

Terms and Conditions – G-Cloud 15 Lot 1,2&3

These Conditions shall form the basis of the contract between Stonesthro and the Buyer in relation to the sale of Goods and/or Services and are subject to contract.

1. Definitions and Interpretation

Agreement means the Call-Off Contract formed under the G-Cloud 15 Framework.

- Buyer means a UK public sector body purchasing Services.
- Supplier means the provider of the Cloud Hosting Services.
- Services means Cloud Hosting services provided under Lot 1.
- Framework means the G-Cloud 15 Framework Agreement.
- CCS means the Crown Commercial Service.

2. Scope of Services

Cloud Hosting services including infrastructure as a service (IaaS), managed private or hybrid cloud, UK data centre hosting, and associated connectivity and management services, including professional services and managed Kubernetes across lots 1 , 2 and 3 of G-Cloud 15.

3. Service Standards

Services shall be delivered with reasonable skill and care in accordance with Good Industry Practice and the applicable SLA.

Schedule 1 – Data Processing Schedule

Roles:

The Buyer is the Data Controller and is also the Data Processor. However Stonesthro do not have access to nor can they see or amend the data bar deletion at the clients request.

Processing:

Given that our offering is IaaS, Stonesthro is not involved with holding or processing any Personal Data. Thus, for the avoidance of doubt, the Supplier is not a Data Processor.

Security:

Appropriate and relevant technical and organisational measures shall be applied to protect personal data.

The Buyer is ultimately responsible for their security and provision of systems such as anti virus and other protection mechanisms.

Sub-processing:



Sub-processors may be used subject to equivalent contractual obligations.

Data Subject Rights:

The Supplier shall assist the Buyer in fulfilling data subject rights.

Data Breach:

Personal data breaches shall be reported without undue delay.

Deletion:

Upon termination, personal data shall be securely deleted or returned.

Schedule 2 – Security Schedule

Information Security:

Controls aligned to ISO 27001 principles and NCSC Cloud Security Principles.

Data Residency:

All Buyer data shall reside within the UK unless otherwise agreed.

Access Control:

Role-based access, MFA, logging and monitoring.

Incident Management:

Security incidents shall be logged, investigated and reported.

Audit:

The Buyer and CCS may audit compliance on reasonable notice.

IPR

Intellectual Property Rights in or arising out of or in connection with the Services shall be owned and remain in the possession of Stonesthro.

The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Buyer's use of any such Intellectual Property Rights is conditional on Stonesthro obtaining a written licence from the relevant licensor on such terms as will entitle Stonesthro to license such rights to the Buyer.

Where there are combined IPR created by both parties will be joint IPR and protected by NDA unless stated elsewhere in framework or call off contracts.

All Stonesthro Materials are the exclusive property of Stonesthro.

Schedule 3 – Exit and Portability Schedule

Exit Planning:

Exit plans shall be maintained and tested where appropriate.

Data Portability:

Data shall be provided in a commonly used, machine-readable format.

Assistance:

The Supplier shall provide reasonable exit assistance at standard rates.

Deletion:

Confirmation of secure deletion shall be provided.

Schedule 4 – Service Level Agreement (SLA)

Availability:

Target availability of 99.5% per calendar month unless otherwise stated.

Support:

24x7 incident logging with defined response and resolution targets.

Service Credits:

Service credits may apply for material SLA breaches as defined in the Order Form.

Maintenance:

Planned maintenance shall be notified in advance.

Limitation of Liability

Stonesthro shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

Stonesthro's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the purchase Order value.

Waranty

Stonestthro warrants that for a period of 6months commencing on the earlier of either the date of delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:

- Conform with their description,
- Be of satisfactory quality with the meaning of Sales of Goods Act 1979,
- Be fit for any purpose held out by Stonestthro, and
- Be carried out in accordance with the Supply of Goods and Services Act 1982.

Consequences of Termination

Upon the expiration or termination of the engagement under the agreement for whatsoever cause, Stonestthro shall forthwith deliver up to the Buyer or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, computer hardware and/or software, books, documents, account records and any other papers which may be in his or her possession, custody or control and which are the property of the Buyer or which otherwise relate in any way to the business or affairs of the Buyer and no copies of the same or any part thereof shall be retained by him or her. He or she shall then (if required by the Buyer) make a declaration that the whole of the provisions of this clause have been complied with.

The Buyer shall immediately pay to Stonestthro all of Stonestthro's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Stonestthro may submit an invoice, which shall be payable immediately on receipt.

Termination or expiry of the agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

The termination of the agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

Governing Law

This Agreement is governed by the laws of England and Wales.

Additional Terms and Conditions – G-Cloud 15 Lot 3: Cloud Migration

These Conditions shall form the basis of the contract between Stonestthro and the Buyer in relation to the sale of Goods and/or Services and are subject to contract. With CCG as material sub contractors in this delivery model.

