Terms and Conditions (IGUANA LTD)

Cloud Architecture, AI & Data Analytics Design Consultancy (G-Cloud 15 – Lot 3: Cloud Support)

Supplier: IGUANA Ltd
Service: Cloud Architecture, AI & Data Analytics Design Consultancy
Version: v1.4
Last Updated: 18 January 2026

1. Definitions

Buyer/Customer (“Buyer”): The organisation purchasing the Services.
Supplier: IGUANA Ltd.
Call-Off / Order Form (“Order Form”): The written agreement setting out scope, deliverables, timeline, rates and pricing basis.
Deliverables: The agreed documents and artefacts expressly listed in the Order Form (e.g., HLD/LLD, architectures, diagrams, reports).
Fees: Charges payable by the Buyer for the Services.
Purchase Order (“PO”): A valid Buyer-issued purchase order number authorising spend.
Working Day: Monday to Friday excluding UK public holidays.
Confidential Information: Any information disclosed by either party that is confidential.
Personal Data: As defined by UK GDPR and the Data Protection Act 2018.
Supplier Materials: Any templates, frameworks, accelerators, checklists, methods, tools, scripts, patterns, libraries and pre-existing content used or provided by the Supplier (whether adapted or not).
Third-Party Materials: Any materials owned by third parties, including cloud services and open-source components.

2. Scope of Services

2.1 The Supplier will provide the Services described in the Service Definition and the Order Form.
2.2 The Services are professional consultancy and advisory services, unless implementation is expressly agreed in writing.
2.3 The Buyer is responsible for ensuring requirements and constraints are accurate, complete and up to date.
2.4 The Supplier may reasonably rely on information supplied by the Buyer and is not responsible for inaccuracies in such information.

3. Ordering, Purchase Orders and Authority to Commence

3.1 Services must be ordered via an Order Form under the applicable G-Cloud framework.

3.2 A valid PO (or written Buyer authorisation) is required before any Services commence.
3.3 Where the Buyer requires a PO, the Buyer must provide it no later than two (2) Working Days before the agreed start date.
3.4 The Supplier may decline to start, pause onboarding, or delay delivery until a valid PO is received.
3.5 The PO must cover the estimated value of the engagement (or an agreed initial tranche). The Supplier is not required to exceed PO value.
3.6 If there is any conflict, the Order Form takes precedence over these Terms, then the Service Definition.

4. Fees, Invoicing and Payment

4.1 Fees are charged on a time-and-materials basis (day rate) unless otherwise agreed in writing.
4.2 Invoices are issued monthly in arrears unless milestones or alternative billing is agreed in the Order Form.
4.3 Payment terms are fourteen (14) days from invoice date unless otherwise agreed in writing.
4.4 Invoices are raised against a valid PO. It is the Buyer's responsibility to ensure the PO is active, accurate and sufficient.
4.5 If a PO is not provided, is invalid, lapses, or does not match invoiced amounts, payment remains due and payable within the agreed terms. Buyer internal processes do not extend payment terms.
4.6 The Supplier may require advance payment (e.g., first 5–10 days) for new Buyers, short engagements, or accelerated start dates.
4.7 Pre-agreed expenses (including travel for on-site delivery) are chargeable at cost and invoiced as agreed.
4.8 Late payments will attract statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998, plus reasonable debt recovery costs.

5. Delivery, Working Practices and Buyer Inputs

5.1 Delivery is primarily remote, with on-site delivery by agreement and subject to travel costs.
5.2 The Supplier will allocate suitably qualified resources and may replace resources with equivalents.
5.3 The Buyer will provide timely access to stakeholders, documentation, and decisions.
5.4 The Supplier is not responsible for delay caused by Buyer dependencies, approvals, access constraints, or third-party failures.

6. Support and Response Times

6.1 Support is available via email and online ticketing.
6.2 Standard response targets:
- Mon–Fri 09:00–17:30 (UK): within 4 business hours
- Weekends/UK public holidays: within 1 business day (next working day)

6.3 Enhanced or premium support (including extended hours/24x7) may be agreed and is chargeable.

7. Change Control and PO Management

7.1 Any change to scope, timeline or deliverables must be agreed in writing.
7.2 Where changes increase cost or effort, the Buyer must issue an updated PO (or additional PO) before the Supplier undertakes changed scope.
7.3 The Supplier is not obliged to deliver out-of-scope work or exceed PO value.

8. Security, Access and Compliance

8.1 The Supplier will follow good industry practice for secure delivery and least-privilege access.
8.2 The Buyer is responsible for provisioning and removing access, accounts and permissions.
8.3 Access to secure environments (e.g., OFFICIAL-SENSITIVE / CNI contexts) may require onboarding, approvals and compliance with Buyer security policies.
8.4 The Supplier is not liable for failures caused by Buyer tools, environments, access limitations or third-party services.

9. Data Protection

9.1 Each party will comply with UK GDPR and the Data Protection Act 2018.
9.2 The Supplier will not use Buyer data to train AI models unless expressly agreed in writing.
9.3 The Buyer must only share Personal Data that is necessary and minimised.
9.4 Where required, the parties will enter into appropriate data processing terms.

10. AI, Analytics and Agentic Automation Safeguards

10.1 AI/ML, generative AI and agentic AI guidance is provided to support Buyer decision-making and solution design.
10.2 The Buyer is responsible for approvals, governance, operational implementation and safe use of AI solutions.
10.3 The Supplier will recommend appropriate guardrails including access controls, logging, monitoring and testing.

