



IVARTY Consulting Ltd – Strategy & Governance

Terms & Conditions

G-Cloud 15 Lot 3

Version 3.0 | January 2026

Company Details

Company Name: IVARTY Consulting Ltd

Registered in Scotland: SC579411

VAT Number: 481446578

Established: 2017

Registration Information

Registered Office: 15 Paterson Way, Cambusbarron,
Stirling FK7 9RF, UK

Introduction & Scope of Services

1. Introduction

These Terms & Conditions ("T&Cs") govern the provision of the Strategy & Governance advisory service by IVARTY Consulting Ltd ("Supplier") to the Customer under the CCS G-Cloud 15 Framework, Lot 3 – Cloud Support. They should be read alongside the applicable Statement of Work (SoW), Pricing Document, and Service Definition, which form part of the agreement.

3. Scope of Services

All services provided under these Terms relate specifically to cloud services, cloud platforms, or cloud-enabled operating models. The Supplier shall provide the Strategy & Governance advisory services in accordance with the agreed SoW. Services include strategic planning and alignment, governance framework design and implementation, investment portfolio management, PMO design and operating model, benefits realisation and performance management, and target operating model and transformation roadmap. Any services not explicitly included in the SoW will only be delivered subject to a mutually agreed amendment.

4. Service Delivery

Services are delivered remotely by default, with on-site delivery (such as board presentations or senior stakeholder workshops) as agreed in the SoW.

Supplier personnel will adhere to agreed timelines, standards, and governance arrangements.

Customer Requirements

Customers shall provide timely access to senior stakeholders (executives, governance board members), documentation (strategic plans, governance papers, board minutes, performance reports), performance data for KPI baseline establishment, and premises for workshops where physical presence required.

Charges, Payment & Customer Obligations

5. Charges, Payment & VAT

Fees are as set out in the Pricing Document and agreed SoW.

All fees are exclusive of VAT, which will be applied at the prevailing UK rate.

Payment is due within 30 calendar days of invoice receipt unless otherwise stated in the SoW.

Expenses (travel, subsistence, accommodation) are included within day rates for remote-first delivery model. Where exceptional expenses are required, these will be agreed in the SoW and charged at cost.

6. Customer Obligations

The Customer shall:

- Provide access to systems, data, documentation, and personnel as reasonably required for strategy and governance engagements.
- Ensure senior stakeholder availability for strategy workshops and governance design sessions with availability confirmed during mobilisation.
- Appoint a liaison or sponsor to facilitate engagement, typically the Chief Executive, Director of Strategy, or Head of Transformation.
- Ensure timely decisions and approvals including governance board approval timescales where strategies, operating models, or governance frameworks require formal adoption.

7. Confidentiality

Both parties shall treat all information disclosed under this engagement as confidential and shall not disclose it to third parties except as required by law or agreed in writing. This includes strategic plans, board papers, financial forecasts, organisational charts, and commercially sensitive performance data.

Data Protection, Security & Intellectual Property

8. Data Protection & Security

Supplier complies with UK GDPR, Data Protection Act 2018, and applicable cybersecurity standards including Cyber Essentials certification (certificate CE-2024-1147-IVARTY, valid until 15 March 2026).

Personal and sensitive data processed in connection with the services (including strategic plans, board papers, stakeholder information, and organisational data) will be handled only for the purpose of delivering the SoW and will be processed within UK/EU with data residency guarantees.

Data is retained only for the duration required to deliver agreed services (typically engagement period plus 30 days for final reporting) and is securely disposed of using certified data destruction services upon engagement completion.

Customer retains responsibility for internal policies and employee data governance.

9. Intellectual Property

Pre-existing IP remains the property of the respective party. Strategy and governance methodologies, frameworks, and templates remain the intellectual property of IVARTY Consulting Ltd.

Deliverables created for the Customer under the SoW (including strategies, governance frameworks, operating models, PMO blueprints, performance frameworks, and transformation roadmaps) are licensed for the Customer internal use only, unless otherwise agreed in writing.