This Agreement is made on [Date] between:

Consultants with a Conscience Limited ("we"), registered in England and Wales (Company No. 15914737), with our office at 71-75 Shelton Street, London, WC2H 9JQ, and

[Client Name] ("you"), registered in England and Wales (Company No. [Registration Number]), with your office at [Client Address].

1 What This Agreement Covers

- 1.1 You've asked us to provide consultancy services, and we've agreed. These services will be explained in more detail in a separate document called a Statement of Work (or SoW), which both of us will sign.

2 Our Services

- 2.1 We will:
 - 2.1.1 Provide services as described in each SoW.
 - 2.1.2 Use our own skills, tools, and judgement.
 - 2.1.3 Decide how we do the work, but we'll take your requests into account.
 - 2.1.4 Bring our own equipment if needed.
- 2.2 You will:
 - 2.2.1 Make sure we have the information and access we need.
 - 2.2.2 Work with us in good faith.
 - 2.2.3 Not treat us as employees.

3 Deliverables and Feedback

- 3.1 You can raise any issues with our work within 10 business days of us submitting a Deliverable.
- 3.2 We'll work with you to make reasonable fixes if the Deliverable is not as described in the SoW.
- 3.3 If problems can't be resolved, we'll follow the dispute process (see Section 14).

4 Relationship

- 4.1 We're independent contractors. We're not your employees or agents. Neither of us is responsible for the other's commitments.

5 Promises We Both Make

- 5.1 We both confirm that:
 - 5.1.1 We're allowed to enter into this Agreement.
 - 5.1.2 Doing this doesn't break any other legal obligations.
 - 5.1.3 We'll do our work with reasonable care and skill.
- 5.2 We also promise that:
 - 5.2.1 Our work won't break anyone else's intellectual property rights.

6 Fees and Payment

- 6.1 Fees will be detailed in the SoW.
- 6.2 Expenses (if any) must be agreed in advance.
- 6.3 We'll invoice monthly or as set out in the SoW.
- 6.4 Payment is due within 30 days of invoice.
- 6.5 Late payments may incur interest at 2% above the Bank of England Base Rate.

7 Your Responsibilities

- 7.1 You'll:
 - 7.1.1 Give us support and access to people, information, and systems.
 - 7.1.2 Ensure we're safe when working on your premises.
 - 7.1.3 Only ask us to work with software or hardware you legally own or are licensed to use.

8 Hiring Our People

- 8.1 Unless we both agree in writing, neither of us will try to hire or contract anyone working with the other party during the contract or for 12 months after it ends.

9 Ending the Agreement

- 9.1 Either of us can end this Agreement at any time by giving 20 business days' notice.
- 9.2 You'll pay us for all completed work and agreed expenses up to the end date.
- 9.3 Either of us can end the contract immediately if the other is in material breach of or repeatedly breaches the terms of the contract, or becomes insolvent.

10 Confidentiality

- 10.1 We both agree to keep each other's confidential information private, including after this Agreement ends. This includes information shared with employees and contractors.
- 10.2 This doesn't apply to information that:
 - 10.2.1 We already knew.
 - 10.2.2 Becomes public (without our help).
 - 10.2.3 Was shared by someone else legally.
 - 10.2.4 We develop independently.

11 Intellectual Property

- 11.1 Once you've paid us in full, all rights to the work we create for you transfer to you.
- 11.2 We retain rights to our pre-existing materials and know-how.

12 Liability

- 12.1 We maintain professional indemnity and public liability insurance.
- 12.2 Neither party is liable for indirect or consequential loss.
- 12.3 Our total liability is capped at £1,000,000 or total order value which ever is the lower amount.
- 12.4 We're not responsible for delays caused by each other.

13 Data Protection

- 13.1 You're the Data Controller. We're the Data Processor.
- 13.2 We'll only process personal data as you instruct.
- 13.3 We'll keep data secure and follow data protection laws.
- 13.4 We'll notify you if there's a breach or legal request.
- 13.5 We'll return or delete data when the Agreement ends.

14 Resolving Disputes

- 14.1 We'll try to resolve any issues informally.
- 14.2 If that doesn't work, we'll consider mediation before going to court.
- 14.3 Legal action is a last resort.

15 Miscellaneous

- 15.1 This Agreement (with any SoW) is our full agreement.
- 15.2 Changes must be agreed in writing.
- 15.3 If part of the Agreement is invalid, the rest remains in effect.
- 15.4 We can't transfer this Agreement without each other's consent.
- 15.5 English law applies.

Signed:

Name:

For and on behalf of Consultants with a Conscience Ltd

Date:

Name:

For and on behalf of the Client

Date: