



# **Demand & Capability (DaC) Cloud Support Terms & Conditions**

Version 4.2 | January 2026

---

These Terms & Conditions govern the provision of Demand & Capability (DaC) Cloud Support services by IVARTY Consulting Ltd under the CCS G-Cloud 15 Framework Agreement, Lot 3 Cloud Support.

# 1. Introduction

These Terms & Conditions ("T&Cs") govern the provision of Demand & Capability (DaC) Cloud Support services by IVARTY Consulting Ltd ("Supplier") to the Customer under the CCS G-Cloud 15 Framework Agreement, Lot 3 Cloud Support. They should be read in conjunction with the Service Definition, Pricing Document, and engagement-specific Statement of Work, which together form the contractual agreement.

The Supplier is committed to delivering social value through environmental sustainability, charitable partnerships with Down's Syndrome Scotland and Oor Club, comprehensive Equality Diversity and Inclusion policy, and skills development focus, as detailed in the Service Definition document.

In the event of any conflict between contractual documents, the order of precedence established by the CCS G-Cloud 15 Framework Agreement is: (1) G-Cloud 15 Framework Agreement, (2) Call-Off Contract, (3) Statement of Work, (4) Pricing Document, (5) Service Definition, (6) These Terms & Conditions. This hierarchy ensures clarity and consistency across all contractual documentation.

---

## 2. Company Details

**Company Name:** IVARTY Consulting Ltd

**Registered in Scotland:** SC579411

**VAT Number:** 481446578

**Established:** 2017

**Registered Office:** Paterson Way, Cambusbarron,  
Stirling FK7 9RF, United Kingdom

The Supplier operates as a specialist boutique cloud advisory consultancy focused exclusively on UK public sector cloud transformation, led by co-directors Steve Metcalfe and Mary McLuskey MBA with complementary technical and strategic expertise.

# 3. Scope of Services

The Supplier shall provide Demand & Capability (DaC) Cloud Support services in accordance with the agreed Statement of Work. Services encompass cloud advisory support across seven core pillars: Cloud Strategy and Planning, Cloud Architecture and Design, Cloud Migration and Transformation, Cloud Cost Optimisation, Cloud Governance and Operating Model, Cloud Security and Compliance, and Cloud Capability Development, as detailed in the Service Definition document.

 **Services Explicitly Out of Scope**

The Supplier provides advisory services only. Services explicitly out of scope include cloud infrastructure implementation, operational delivery, managed services, programme management office functions, and software development. Customers requiring implementation or operational capabilities should engage separate suppliers with implementation expertise. The Supplier can provide recommendations for implementation partners where requested.

Any services not explicitly included in the Statement of Work will only be delivered subject to a mutually agreed amendment managed through the change control process defined in Section 13 of these Terms & Conditions.

All Demand and Capability services relate exclusively to cloud initiatives, cloud services, or cloud-enabled delivery capability.

# 4. Service Delivery

Services are delivered following a structured four-stage engagement process comprising Discovery and Scoping, Mobilisation, Delivery, and Closure and Transition, as detailed in the Service Definition document. Specific activities, timescales, and governance mechanisms for each stage are confirmed in the Statement of Work.

|                       |                        |
|-----------------------|------------------------|
| 01                    | 02                     |
| Discovery and Scoping | Mobilisation           |
| 03                    | 04                     |
| Delivery              | Closure and Transition |

Resources provided under this agreement are aligned to the Skills Framework for the Information Age (SFIA) at levels 5 to 7, with specific SFIA level assignments confirmed in the Statement of Work based on engagement complexity and deliverable requirements. All resources at the same SFIA level are charged at the same day rates as specified in the Pricing Document, regardless of whether sourced from the Supplier's core team, trusted associate network, or through the Supplier's strategic partnership with Brightwork Recruitment.

Services are delivered remotely by default using customer-provided collaboration tools (Microsoft Teams, Zoom, or equivalent), supporting the Supplier's environmental sustainability commitments through reduced travel. Where on-site attendance at customer facilities is specifically required by the Customer, this is accommodated within the day rates specified in the Pricing Document with no additional charges for travel, subsistence, or accommodation.

