



CLEAR STAR GROUP LIMITED – G-CLOUD 15 TERMS & CONDITIONS

These Terms & Conditions apply to the provision of services by **Clear Star Group Limited** (“Clear Star”, “we”, “us”) under the G-Cloud 15 Framework. They are supplemental to, and must be read alongside, the Crown Commercial Service (“CCS”) **G-Cloud 15 Framework Terms and Call-Off Contract Terms**, which take precedence.

Clear Star does not impose any additional conditions that conflict with CCS requirements.

1. Service Provision

1.1

Clear Star will provide the services described in the Buyer’s Call-Off Contract and Clear Star’s Service Definition.

1.2

Services are advisory and consultancy-based. Clear Star does not provide managed cloud services, software, or operational support.

1.3

Clear Star will deliver services with reasonable skill, care and diligence in line with good industry practice.

2. Buyer Responsibilities

2.1

The Buyer will provide appropriate access to personnel, information, systems and stakeholders required to deliver the engagement.

2.2

The Buyer remains responsible for decisions based on our recommendations.

3. Charges & Payment

3.1

Charges are as set out in the Pricing Document and agreed within the Call-Off Contract.

3.2

Invoices are issued monthly in arrears unless otherwise agreed in the Call-Off.



3.3

Payment terms follow the CCS Call-Off Terms (typically 30 days).

4. Intellectual Property

4.1

Clear Star retains ownership of all methodologies, frameworks, tools and pre-existing intellectual property used in delivery.

4.2

The Buyer receives a **perpetual, non-exclusive licence** to use all deliverables created during the engagement for its internal purposes.

4.3

The licence is granted automatically upon full payment of all associated charges.

5. Confidentiality

5.1

Both parties will keep confidential all information shared during the engagement unless disclosure is required by law.

5.2

Clear Star may reference the Buyer's name publicly as a client only with prior written permission.

6. Data Protection

6.1

Clear Star will process personal data only where necessary for delivery of the services and in accordance with UK GDPR.

7. Liability

7.1

Liability is governed by the CCS G-Cloud 15 Call-Off Contract Terms.

7.2

Clear Star excludes liability for:

- loss of profit
 - loss of data
 - indirect or consequential loss
- to the maximum extent permitted by law.

7.3

Nothing limits liability for death, personal injury, fraud or other matters where limitation is prohibited by law.



8. Use of Subcontractors

8.1
Clear Star may use qualified subcontractors to support delivery. Clear Star remains responsible for subcontractor performance.

8.2
The Buyer will not be charged additional fees arising from subcontractor use unless included within the agreed Call-Off.

9. Termination

9.1
Termination rights follow the CCS Call-Off Terms in full.

9.2
On termination, the Buyer will pay Clear Star for all services delivered up to the termination date.

10. Force Majeure

10.1
Neither party is liable for delays caused by events outside reasonable control (e.g., natural disasters, pandemic restrictions, industrial action).

11. Governing Law

11.1
These Terms & Conditions are governed by the laws of England & Wales, and disputes are subject to the exclusive jurisdiction of its courts.

12. NO CONFLICTING TERMS

Clear Star confirms that **no additional terms or conditions apply beyond those in this document and the CCS G-Cloud 15 Framework and Call-Off Terms.**