



Consulting | Integration | Apps | Training

G-Cloud 15

Terms & Conditions

Jan 2026

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1 Definitions

For the purposes of this Agreement:

- 1.1 “Agreement” means these Terms and Conditions together with any associated Statement of Works, proposals, quotations, or written variations agreed between the parties.
- 1.2 “Client” means the organisation or individual purchasing services or licences from Smarter Business Processes.
- 1.3 “Services” means the consultancy, training, support, software tools, or other services provided by Smarter Business Processes under this Agreement.
- 1.4 “Deliverables” means any materials, documents, configurations, workflows, or outputs produced as part of the Services.
- 1.5 “Confidential Information” means all information disclosed by either party that is identified as confidential or would reasonably be understood to be confidential.
- 1.6 “Intellectual Property” means all copyrights, trademarks, trade secrets, know-how, and other proprietary rights.

2 Commitment to Client Success

The success of our clients' projects is central to our work. We aim to deliver outcomes that encourage clients to provide positive testimonials, for which we will request permission at the appropriate time.

3 Statement of Works and Budgeting

- 3.1 Wherever possible, a Statement of Works (SoW) and corresponding budget will be agreed in advance, resulting in a formal quotation.
- 3.2 We adhere to the agreed quotation provided the statement remains unchanged.
- 3.3 Minor, reasonable levels of scope variation (“scope creep”) may occur and are accepted within limits.

4 Time and Materials Engagements

- 4.1 For projects involving a discovery phase where scope evolves, estimates and budgets will be updated collaboratively.
- 4.2 Such work is typically charged on a Time and Materials (T&M) basis.
- 4.3 Clients should raise any concerns regarding budget or progress promptly so they can be addressed.

5 Warranty of Workmanship

If a workflow or function fails due to our workmanship, we will correct the issue at no additional cost.

6 Data Integrity, Quality, and Security

- 6.1 Protecting the integrity, quality, and security of client data is a priority.
- 6.2 Where we identify risks that may lead to data corruption or leakage, we will advise the client accordingly.
- 6.3 Clients are expected to respond promptly and constructively to such recommendations.

7 Confidentiality

All confidential information provided by clients—whether oral, written, or digital—will remain confidential under this Agreement.

8 Client Point of Contact

Clients should appoint a primary point of contact to liaise with us, introduce relevant colleagues, and ensure appropriate internal communication.

9 Cancellation of Scheduled Conference Calls

A minimum of 24 hours' notice is required to cancel scheduled conference calls. Where insufficient notice is provided, we reserve the right to invoice for the reserved but unused time.

10 Payment Terms

- 10.1 New clients are required to pay 50% of the anticipated project cost upfront, with the balance due upon completion.
- 10.2 For longer-term engagements, invoices are issued monthly and payable within 14 days.
- 10.3 Payments may be made in a wide range of currencies.

11 Smarter Apps Licensing

- 11.1 Smarter Apps annual licences must be paid in advance by credit card or bank transfer.
- 11.2 Clients must appoint a lead contact responsible for reporting issues and providing sufficient detail regarding any faults encountered.

- 11.3 We will respond within two working days and notify the client once the issue has been identified and resolved.
- 11.4 When reselling third-party licences (e.g., Smartsheet, AppSheet, Airtable, AWS), the provider's own terms and conditions apply.
- 11.5 Smarter Apps and SmarterControls4Sheets (SC4S) are protected by copyright. By subscribing, clients agree not to copy or reverse-engineer any part of the solution.

12 Termination

- 12.1 Ongoing consultancy contracts may be terminated by either party with one month's notice.
- 12.2 Smarter Apps annual subscribers must provide notice at least three months before renewal; otherwise, the following year's subscription becomes payable.
- 12.3 Smartsheet licences require one month's notice for termination or downgrade.

13 Cancellation of Onsite Training or Consultancy

Cancellations must be submitted in writing. Charges apply as follows:

- 11 or more working days' notice: No charge
- 6–10 working days' notice: 50% of the fee
- 5 or fewer working days' notice: 100% of the fee

14 Employment of SBP Personnel

If a client offers direct employment to any of our personnel, we will invoice a finder's fee equal to 50% of the individual's expected first-year income.

15 Governing Law

This Agreement is governed by English law.

16 Intellectual Property Ownership

- 16.1 Each party retains ownership of its pre-existing Intellectual Property.
- 16.2 Unless otherwise agreed in writing, the Client owns the final Deliverables created specifically for them.
- 16.3 Smarter Business Processes retains ownership of all underlying methodologies, templates, tools, scripts, frameworks, code and know-how used in delivering the Services.
- 16.4 Smarter Business Processes grants the Client a non-exclusive licence to use such underlying components solely for the purpose of utilising the Deliverables.