All advisory deliverables are subject to internal quality assurance and technical peer review by a Cloud Advisory Director before submission to the Customer, ensuring technical rigour, evidence-based recommendations, and alignment to industry best practices and frameworks. Quality assurance processes are detailed in the Service Definition document.

Supplier personnel will adhere to agreed timelines, quality standards, and governance arrangements as specified in the Statement of Work. Progress is tracked through regular checkpoint meetings with issue escalation routes established during the Mobilisation stage.

The Customer shall provide timely access to personnel, systems, documentation, data extracts, configuration exports, and premises as reasonably required to enable effective delivery of advisory services. Dependencies and access requirements are identified in the Statement of Work with realistic timescales agreed collaboratively.

## 5. Security Clearance

Where security clearance is required by the Customer, Supplier personnel will undergo appropriate security vetting at the level specified (Baseline Personnel Security Standard, Security Check, or Developed Vetting). Security clearance requirements are confirmed in the Statement of Work during the Discovery stage.

Clearance processing timescales are outside the Supplier's control and are managed by UK Government vetting authorities. Typical processing timescales are 4 to 6 weeks for BPSS, 8 to 12 weeks for SC, and 18 to 26 weeks for DV. These timescales are factored into engagement planning and resource mobilisation schedules during the Discovery and Mobilisation stages.

All costs associated with security clearance processing, including application fees and administrative costs, are included within the day rates specified in the Pricing Document. No additional charges are applied for security clearance processing.

---

## 6. Subcontracting and Resource Partners

The Supplier may engage specialist subcontractors or resource partners, including Brightwork Recruitment (UK-wide specialist technology recruitment business), to deliver services where this provides access to specialist skills or enables resource scaling to meet Customer requirements. The use of subcontracted resources maintains the Supplier's director-led delivery model with director oversight and quality assurance applied to all resources regardless of sourcing mechanism.

All subcontracted resources undergo the Supplier's standard onboarding process, work under direct Supplier supervision, and are subject to the same quality assurance, security vetting, and professional standards as core team members. Resources at the same SFIA level are charged at the same day rates regardless of sourcing mechanism, ensuring pricing transparency and consistency.

Subcontracting arrangements, where applicable, are identified in the Statement of Work with resource sourcing mechanisms disclosed transparently. The Supplier retains full responsibility and liability for all work delivered under this agreement regardless of whether performed by core team members, trusted associates, or subcontracted resources.

The Customer may request details of proposed subcontracted resources during the Mobilisation stage, and the Supplier will provide CV summaries and SFIA level confirmations for review and approval before resource deployment.

# 7. Charges, Payment & VAT

Fees are calculated based on the SFIA-aligned day rates set out in the Pricing Document and the resource allocation and person-day estimates agreed in the Statement of Work. Day rates are fixed per SFIA level ensuring pricing transparency and consistency.

## Expenses Included

All expenses including travel, subsistence, and accommodation are included within the day rates specified in the Pricing Document. The Supplier operates a remote-first delivery model which minimises travel requirements and associated costs while supporting environmental sustainability commitments. Where on-site attendance at customer facilities is specifically required by the Customer, this is accommodated within the quoted day rates with no additional expense charges.

## VAT Treatment

All fees are exclusive of Value Added Tax (VAT), which will be applied at the prevailing UK rate and shown separately on invoices. The Supplier is VAT-registered (VAT Number 481446578) and issues VAT invoices in accordance with HMRC requirements.

# Invoicing Arrangements

- For time and materials engagements, invoicing is conducted monthly in arrears based on person-days delivered during the invoice period, with supporting timesheets provided.
- For fixed-price engagements, invoicing is based on deliverable acceptance milestones as specified in the Statement of Work.
- Payment is due within 30 calendar days of invoice receipt unless alternative payment terms are agreed in the Statement of Work.
- The Supplier reserves the right to suspend services in the event of non-payment beyond agreed terms, with reasonable notice provided to the Customer to allow resolution.

Volume discounts and repeat engagement discounts as specified in the Pricing Document are applied automatically where applicable and reflected in invoicing. Discount calculations are shown transparently on invoices for Customer verification.

