

Supplier Terms and Conditions

Introduction

These Terms and Conditions (“Terms”) set out the standard terms under which the Supplier provides professional cloud consultancy and support services.

Where the Supplier is appointed under a Crown Commercial Service framework agreement, including G-Cloud, these Terms apply only where they do not conflict with the Framework Agreement or any applicable Call-Off Contract.

In the event of any conflict, the Framework Agreement and the relevant Call-Off Contract shall take precedence.

Services

The Supplier shall provide professional cloud architecture, engineering, and support services as agreed in writing with the Customer and as set out in the applicable Call-Off Contract.

The Supplier does not provide cloud hosting, resale of infrastructure, or managed services unless expressly agreed in writing as part of a Call-Off Contract.

Charges and payment

Charges for services shall be as agreed in the applicable Call-Off Contract.

Unless otherwise agreed in writing, invoices shall be payable within 30 days of receipt, in line with public sector payment practices.

Intellectual property

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

Unless otherwise agreed in the Call-Off Contract:

- The Customer retains ownership of its data and materials.
- The Supplier retains ownership of its tools, methodologies, and know-how developed independently of the Customer.

Any intellectual property rights in deliverables shall be as set out in the applicable Call-Off Contract.

Confidentiality

Each party shall treat as confidential all information received from the other party which is marked as confidential or which would reasonably be considered confidential.

Confidential information shall be used only for the purposes of performing obligations under the applicable contract and shall not be disclosed to third parties except as permitted by law or the relevant Call-Off Contract.

Data protection

Each party shall comply with its obligations under applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

Where the Supplier processes personal data on behalf of the Customer, such processing shall be carried out in accordance with the terms of the applicable Call-Off Contract and any agreed data processing arrangements.

Information security

The Supplier shall take reasonable technical and organisational measures to protect information accessed in the course of delivering the services.

Access to customer systems shall be limited to authorised personnel and granted on a least-privilege basis.

Liability

Nothing in these Terms shall exclude or limit liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any other liability which cannot be excluded by law

Subject to the above, liability shall be as set out in the applicable Framework Agreement and Call-Off Contract.

Termination

Termination rights shall be as set out in the applicable Framework Agreement and Call-Off Contract.

Upon termination, the Supplier shall cooperate with reasonable requests to support service transition, subject to the terms of the applicable contract.

Force majeure

Neither party shall be liable for failure or delay in performance caused by events beyond its reasonable control, subject to the terms of the applicable Call-Off Contract.

Governing law

These Terms are governed by and construed in accordance with the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

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