

Citycom – G-Cloud 15 (Lot 3: Cloud Support)

Terms & Conditions

1. Introduction & Definitions

These Terms & Conditions (T&Cs) apply to the Citycom Cloud Support service described in the Service Definition and uploaded to the Digital Marketplace for G-Cloud 15 Lot 3 (Cloud Support). They operate subject to and in accordance with the G-Cloud 15 Framework Agreement and the applicable Call-Off Contract. If there is any conflict, the Framework Agreement and Call-Off Terms shall take precedence.

2. Service Description (summary)

Citycom provides ongoing cloud operations, service desk, security, connectivity and optimisation services for multi-cloud and hybrid environments, including Microsoft Azure, AWS and Microsoft 365. Features, benefits, service constraints and supported channels are as set out in the Service Definition.

3. Term & Effective Date

These T&Cs commence on the Call-Off Effective Date and continue for the Call-Off initial term unless terminated earlier in accordance with these T&Cs or the Call-Off.

4. Service Levels & Support

Citycom will deliver support via email/ticketing, phone and web chat as described in the Service Definition. Standard service hours are 09:00–17:30 UK, Monday–Friday, with options for Extended Hours and 24x7 Critical Incident Support. Incident response and resolution/workaround targets follow the P1–P4 matrix in the Service Definition. Where Enhanced or 24x7 tiers are purchased, a named Technical Account Manager (TAM) is provided.

5. Customer Responsibilities

The Customer will: (a) provide timely access, approvals and subject-matter contacts; (b) maintain required licences/subscriptions unless otherwise agreed; (c) follow agreed change and security processes; (d) ensure stable connectivity to managed environments; and (e) cooperate with Citycom and third-party suppliers to resolve incidents.

6. Citycom Responsibilities

Citycom will: (a) deliver services with reasonable skill and care; (b) maintain qualified personnel and appropriate supervision; (c) operate ITIL-aligned processes for incident, request, problem and change; (d) provide reporting and governance; and (e) escalate to third-party vendors as required.

7. Security & Data Protection

Citycom will apply RBAC, MFA and least-privilege access controls, maintain logging and retention appropriate to the services, and support Customer data protection obligations including DPIAs and audits as permitted by the Framework. The parties acknowledge their respective roles (Controller or Processor) as designated in the Call-Off and shall comply with UK GDPR and Data Protection Act 2018. Data residency is UK by default unless otherwise agreed.

8. Staff Vetting & Clearances

Citycom staff are screened to BS7858:2019 and, where required by the Call-Off, made available with Government clearance up to BPSS.

9. Onboarding, Transition & Offboarding

Onboarding includes discovery, baseline assessment, security alignment, tooling integration and runbook creation followed by go-live and stabilisation. Offboarding includes access removal, export of configurations/logs/documentation, final reporting and reasonable transition assistance to a successor supplier.

10. Changes & Change Control

Changes to scope, service hours, support levels or deliverables will be managed through the Call-Off change control procedure. Citycom will not be obliged to implement changes until agreed in writing, including any charges, timelines and dependencies.

11. Subcontracting

Citycom may use subcontractors (including specialised partners) to deliver elements of the services, remaining responsible for their performance. Subcontractor use will comply with the Framework's requirements, including any notification/approval obligations.

12. Confidentiality

Each party shall keep confidential information secret and use it only for the purpose of performing the Call-Off, subject to permitted disclosures under the Framework (including FOIA obligations applicable to the Customer).

13. Intellectual Property Rights (IPR)

Pre-existing IPR remains the property of the owning party. Any Deliverables or materials created specifically for the Customer under the Call-Off will be owned/licensed as set out in the Call-Off. Citycom retains ownership of its methods, tools, templates and know-how, granting the Customer a licence as necessary to receive the services.

14. Charges, Invoicing & Payment

Charges are as set out in the Pricing Document and/or Call-Off. Unless otherwise agreed: (a) recurring charges are invoiced monthly in arrears; (b) time-and-materials charges are invoiced monthly against approved timesheets; (c) expenses are pre-approved and recharged at cost; and (d) invoices are payable within 30 days of receipt in accordance with the Framework.

15. Suspension

Citycom may suspend services (in whole or part) with prior notice if: (a) necessary to address a material security or safety risk; or (b) the Customer materially breaches its obligations (including non-payment) and fails to cure within the applicable remedy period. Citycom will act reasonably and minimise disruption.

16. Termination

Either party may terminate in accordance with the Framework and Call-Off for material breach, insolvency or convenience where permitted. On termination, Citycom will provide exit assistance as set out in Clause 10. Any Customer obligations to pay for services rendered up to the termination date remain due. Any agreed early termination fees (if applicable) must be expressly stated in the Call-Off.

17. Warranties

Citycom warrants that it will perform the services with reasonable skill and care and in accordance with applicable laws. Except as expressly set out in these T&Cs and the Call-Off, all other warranties are excluded to the fullest extent permitted by law.

18. Liability & Insurance

Neither party limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited by law. Subject to the foregoing, each party's aggregate liability under the Call-Off in any 12-month period shall not exceed the greater of: (a) 100% of the charges paid or payable in that period; or (b) the liability cap stated in the Call-Off. Neither party is liable for indirect or consequential loss, loss of profits, revenue, goodwill or anticipated savings. Citycom shall maintain appropriate insurance as required by the Framework and Call-Off.

19. Force Majeure

Neither party shall be liable for delay or failure to perform due to events beyond its reasonable control, provided that the affected party notifies the other and uses reasonable endeavors to mitigate the impact.

20. Audit & Records

Citycom will retain appropriate records and cooperate with audits as permitted by the Framework and Call-Off, including reasonable access to relevant documentation, systems and premises where required and subject to security controls.

21. Compliance & Policies

Citycom will comply with applicable laws and the policies required by the Framework and Call-Off, including information security, health and safety, anti-bribery and corruption, modern slavery, equality, and environmental requirements.

22. Dispute Resolution & Governing Law

Disputes will be escalated through governance in good faith. Failing resolution, the dispute resolution process in the Framework/Call-Off applies. These T&Cs are governed by and construed in accordance with the laws of England and Wales, with the courts of England having exclusive jurisdiction, unless otherwise mandated by the Framework.

23. Order of Precedence

The order of precedence is: (1) G-Cloud Framework Agreement; (2) Call-Off Contract (including Special Terms and Schedules); (3) these Terms & Conditions; (4) the Service Definition; and (5) any other referenced documents.

24. Notices

Formal notices must be given in accordance with the Framework and Call-Off to the addresses specified therein and deemed served according to the specified method and timing.

25. Miscellaneous

Assignment, severability, waiver, and variation are as set out in the Framework/Call-Off. Nothing in these T&Cs creates a partnership or agency between the parties.