# 8. Customer Obligations

The Customer shall:

1. Provide timely access to systems, cloud environments, data, documentation, configuration details, and personnel as reasonably required to enable the Supplier to conduct assessments, analysis, and advisory activities as specified in the Statement of Work.
2. Appoint a designated liaison or sponsor with appropriate authority to facilitate engagement delivery, coordinate access to Customer resources, make timely decisions on recommendations, and escalate issues where necessary.
3. Provide timely decisions, approvals, and feedback on deliverables to enable the Supplier to meet agreed milestones and maintain engagement progress in accordance with the Statement of Work.
4. Ensure that Customer personnel participating in workshops, interviews, or validation activities have appropriate knowledge, authority, and availability to contribute effectively.
5. Provide necessary data extracts, configuration exports, cost and usage reports, or environment access within agreed timeframes to enable analysis activities.

Where Customer dependencies are not met within agreed timeframes, the Supplier will work collaboratively with the Customer to adjust engagement plans, timescales, or deliverables through the change control process to maintain delivery quality and realistic expectations.

# 9. Confidentiality

Both parties shall treat all information disclosed during this engagement as confidential and shall not disclose such information to third parties except as required by law, professional regulation, or as agreed in writing by the disclosing party.

Confidential information includes (without limitation) business strategies, technical architectures, cost data, organisational structures, security configurations, personal data, and any information marked as confidential or which would reasonably be considered confidential given the nature and circumstances of disclosure.

The obligation of confidentiality does not apply to information that is publicly available, already known to the receiving party, independently developed by the receiving party, or required to be disclosed by law or regulatory authority.

Both parties shall implement appropriate technical and organisational measures to protect confidential information from unauthorised access, use, or disclosure, in accordance with UK GDPR requirements and the Supplier's ISO 27001-aligned information security management practices.

---

# 10. Data Protection & Security

The Supplier complies with UK General Data Protection Regulation (UK GDPR), Data Protection Act 2018, and applicable cybersecurity standards including Cyber Essentials certification and ISO 27001 principles for information security management. The Supplier is registered with the Information Commissioner's Office (ICO) as a data controller.

Personal data and sensitive data processed in connection with the delivery of services will be handled lawfully, fairly, and transparently, and only for the purpose of delivering the services specified in the Statement of Work. Data processing activities, purposes, and lawful bases are documented in engagement-specific data processing agreements where required.

## Data Retention

Customer data accessed during advisory engagements is retained only for the duration required to deliver agreed services and is securely deleted or returned to the Customer upon engagement completion unless otherwise agreed for warranty or audit purposes. Data retention periods are specified in the Statement of Work.

## Data Transfer

The Supplier does not transfer customer data outside the United Kingdom without explicit Customer consent and appropriate data transfer safeguards in accordance with UK GDPR requirements. All data processing and storage occurs within UK-based systems unless otherwise agreed.

## Customer Responsibility

The Customer retains responsibility for internal data governance policies, data classification schemes, and employee data management. The Supplier will work within Customer-defined data handling requirements and security classifications as specified in the Statement of Work.

# 11. Compliance and Certifications

The Supplier operates in accordance with the Modern Slavery Act 2015 and is a member of Scotland Against Modern Slavery (SAMS). The Supplier has appropriate policies and procedures in place to prevent modern slavery and human trafficking in its business operations and supply chain, including due diligence on resource partners such as Brightwork Recruitment.

The Supplier holds Cyber Essentials certification demonstrating implementation of baseline cybersecurity controls aligned to UK National Cyber Security Centre (NCSC) guidance. Certification status is verified annually and certificates are available on request.

The Supplier operates in accordance with ISO 27001 principles for information security management including risk assessment, access control, incident management, business continuity, and supplier management. While not formally certified to ISO 27001, the Supplier's information security practices are aligned to the standard's requirements.

The Supplier complies with all applicable statutory and regulatory requirements including UK GDPR for data protection, Health and Safety at Work Act 1974, Equality Act 2010, and relevant tax obligations including VAT and PAYE for employed personnel.

