

Crear Group Ltd

Supplier Terms and Conditions

1. Definitions

- 1.1. In this Agreement unless the context requires otherwise:
 - 1.1.1. 'Crear' refers to Crear Group Ltd
 - 1.1.2. 'the Supplier' refers to Crear Group Ltd
 - 1.1.3. 'the Buyer' refers to the party to whom the services will be delivered
 - 1.1.4. Any term importing gender includes any gender;
 - 1.1.5. Any term importing the singular includes the plural and vice versa;
 - 1.1.6. Any reference to any enactment includes any statutory consolidation, re-enactment, amendment or replacement of it and any subordinate legislation under it;
 - 1.1.7. "**person**" includes any firm and any entity having legal capacity;
- 1.2. Clause headings do not form part of or affect the interpretation of this Agreement.

2. Application of These Terms

- 2.1. These Supplier Terms apply only to the extent they are consistent with the CCS RM1557.15 General Terms, the Buyer's Call-Off Contract, and other relevant framework schedules. Where there is any conflict, the Call-Off Contract prevails.
- 2.2. These Terms apply to services delivered by Crear Group ("Crear") under each Call-Off Contract for Cloud Support Services (Strategy, Transformation, Procurement).

3. Service Delivery and Collaboration

- 3.1. The terms and conditions of this Agreement and the warranties and undertakings which it contains are deemed to apply to all services performed by Crear.
- 3.2. A Statement of Work (SoW) may be agreed with the Buyer to clarify deliverables, acceptance criteria, timelines, tasks, responsibilities, and roles, provided it does not vary or override the Call-Off Contract.
- 3.3. Crear will collaborate with the Buyer's staff and other third-party suppliers as required by framework General Terms (co-operation obligation).
- 3.4. Crear will deliver the Services described in the Call-Off Order Form, Call-Off Schedules, and Statement of Work using reasonable skill and care in accordance with Good Industry Practice.

4. Buyer Responsibilities

- 4.1. Crear may need access to the Buyer's facilities, information, systems, tools, personnel and resources necessary for and during the provision of the Services. If so, requested by Crear, the Buyer, without charge to Crear, will provide timely access to these to the extent reasonably requested by Crear and shall co-operate with Crear to the extent reasonably required to achieve the objectives set out in the Statement of Work, Call-off Order form, and Call-off Contract.
- 4.2. The Buyer acknowledges that, in giving any opinion or advice in the course of provision of the Services, Crear relies on the information about the Buyer and does not seek to establish the reliability of such information; accordingly, the Buyer:
 - 4.2.1. undertakes to provide complete and accurate information about itself and about any such project which is or may be relevant to the Services and to provide such other information as Crear may reasonably request; and
 - 4.2.2. warrants that any such information provided is accurate, complete and not misleading.
- 4.3. The Buyer will inform Crear as soon as is reasonably possible of any material change in the scope which would or might reasonably be expected to increase materially the costs of the Project or which would or might reasonably be expected to affect the scheduled completion date for the Project or any part of it or the size or amenities of it.

5. Fees and Invoicing

- 5.1. The charges, invoicing, and payment for the services will be agreed in writing between the parties and documented as part of the Statement of Works, which will follow the terms set out in the framework schedule.
- 5.2. VAT will, where chargeable, be paid on the Fee and all other sums payable subject to receipt of a valid VAT invoice.
- 5.3. Crear may increase the fee:
 - 5.3.1. on each occasion that the meeting of any agreed date is delayed by the Buyer for 3 months or more; and
 - 5.3.2. to reflect any variation to the Statement of Works requested by the Buyer.
 - 5.3.3. In accordance with framework schedules
- 5.4. Crear will submit invoices and agreed supporting documents, in accordance with Call-off Order Form, within:
 - 5.4.1. 5 working days of the end of each month during which services have been delivered by Crear or;
 - 5.4.2. within 5 working days of completion of deliverables defined in the Statement of Works
- 5.5. The due date for payment of each such invoice will be 30 days from the date of the invoice.
- 5.6. If the invoice is not paid in full within 30 days from the date of the invoice Crear reserve the right to suspend the performance of services and / or charge interest at

the rate provided by the Late Payment of Commercial Debts (Interest) Act 1998 on any overdue amount from the due date until the date of actual payment of the overdue amount.

6. Limitations and Exclusions

- 6.1. Liability caps and exclusions are governed by the framework general terms and the call-off order schedules.
- 6.2. Crear's terms introduce no additional exclusions beyond those permitted under the framework.

7. Intellectual Property (Supplier IP and Deliverables)

- 7.1. IPR ownership and licensing shall be governed by the Call-off IPR Option selected by the buyer.
- 7.2. Where deliverables include Supplier IP, Crear shall grant to the Buyer a non-exclusive, royalty-free right and licence to use the Intellectual Property in the Deliverables solely for the purposes expressly stated in the Statement of Works or Contract as being the purposes for which the Deliverables are supplied.
- 7.3. The Buyer undertakes not itself, nor to assist or authorise or purport to authorise any third party to reverse-engineer, de-compile, copy or reproduce all or any part of the Deliverables nor seek or attempt to do so or to otherwise gain access to any Proprietary Information contained or incorporated in the Deliverables nor to use the same and/or any Intellectual Property in the Deliverables for any purpose outside the scope of the licence granted to it by Clause 6.2.

