



Argo – G-Cloud 15 –

Terms And Conditions

Definitions

“Supplier” – refers to Argo DevOps Solutions Ltd, the provider of the Cloud Support Services.

“Buyer” – refers to the organisation procuring services under these terms.

“Services” – the Cloud Support services provided, including but not limited to:

- Quality Assurance and Performance Testing Services
- Cloud Migration Planning Services
- Cloud Security & Assurance Services

“Engagement” – the agreed, time-bound delivery of Services under a call-off agreement.

“Scope of Work” – the activities, deliverables, and responsibilities defined in the call-off agreement.

“Business Hours” – UK working hours, Monday to Friday, 09:00–17:00, excluding public holidays.

Scope of Services

1. Services will be provided in accordance with the Scope of Work agreed at call-off.
2. Services include professional assessment, planning, testing, assurance, and advisory activities as defined per engagement.
3. Services do not include managed services, continuous monitoring, cloud migration execution, or implementation unless explicitly contracted.
4. On-site delivery is available at additional cost, as agreed in the call-off.

Engagement Term

1. Each engagement is time-bound and limited to the duration agreed in the call-off.
2. The Supplier will commence services on the agreed start date and complete them on the agreed end date, subject to timely provision of information and access by the Buyer.

Responsibilities of the Supplier

1. Deliver the Services professionally, diligently, and in accordance with best practice.
2. Ensure staff have relevant expertise, security clearance, and experience to perform the Services.
3. Provide support as defined in the engagement, including clarification of requirements, workshops, reporting, and escalation of issues.
4. Maintain confidentiality of Buyer information and comply with applicable data protection regulations.

Responsibilities of the Buyer

1. Provide timely access to systems, information and personnel required to perform the Services.
2. Make decisions or approvals in accordance with agreed timelines to avoid delays.
3. Ensure compliance with any security or operational requirements communicated by the Supplier.
4. Notify the Supplier promptly of any changes to the scope or requirements.

Fees and Payments

1. Fees for services are based on the agreed call-off and charged per engagement or time period.

2. Invoices are payable within 30 days of receipt unless otherwise agreed.
3. Additional services or out-of-scope work may incur additional fees, subject to written agreement.
4. Expenses, such as travel for on-site work, will be charged separately as agreed.

Change Control

1. Any changes to the Scope of Work or engagement timeline must be agreed in writing.
2. The Supplier will assess and notify the Buyer of any impacts on cost, schedule, or resources resulting from requested changes.

Confidentiality

1. Each party shall treat all information received in connection with the Services as confidential.
2. Confidential information shall not be disclosed to third parties without written consent, except where required by law.

Intellectual Property

1. The Supplier retains ownership of pre-existing IP and tools used to deliver the Services.
2. Deliverables created specifically for the Buyer under the engagement shall be the property of the Buyer, subject to payment in full.
3. The Supplier grants a non-exclusive, royalty-free license to the Buyer to use Supplier-owned IP solely for internal purposes.

Liability

1. The Supplier shall exercise reasonable skill and care in delivering the Services.

2. The Supplier shall not be liable for indirect, consequential, or incidental losses, including lost profits or reputational damage.

3. Liability for direct losses arising from negligence or breach of contract is limited to the total fees paid for the affected engagement.

Warranties

1. The Supplier warrants that Services will be provided in accordance with professional standards and the Scope of Work.

2. No other warranties, express or implied, are given, including fitness for a particular purpose.

Security and Compliance

1. Services shall be delivered in accordance with applicable laws, government guidance, and any agreed security requirements.

2. Supplier staff will hold relevant security clearance as required; staff screening is performed but may not conform to BS7858:2019 unless stated.

Termination

1. Either party may terminate an engagement with 30 days written notice if the other party breaches these terms and fails to remedy the breach within a reasonable period.

2. Upon termination, the Buyer shall pay for all work completed to the termination date.

3. Sections on confidentiality, IP and liability survive termination.

Force Majeure

1. Neither party shall be liable for failure to fulfil obligations due to events beyond reasonable control, including natural disasters, pandemics, strikes, or government action.

Governing Law

1. These terms are governed by and construed in accordance with the laws of England and Wales.
2. The parties submit to the exclusive jurisdiction of the courts of England and Wales.