

Lot 3 of G-Cloud 15 – Supplier Terms and Conditions

Supplier: Spectrum IT Hub Limited

1. Definitions and Interpretation

1.1 In these Terms and Conditions:

- **“Framework Agreement”** means the G-Cloud 15 Framework Agreement between the Supplier and the Crown Commercial Service (CCS).
- **“Call-Off Contract”** means a contract formed between the Buyer and the Supplier under the Framework Agreement.
- **“Buyer”** means a public sector organisation purchasing services under the Framework Agreement.
- **“Supplier”** means Spectrum IT Hub Limited, the entity appointed to provide Services under the Framework Agreement and any applicable Call-Off Contract.
- **“Services”** means the services described in the Supplier’s G-Cloud service listings and agreed through a Call-Off Contract.

1.2 In the event of any conflict, the following order of precedence applies:

- (a) the Framework Agreement;
- (b) the Call-Off Contract;
- (c) these Terms and Conditions.

2. Scope of Services

2.1 The Supplier provides the Services as listed on the Digital Marketplace and only in accordance with a valid Call-Off Contract.

2.2 Nothing in these Terms and Conditions creates any obligation on the Supplier to provide Services unless and until a Call-Off Contract is agreed.

2.3 The Supplier does not assume delivery ownership of the Buyer’s service outcomes unless explicitly stated in a Call-Off Contract.

3. Call-Off Contracts and Ordering

3.1 All Services are ordered exclusively through Call-Off Contracts made under the Framework Agreement.

3.2 Each Call-Off Contract governs the specific Services, duration, pricing and any additional terms applicable to that engagement.

3.3 No terms proposed by the Buyer outside the Call-Off Contract shall apply unless expressly agreed in writing by the Supplier.

4. Charges and Payment

4.1 Charges for the Services shall be:

- (a) as published by the Supplier on the Digital Marketplace; and/or
- (b) as agreed in the applicable Call-Off Contract.

4.2 All charges are exclusive of VAT, which shall be payable at the prevailing rate where applicable.

4.3 The Buyer shall pay all valid invoices in accordance with the payment terms set out in the Call-Off Contract and the Framework Agreement.

4.3A Payment terms shall be no less favourable than those set out in the Framework Agreement or agreed in the applicable Call-Off Contract.

4.3B Any dispute relating to an invoice shall be raised promptly and in good faith in accordance with the Framework Agreement and the applicable Call-Off Contract.

4.4 Where a Call-Off Contract is terminated, the Buyer remains liable for all Charges for Services properly performed and accepted (where acceptance applies) and for any other amounts that are expressly due under the applicable Call-Off Contract up to the effective date of termination.

4.5 Without prejudice to any rights under the Framework Agreement, the Supplier reserves the right to charge interest on overdue undisputed invoices in accordance with applicable statutory provisions, where permitted under the Framework Agreement.

5. Buyer Responsibilities

5.1 The Buyer shall:

- provide timely access to information, systems and personnel reasonably required for the Services
- make decisions and provide approvals within reasonable timescales
- ensure that information supplied to the Supplier is accurate and complete.

5.2 The Buyer retains responsibility for all business decisions, acceptance decisions and operational outcomes relating to its services.

5.3 Failure by the Buyer to meet its responsibilities may impact delivery timelines or outcomes, which shall be addressed through the applicable Call-Off Contract.

6. Supplier Responsibilities

6.1 The Supplier shall perform the Services with reasonable skill and care.

6.2 Where the Services include assurance, testing, or advisory activities, the Supplier shall design and execute such activities in accordance with the agreed scope, methods and objectives, providing independent evidence and findings to support informed decision-making.

6.3 The Supplier's testing and assurance activities are risk-based in nature and are intended to reduce, but not eliminate, the risk of defects, issues, or failures remaining within the Buyer's service.

6.4 The Supplier shall ensure that personnel engaged in the provision of the Services have appropriate skills, experience and professional competence relevant to the agreed scope of Services.

7. Change Control

7.1 Any changes to the Services must be agreed in writing through a variation to the applicable Call-Off Contract.

7.2 The Supplier is not obliged to implement any change unless and until such variation is agreed.

8. Intellectual Property Rights

8.1 Each party retains ownership of its pre-existing intellectual property.

8.2 The Buyer retains ownership of all Buyer materials.

8.3 The Supplier retains ownership of Supplier materials and pre-existing intellectual property, granting the Buyer a licence to use such materials solely to the extent necessary to receive the Services under the relevant Call-Off Contract.

8.4 No assignment of intellectual property rights is made unless expressly agreed in a Call-Off Contract.

9. Data Protection

9.1 Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

9.2 Data protection roles and responsibilities shall be as set out in the Framework Agreement and Joint Schedule 10 (Processing Data) and as further detailed in the Call-Off Contract where applicable.

10. Confidentiality

10.1 Each party shall keep confidential all information disclosed by the other party that is identified as confidential or ought reasonably to be regarded as confidential.

10.2 Confidentiality obligations do not apply to information that is lawfully in the public domain, independently developed, or required to be disclosed by law.

