Cloud Application Services Ltd

Terms and Conditions – Application Development Services

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1. Definitions

In these Terms and Conditions: - **Supplier** means Cloud Application Services Ltd. - **Customer** means the public sector organisation purchasing the Services. - **Services** means the Application Development Services described in the Service Definition. - **Call-Off Contract** means the contract formed under the G-Cloud Framework. - **Deliverables** means outputs produced as part of the Services.

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2. Contract Formation

These Terms and Conditions apply to all Application Development Services provided under a G-Cloud Call-Off Contract. In the event of conflict, the G-Cloud Framework Agreement and Call-Off Contract take precedence over these Terms.

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3. Scope of Services

The Supplier shall provide the Services as described in the Service Definition and agreed Statement of Work. Any services outside this scope require written agreement and may incur additional charges.

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4. Customer Responsibilities

The Customer shall: - Provide timely access to relevant stakeholders, systems, and information - Ensure availability for reviews, approvals, and acceptance testing - Provide and manage hosting environments unless otherwise agreed - Comply with applicable laws and policies relevant to the Services

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5. Charges and Payment

Charges are set out in the G-Cloud pricing document or agreed Statement of Work. Payment terms are as defined in the Call-Off Contract. Expenses are chargeable only where expressly agreed in writing.

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6. Intellectual Property Rights

Unless otherwise agreed, intellectual property rights in Deliverables created specifically for the Customer shall vest in the Customer upon full payment. The Supplier retains ownership of pre-existing materials, tools, and know-how, granting the Customer a perpetual, royalty-free licence to use them as part of the Deliverables.

7. Data Protection

Both parties shall comply with applicable data protection legislation, including UK GDPR. Where the Supplier processes personal data on behalf of the Customer, the Supplier acts as a data processor and shall process data only in accordance with the Customer's written instructions.

8. Information Security

The Supplier shall implement appropriate technical and organisational measures to protect Customer data, aligned to recognised security standards and UK government cloud security principles.

9. Confidentiality

Each party shall treat confidential information received from the other party as confidential and shall not disclose it to third parties except as permitted by the Call-Off Contract or required by law.

10. Service Levels and Support

Service levels, support hours, and response times are defined in the Service Definition or Call-Off Contract. No service levels apply unless expressly agreed in writing.

11. Change Control

Changes to scope, timescales, or Deliverables must be agreed through a documented change control process and may result in revised charges or timelines.

12. Warranties

The Supplier warrants that the Services will be provided with reasonable skill and care by appropriately qualified personnel. No other warranties are given except as required by law.

13. Liability

Liability is subject to the limitations and exclusions set out in the G-Cloud Call-Off Contract. Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

14. Termination

Termination rights are as set out in the Call-Off Contract. Upon termination, the Supplier shall provide reasonable assistance with transition and data handling as agreed.

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15. Exit Management

On exit, the Supplier will return or securely delete Customer data in accordance with the Call-Off Contract and applicable law. Additional exit assistance may be provided at agreed rates.

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16. Governing Law

These Terms and Conditions are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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17. General

These Terms constitute the entire agreement relating to the Services, subject to the G-Cloud Framework Agreement and Call-Off Contract. No variation is effective unless agreed in writing by both parties.