



TERMS AND CONDITIONS

ARX TECH LTD

G-Cloud 15 – Supplier Terms and Conditions

1. Contractual Precedence and Framework Alignment

1.1 These Terms and Conditions apply to services provided by ARX Tech Ltd (“Supplier”) to a contracting authority (“Buyer”) **under the Crown Commercial Service G-Cloud framework.**

1.2 The Services are governed by the **G-Cloud Call-Off Contract** published by Crown Commercial Service, together with the Order Form and the relevant Service Definition.

1.3 **These Terms and Conditions are supplementary only** and do not replace, amend, or override the G-Cloud Call-Off Contract.

1.4 In the event of any conflict or inconsistency, the following order of precedence applies:

- G-Cloud Call-Off Contract
- Order Form
- Service Definition
- These Terms and Conditions

2. Definitions

2.1 Capitalised terms used in these Terms and Conditions have the meanings given to them in the G-Cloud Call-Off Contract unless otherwise stated.

2.2 “Services” means the services described in the applicable Service Definition and confirmed in the Order Form.

2.3 “Buyer Data” means all data owned, provided, or controlled by the Buyer.

3. Scope of Services

3.1 The Supplier shall provide the Services in accordance with:

- The G-Cloud Call-Off Contract
- The applicable Service Definition
- The Order Form

3.2 Service scope, assumptions, exclusions, pricing, and delivery approach are defined in the Service Definition and Order Form.

4. Buyer Responsibilities

4.1 The Buyer retains responsibility for:

- Ownership and management of its cloud platforms, subscriptions, tenants, and configurations
- Ownership, quality, and legality of Buyer Data
- User access control, authentication, and authorisation
- Compliance with applicable law, regulation, and internal policy

4.2 The Buyer shall provide timely access, information, decisions, and approvals reasonably required for service delivery.

5. Data Ownership and Data Protection

5.1 All Buyer Data remains the property of the Buyer at all times.

5.2 The Supplier processes Buyer Data solely for the purpose of delivering the Services and in accordance with applicable data protection legislation, including UK GDPR.

5.3 Nothing in these Terms and Conditions transfers ownership of Buyer Data to the Supplier.

6. Security Responsibilities

6.1 The Supplier shall apply appropriate technical and organisational measures proportionate to the nature of the Services, as described in the Service Definition.

6.2 Security responsibilities may be shared between the Buyer, the Supplier, and any underlying cloud service providers in accordance with the relevant shared responsibility model.

7. Service Availability and Support

7.1 Any service levels, response times, or support arrangements are defined in the Service Definition or Order Form.

7.2 Unless explicitly stated, Services are delivered on a professional services basis and do not include guarantees of uninterrupted or error-free operation.

8. Change Control

8.1 Changes to the Services are managed in accordance with the G-Cloud Call-Off Contract and the Order Form.

8.2 Non-material changes that do not reduce service security, compliance, or functionality may be implemented as part of continuous service improvement.

9. Charges and Invoicing

9.1 Charges are set out in the published pricing document and confirmed in the Order Form.

9.2 All charges are exclusive of VAT unless stated otherwise.

9.3 Invoicing and payment terms follow the G-Cloud Call-Off Contract.

10. Intellectual Property

10.1 Each party retains ownership of its pre-existing intellectual property.

10.2 Intellectual property created during service delivery is treated in accordance with the G-Cloud Call-Off Contract.

11. Confidentiality

11.1 Confidential information shall be handled in accordance with the confidentiality provisions of the G-Cloud Call-Off Contract.

11.2 Confidentiality obligations survive contract expiry or termination as defined in the Call-Off Contract.

12. Service Exit and Data Return

12.1 At the end of the contract, the Buyer may extract its data using standard export mechanisms or by reasonable request, as defined in the Service Definition.

12.2 The Supplier shall support secure data return, deletion, or sanitisation in accordance with documented retention and security processes and the Call-Off Contract.

13. Force Majeure

13.1 Force majeure provisions apply as set out in the G-Cloud Call-Off Contract.

14. Governing Law and Jurisdiction

14.1 Governing law and jurisdiction are as defined in the G-Cloud Call-Off Contract.

15. Entire Agreement

15.1 These Terms and Conditions, together with the G-Cloud Call-Off Contract, Order Form, and Service Definition, form the complete contractual framework for the Services.