



Emphasys IT

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GCloud 15 - Terms and Conditions

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Terms and Conditions

Supplier

Emphasys IT Limited (the “Supplier”)

Customer

The contracting authority purchasing the Service via the G-Cloud Digital Marketplace (the “Customer”)

Effective Date

The date stated in the Call-Off Order Form (the “Effective Date”)

1. Purpose and Contract Structure

1.1 These Terms and Conditions apply to the Supplier’s provision of the Service to the Customer under the G-Cloud framework.

1.2 The parties’ contract comprises:

- (a) the applicable G-Cloud framework agreement and associated call-off terms;
- (b) the Customer’s Call-Off Order Form (and any schedules/attachments);
- (c) the Service Definition (including any pricing appendix);
- (d) these Terms and Conditions; and
- (e) any agreed Change Requests.

1.3 If there is any conflict, the order of precedence is: (a) G-Cloud framework and call-off terms, (b) Call-Off Order Form, (c) Service Definition, (d) these Terms and Conditions, (e) other documents.

2. Definitions

2.1 In these Terms:

- **“Confidential Information”** means information disclosed by one party to the other that is confidential by nature or marked confidential.
- **“Data Protection Legislation”** means UK GDPR and the Data Protection Act 2018 (and any replacement or amendment).
- **“Deliverables”** means the outputs agreed in the Call-Off Order Form or Change Request.
- **“Service”** means the cloud support services described in the Service Definition.
- **“Service Levels”** means response targets and support hours stated in the Service Definition or Order Form.
- **“Call-Off Contract”** means the legally binding contract formed between the Customer and the Supplier under the G-Cloud framework, comprising the Call-Off Order Form, applicable framework terms, and documents incorporated in accordance with the order of precedence.
- **“Change Request”** means a written document agreed by both parties recording a change to the Services, Deliverables, scope, timetable, resources, Service Levels or Charges, together with the assessed impact of that change.
- **“Supplier Personnel”** means the Supplier’s employees, consultants, contractors and any approved subcontractor personnel engaged in providing the Services.

- **“Order Form”** means the Customer’s completed G-Cloud Call-Off Order Form, including any schedules or attachments, which specifies the Services ordered, scope, Deliverables, pricing, Service Levels, term and any special conditions.

3. Provision of the Service

- 3.1 The Supplier will provide the Service with reasonable skill and care and in accordance with the Service Definition.
- 3.2 The Supplier will use suitably skilled personnel and maintain appropriate oversight and quality controls.
- 3.3 The Supplier may use subcontractors without Customer approval where permitted by the G-Cloud framework, remaining fully responsible for their performance.

4. Ordering, Commencement and Term

- 4.1 The Customer may order the Service via a Call-Off Order Form (including scope, outcomes, roles, rates, and any retained capacity).
- 4.2 The Service commences on the Effective Date (or as otherwise stated in the Order Form).
- 4.3 The contract term is as stated in the Order Form. Extensions require written agreement and must comply with the G-Cloud framework.
- 4.4 Deliverables shall be deemed accepted unless the Customer provides written notice of material non-conformance within 10 Working Days of delivery.

5. Charges, Expenses and Payment

- 5.1 Charges are as stated in the Pricing Schedule/Rate Card and the Order Form (time and materials, retained support, and/or fixed-price packages).
- 5.2 Unless stated otherwise, prices are exclusive of VAT.
- 5.3 Travel and subsistence are chargeable only where pre-agreed in writing and billed at cost with evidence.
- 5.4 The Supplier will invoice monthly in arrears unless otherwise agreed in the Order Form.
- 5.5 Payment terms are as set out in the G-Cloud call-off terms and/or Order Form.
- 5.6 Cloud provider consumption charges (e.g., Azure, AWS, GCP) are excluded and billed directly by the provider unless explicitly agreed otherwise.
- 5.7 **Out-of-hours uplift (where pre-agreed):**
- (a) Evenings (outside 09:00–17:00, Monday–Friday): **+50%** uplift on applicable day/hour rates
 - (b) Saturdays: **+50%** uplift on applicable day/hour rates
 - (c) Sundays and UK Bank Holidays: **+100%** uplift on applicable day/hour rates

5.8 Out-of-hours work is delivered only where explicitly requested by the Customer and agreed in writing in advance (including the applicable window, roles, rates and any minimum charging unit).

5.9 Where delivery is delayed due to Customer dependencies, the Supplier reserves the right to invoice for committed resources and incurred costs.

6. Customer Responsibilities

6.1 The Customer will:

- (a) provide timely access to relevant people/stakeholders, systems, environments, premises (if on-site) and information;
- (b) nominate an authorised representative for decisions, acceptance and approvals;
- (c) ensure that required licences, subscriptions and third-party services are in place;
- (d) follow agreed change and security processes (including access approvals);
- (e) ensure its users comply with acceptable use policies for the Customer's platforms.

6.2 If Customer delays or failures materially impact delivery, the parties will agree a revised plan and any associated cost/time impacts via change control.