8. Termination

- 8.1. Termination rights are governed entirely by the Call-Off Contract, which prevails over any supplier wording.
- 8.2. Either party may (without prejudice to its other rights against the other party) by written notice to the other party summarily suspend or terminate the Contract in the event that the other party:
 - 8.2.1. shall be in breach of the terms and conditions of the Contract and fail to rectify such breach within thirty (30) days of receipt of written notice requiring it to do so.
 - 8.2.2. has entered into any composition or arrangement (whether formal or informal) with his/its creditors or has a bankruptcy order made against him or has been made the subject of an application for an interim order under Section 253 of the Insolvency Act 1986 or has an interim receiver of his property appointed under Section 286 of the Insolvency Act 1986 or becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986 or has a receiver manager administrator or administrative receiver appointed of its undertaking assets or income or any part thereof or has passed a resolution for its winding up or has a petition presented to any Court for its winding up or for an administration order.

9. Non-Solicitation

- 9.1. The Buyer shall not solicit nor endeavour to entice away from Crear any employee or associate or contractor engaged in the provision of the services to provide services for the Buyer other than pursuant to the Contract either during or within 6 months after the term of the Contract nor permit or procure others to do so. This shall not prevent the Buyer from employing or offering employment to a member of Crear's project team who responds to an advertisement in the media. This does not limit the Buyer's rights under TUPE or any CallOff staff transfer schedule.

10. Third Party Rights

- 10.1. Crear do not intend that any term of these Standard Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**the TPA**") by any person that is not a party to it but this does not affect any right or remedy of any such party which exists or is available independently of the TPA.

11. Subcontracting

- 11.1. Crear may use subcontractors for service delivery, subject to Buyer consent requirements under the Call-off contract
- 11.2. Crear will ensure all subcontractors follow relevant security, confidentiality, and data obligations.

12. Change Control

- 12.1. Any change to scope, deliverables, or service levels must be processed via the Call-Off variation Procedure.
- 12.2. Crear may provide an impact assessment (effort, cost, timeline) to support the variation

13. Data Protection and Disclosure

- 13.1. Data protection, government data handling, security requirements, permitted processing, breach reporting, and deletion obligations are governed by Joint Schedule 10 (Processing Data) and other relevant framework schedules.
- 13.2. Crear and the Buyer will undertake to duly observe all their obligations under the Data Protection Act 2018.
- 13.3. Crear and the Buyer will acknowledge that both parties are subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with each other to enable each party to comply with its Information disclosure obligations.
- 13.4. Any supplier terms will not alter or reduce any framework data protection obligations.

14. Confidentiality

- 14.1. Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:
 - 14.1.1. treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - 14.1.2. not disclose any Confidential Information belonging to the other Party to any other person without the prior written approval of the other Party, except to such persons and to such extent as may be necessary for the performance of this Framework Agreement or is a requirement of Law.
- 14.2. Where CCS transparency rules require disclosure, Buyer obligations take precedence.

15. Notices

- 15.1. Notices shall follow the Call-Off Contract requirements (email-first policy, timing rules)
- 15.2. Any notice to be given by either party will be sufficiently served if sent by hand, by facsimile transmission, by e-mail or by recorded post to the registered office or if there is none the last known address of the party to be served. Any notice sent by hand will be deemed to be served on the date of delivery and any notice sent by facsimile transmission or e-mail will be deemed to be served in full at the time recorded on the facsimile report sheet or e-mail document provided that if any notice sent by hand, facsimile or e-mail is sent after 4.45 pm on any day it will be deemed to be served on the next working day. Any notice sent by recorded post will be deemed to have been duly served at the expiration of 48 hours after the time of posting, if the end of that period falls before 4.45 pm on a working day and otherwise on the next working day.

16. Disputes

- 16.1. The parties will endeavour to settle any matters which are the subject of any dispute between them promptly through good faith negotiations between Crear and the Buyer before invoking formal procedures.
- 16.2. If the dispute cannot be resolved by the Parties pursuant to clause 16.1, the Parties shall follow the framework's Call-off Dispute Resolution Procedure (escalation, CEDR mediation, arbitration).

17. Governing Law and Jurisdiction

- 17.1. English law applies in accordance with the Call-Off Contract.

18. Force Majeure

- 18.1. Force Majeure will be addressed in accordance with the Call-Off Contract.

- 18.2. Crear will notify the Buyer without any undue delay if a Force Majeure event impacts delivery.

19. Order of Precedence

- 19.1. If these Supplier Terms conflict with the Call-Off Contract or other framework schedules, the Call-Off Contract and other framework schedules prevail.
- 19.2. Service descriptions, pricing tables, work packages, and technical annexes provided by Crear are subordinate to Call-Off schedules.