

# TERMS AND CONDITIONS

## Strat-edgy LLP Services

### G-Cloud Framework

## Introduction

These Terms and Conditions govern the provision of services by Strat-edgy LLP ('the Supplier', 'we', 'us', or 'our') to customers ('the Customer', 'you', or 'your') via the G-Cloud Framework.

These Terms and Conditions should be read in conjunction with the Service Definition Document and the G-Cloud Framework Agreement.

## 1. Definitions and Interpretation

1. **Agreement** means the contract formed between the Supplier and the Customer comprising these Terms and Conditions, the Service Definition Document, the Call-Off Order, and any agreed Statement of Work.
2. **Call-Off Order** means the Customer's order for Services placed via the G-Cloud Framework.
3. **Confidential Information** means all information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be considered confidential given the nature of the information and circumstances of disclosure.
4. **Deliverables** means the outputs, reports, documentation, or other materials to be provided by the Supplier as specified in the Statement of Work.
5. **G-Cloud Framework** means the Crown Commercial Service framework for cloud technology and support services.
6. **Intellectual Property Rights** means patents, trademarks, service marks, trade names, domain names, design rights, copyright, moral rights, database rights, know-how and other intellectual property rights, whether registered or unregistered.
7. **Services** means the strategy, transformation and assurance consultancy services described in the Service Definition Document and Statement of Work.
8. **Statement of Work** means a document agreed between the parties setting out the specific scope, deliverables, timescales, and pricing for a particular engagement.

## 2. Service Provision

9. The Supplier shall provide the Services with reasonable skill and care, in accordance with applicable professional standards and good industry practice.

10. The specific scope, deliverables, timescales, and resource requirements for each engagement shall be set out in a Statement of Work agreed between the parties before commencement.
11. The Supplier shall allocate appropriately qualified and experienced personnel to deliver the Services.
12. The Supplier may use sub-contractors to deliver the Services, provided that the Supplier remains responsible for the performance of such sub-contractors.
13. Services may be delivered on-site at Customer premises, remotely, or via a hybrid model as agreed in the Statement of Work.

### **3. Customer Obligations**

14. The Customer shall provide the Supplier with such information, documentation, and access to systems and personnel as may be reasonably required for the provision of the Services.
15. The Customer shall ensure that suitably qualified and authorised personnel are available to liaise with the Supplier and make decisions as required.
16. Where Services are to be delivered on-site, the Customer shall provide a suitable working environment including workspace, equipment, and network access as required.
17. The Customer acknowledges that any delay in providing required information or access may impact the Supplier's ability to deliver Services in accordance with agreed timescales.

### **4. Charges and Payment**

18. The Customer shall pay the charges for Services as set out in the Statement of Work and in accordance with the pricing schedule provided as part of the G-Cloud submission.
19. Unless otherwise agreed, Services are charged on a time and materials basis using the applicable day rates for consultants of appropriate seniority and specialism.
20. The Supplier shall invoice the Customer monthly in arrears for Services provided during the preceding month, or at such other intervals as may be agreed in the Statement of Work.
21. All charges are exclusive of Value Added Tax, which shall be added to invoices at the prevailing rate.
22. Invoices are payable within 30 days of the invoice date, unless otherwise agreed in writing.
23. The Supplier may charge interest on late payments at the rate of 4% per annum above the Bank of England base rate from time to time.
24. Reasonable expenses incurred by the Supplier in providing the Services shall be recharged to the Customer at cost, subject to prior agreement of expense budgets or thresholds in the Statement of Work.

### **5. Intellectual Property Rights**

25. All Intellectual Property Rights in Deliverables created specifically for the Customer in the course of providing the Services shall vest in the Customer upon creation, subject to full payment of charges.
26. The Supplier retains all Intellectual Property Rights in its pre-existing methodologies, frameworks, templates, and other materials developed independently of the Customer engagement.
27. The Supplier grants the Customer a perpetual, non-exclusive, royalty-free licence to use any pre-existing Supplier materials incorporated into Deliverables for the Customer's internal business purposes.
28. The Customer grants the Supplier a non-exclusive licence to use the Customer's Confidential Information solely for the purpose of providing the Services.

## 6. Confidentiality

29. Each party undertakes to keep confidential all Confidential Information received from the other party and not to disclose such information to third parties without prior written consent.
30. The obligation of confidentiality shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) is rightfully received from a third party without breach of confidentiality; (c) is independently developed without use of the Confidential Information; or (d) is required to be disclosed by law or regulatory authority.
31. Each party may disclose Confidential Information to its employees, sub-contractors, and professional advisers on a need-to-know basis, provided such recipients are bound by confidentiality obligations at least as protective as those in this Agreement.
32. The obligations in this clause shall survive termination of the Agreement for a period of five years.

