

Terms and Conditions v1.0

G-Cloud Framework Services

Aten Consultancy

1. Introduction

These Terms and Conditions apply to services provided under the G-Cloud framework and are intended to supplement the Framework Agreement and any Call-Off Contract agreed with a public sector buyer. In the event of any conflict, the terms of the Framework Agreement and Call-Off Contract take precedence.

2. Scope of services

Services will be provided as described in the relevant Service Definition and agreed with the buyer at call-off stage. Any variations to scope must be agreed in writing through the change control process defined in the Call-Off Contract.

3. Ordering and contract formation

A binding contract is formed when a Call-Off Contract is executed by both parties in accordance with the G-Cloud Framework rules. No services will be provided until a valid Call-Off Contract is in place.

4. Charges and payment

Charges for services are as set out in the Call-Off Contract. Invoices will be submitted in arrears unless otherwise agreed. Payment terms are as specified in the Call-Off Contract and in line with public sector payment requirements.

5. Service delivery

Services will be delivered using reasonable skill and care and in accordance with applicable laws and regulations. Delivery milestones, timescales and responsibilities are agreed at call-off stage.

6. Change control

Changes to services, scope or pricing will be managed through a mutually agreed change control process set out in the Call-Off Contract.

7. Confidentiality

Each party shall treat as confidential any information disclosed by the other party that is marked or reasonably understood to be confidential, and shall not disclose such information except as permitted under the Call-Off Contract or required by law.

8. Data protection

Each party shall comply with applicable data protection legislation. Roles and responsibilities in relation to personal data (including controller and processor obligations) will be set out in the Call-Off Contract.

9. Information security

Appropriate technical and organisational measures will be implemented to protect information and systems in accordance with the requirements agreed at call-off stage.

10. Intellectual property

Intellectual property rights are allocated in accordance with the G-Cloud Framework Agreement and as specified in the Call-Off Contract.

11. Subcontracting

Subcontracting is permitted only as agreed in the Call-Off Contract. The supplier remains responsible for the performance of any subcontractors.

12. Warranties and liability

The supplier warrants that services will be provided with reasonable skill and care. Liability is subject to the limitations and exclusions set out in the Call-Off Contract and the G-Cloud Framework Agreement.

13. Term and termination

The term of the contract and termination rights are as set out in the Call-Off Contract. On termination, obligations relating to confidentiality, data protection and intellectual property shall survive as applicable.

14. Force majeure

Neither party shall be liable for failure to perform its obligations due to events beyond its reasonable control, as defined in the Call-Off Contract.

15. Dispute resolution

Any disputes shall be resolved in accordance with the dispute resolution procedure set out in the Call-Off Contract.

16. Governing law

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

These Terms and Conditions are provided for G-Cloud framework application purposes and are subject to the terms of the G-Cloud Framework Agreement and any Call-Off Contract agreed with the buyer.