



G-Cloud 15

Terms and Conditions

General Service Terms and Conditions

CGA Project Management Limited

1. Definitions and Interpretation

1.1 The following terms shall have the meanings assigned to them:

“Agreement” refers to the Call-Off Contract between the Customer and PRO PMs under the G-Cloud 15 Framework, together with these Terms and Conditions and any attached Schedules or Statements of Work.

“Confidential Information” means any information disclosed by one party to the other which is marked as confidential or which would reasonably be considered confidential given its nature or the circumstances of disclosure.

“Customer” refers to the person, government entity, agency or company procuring Services from PRO PMs under the G-Cloud 15 Framework.

“Deliverables” means any outputs from the Services, including reports, analyses, documentation, or other materials prepared or supplied by PRO PMs.

“Framework” means the G-Cloud 15 Framework Agreement between CCS and PRO PMs.

“Intellectual Property Rights” means patents, rights to inventions, copyright, trade marks, business names, domain names, rights in designs, database rights, and all other similar intellectual property rights.

“PRO PMs” refers to CGA Project Management Limited (trading as PRO PMs), a company registered in England under number 09422310 with registered office at 71-75 Shelton Street, London, WC2H 9JQ.

“Services” refers to the project delivery, consulting, or resource services to be rendered by PRO PMs under the Agreement, as described in the applicable Statement of Work or Order Form.

“Statement of Work” means a document specifying the Services, timelines, deliverables, consultants, and other relevant details for a particular engagement.

1.2 Headings shall not impact interpretation. References to a company include corporations and bodies corporate. Words in singular include plural meanings and vice versa. Statutory references include amendments and re-enactments. Writing includes email communications.

2. Agreement Framework

2.1 These Terms and Conditions are supplementary to and governed by the G-Cloud 15 Framework Agreement and Call-Off Contract terms.

2.2 In the event of any conflict between these Terms and Conditions and the Framework Agreement or Call-Off Contract, the Framework Agreement and Call-Off Contract shall take precedence.

2.3 Each Statement of Work constitutes a separate engagement under the Agreement, incorporating these Terms and Conditions.

3. Service Delivery

3.1 PRO PMs shall provide the Services to the Customer as an independent contractor in accordance with the applicable Statement of Work and Call-Off Contract.

3.2 PRO PMs shall deploy skilled and professional consultants to perform the Services as specified in the Statement of Work.

3.3 PRO PMs reserves the right to substitute consultants of equivalent skill and experience as needed while rendering the Services, subject to the Customer's reasonable approval.

3.4 PRO PMs shall use reasonable efforts to meet any performance timelines stated in the Statement of Work, but any such dates are estimates only unless expressly stated as firm commitments.

3.5 PRO PMs may amend the Services as necessary to comply with applicable laws or regulations, notifying the Customer accordingly.

4. Customer Responsibilities

4.1 The Customer shall:

- (a) Cooperate with PRO PMs for all Service-related matters and provide reasonable access to premises, data, systems, and facilities as required for PRO PMs to perform the Services.
- (b) Provide PRO PMs in a timely manner with all documents, information, items, and materials reasonably required for the Services, ensuring such information is accurate.
- (c) Obtain and maintain all necessary licenses, consents, and legal compliance related to the Services.
- (d) Comply with any additional obligations stated in the applicable Statement of Work.

4.2 If the Customer prevents or delays PRO PMs' performance under the Agreement, PRO PMs shall not be liable for any costs, charges, or losses incurred by the Customer arising from such prevention or delay.

5. Fees and Payment

5.1 The fees for the Services shall be as set out in the applicable Statement of Work and in accordance with the SFIA Rate Card published on the Digital Marketplace.

5.2 PRO PMs shall invoice the Customer as specified in the Statement of Work or, where not specified, monthly in arrears.

5.3 The Customer shall pay all undisputed invoices within 30 days of receipt.

5.4 The fees are exclusive of VAT, which the Customer shall pay at the prevailing rate.

5.5 If the Customer fails to pay any amount due by the due date, PRO PMs may charge interest on the overdue sum at 4% per annum above the Bank of England base rate, accruing daily until payment.

