

G-Cloud 15 Cloud Support Services

Vinmore Supplier Terms

These Supplier Terms explain how, together with the Call-Off Terms, we will work with you under a Call-Off Contract and set out the supplemental terms that will apply in relation to the Services.

THIS AGREEMENT is made on 20[]

BETWEEN:

(1) Vinmore Limited (registered number 15521843) whose registered office is at 13 Keston Avenue, Coulsdon, CR5 1HP (the “Supplier”); and

(2) [Name of Buyer] whose registered office is at [Address to be completed] (the “Buyer”).

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires:

- the singular includes the plural and vice versa;
- reference to a gender includes the other gender and the neutral;
- any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- The headings in this Agreement are for ease of reference only and shall not affect its interpretation;
- capitalised words have the meaning given to them in the Framework and Call-Off Terms;
- the term “you” and its derivatives refer to the Buyer and the terms “we” and “our” and its derivatives refer to the Supplier, each as identified in the Order Form; and
- the term “the Services” means the Services (including any Additional Services) set out in the applicable Order Form and any other obligations performed by us under the Call-Off Contract.

2. Services

- 2.1 The Supplier shall, during the Term, provide the Services to the Buyer on and subject to the terms of this Agreement.
- 2.2 The Supplier shall perform the Services fully in accordance with any agreed specification or Service Definition.
- 2.3 Unless agreed otherwise in the order form, the Services shall be provided at such locations, and during such hours, as the Supplier deems appropriate for the satisfactory provision of the Services.
- 2.4 In order to receive the Services, the Buyer and the Supplier shall execute an Order Form which sets forth the specific Services to be provided. The terms and conditions of this Agreement shall apply to the provision of the relevant Services. No additional terms included in any Order Form by the Buyer shall be binding on the Supplier unless specifically accepted by the Supplier in its acknowledgement of receipt of the Order Form.
- 2.5 The Supplier shall endeavour to co-operate with the Buyer' reasonable requests within the scope of the services, however, it is acknowledged that the Supplier shall have autonomy over their working methods. The Buyer shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Supplier in the provision of the services.
- 2.6 The Supplier reserves the right to substitute any personnel, provided the Buyer is reasonably satisfied that any proposed substitute possesses the necessary skills and qualifications for the satisfactory completion of the services. The Supplier will remain liable for the services completed by the substitute personnel.
- 2.7 You shall not, directly or indirectly, solicit the employment of any Supplier Staff (including the Supplier's employees', agents and sub-contractors) involved in performing the Services, during performance or for a period of 4 months following their completion or following termination of the Call-Off Contract, without our prior written consent.
- 2.8 You shall provide (and procure that your personnel and any of your other suppliers provide), in a timely manner, such cooperation, information, documents and access to personnel, premises, systems and facilities, as set out in the Order Form or as we reasonably need to provide the Services or we request in order to obtain all necessary licences and permissions. We shall endeavour to set out such requirements in the Order Form, but you acknowledge that such details may not be exhaustive.
- 2.9 The Services and any Deliverables are provided for your internal use only and, except as specifically provided under the Call-Off Terms, they may not

be disclosed to any other party without our prior written consent (except as required by Law or by a competent Regulatory Body in which case you shall, if permitted by Law or the Regulatory Body, promptly inform us). However, you may disclose the Deliverables to other government bodies or agencies for support purposes and to your insurers, legal and other professional advisers if seeking advice in relation to the Services, provided that you inform them that: (a) the Deliverables are to be held in confidence; and (b) we accept no liability to them in connection with the Services or the Deliverables.

- 2.10 In providing the Services we may provide advice orally, in draft or interim form, but our later written advice or final written report supersedes anything provided earlier and you should not rely on any advice that is draft or interim.
- 2.11 We cannot predict future events or circumstances, and you should not interpret any advice, opinion, statement of expectation, forecast or recommendation given by us as being a prediction or guarantee of any outcome.
- 2.12 Notwithstanding our duties and obligations, our role is to provide the Services rather than to make business decisions on your behalf, and you will always remain responsible and accountable for managing your affairs, deciding on what to do after receiving our Services, and implementing any advice or recommendations we provide.
- 2.13 The Supplier may sub-contract the provision of the Services or any part to a notified sub-contractor, but such sub-contracting will not relieve the Supplier from its obligations under the Agreement.