

Supplementary Terms – G-Cloud Services

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1. Introduction

These Supplementary Terms form part of the agreement between Confi Consultancy Ltd (“Confi”) and the Buyer for services procured under the G-Cloud Framework.

These terms provide additional service-specific provisions to support clarity between the parties regarding delivery, responsibilities, service operation, and commercial arrangements.

These terms apply only to services purchased through the G-Cloud Framework and do not replace or alter the standard G-Cloud Framework Terms or the Call-Off Contract.

2. Definitions

Buyer: The customer organisation procuring the services under the G-Cloud Call-Off Contract.

Call-Off Contract: The contract entered into between the Buyer and Confi under the G-Cloud Framework.

Services: The services provided by Confi as described within the relevant Service Definition and Call-Off Contract.

Deliverables: The outputs or artefacts produced by Confi specifically for the Buyer as part of the Services.

Confidential Information: All information disclosed between the parties that is identified as confidential or would reasonably be understood as confidential.

3. Application of these Terms

- These Supplementary Terms apply to all Services delivered by Confi under a G-Cloud Call-Off Contract, unless expressly agreed otherwise in writing.
- These terms do not override or conflict with the G-Cloud Framework Terms or Call-Off Contract. Where a conflict arises, the G-Cloud Call-Off Contract prevails.
- Any amendments to these Supplementary Terms must be agreed in writing by both parties.

4. Services and Deliverables

- Confi shall deliver the Services with reasonable care, skill, and diligence in accordance with good industry practice.
- The scope of Services and Deliverables will be set out within the Service Definition and Call-Off Contract, including any agreed Statement of Work or Proposal (if used).
- Deliverables will be provided in a suitable format agreed between the parties.
- Any work outside the agreed scope will be subject to a formal written change request and may incur additional costs. No out-of-scope work will be undertaken without written agreement from the Buyer.
- Confi may provide guidance, recommendations, and advice as part of the Services; the Buyer remains responsible for decisions and actions taken as a result of such guidance.

5. Client Responsibilities

- The Buyer shall provide Confi with timely access to information, systems, documentation, personnel, and stakeholders necessary for the performance of the Services.
- The Buyer is responsible for obtaining and maintaining any internal approvals required for Confi to perform the Services.
- The Buyer shall ensure that appropriate decision-makers are available to support progress and to review and approve Deliverables where required.
- The Buyer is responsible for the management of any third parties whose activities may impact the Services, unless otherwise agreed.
- The Buyer retains responsibility for business decisions, ownership of benefits realisation, and embedding Deliverables into business-as-usual operations unless otherwise agreed.

6. Fees, Invoicing and Expenses

- Fees for the Services will be charged in accordance with the pricing published on G-Cloud or as otherwise agreed in the Call-Off Contract.
- Unless otherwise agreed, Confi shall invoice monthly in arrears for Services delivered during the preceding month.
- Payment terms are strictly 30 days from the date of invoice, in line with G-Cloud requirements.
- Expenses are not included in the day rate. Travel or reasonable expenses will only be incurred with the Buyer's prior written approval and will be charged at cost in line with government policy.
- Time spent travelling is chargeable only where explicitly agreed in advance.

7. Intellectual Property Rights

- The Buyer shall own all Intellectual Property Rights in the final Deliverables created specifically for the Buyer under the Call-Off Contract.
- Confi retains all rights in pre-existing Intellectual Property, methodologies, tools, frameworks, templates, and knowledge used in the delivery of the Services.
- Confi grants the Buyer a non-exclusive, royalty-free, perpetual licence to use Confi proprietary materials incorporated in the Deliverables for internal purposes only.
- The Buyer shall not share, commercialise, or reuse Confi proprietary materials outside its organisation without prior written consent.

8. Data Protection and Confidentiality

- Both parties shall comply with all applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.
- Where Confi processes personal data on behalf of the Buyer, such processing will be carried out in accordance with the Call-Off Contract and a Data Processing Schedule (if required).
- Each party shall treat as confidential all Confidential Information received from the other party and shall not disclose such information to any third party without prior written consent, unless required by law.
- The obligations in this clause shall continue for five (5) years after termination of the Call-Off Contract.

9. Personnel, Subcontracting and Security Clearance

- Confi shall ensure that personnel assigned to deliver the Services possess appropriate skills, experience, and qualifications.
- Confi may only subcontract elements of the Services with the prior written approval of the Buyer. Confi remains responsible for the performance of subcontractors.
- Where roles require security vetting, Confi will ensure personnel hold the appropriate level of clearance (BPSS, SC or DV) before commencing related work, subject to availability.
- The Buyer is responsible for initiating and providing access to its own onboarding, vetting or clearance processes where required.

10. Service Delivery Model (Remote/Onsite)

- Services are delivered on a remote-first basis unless onsite attendance is specifically required and agreed by both parties.
- Onsite attendance, if required, will be agreed in advance and may be subject to additional cost, including travel and subsistence in line with clause 6.4.
- Where access to client sites, systems, or facilities is required, the Buyer shall provide the necessary access, equipment, and permissions.

11. Liability and Insurance

- Nothing in these terms' limits either party's liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited by law.
- Subject to clause 11.1, Confi's total aggregate liability arising under or in connection with the Call-Off Contract, whether in contract, tort or otherwise, shall be limited to a maximum of 100% of the total fees paid or payable under the Call-Off Contract.
- Confi maintains £5 million Professional Indemnity Insurance and £5 million Public Liability Insurance. Evidence of insurance can be provided upon request.

12. Termination

- Either party may terminate the Call-Off Contract in accordance with the termination provisions set out within the G-Cloud Framework and Call-Off Contract.
- On termination, Confi will provide an orderly handover of materials and reasonable support to transition services, subject to payment of applicable fees.
- Termination will not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination.

13. Dispute Resolution

- The parties shall seek to resolve disputes promptly and in good faith through dialogue between senior representatives.
- If a dispute is not resolved within 30 days, either party may escalate the matter in line with the Call-Off Contract.
- Nothing prevents either party from seeking interim relief through the courts where necessary.

14. General

- These Supplementary Terms may be updated by Confi from time to time; changes will not apply retrospectively to existing Call-Off Contracts unless agreed.
- If any provision of these terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- These terms are governed by and construed in accordance with the laws of England and Wales.
- Any notices shall be issued in accordance with the Call-Off Contract.