5.6 The Customer shall pay all amounts due in full without any set-off, counterclaim, deduction, or withholding except as required by law.

6. Intellectual Property

6.1 The Customer shall own all Intellectual Property Rights in the Deliverables specifically created for the Customer under the Agreement.

6.2 All Intellectual Property Rights in PRO PMs' pre-existing materials, methodologies, tools, and templates shall remain owned by PRO PMs.

6.3 PRO PMs grants the Customer a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual licence to use PRO PMs' pre-existing materials incorporated into Deliverables for the Customer's internal business purposes.

6.4 The Customer grants PRO PMs a non-exclusive licence to use Customer materials provided for the purpose of delivering the Services.

7. Confidentiality

7.1 Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information except as permitted by this Clause 7.

7.2 Each party may disclose the other's Confidential Information:

- (a) To its employees, officers, representatives, or advisers who need to know for exercising rights or fulfilling obligations under the Agreement; and
- (b) As required by law, court order, or governmental/regulatory authority.

7.3 Each party shall ensure compliance with this Clause 7 by its employees, officers, representatives, or advisers to whom Confidential Information is disclosed.

7.4 The obligations of confidentiality shall continue for 5 years after termination of the Agreement.

8. Data Protection

8.1 Both parties shall comply with all applicable data protection legislation including the UK GDPR and Data Protection Act 2018.

8.2 Where PRO PMs processes personal data on behalf of the Customer, PRO PMs shall act only on the Customer's documented instructions and shall implement appropriate technical and organisational measures to protect personal data.

8.3 PRO PMs shall notify the Customer without undue delay upon becoming aware of any personal data breach.

9. Limitation of Liability

9.1 Nothing in the Agreement shall limit or exclude either party's liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Any other liability which cannot be limited or excluded by applicable law.

9.2 Subject to Clause 9.1, neither party shall be liable to the other for any indirect or consequential losses arising under or related to the Agreement.

9.3 Subject to Clauses 9.1 and 9.2, PRO PMs' total liability to the Customer shall be limited to the total fees paid or payable by the Customer under the Agreement in the 12 months preceding the event giving rise to the claim.

10. Termination

10.1 The termination provisions in the G-Cloud 15 Call-Off Contract shall apply.

10.2 Without affecting any other rights, either party may terminate the Agreement with immediate effect by written notice if the other commits an irremediable material breach or fails to remedy a remediable breach within 30 days of written notification.

10.3 On termination:

- (a) The Customer shall immediately pay PRO PMs all outstanding invoices and fees for Services rendered;
- (b) Each party shall return or destroy the other's Confidential Information;
- (c) Accrued rights, remedies, obligations, and liabilities shall not be affected;
- (d) Clauses intended to survive termination shall continue in force.

11. Force Majeure

Neither party shall be liable for delay or failure to perform obligations if caused by events beyond its reasonable control. If such delay continues for 3 months, either party may terminate by 30 days' written notice.

12. General Provisions

12.1 **Assignment:** Neither party may assign rights or obligations without the other's prior written consent.

12.2 **Entire Agreement:** The Agreement, including the Framework terms, constitutes the entire agreement and supersedes all previous agreements.

12.3 **Variation:** No variation shall be effective unless in writing and signed by authorised representatives.

12.4 **Waiver:** Failure to exercise rights shall not constitute a waiver.

12.5 **Severance:** Invalid provisions shall be modified to the minimum extent necessary or deemed deleted.

12.6 **Notices:** Notices shall be in writing to the registered office or notified address.

12.7 **Third Party Rights:** No third party shall have any right to enforce any Agreement term.

12.8 **Governing Law:** The Agreement shall be governed by English law and subject to the exclusive jurisdiction of the English courts.

Registered in England No. 09422310 Registered Office: 71-75 Shelton Street, London,
WC2H 9JQ

propms.com | info@propms.com | +44 (0)203 488 1752

Version 2.0 – G-Cloud 15 Effective Date: [Date of Framework Award]