---

## 12. Insurance

### Professional Indemnity Insurance

The Supplier maintains Professional Indemnity Insurance providing cover for errors and omissions in professional advisory services with minimum coverage of **£2,000,000** (two million pounds). Professional Indemnity Insurance is maintained throughout the term of any active engagement and for a minimum of six years following engagement completion to cover latent defects or delayed claims.

### Employers Liability Insurance

The Supplier maintains Employers Liability Insurance as required by UK law with minimum coverage of **£5,000,000** (five million pounds) per claim, covering liability for injury or illness to employees or subcontracted personnel engaged in service delivery.

Certificates of insurance are available on request and will be provided to the Customer during the Mobilisation stage or upon reasonable request at any time during the engagement. The Supplier will notify the Customer immediately if insurance coverage is cancelled, materially reduced, or not renewed.

# 13. Intellectual Property

**Pre-existing intellectual property** including the Supplier's methodologies, frameworks (such as the IVARTY Cloud Capability Maturity Model), templates, tools, and know-how remains the property of the Supplier. The Customer is granted a perpetual, non-exclusive, royalty-free licence to use such pre-existing materials for the Customer's internal business purposes only.

**Intellectual property in deliverables** created specifically for the Customer under the Statement of Work, including reports, architecture designs, roadmaps, strategies, policies, technical documentation, and analysis outputs, is assigned to the Customer upon full payment of fees due under the applicable Statement of Work. Assignment is effected automatically upon payment without requirement for further documentation.

The Supplier retains the right to use anonymised case study information and generic knowledge gained from engagements for the purposes of marketing, training, and capability development, provided that no confidential Customer information is disclosed and the Customer's identity is not revealed without prior written consent.

**Third-party intellectual property** including cloud platform vendor frameworks (AWS Well-Architected Framework, Microsoft Azure Well-Architected Framework), industry standards (TOGAF, SFIA), and licensed tools or software used in service delivery remains the property of the respective third parties, with usage subject to applicable licence terms.

---

# 14. Liability & Indemnity

The Supplier's total aggregate liability for any and all claims arising from or in connection with these Terms & Conditions, the Statement of Work, or the provision of services is limited to the greater of: (a) the total fees paid or payable under the applicable Statement of Work, or (b) the limit of the Supplier's Professional Indemnity Insurance (currently £2,000,000), whichever is greater.

## Exclusions to Liability Limitations

Nothing in these Terms & Conditions excludes or limits liability for: (a) death or personal injury caused by negligence, (b) fraud or fraudulent misrepresentation, (c) breach of obligations implied by Section 2 of the Supply of Goods and Services Act 1982, or (d) any other liability that cannot be excluded or limited by applicable law.

Neither party shall be liable to the other for any indirect, consequential, special, or punitive losses or damages including (without limitation) loss of profits, loss of business, loss of revenue, loss of anticipated savings, loss of goodwill, or loss of data, even if advised of the possibility of such losses.

The Customer indemnifies the Supplier against all claims, losses, damages, costs, and expenses arising from: (a) the Customer's misuse of deliverables or services provided by the Supplier, (b) the Customer's failure to implement recommendations in accordance with the Supplier's guidance, (c) the Customer's breach of these Terms & Conditions, or (d) claims by third parties arising from the Customer's use of deliverables.

**Advisory Services Limitation:** The Supplier provides advisory services and recommendations only. Implementation of recommendations and resulting business outcomes remain the Customer's responsibility. The Supplier is not liable for implementation decisions, operational impacts, or business results arising from the Customer's implementation of advisory recommendations. This service does not include delivery resourcing, workforce optimisation, HR services, or non-cloud organisational capability development.

# 15. Force Majeure

Neither party shall be liable for failure or delay in performance of its obligations under these Terms & Conditions to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including (without limitation) acts of God, fire, flood, earthquake, pandemic or epidemic, terrorism, war, civil unrest, strikes or industrial disputes (other than involving the affected party's own employees), failure of telecommunications networks or IT systems, failure of utility services, government restrictions or regulations, or other unforeseeable events.

