have any queries about a bill, please contact the person who sent it as soon as you receive it.

4 Cooling off

4.1 If we have not met you in person, or the contract for services is entered into away from our business premises, the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 may apply. This means you may have the right to cancel your instructions to us within 14 days of our initial communication with you, without giving any reason. To exercise your right to cancel, you must make a clear statement (letter, fax, or email) setting out your decision to cancel. To meet the cancellation deadline, it is sufficient for you to send the communication before the cancellation period has expired. This will end the obligations of both you and us under the contract.

4.2 You may require us to begin work on your matter during the 14 day cancellation period. Please let us know immediately if you wish to waive the 14 day cancellation period. If you expressly request we begin work on your matter during the cancellation period, we reserve the right to ask you to pay an amount proportionate to what service has been carried out prior to you communicating any cancellation. If you have made a payment on account you will only receive a refund for that part of our services not provided. If you decide to cancel before the end of the cancellation period, and we have not started to provide our services, you will receive a full refund of any fees paid. You will not have the right to cancel the contract if you request we start work within the cancellation period and we have completed those services.

5 Termination

- 5.1 You can terminate your contract with us at any time during the provision of the services by giving us written notice. We can keep all your papers and documents while there is still money owed to us for fees and expenses.
- 5.2 We can terminate the contract between us where we feel that the relationship has broken down; or where you have not paid us on time or are not providing us with the instructions needed to carry out your work. We will give you reasonable notice of this. When our engagement ends we will have no further or ongoing responsibilities in relation to the matter. You must pay our fees for work done and expenses incurred up to the date our engagement ends.
- 5.3 We are not responsible for reminding you about important dates and/or any deadlines after the contract has come to an end.

6 Confidentiality

- 6.1 We will keep your affairs confidential from our other clients and anyone externally unless you specifically ask us to disclose the information to them, or we need to do so in order to deal with your matter. You understand that we will not disclose any information to you about other clients.

In any event, you agree to us releasing confidential information as required to:

- 6.1.1 our insurers;
 - 6.1.2 our legal advisers;
 - 6.1.3 the tax authorities; and
 - 6.1.4 any regulatory authorities.
- 6.2 We may tell other clients or prospective clients about the services we provide. If we wish to rely on any work that we have undertaken for you to promote our services, we will ask your permission save where details of your matter subsequently enter the public domain in which circumstance you agree that we may publicise our involvement as well as any related information which has entered the public domain.
- 6.3 We cannot absolutely guarantee the security of information communicated by email or mobile phone.
- 6.4 Unless we hear from you to the contrary, email will be our default method of communication.
- 6.5 We take all reasonable steps to safeguard emails and ensure they remain secure but if you would rather we do not correspond with you in this manner do let us know.
- 6.6 If there are physical or email addresses that you do not want us to use to contact you, please ensure that we are informed in writing.

7 Our liability to you

- 7.1 In relation to any work we do, or services we provide to you, under these Terms, your relationship with us is solely and exclusively with the Supplier.
- 7.2 We have a duty to carry out your work to a reasonable level of skill and care. The duty to carry out work for you rests solely with the Supplier and not with any individuals involved in acting for you, who do so only as representatives of the Supplier. None of our employees, staff or affiliated entities will be personally liable to you for providing services under these Terms or for any loss or damage arising out of it, howsoever arising, and you waive any such claim. All our members, employees, staff and affiliated entities shall have the benefit of this

clause such that they have the right to enforce this clause on their own behalf.

- 7.3 We are not responsible for any failure to deliver any services which fall outside the scope and limitations set out in these Terms and/or the completed Order Form.
- 7.4 We will not be liable if any loss is due to the provision of false, misleading or incomplete information or documents (save where we should reasonably have discovered the false, misleading or incomplete information or documents) or due to the acts or omissions of any person other than the Supplier.
- 7.5 We do not owe, nor do we accept, any duty to any person other than you and we do not accept any liability or responsibility for any consequences arising from reliance upon our services by any person other than you. You agree to indemnify us against any liabilities, losses, damages, costs or expenses we incur arising out of any claims brought against us by third parties arising out of or in connection with our work for you.
- 7.6 Where we act for more than one buyer during the provision of services, then our liability cap shall be equally apportioned among all such buyers and each of you agrees that such apportionment is reasonable.
- 7.7 Our maximum aggregate liability to you (or any other party we have agreed may benefit from and rely on our services) in this matter shall be limited to the amount specified in the completed Order Form or, if no amount is specified, to £1 million including interest and costs.
- 7.8 You agree that we will not be liable for any losses:
- 7.8.1 not arising directly from our breach of contract or breach of duty to you (whether in tort or otherwise);
 - 7.8.2 of revenue;
 - 7.8.3 of profit;
 - 7.8.4 of contracts;
 - 7.8.5 of data or corruption to data;
 - 7.8.6 of anticipated savings;
 - 7.8.7 of business opportunity; or
 - 7.8.8 of goodwill or damage to reputation, even where the above might have been foreseeable at the start of the matter.
- 7.9 Where you have suffered any loss or damage as a result of any fault or breach of duty on our part in the course of providing the services, then our liability to you shall be limited to a just and equitable proportion of the total loss or damage you have suffered, having regard to the extent of your responsibility for that loss or damage, and that of any other person who is also liable to you in respect of any part of that loss or damage. Our liability cap applies after the operation of this clause.
- 7.10 Nothing in this contract shall exclude or restrict our liability to any person for death or personal injury, fraud, wilful misconduct or dishonesty.
- 7.11 Any claim for breach of contract, breach of duty or act of negligence or otherwise whatsoever arising out of or in connection with this engagement shall be brought against us within six years of the act or omission alleged to have caused the loss in question.

8 Intellectual property rights

- 8.1 All Intellectual Property Rights and all other rights in the materials and the services delivered by the Supplier shall be owned by the Supplier. The Supplier hereby licenses all such rights to the Buyer free of charge and on a non-exclusive, worldwide basis to such extent as is

necessary to enable the Buyer to make reasonable use of the services as is envisaged by the parties. If the Supplier terminates these Terms under clause 5, this licence will automatically terminate.

- 8.2 In this clause 8, the term “**Intellectual Property Rights**” means all patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

9 Storage of documents

- 9.1 We may store documents electronically on our IT system. We take reasonable steps to ensure that the system is secure and that our overriding duty of confidentiality to you is observed. We may destroy your original paper document and scan it onto our system instead.

10 Law and jurisdiction

- 10.1 These Terms and the contract shall be subject to and governed by the law of England and Wales. Any dispute arising from or under these Terms shall be subject to the exclusive jurisdiction of the courts in England and Wales.