

AlgoRhythm Limited – G-Cloud 15 Standard Terms & Conditions

1. Application These Terms and Conditions apply to the provision of Cloud Support Services by AlgoRhythm Limited ("The Supplier") to the Buyer under the G-Cloud 15 Framework Agreement. These terms supplement, but do not replace, the G-Cloud 15 Framework Agreement and Call-Off Contract. In the event of any conflict, the G-Cloud Framework Agreement takes precedence.

2. Services The Supplier shall provide the services as described in the relevant Service Definition Document and the agreed Call-Off Contract (Order Form). All services are provided on a "Time and Materials" basis unless otherwise explicitly agreed in writing.

3. Pricing and Payment

- **Rates:** Services are charged according to the Rate Card listed on the Digital Marketplace.
- **Invoicing:** Invoices will be submitted monthly in arrears for days worked.
- **Payment Terms:** Payment is due within 30 days of the invoice date.
- **VAT:** All prices quoted are exclusive of VAT, which will be added at the prevailing rate.
- **Expenses:** Travel and subsistence expenses are not included in the day rate. Any necessary travel outside the M25 or base location will be charged at standard HMRC rates, subject to prior written approval by the Buyer.

4. Consultant Availability & Working Hours

- **Standard Hours:** Standard working hours are 09:00 to 17:00 (UK Time), Monday to Friday, excluding UK Bank Holidays.
- **Location:** Services will be delivered primarily remotely. On-site attendance is available by mutual agreement.
- **Substitution:** The Supplier operates as a specialist consultancy. Specific consultants named in the Call-Off Contract will perform the work. If a consultant becomes unavailable due to illness or unforeseen circumstances, the Supplier will notify the Buyer immediately.

5. Buyer Responsibilities To enable the successful delivery of services, the Buyer agrees to:

- Provide timely access to necessary systems, data, and documentation (e.g., VPN access, legacy database schemas).
- Nominate a Product Owner or primary contact to provide direction and sign-off.
- Provide necessary hardware (e.g., laptops) if security policies prohibit the use of Supplier devices.

6. Termination

- **Notice Period:** Unless otherwise specified in the Call-Off Contract, the Buyer may terminate the contract for convenience with 30 days' written notice.
- **Immediate Termination:** Either party may terminate immediately in the event of a material breach that is not remedied within 10 working days.

7. Liability and Insurance

- The Supplier maintains Professional Indemnity and Public Liability insurance in accordance with the levels specified in the G-Cloud Framework Agreement.
- Liability caps are as defined in the G-Cloud 15 Call-Off Contract.

8. Data Protection

- The Supplier will comply with all applicable Data Protection Legislation (UK GDPR).
- The Supplier will not process personal data unless explicitly required for the performance of the contract (e.g., data migration).