The affected party shall notify the other party promptly of the force majeure event, providing reasonable details of the nature and expected duration of the event and its impact on the ability to perform obligations. The affected party shall use reasonable endeavours to mitigate the impact of the force majeure event and resume performance as soon as reasonably practicable.

If a force majeure event continues for more than 60 consecutive days and prevents either party from performing its material obligations, either party may terminate the affected Statement of Work by giving written notice to the other party. Upon such termination, the Customer shall pay for services delivered up to the date of termination, and neither party shall have further liability to the other except for obligations that accrued prior to termination.

---

# 16. Term, Exit & Transition

Services commence on the start date specified in the Statement of Work and continue until the end date specified in the Statement of Work or until earlier termination in accordance with these Terms & Conditions. The term for each engagement is established in the applicable Statement of Work based on the scope of work and estimated person-day effort.

## Termination Rights

- Either party may terminate a Statement of Work by giving 30 days written notice to the other party. Early termination by the Customer does not affect the Customer's obligation to pay for services delivered up to the date of termination, including work in progress that has commercial value to the Customer.
- Either party may terminate a Statement of Work immediately by written notice if the other party commits a material breach of these Terms & Conditions and fails to remedy such breach within 14 days of receiving written notice specifying the breach and requiring remedy.

## On termination or expiry of a Statement of Work, the Supplier will:

1. Transfer all completed deliverables, reports, documentation, and work product to the Customer in machine-readable format suitable for ongoing use (Microsoft Office formats, PDF, or other formats agreed in the Statement of Work).
2. Provide knowledge transfer sessions as agreed in the Statement of Work to ensure Customer personnel understand deliverables, recommendations, and can progress implementation or next phases without ongoing Supplier involvement.
3. Securely delete or return all Customer data, confidential information, and access credentials in accordance with UK GDPR requirements and Customer data retention policies, with certificate of deletion provided on request.
4. Offer 30 days post-engagement support at no additional cost to answer clarification queries and questions on deliverables (clarification support only, not additional analysis, work, or deliverables), unless alternative arrangements are agreed in the Statement of Work.

Transition arrangements including knowledge transfer sessions, documentation handover formats, and post-engagement support scope are confirmed during the Closure stage in accordance with the four-stage engagement process detailed in the Service Definition document.

# 17. Amendments & Change Control

Any amendments to these Terms & Conditions or the Statement of Work must be agreed in writing by authorised representatives of both parties. Verbal agreements or informal email exchanges do not constitute binding amendments unless subsequently documented and signed by authorised signatories.