7. Service Levels and Support

7.1 Support hours, response targets and escalation are as defined in the Service Definition and/or Order Form.

7.2 Service Levels reflect reasonable targets and do not constitute a warranty of outcome or performance improvement.

7.3 The Supplier will maintain appropriate service reporting and hold regular service reviews as agreed.

8. Change Control

8.1 Either party may request changes to scope, deliverables, timelines, resources, or Service Levels.

8.2 Changes must be documented and agreed in writing (a "Change Request") before implementation.

8.3 A Change Request will describe the change, rationale, impact assessment (time/cost/risk), and any revised acceptance criteria.

9. Information Security

9.1 The Supplier will implement appropriate technical and organisational measures to protect Customer information, consistent with the Service Definition.

9.2 The Supplier will:

- (a) apply least-privilege and role-based access controls;

- (b) ensure secure handling of credentials and secrets;
- (c) support logging, monitoring and auditability aligned to the agreed scope;
- (d) promptly notify the Customer of any suspected security incident affecting Customer data, in accordance with the call-off terms.
- (e) maintain relevant accreditations as stated in the Service Definition or Supplier Profile at the time of order.

10. Data Protection

10.1 Where the Supplier processes personal data on behalf of the Customer, the parties will comply with Data Protection Legislation.

10.2 The roles (controller/processor) and processing details must be specified in the Order Form or a Data Processing Schedule.

10.3 The Supplier will process personal data only on documented Customer instructions, unless required by law.

10.4 The Supplier will ensure appropriate confidentiality obligations for personnel and will assist the Customer, where applicable, with data subject requests, DPIAs and incident response, proportionate to the agreed scope.

10.5 Unless expressly stated in the Order Form, the Service does not require processing of personal data.

11. Confidentiality

11.1 Each party will keep the other's Confidential Information confidential and use it only for the purposes of performing its obligations.

11.2 Confidentiality obligations do not apply to information that is publicly available (other than through breach), independently developed, or lawfully received from a third party.

11.3 A party may disclose Confidential Information where required by law, regulation, audit, or court order, subject to prompt notice where permitted.

12. Intellectual Property Rights

12.1 Pre-existing Intellectual property remains the property of the party that owns it.

12.2 Subject to payment of all applicable charges, the Supplier grants the Customer a perpetual, non-exclusive, royalty-free licence to use Deliverables created specifically for the Customer for the Customer's internal purposes.

12.3 The Supplier retains ownership of its reusable materials, accelerators, templates, tooling, methods and know-how ("Supplier Background Materials"). Where Supplier Background Materials are included in Deliverables, the Supplier grants the Customer a licence to use them as necessary to benefit from the Deliverables.

12.4 Nothing in this clause prevents the Supplier from using general skills, knowledge and experience gained during the provision of the Services.

13. Warranties and Disclaimers

13.1 The Supplier warrants it will provide the Service with reasonable skill and care.

13.2 Except as expressly stated in the G-Cloud terms, the Supplier does not warrant that the Customer's platforms/systems will be uninterrupted or error-free, particularly where issues arise from third-party services, Customer-managed configurations, or force majeure events.

13.3 The Customer remains responsible for final operational decisions, risk acceptance, and production release approvals unless otherwise agreed in writing.

13.4 All warranties implied by statute or common law are excluded to the maximum extent permitted by law.

14. Limitation of Liability

14.1 Liability is subject to and governed by the applicable G-Cloud call-off terms.

14.2 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

14.3 Liability caps and exclusions apply as set out in the G-Cloud Call-Off Contract.

15. Termination

15.1 Termination rights are as set out in the G-Cloud call-off terms.

15.2 On termination, the Supplier will provide reasonable exit support as described in the Service Definition and/or Order Form.

16. Exit and Transition Assistance

16.1 The Supplier will support orderly transition, including handover of documentation, runbooks, configurations and agreed Deliverables.

16.2 The Supplier will promptly remove its access to Customer systems when instructed and following completion of transition activities.

16.3 Any additional exit support beyond the included scope will be chargeable on a time and materials basis unless stated otherwise.

17. Business Continuity and Disaster Recovery

17.1 The Supplier will maintain appropriate business continuity arrangements proportionate to the Service.

17.2 The Customer is responsible for resilience of its own workloads unless the Order Form explicitly assigns such responsibilities to the Supplier.

18. Force Majeure

18.1 Neither party is liable for failure or delay caused by events beyond reasonable control, subject to prompt notice and mitigation.

19. Dispute Resolution

19.1 The parties will attempt to resolve disputes in good faith through escalation to senior representatives.

19.2 If unresolved, disputes will be handled in accordance with the G-Cloud call-off terms.

20. Notices

20.1 Notices must be given in writing to the contacts specified in the Order Form, in accordance with the G-Cloud call-off terms.

21. Governing Law

21.1 This contract is governed by the law stated in the G-Cloud call-off terms (typically the laws of England and Wales unless otherwise specified).