Strategy and governance frameworks are IVARTY intellectual property enabling consistent delivery across customers. Customers receive strategic outputs and recommendations but not underlying methodologies or assessment tools.

Liability, Insurance & Professional Standards

10. Liability & Indemnity

Supplier liability is limited to the total fees paid under the applicable SoW, except in cases of death, personal injury, fraud, or fraudulent misrepresentation where liability is unlimited.

Neither party shall be liable for indirect or consequential loss including loss of profits, loss of business, loss of reputation, or loss of opportunity.

The Supplier maintains Professional Indemnity Insurance exceeding G-Cloud 15 Lot 3 requirements with aggregate cover of £7,000,000 comprising Professional Indemnity Insurance £1,000,000 per claim, Public Liability Insurance £1,000,000 per claim, and Employers Liability Insurance £5,000,000. Insurance certificates demonstrating compliance are available on request.

The Customer indemnifies the Supplier against claims arising from misuse of deliverables or services, including claims arising from Customer implementation of strategies, operating models, or transformation initiatives outside the scope of advisory services provided.

The Supplier provides advisory services only and accepts no responsibility for the implementation or operation of cloud services.

14. Insurance & Professional Standards

The Supplier maintains the following insurance coverage throughout the contract term:

Professional Indemnity Insurance	£1,000,000 per claim
Public Liability Insurance	£1,000,000 per claim
Employers Liability Insurance	£5,000,000
Aggregate Cover Total	£7,000,000

Aggregate cover totals £7,000,000 exceeding G-Cloud 15 Lot 3 minimum requirements. Insurance is renewed annually with continuous cover maintained. Certificates demonstrating current coverage are available on request.

All strategy and governance engagements are conducted by qualified practitioners holding professional certifications appropriate to their role including TOGAF (enterprise architecture), MSP or PgMP (programme management), PRINCE2 or PMP (project management), or equivalent professional qualifications demonstrating competence in strategic planning, governance design, and organisational transformation.

Quality assurance of all deliverables is provided by the Consulting Director with independent peer review for complex or high-stakes strategies ensuring objectivity, calibration, and board credibility.

Term, Exit & Governance

11. Term, Exit & Transition

Services commence on the agreed start date and continue until the end date in the SoW.

On termination or expiry, Supplier will:

- Transfer all deliverables, reports, and documentation (strategies, governance frameworks, operating models, PMO blueprints, transformation roadmaps) in machine-readable formats.
- Provide knowledge transfer as agreed in the SoW, including explanatory sessions on strategies and frameworks.
- Securely delete or return Customer data in accordance with UK GDPR.
- Offer 30 days post-engagement support at no additional cost.

12. Amendments & Variations

Any amendments to these T&Cs or the SoW must be agreed in writing by authorised representatives of both parties. Variations are managed through formal change control process.

13. Governing Law & Dispute Resolution

These T&Cs are governed by the laws of England, Wales & Scotland, client location determined.

Parties shall use reasonable endeavours to resolve disputes amicably through escalation to senior management before recourse to courts or arbitration.

15. Framework Compliance & Document Hierarchy

Services are delivered in accordance with the CCS G-Cloud 15 Framework Agreement. In the event of conflict between documents, the order of precedence is:

1. G-Cloud 15 Framework Agreement (governs overall relationship)
2. Call-Off Contract (governs specific engagement)
3. Statement of Work (takes precedence for engagement-specific terms, deliverables, and timescales)
4. Pricing Document (governs commercial and pricing matters)
5. Service Definition (governs scope, capabilities, and delivery approach)
6. Terms & Conditions (governs contractual terms not specified in higher-precedence documents)

16. Contact Details

IVARTY Consulting Ltd

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Company Registration: SC579411

VAT Number: 481446578

ICO Registration: ZA796363



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Aligned to: Service Definition v3.0, Pricing Document v3.0

Status: Final