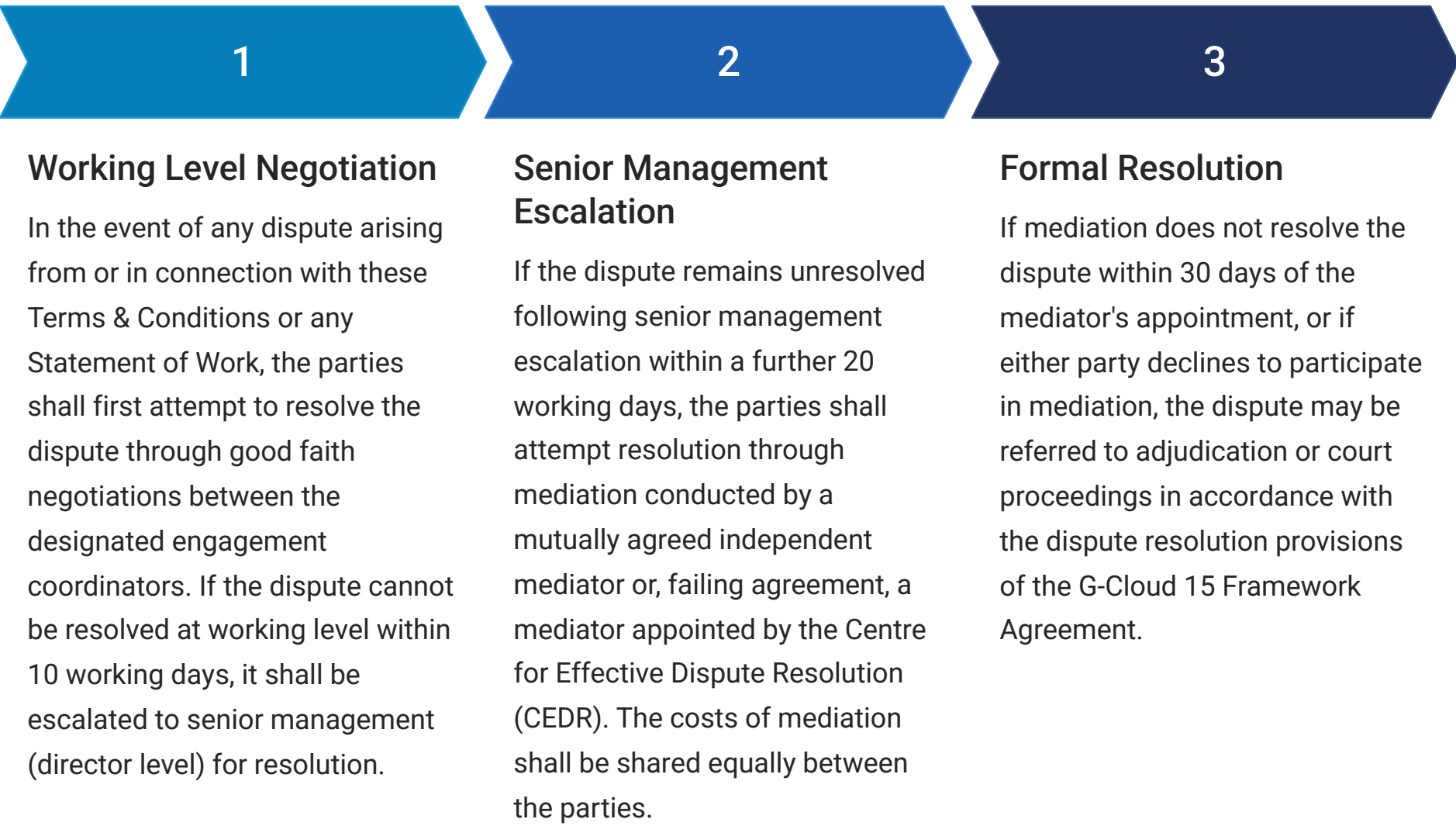
Changes to engagement scope, deliverables, timescales, or resource allocation are managed through a formal change control process. Either party may request a change by submitting a written change request describing the proposed change, rationale, and impact. The Supplier will assess the impact on cost, timescales, dependencies, and deliverables and provide an impact assessment within 5 working days.

If the impact assessment is acceptable to the Customer, the change is implemented through an amendment to the Statement of Work signed by authorised representatives of both parties. No change is implemented until formal agreement is reached and documented, preventing scope creep and ensuring mutual understanding of commitments.

Minor administrative changes such as contact details, meeting schedules, or document formats can be agreed through email exchange between the parties' designated engagement coordinators without requiring formal Statement of Work amendment, provided such changes do not affect scope, deliverables, costs, or timescales.

# 18. Governing Law & Dispute Resolution

These Terms & Conditions and any Statement of Work issued under them are governed by and construed in accordance with the laws of Scotland. The parties irrevocably submit to the exclusive jurisdiction of the Scottish courts for resolution of any disputes arising from or in connection with these Terms & Conditions.



The Supplier is committed to collaborative problem resolution and maintains a track record of zero formal dispute proceedings since establishment in 2017, reflecting the Supplier's approach of transparent communication, realistic commitments, and customer-focused delivery.

# 19. Contact Information

**IVARTY Consulting Ltd**  
Paterson Way, Cambusbarron, Stirling FK7 9RF, United Kingdom  
**Email:** [info@ivarty.com](mailto:info@ivarty.com)  
**Digital Marketplace:** IVARTY Consulting Ltd

**Company Registration:** SC579411  
**VAT Number:** 481446578  
**Document Version:** v4.2 – January 2026  
**Aligned to:** Service Definition v4.1 and Pricing Document v4.1  
**Status:** Final