



# Ore Technologies – Terms & Conditions

## Cloud Support Services

### Lot 3 – G-Cloud15

## 1. Introduction and purpose

These Terms and Conditions set out the basis on which Ore Technologies Ltd (“the Supplier”) provides Cloud Support services to Buyers under the G-Cloud 15 Framework Agreement (“the Framework”).

They are intended to provide clarity and transparency about how services are delivered, how responsibilities are shared, and how risks are managed. These Terms and Conditions are designed to work alongside the Framework Agreement and the applicable Call-Off Contract, rather than replace them.

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

1. the Call-Off Contract
2. the Framework Agreement
3. these Terms and Conditions
4. the applicable Service Definition

## 2. Scope of services

The Supplier provides Cloud Support services as described in the relevant Service Definition and as agreed in the Call-Off Contract.

Services are delivered on a consultancy, delivery support and assurance basis. This includes activities such as planning, coordination, governance, mobilisation, assurance and optimisation of cloud-enabled services.

Unless explicitly agreed in writing as part of the Call-Off Contract, the Supplier does not provide:

- cloud hosting or infrastructure services
- ongoing managed cloud operations
- 24/7 operational monitoring
- end-user helpdesk or first-line support

## 3. Service delivery approach

The Supplier delivers services using a remote-first model, enabling efficient collaboration and value for money. Where onsite delivery is required, this can be agreed as part of the Call-Off Contract.



Services are delivered using recognised delivery approaches such as Agile and PRINCE2, where appropriate to the Buyer's governance model. The Supplier works collaboratively with Buyer teams and other suppliers to ensure clear roles, shared understanding and effective coordination.

The Supplier will exercise reasonable skill, care and diligence in the performance of the services and will apply good industry practice throughout delivery.

## 4. Buyer responsibilities

Successful delivery of Cloud Support services relies on effective collaboration. The Buyer is responsible for:

- providing timely access to relevant systems, environments, documentation and information
- making available appropriate stakeholders and decision-makers
- ensuring cooperation between the Supplier and any third-party suppliers involved in delivery
- complying with agreed governance, decision-making and escalation processes

Where delays or issues arise due to factors outside the Supplier's reasonable control, delivery timelines and costs may need to be reviewed and agreed with the Buyer.

## 5. Use of subcontractors and partners

The Supplier may use appropriately skilled subcontractors or delivery partners to support the provision of services where this adds value or capacity.

The Supplier remains fully responsible for the acts and omissions of its subcontractors and partners and retains overall accountability for service delivery under the Call-Off Contract. All subcontractors are required to comply with relevant contractual, security and confidentiality obligations.

## 6. Charges and payment

Charges for services are as set out in the Call-Off Contract.

Unless otherwise agreed, services are charged on a time and materials basis or as a fixed price for clearly defined and bounded scopes of work. Any expenses or additional costs must be agreed in advance with the Buyer.

Invoices will be submitted in accordance with the Call-Off Contract and paid within the agreed payment terms. The Supplier is committed to fair and prompt payment practices.

## 7. Intellectual property rights

Intellectual property rights are governed by the Framework Agreement and the Call-Off Contract.

Unless otherwise agreed:



- the Buyer retains ownership of its existing intellectual property
- the Supplier retains ownership of its pre-existing materials, tools, templates and methodologies
- the Buyer is granted appropriate rights to use deliverables produced as part of the services

Nothing in these Terms and Conditions restricts either party's ability to use its own background intellectual property.

## 8. Confidentiality

Each party agrees to keep confidential any information disclosed in connection with the services that is marked as confidential or would reasonably be considered confidential.

Confidential information shall not be disclosed to third parties except:

- as permitted under the Call-Off Contract
- where required by law
- where disclosure is necessary for the delivery of the services and subject to appropriate safeguards

These confidentiality obligations continue after termination of the Call-Off Contract.

## 9. Data protection

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

Where the Supplier processes personal data on behalf of the Buyer, the parties shall comply with the data protection provisions set out in the Call-Off Contract, including any data processing agreement or schedule.

The Supplier applies appropriate technical and organisational measures to protect personal data processed in connection with the services.

## 10. Information and personnel security

The Supplier applies proportionate information and personnel security controls appropriate to the nature of the services being delivered.

This includes:

- staff screening appropriate to role and risk
- confidentiality and acceptable use obligations for delivery staff
- BPSS-level personnel available where required by the Buyer
- application of security-by-design principles during delivery

The Supplier does not claim formal certification to BS7858:2019 unless explicitly stated.



## 11. Liability and insurance

Liability is governed by the Framework Agreement and the Call-Off Contract.

Nothing in these Terms and Conditions limits or excludes liability for:

- death or personal injury caused by negligence
- fraud or fraudulent misrepresentation
- any other liability that cannot be excluded by law

The Supplier maintains appropriate insurance cover in line with the requirements of the Framework Agreement.

## 12. Term, suspension and termination

The term of services is defined in the Call-Off Contract.

Rights to suspend or terminate services, including for convenience or breach, are governed by the Call-Off Contract and the Framework Agreement.

On termination, the Supplier will support an orderly transition, including reasonable knowledge transfer, as agreed with the Buyer.

## 13. Force majeure

Neither party shall be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control, in accordance with the Call-Off Contract.

## 14. Governing law and jurisdiction

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.