

Terms and Conditions

1. Definitions

“Supplier” means the service provider.

“Customer” means the contracting authority or organisation purchasing services.

“Services” means the services described in the applicable service description or order.

“Contract” means the agreement formed under the G-Cloud framework.

2. Service scope

The Supplier shall provide the Services in accordance with the agreed service description, pricing, and scope. Any changes to scope must be agreed in writing by both parties

3. Customer responsibilities

The Customer shall provide timely access to relevant stakeholders, systems, data, environments, and information reasonably required for delivery. Delays or failures may impact delivery timelines and outcomes.

4. Charges and payment

Charges are as set out in the pricing document and are exclusive of VAT. Invoices shall be payable within 30 days of receipt unless otherwise agreed.

5. Intellectual property

Each party retains ownership of its pre-existing intellectual property. Unless otherwise agreed, intellectual property created specifically for the Customer under the Contract shall vest in the Customer upon full payment.

6. Confidentiality

Each party shall keep confidential any information disclosed that is marked or reasonably understood to be confidential and shall use it only for contract purposes.

7. Data protection

Both parties shall comply with applicable data protection legislation, including UK GDPR. The Supplier shall process personal data only in accordance with the Customer's lawful instructions.

8. Security

The Supplier shall implement appropriate technical and organisational measures to protect data and systems in line with industry and public-sector expectations.

9. Warranties and liability

The Supplier warrants that the Services will be provided with reasonable skill and care. Neither party excludes liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law. Other liabilities are limited to the value of the Contract.

10. Termination

Either party may terminate the Contract in accordance with G-Cloud terms. Charges apply only for Services provided up to termination.

11. Force majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control.