



Bluebow Digital Transformation & Cloud Support

Terms and Conditions – G-Cloud 15 (RM1557.15)

Version: 1.0 **Date:** October 2025

Supplier: Bluebow Research & Consultancy Ltd

1. Introduction

1.1 These Terms and Conditions (“Terms”) form part of the **G-Cloud 15 Framework Agreement** and apply to all Call-Off Contracts between **Bluebow Research & Consultancy Ltd**, a company registered in England & Wales (No. 13106068), whose registered office is at **34 Frobisher Way, Greenhithe, Kent DA9 9JN** (“Bluebow”), and any Buyer procuring services via the Digital Marketplace.

1.2 These Terms govern the provision of Bluebow’s *Digital Transformation & Cloud Support* services, including discovery, design, development, migration, testing, DevOps, and managed support.

1.3 In case of conflict between these Terms and any Call-Off Contract, the terms of the **Call-Off Contract** will prevail.

2. Scope of Services

2.1 Bluebow provides end-to-end digital and cloud transformation services covering:

- Agile delivery, user research, service and interaction design.
- Cloud migration, optimisation, DevOps, automation, and cyber-secure hosting.
- Data engineering, testing, accessibility, training, and change enablement.

2.2 All services are delivered in compliance with:

- **Government Digital Service (GDS) Standards,**
- **Cyber Essentials** and **NCSC Cloud Security Principles,**
- **UK GDPR** and **Data Protection Act 2018.**

3. Service Levels

3.1 Service Levels are as defined in the *Service Definition Document*.

3.2 Bluebow shall respond to support tickets within **two (2) business hours** and resolve incidents within the timeframe agreed per Call-Off Contract.

3.3 Buyers may select **Standard**, **Enhanced**, or **Premium** support tiers; escalation and performance reporting are available as defined in the Pricing Document.

4. Buyer Responsibilities

4.1 The Buyer shall provide timely access to relevant information, systems, and decision-makers necessary for service delivery.

4.2 The Buyer shall ensure adequate security permissions and maintain confidentiality of credentials or access rights granted to Bluebow.

5. Data Protection and Confidentiality

5.1 Both Parties will comply with **UK GDPR** and the **Data Protection Act 2018**.

5.2 Bluebow acts as a **Data Processor** and will:

5.2.1 Process data only under the Buyer's documented instructions;

5.2.2 Maintain technical and organisational security measures;

5.2.3 Notify the Buyer promptly of any data breach

5.3 All confidential information shall remain the property of the disclosing party and may not be shared without prior written consent, except as required by law.

6. Security and Compliance

6.1 Bluebow's personnel are screened to **BS7858:2019** standards and meet the **Baseline Personnel Security Standard (BPSS)** for government work.

6.2 Security controls include secure data handling, encryption in transit and at rest, and continuous monitoring aligned to Cyber Essentials and NCSC principles.

7. Intellectual Property Rights (IPR)

7.1 The Buyer retains ownership of any materials or data it supplies.

7.2 Bluebow retains ownership of pre-existing IP, tools, and methodologies developed independently of this contract.

7.3 Where deliverables are created specifically for the Buyer, all IPR shall transfer to the Buyer upon full payment.

7.4 Bluebow grants the Buyer a **perpetual, royalty-free licence** to use Bluebow's background IP insofar as necessary to operate or maintain deliverables.

8. Pricing and Payment

8.1 Prices are as stated in the *Pricing Document* and are exclusive of VAT.

8.2 Invoices are issued monthly in arrears or per milestone, payable within **thirty (30) days net**.

8.3 Payments are made in GBP via BACS transfer.

8.4 Expenses are only chargeable when prior written approval has been obtained from the Buyer.

9. Liability

9.1 Bluebow's total aggregate liability under each Call-Off Contract shall not exceed the total fees payable under that contract.

9.2 Neither Party shall be liable for indirect, consequential, or economic losses.

9.3 Nothing in these Terms limits liability for death, personal injury, fraud, or wilful misconduct.

10. Termination

10.1 Either Party may terminate a Call-Off Contract immediately if the other Party commits a material breach and fails to remedy it within thirty (30) days of written notice.

10.2 Upon termination:

10.2.1 Bluebow will cease work and provide all deliverables completed to date;

10.2.2 Buyer shall pay for all authorised work up to the termination date;

10.2.3 All Buyer data will be returned or securely deleted within **thirty (30) days**

10.2.4 Transition support will be provided to ensure continuity if required.

11. Subcontracting

11.1 Bluebow may use approved UK-based subcontractors to fulfil specialist tasks, provided such subcontractors meet equal security and compliance standards.

11.2 Bluebow remains fully responsible for the performance and security of all subcontracted activities.

12. Force Majeure

12.1 Neither Party shall be liable for failure to perform obligations due to events beyond reasonable control, including natural disasters, cyber-attacks, industrial disputes, or government restrictions.

12.2 The affected Party shall notify the other within five (5) working days of the event and use all reasonable efforts to mitigate its impact.

13. Dispute Resolution

13.1 The Parties will seek to resolve disputes through good-faith negotiation between authorised representatives.

13.2 If unresolved within **thirty (30) days**, the dispute may be escalated under CCS dispute procedures or referred to the **courts of England and Wales**.

14. Governing Law and Jurisdiction

14.1 These Terms and all related Call-Off Contracts are governed by **English law**.

14.2 The Parties submit to the **exclusive jurisdiction of the courts of England and Wales**.

15. Corporate Social Responsibility

15.1 Bluebow is committed to promoting equality, inclusion, and sustainability across all engagements.

15.2 Through its CSR initiatives, Bluebow supports UK-based youth digital skills programmes and accessibility awareness in technology delivery.

16. Contact Information

Bluebow Research & Consultancy Ltd

34 Frobisher Way, Greenhithe, Kent, DA9 9JN, United Kingdom

admin@bluebowrc.com | +44 7588 795996

www.bluebowrc.com

17. Declaration

17.1 Bluebow confirms that these Terms and Conditions are consistent with the **Crown Commercial Service G-Cloud 15 Framework (RM1557.15)**.

17.2 All services shall be delivered ethically, securely, and transparently in accordance with UK government procurement standards.