

newtrality

G Cloud 15

Terms and conditions

Cloud Hosting Support Services

Our terms and conditions

These general terms and conditions, together with the Cover Letter and any applicable Statement of Work (SoW) and any appendices, form the contractual structure for the provision of Services by Newtrality Ltd to Client (the “Agreement”).

For the purposes of this Agreement, “party” means either Newtrality or Client.

If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the applicable Statement of Works (SoW) and any appendices thereto, © these General Terms and Conditions, and (d) other appendices to this Agreement.

Definitions

The following terms are defined:

- a) **Client** – means an entity that controls, is controlled by, or is under common control with, Client.
- b) **Client information** – means information obtained by Newtrality from Client or from a third party on Client's behalf.
- c) **Deliverables** – means any advice, communications, recommendations, reports, information, technology or other content that Newtrality provides under this Agreement.
- d) Newtrality, a Limited Company **incorporated in England and Wales with company number 13737434**, having a registered office in 1 Aston Court, Bromsgrove Technology Park, Worcestershire, B60 3AL,
- e) **Newtrality organisation** means a member of the Newtrality organisation, shareholders, directors, partners or employees.
- f) **Newtrality community** – means any other subcontractors operating under a common branding arrangement with Newtrality but each of which is a separate legal entity.
- g) **Support services** – means internal support services used by Newtrality including but not limited to:
 - a) Administrative support
 - b) Accounting and finance support
 - c) IT functions including applications, systems management, data security, storage and recovery
 - d) Risk management and quality assurance
- h) **Personal data means** - Client information relating to identified or identifiable natural persons.
- i) **Support providers** - means external service providers of Newtrality and their respective sub-contractors.

Provision of services

Newtrality will provide the Services using reasonable skill and care.

Client shall be responsible for its staff's compliance with the Client's obligations under this Agreement.

Newtrality may subcontract a portion of the Services to one or more third parties, who may deal with the Client directly. Newtrality will remain solely responsible for the performance of the Services.

When you partner with Newtrality via the G Cloud 14 framework, we will use the G Cloud 14 Call off Contract (available from the Digital Marketplace). There will be no further Terms & Conditions applied outside of the relevant Support Lot to the services offered.

Standard Assumptions are as follows:

- **Consultant's working day:** 8 hours exclusive of travel and lunch
- **Working week:** Monday to Friday, excluding national holidays
- **Office hours:** 9:00am to 5:00pm Monday to Friday
- **Travel, mileage subsistence:** At cost, standard class train tickets and reasonable accommodation
- **Mileage:** As for travel, mileage subsistence
- **Professional indemnity insurance:** included in day rate

Provision of services (cont'd)

Travel and Subsistence:

Where possible, we will provide people & resources that are local to the client site(s), so as to reduce any possible incurred expenses.

If this is not possible, we reserve the right to charge reasonable expenses, as agreed with the client and based on the pricing assumptions provided.

For work from a Newtrality office, we will not charge expenses for travel and subsistence.

Payment Terms:

Our rate card is based on a Time & Materials pricing structure, and will be billed monthly in arrears on the last day of the working month, based on actual worked days (outlined as 8 consultancy hours per day). Our terms are 28 days from receipt of invoice.

newtrality

How to get in touch:



Hello@newtrality.co.uk



www.newtrality.co.uk



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