10.4 The Supplier will not deploy autonomous production actions without explicit written Buyer approval.

11. Confidentiality

11.1 Each party will keep Confidential Information secure and use it only for delivery or receipt of Services.
11.2 Confidentiality obligations survive termination for three (3) years (or longer if required by law).
11.3 Confidentiality does not apply to information that is public, independently developed, or lawfully obtained.

12. Intellectual Property Rights

12.1 The Supplier retains all right, title and interest in and to Supplier Materials, including any enhancements, derivatives and improvements.
12.2 Subject to full payment of all Fees and expenses, the Supplier grants the Buyer a non-exclusive, non-transferable, non-sublicensable licence to use the Deliverables solely for the Buyer’s internal business purposes.
12.3 The Buyer must not resell, distribute, publish, or commercially exploit the Deliverables or Supplier Materials, or share them externally except to professional advisers and contractors on a strict need-to-know basis under confidentiality obligations.
12.4 The Buyer must not remove Supplier copyright notices, watermarks or proprietary markings.
12.5 The Supplier may reuse general skills, experience, techniques, ideas and know-how developed during the engagement, provided it does not disclose Buyer Confidential Information.
12.6 The Buyer retains ownership of its pre-existing materials and grants the Supplier a royalty-free licence to use them solely to deliver the Services.
12.7 Third-Party Materials remain owned by their respective licensors and are subject to their licence terms.
12.8 All licences granted under this Clause 12 are conditional upon full settlement of all outstanding invoices. If payment is overdue, the licence is suspended until payment is received.

13. Warranties and Disclaimer

13.1 The Supplier will perform the Services with reasonable skill and care.
13.2 Except as expressly stated, all warranties, conditions and terms (express or implied) are excluded to the maximum extent permitted by law.
13.3 The Supplier does not warrant that Deliverables will be error-free or guarantee specific outcomes.

13.4 The Buyer is responsible for validating Deliverables before implementation and production use.

14. Liability

14.1 Nothing in these Terms excludes or limits either party's 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.

14.2 Subject to Clause 14.1, the Supplier will not be liable for any:
(a) indirect, consequential or special loss;
(b) loss of profit, revenue, savings, business, goodwill or opportunity;
(c) loss of, corruption of, or inability to use data;
(d) loss arising from interruption of business, service unavailability, or downtime; or
(e) loss arising from third-party claims against the Buyer.

14.3 Subject to Clause 14.1, the Supplier's total aggregate liability to the Buyer (whether in contract, tort including negligence, misrepresentation, restitution or otherwise) arising out of or in connection with the Services or these Terms will be limited to the lower of:
(a) 50% of the Fees actually paid by the Buyer under the applicable Order Form in the three (3) months immediately preceding the event giving rise to the claim; or
(b) £10,000.

14.4 The cap in Clause 14.3 applies to the total of all claims, and not per claim, project, incident, Deliverable, or statement of work.

14.5 Subject to Clause 14.1, the Buyer must bring any claim within six (6) months of becoming aware (or reasonably ought to have become aware) of the circumstances, and in any event no later than twelve (12) months after the relevant Services were performed.

14.6 The Buyer is responsible for implementation decisions, operations, configuration, security, testing and change approvals. The Supplier is not liable for losses arising from Buyer implementation, misconfiguration, or misuse.

14.7 The Supplier is not liable for failures caused by third-party services, Buyer tools/environments, or dependencies outside Supplier control.

14.8 The Supplier is not liable for outcomes arising from AI model behaviour, Buyer prompts, Buyer data, Buyer deployment decisions or governance choices.

14.9 Subject to Clause 14.1, the Supplier is not liable for cybersecurity incidents or breaches unless caused solely by Supplier negligence and only up to the cap in Clause 14.3.

15. Suspension and Termination

15.1 Either party may terminate for material breach if not remedied within thirty (30) days of notice.
15.2 The Buyer may terminate for convenience with ten (10) Working Days' notice, paying for Services performed up to termination.
15.3 If any invoice remains unpaid fourteen (14) days after the due date, the Supplier may suspend Services on notice and withhold non-critical deliverables until payment is received.
15.4 If non-payment continues for thirty (30) days after notice, the Supplier may terminate.
15.5 Suspension or termination does not affect the Buyer's obligation to pay all outstanding amounts.

16. Exit, Handover and Records

16.1 On termination, the Supplier will provide completed Deliverables to date subject to full payment of all outstanding invoices.
16.2 Knowledge transfer or additional handover support is chargeable unless included in scope.
16.3 The Buyer will ensure the Supplier's access is removed promptly in line with Buyer processes.

17. Subcontractors

17.1 The Supplier may use subcontractors with Buyer approval where required by the Order Form.
17.2 The Supplier remains responsible for the subcontracted Services.

18. Dispute Resolution

18.1 The parties will attempt to resolve disputes promptly by escalation and good faith negotiation.
18.2 If unresolved, disputes may be referred to mediation prior to litigation where appropriate.

19. Governing Law

19.1 These Terms are governed by the laws of England and Wales.
19.2 The courts of England and Wales have exclusive jurisdiction.

20. Contact

Supplier: IGUANA Ltd
Service: Cloud Architecture, AI & Data Analytics Design Consultancy
Support: Email and online ticketing (details provided during onboarding)
Service Hours: Mon–Fri, 09:00–17:30 (UK time)