## 7. Data Protection

33. Both parties shall comply with all applicable data protection legislation including the UK General Data Protection Regulation and the Data Protection Act 2018.
34. Where the Supplier processes personal data on behalf of the Customer, the parties shall execute a separate data processing agreement setting out the scope, nature, and purpose of processing and their respective obligations.
35. Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and accidental loss, destruction, or damage.

## 8. Liability and Indemnity

36. Nothing in this Agreement shall exclude or limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.
37. Subject to clause 8.1, the Supplier's total liability to the Customer under or in connection with this Agreement, whether in contract, tort or otherwise, shall not exceed the total

charges paid or payable by the Customer in the 12 months preceding the event giving rise to the claim.

- 38. Subject to clause 8.1, neither party shall be liable to the other for any loss of profits, loss of business, loss of revenue, loss of anticipated savings, loss of goodwill, or any indirect or consequential losses.
- 39. The Supplier maintains professional indemnity insurance with a reputable insurer and shall maintain such insurance throughout the term of this Agreement and for a period of six years thereafter.

## **9. Term and Termination**

- 40. The Agreement shall commence on the date of the Call-Off Order and shall continue until completion of the Services or earlier termination in accordance with this clause.
- 41. Either party may terminate the Agreement immediately by written notice if: (a) the other party commits a material breach and fails to remedy such breach within 30 days of written notice; (b) the other party becomes insolvent or enters into administration, receivership, or liquidation; or (c) the other party ceases to carry on business.
- 42. Either party may terminate the Agreement for convenience by giving not less than 30 days' written notice to the other party.
- 43. On termination for any reason, the Supplier shall: (a) cease provision of the Services; (b) deliver all Deliverables completed at the date of termination; and (c) return or destroy all Confidential Information of the Customer.
- 44. On termination, the Customer shall pay all charges for Services provided up to the date of termination, together with any expenses properly incurred.

## **10. Warranties**

- 45. The Supplier warrants that: (a) it has the right, power, and authority to enter into this Agreement and perform its obligations; (b) the Services shall be performed with reasonable skill and care; and (c) it shall comply with all applicable laws and regulations in performing the Services.
- 46. The Customer warrants that: (a) it has the right, power, and authority to enter into this Agreement; (b) all information provided to the Supplier is accurate and complete in all material respects; and (c) it owns or has the right to use all materials provided to the Supplier.
- 47. Except as expressly stated in this Agreement, all warranties, conditions, and terms (whether express or implied by statute, common law, or otherwise) are excluded to the extent permitted by law.

## **11. Force Majeure**

- 48. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including acts of God, war, terrorism, civil unrest, industrial disputes, epidemics, failure of utility services, or governmental action.

49. If a force majeure event continues for more than 60 days, either party may terminate the Agreement by written notice to the other party.

## 12. General Provisions

50. **Assignment:** Neither party may assign, transfer, or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld.
51. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, and representations relating to its subject matter.
52. **Variation:** No variation of this Agreement shall be effective unless agreed in writing and signed by authorised representatives of both parties.
53. **Waiver:** No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy or prevent its future exercise.
54. **Severability:** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.
55. **Third Party Rights:** No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
56. **Notices:** All notices under this Agreement shall be in writing and delivered by hand, first class post, or email to the addresses set out in the Call-Off Order or as otherwise notified by either party.
57. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
58. **Jurisdiction:** The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

## 13. Dispute Resolution

59. In the event of any dispute arising out of or in connection with this Agreement, the parties shall first attempt to resolve the dispute through good faith negotiations between senior representatives of each party.
60. If the dispute is not resolved through negotiation within 30 days, the parties may agree to refer the dispute to mediation before an independent mediator agreed between the parties.
61. Nothing in this clause shall prevent either party from seeking urgent injunctive or other equitable relief from the courts.

## 14. Anti-Bribery and Modern Slavery

62. The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010, and shall not engage in any activity that would cause the Customer to be in breach of such laws.

63. The Supplier shall comply with the Modern Slavery Act 2015 and shall ensure that slavery and human trafficking is not taking place in any part of its business or supply chain.
64. The Supplier shall maintain appropriate policies and procedures to ensure compliance with this clause and shall provide evidence of such policies upon reasonable request by the Customer.

## 15. Security and Personnel

65. The Supplier shall ensure that all personnel engaged in providing the Services are appropriately qualified, experienced, and security-cleared as required by the Customer.
66. All Supplier personnel shall comply with the Customer's security policies and procedures when on Customer premises or accessing Customer systems.
67. The Supplier shall notify the Customer immediately of any actual or suspected security incidents or data breaches relating to the Services.

## Supplier Contact Information

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**Strat-edgy LLP**

## Document Control

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