



Hamden Technology Ltd – Terms & Conditions

Cloud Support Services Version 1.1 – November 2025

1. Introduction

These Terms and Conditions apply to all Cloud Support Services delivered by **Hamden Technology Ltd**, a company registered in England & Wales. They form the contractual basis for services purchased under the G-Cloud Framework (Lot 3: Cloud Support).

By purchasing services from Hamden Technology, the Buyer agrees to these Terms.

2. Definitions

- **“Buyer”**: The public-sector organisation purchasing services under G-Cloud.
- **“Supplier” / “Hamden Technology”**: Hamden Technology Ltd.
- **“Services”**: Cloud Support Services delivered under Lot 3.
- **“Working Day”**: Monday to Friday, excluding UK public holidays.
- **“Developed Materials”**: Outputs created by Hamden during delivery.
- **“Framework Contract”**: G-Cloud 15 Framework Agreement.
- **“Call-Off Contract”**: Specific contract between Buyer and Hamden.

3. Service Scope

Hamden provides Cloud Support services including:

- Cloud migration & planning
- Environment setup & configuration
- Cloud architecture design
- DevOps & CI/CD automation
- Application support & optimisation
- Quality assurance & performance testing
- Security configuration & best-practice alignment
- Ongoing cloud support
- Training & handover

A detailed Service Definition Document sets out full offerings.

4. Responsibilities of the Supplier

Hamden Technology will:

- Deliver services with reasonable skill, care and diligence
- Provide qualified cloud engineers, architects and consultants
- Follow industry best practice and UK Government guidance
- Maintain BPSS screening for staff
- Comply with UK GDPR
- Meet response times as defined in the Service Levels section
- Provide regular updates to the Buyer
- Escalate issues where required

5. Responsibilities of the Buyer

The Buyer must:

- Provide timely access to relevant systems and environments
- Supply accurate information and documentation
- Ensure internal stakeholder availability
- Maintain control of cloud accounts (where applicable)
- Approve decisions and changes in reasonable timeframes

Hamden is not liable for delays caused by restricted access or missing information.

6. Service Levels

As per the Service Definition:

- Monday–Friday, 09:00–17:00 UK time
- Critical issues: 2 hours
- High: 8 hours
- Medium: 1 business day
- Low: 3 business days

Enhanced SLAs may be agreed at extra cost.

7. Pricing and Payment

- Pricing is defined in the Pricing Document.
- Invoices are issued monthly in arrears unless otherwise agreed.
- Payment terms: **30 days** from invoice date (aligned with UK public-sector norms).
- Travel or on-site work (if required) may incur additional charges.

No “price on application” models are used.

8. Intellectual Property Rights (IPR)

- Buyer retains ownership of all pre-existing IPR.
- Hamden retains ownership of its reusable frameworks, code libraries and methods.
- IPR for developed outputs will be assigned as agreed within the Call-Off Contract.
- Buyer receives a perpetual, royalty-free licence for all deliverables created for them.

9. Data Protection

Hamden shall:

- Process personal data only under the Buyer's written instructions
- Maintain UK GDPR-compliant security practices
- Ensure data is not transferred outside the UK without approval
- Report data breaches in line with ICO and G-Cloud requirements

Buyer remains the **Data Controller** at all times.

10. Security

- All staff are BPSS-screened
- MFA is used for all Hamden systems
- Access is granted on least-privilege basis
- Hamden follows secure coding and deployment standards (OWASP)
- No external subcontractors are used for delivery

Hamden will notify the Buyer of any security incidents affecting the service.

11. Confidentiality

Both parties will:

- Maintain confidentiality of each other's information
- Use disclosed information only for the purpose of the contract
- Not share sensitive, internal or personal data with third parties
- Follow UK Data Protection legislation

Confidentiality obligations continue after contract termination.

12. Change Control

Any alterations to scope, timeline or pricing must be agreed formally through a **Change Request**.

Work will not begin until the Buyer confirms written approval.

13. Termination

Termination will be governed by the G-Cloud Framework and Call-Off Contract terms. Either party may terminate in accordance with:

- Material breach
- Insolvency
- Mutual agreement
- Buyer ceasing the requirement

Upon termination, Hamden will support orderly offboarding.

14. Offboarding

Hamden will provide:

- Access removal
- Handback documentation
- Data export (SQL/CSV/JSON)
- Knowledge transfer
- Final architectural and support reports

All Buyer data will be securely returned or deleted on instruction.

15. Liability

- Liability is capped according to the Call-Off Contract
- Hamden is not liable for:
 - Loss of profit
 - Indirect or consequential losses
 - Delays caused by third-party cloud providers
 - Buyer's failure to provide access or accurate information

16. Governing Law

These Terms are governed by the laws of **England and Wales**. Disputes are subject to the exclusive jurisdiction of English courts.

17. Contact

Hamden Technology Ltd

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