

# TERMS & CONDITIONS DOCUMENT FOR G-CLOUD SERVICES

For G-Cloud 15 Framework

Provided by Endeavour Information Solutions

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## Introduction

These Terms and Conditions apply to all services provided under the G-Cloud 15 Framework Agreement (RM1557.15). They should be read in conjunction with the Call-Off Contract Order Form, Service Definition, Pricing Document, and any applicable Service Level Agreement (SLA).

## Queries & Contact Information

Should your organisation have any queries regarding this document, please contact in the first instance:

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## Definitions and Interpretation

Unless otherwise stated, terms used in this document have the meanings given in the G-Cloud 15 Framework Agreement. In the event of conflict, the following order of precedence applies:

1. Call-Off Contract Order Form
2. G-Cloud 15 Framework Agreement
3. Service Definition
4. These Terms and Conditions

## Scope of Services

Services are limited to activities as defined under Lot 3, including advisory, operational, technical, and ongoing support services for cloud platforms and associated technologies. No supply of software licences or hardware is included unless explicitly stated in the Order Form.

A summary of the service offerings we offer under Lot 3 are shown below:

- Microsoft SharePoint Support Services
- Microsoft SharePoint Implementation Services
- Microsoft SharePoint Development Services
- Microsoft Purview Implementation Services
- Microsoft Teams Implementation Services
- Microsoft Teams Development Services
- Microsoft Azure Optimisation Assessment Services
- Microsoft Azure Migration Services
- Microsoft Azure Support Services
- Microsoft Azure Implementation Services
- Microsoft 365 Implementation Services
- Microsoft 365 Migration Services
- Microsoft 365 Support Services
- Microsoft Intune Implementation Services
- Microsoft Intune Support Services
- Microsoft Defender Suite Implementation Services
- Microsoft Sentinel Implementation Services
- Microsoft Foundry Implementation Services
- Microsoft Foundry Support Services
- Microsoft Copilot Studio Implementation Services
- Microsoft Copilot Studio Support Services
- Microsoft 365 Copilot Implementation Services
- Microsoft 365 Copilot Support Services
- Microsoft Dynamics 365 Implementation Services

- Microsoft Dynamics 365 Support Services
- Microsoft Dynamics 365 Development Services
- Microsoft Power BI Implementation Services
- Microsoft Power BI Migration Services
- Microsoft Power BI Support Services
- Microsoft Fabric Implementation Services
- Microsoft Fabric Migration Services
- Microsoft Fabric Support Services
- Microsoft Business Central Implementation Services
- Microsoft Business Central Support Services
- Microsoft PowerApps Implementation Services
- Microsoft PowerApps Support Services
- Microsoft PowerApps Development Services
- Microsoft Power Automate Robotic Process Automation Services

### **Service Commencement and Duration**

Services commence on the start date stated in the Order Form and continue for the agreed term. Call-Off Contracts may be terminated earlier in accordance with Section 12 (Termination).

### **Pricing and Payment**

The following points apply in relation to pricing and payment of service:

- Pricing is as set out in the approved G-Cloud 15 Pricing Document and confirmed in the Order Form.
- All prices are exclusive of VAT and out of pocket expenses.
- Invoicing will occur monthly in arrears unless otherwise agreed.
- Payment terms are 30 days from receipt of a valid invoice.
- No additional charges will apply unless agreed in writing through a formal contract variation.

### **Working Day**

The working day for our team members is a total of 8 hours exclusive of travel and lunch.

### **Working Week**

Monday to Friday 09:00 to 17:00 excluding national holidays additional increases in rates may be incurred if work is required outside of these hours but will be agreed in advance of work being undertaken.

### **Travel, Subsistence & Mileage**

Is included in day rate within M25 and Northern Ireland. Payable at department's standard T&S rates outside M25 and Northern Ireland.

### **Professional Indemnity Insurance**

Is included in day rate.

### **Variation and Amendments**

If the client wishes to vary any details of the agreement, they must notify in writing as soon as possible. We shall endeavour to make any required changes and any additional costs thereby incurred will be raised with the client for approval and will only then be invoiced to the client.

### **Service Levels and Support**

The following points apply in relation to service levels and support:

- Service levels, response times, and resolution targets are defined in the Service Definition and any applicable SLA.
- Where no SLA is in place, services are provided on an ad-hoc time and materials basis.
- Service credits, where applicable, will be defined in the SLA.

## **Customer Responsibilities**

The Customer shall:

- Provide timely access to systems, personnel, and information required to deliver the services
- Ensure appropriate licences and permissions are in place
- Comply with applicable laws and policies

Failure to meet these responsibilities may impact service delivery.

## **Supplier Responsibilities**

The Supplier shall:

- Deliver services with reasonable skill and care
- Use suitably qualified and experienced personnel
- Comply with all applicable laws and G-Cloud framework obligations

## **Change Control**

Any change to the scope, pricing, or duration of services must be agreed in writing via a formal contract variation in accordance with the G-Cloud 15 Framework.

## **Data Protection**

The following points apply in relation to data protection:

- Both parties shall comply with UK GDPR, the Data Protection Act 2018, and any successor legislation.
- The Supplier acts as a Data Processor unless otherwise stated.
- Data processing details are defined in the Call-Off Contract and associated Data Processing Agreement.

## **Confidentiality**

Each party shall protect the other's Confidential Information and use it solely for the purposes of fulfilling the Call-Off Contract, unless disclosure is required by law.

## **Freedom of Information**

The Supplier acknowledges the Customer's obligations under the Freedom of Information Act 2000 and shall provide reasonable assistance to support compliance.

## **Termination**

The following points apply in relation to termination:

- Either party may terminate the Call-Off Contract in accordance with the G-Cloud 15 Framework Agreement.
- The Customer may terminate for convenience by providing 30 days' written notice.
- Upon termination, the Supplier shall cooperate to ensure an orderly transition of services but will not incur out of pocket expenses during the transition.

## **Liability**

The following points apply in relation to liability:

- Neither party limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation.
- Subject to the Framework Agreement, each party's total liability is capped at the value of the Call-Off Contract.

## **Intellectual Property**

Pre-existing Intellectual Property remains the property of the owning party. Any new Intellectual Property created in the course of service delivery is treated in accordance with the G-Cloud 15 Framework Agreement.

### **Subcontracting**

Subcontracting is not utilised; all services are delivered directly by the Endeavour Information Solutions at all times.

### **Governing Law**

These Terms and Conditions are governed by the laws of England, Wales, Scotland, and Northern Ireland, and the parties submit to the exclusive jurisdiction of the courts of England, Wales, Scotland, and Northern Ireland.

### **Entire Agreement**

These Terms and Conditions, together with the Call-Off Contract documents, constitute the entire agreement between the parties for services delivered under G-Cloud 15.