11. Security

11.1 The Supplier shall maintain appropriate technical and organisational measures to protect information processed in connection with the Services.

11.2 The Supplier does not warrant compliance with any specific security certification unless expressly stated in a Call-Off Contract.

12. Anti-Bribery and Corruption

12.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, including the Bribery Act 2010.

12.2 Neither party shall engage in any activity that would constitute an offence under such legislation in connection with the Services.

13. Modern Slavery and Human Trafficking

13.1 Each party shall comply with applicable modern slavery and human trafficking laws, including the Modern Slavery Act 2015.

13.2 Each party confirms that it has taken reasonable steps to ensure that slavery and human trafficking do not take place in its business or supply chains in connection with the Services.

14. Conflicts of Interest

14.1 The Supplier shall take reasonable steps to identify and disclose any actual conflicts of interest in accordance with the Framework Agreement.

14.2 Where a conflict arises, the parties shall cooperate in good faith to manage it appropriately in line with CCS requirements.

15. Warranties and Disclaimers

15.1 Except as expressly stated in these Terms and Conditions or a Call-Off Contract, all warranties, conditions and representations are excluded to the maximum extent permitted by law.

15.2 The Services are provided as described in the applicable service listing and Call-Off Contract.

16. Liability

16.1 Liability arising under or in connection with the Services shall be governed by the Framework Agreement and the applicable Call-Off Contract.

16.2 Nothing in these Terms and Conditions excludes or limits liability that cannot be excluded or limited by law.

17. Term and Termination

17.1 These Terms and Conditions apply for the duration of the Framework Agreement.

17.2 Termination rights in relation to the Services are governed by the applicable Call-Off Contract and the Framework Agreement.

17.3 Termination does not affect accrued rights or obligations.

18. Force Majeure

18.1 Neither party shall be liable for failure or delay in performance due to events beyond its reasonable control, in accordance with the Framework Agreement.

19. Assignment and Subcontracting

19.1 Assignment and subcontracting shall be in accordance with the Framework Agreement and any applicable Call-Off Contract.

19.2 Nothing in these Terms and Conditions prevents the Buyer from employing individuals. However, where expressly agreed in a Call-Off Contract, the parties may include reasonable non-solicitation provisions applicable to personnel directly engaged in the Services.

20. Freedom of Information

20.1 The Buyer acknowledges its obligations under the Freedom of Information Act 2000.

20.2 The Supplier shall provide reasonable assistance to enable the Buyer to comply with such obligations, in accordance with the Framework Agreement.

21. Publicity

21.1 Neither party shall use the other party's name or logo for publicity purposes without prior written consent.

22. Entire Agreement

22.1 These Terms and Conditions, together with the Framework Agreement and any applicable Call-Off Contract, constitute the entire agreement between the parties in relation to the Services and supersede any prior discussions or representations.

23. Governing Law and Jurisdiction

23.1 These Terms and Conditions and any dispute arising from them shall be governed by the laws of England and Wales.

23.2 The courts of England and Wales shall have exclusive jurisdiction.

Appendix A – Indicative Call-Off Charging Model (Non-Binding)

Important Notice

This Appendix is provided **for information and discussion purposes only**.

It does **not** form part of these Terms and Conditions and does **not** create any binding pricing, payment, or commercial obligations. All charges, payment mechanisms and commercial terms shall be agreed **solely through the applicable Call-Off Contract**.

1. Purpose of this Appendix: This Appendix outlines an **indicative charging approach** commonly used by the Supplier for services delivered under the G-Cloud framework, to support early commercial discussions and Call-Off preparation.

2. Indicative Charging Approach: The Supplier's **preferred commercial model**, subject to agreement at Call-Off stage, is a **Time and Materials (T&M)** basis.

Under this model:

- Charges are based on **actual time worked** by the Supplier's personnel
- Day rates are agreed per role and documented in the Call-Off Contract
- Services are delivered within the agreed scope and engagement parameters

3. Invoicing and Payment (Indicative): Where a T&M model is agreed in a Call-Off Contract:

- Invoicing typically occurs **monthly in arrears**
- Charges are supported by role-based or named-resource timesheets
- Any invoicing, approval, or dispute mechanisms are defined in the Call-Off Contract

4. Buyer Dependencies and Adjustments: Where Buyer-side dependencies (such as access to systems, data, environments, or timely decisions) impact planned activities:

- The parties may agree appropriate adjustments through the Call-Off Contract
- Any impact on charges or timelines shall be addressed **only** through the Call-Off Contract

5. Termination and Notice (Indicative): Where a Call-Off Contract is terminated:

- The Buyer remains liable for charges accrued and properly due in accordance with the agreed Call-Off terms"
- Any notice periods, committed capacity, or termination consequences shall be defined exclusively in the Call-Off Contract

6. Alternative Models: Where required by the Buyer, alternative charging structures (such as milestone-based or hybrid models) may be discussed and agreed **on a case-by-case basis** through the Call-Off Contract.

7. Call-Off Supremacy: In all cases:

- The Call-Off Contract shall take precedence over this Appendix



- No charging model applies unless **expressly agreed** in a Call-Off Contract