17 Limitation of Liability

- 17.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.
- 17.2 Smarter Business Processes shall not be liable for indirect, incidental, special, or consequential losses, including loss of profit, revenue, data, or business opportunity.
- 17.3 The total aggregate liability of Smarter Business Processes arising out of or in connection with this Agreement shall not exceed the total fees paid by the Client for the Services giving rise to the claim.

18 Force Majeure

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, acts of government, war, terrorism, labour disputes, power or internet outages, or failures of third-party platforms. The affected party shall notify the other as soon as reasonably practicable and take reasonable steps to mitigate the impact.

19 Client Responsibilities

The Client agrees to:

- 19.1 Provide timely access to relevant systems, data, personnel, and information.
- 19.2 Ensure that information provided is accurate and complete.
- 19.3 Make timely decisions and approvals required for the progression of the Services.
- 19.4 Manage internal dissemination of information through the appointed Client lead.

Smarter Business Processes is not liable for delays or additional costs arising from the Client's failure to meet these responsibilities.

20 Change Control

- 20.1 Where the Client requests changes to the agreed Statement of Works, Smarter Business Processes will assess the impact on cost, timeline, and deliverables.
- 20.2 Any change to scope, budget, or timeline must be agreed in writing before implementation.
- 20.3 Work outside the agreed scope may be charged on a Time and Materials basis.

21 Dispute Resolution

- 21.1 The parties shall first attempt to resolve disputes through good-faith discussions between their appointed representatives.
- 21.2 If unresolved within 30 days, the parties may agree to mediation.
- 21.3 Nothing prevents either party from seeking urgent injunctive or equitable relief through the courts.

22 Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in the case of a merger, acquisition, or corporate restructuring where the successor entity assumes all obligations.

23 Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions, proposals, or communications, whether written or oral. Amendments must be made in writing and agreed by both parties.

24 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

25 Data Processing and Privacy (GDPR)

- 25.1 Smarter Business Processes respects your privacy and, where applicable, processes personal data in accordance with relevant legislation. Our Privacy Policy is published on our website. By using any of our applications, services, or products, you consent to the practices described in that policy.
- 25.2 Smarter Business Processes will only process personal data for which the Customer is the data controller in accordance with written instructions from or on behalf of the Customer, unless EU or EU Member State law requires otherwise. Where such law applies, Smarter Business Processes will inform the Customer unless prohibited from doing so on important public-interest grounds.
- 25.3 Smarter Business Processes will not process personal data for any purpose other than the performance of its obligations under this Agreement.
- 25.4 Smarter Business Processes will implement appropriate technical and organisational measures to prevent unauthorised or unlawful processing and to protect against loss, destruction, or damage of personal data.
- 25.5 Smarter Business Processes will ensure that all employees, agents, and contractors with access to personal data are bound by confidentiality obligations.
- 25.6 Smarter Business Processes will not, by any act or omission, place the Customer in breach of European Data Protection Legislation.
- 25.7 Smarter Business Processes will inform the Customer promptly and without undue delay of any data protection breach or any unauthorised or unlawful processing, loss, destruction, or damage of personal data.
- 25.8 Smarter Business Processes will obtain the Customer's prior consent before engaging any third-party subcontractor to process personal data and will ensure that such subcontractors act only in accordance with the terms of this Agreement.
- 25.9 Taking into account the nature of the processing, Smarter Business Processes will assist the Customer, where possible, in fulfilling obligations related to data subject rights under applicable European Data Protection Legislation.
- 25.10 Smarter Business Processes will assist the Customer in meeting obligations relating to security, breach notifications, data protection impact assessments, and

consultations with supervisory authorities, taking into account the nature of the processing and the information available to Smarter Business Processes.

- 25.11 At the Customer's choice, Smarter Business Processes will delete or return all personal data at the end of service provision and delete any remaining copies unless prohibited by EU or Member State law.
- 25.12 As from 25 May 2018, Smarter Business Processes will make available to the Customer all information necessary to demonstrate compliance with the data protection obligations under this Agreement and will allow for and contribute to audits or inspections conducted by the Customer or an auditor appointed by the Customer.
- 25.13 Smarter Business Processes will not process, or cause to be processed, personal data outside the European Economic Area unless an appropriate compliance mechanism is in place that satisfies the requirements of Article 25 of the Directive or Article 44 of the GDPR (as applicable).

26 Expenses for Onsite Meetings and Training

- 26.1 Where onsite meetings, training, or workshops are required, the Client agrees to reimburse all reasonable travel, accommodation, and subsistence expenses.
- 26.2 Expenses will be agreed in advance and charged according to the following standard rates:
- Overnight hotel stay (London): £150
 - Overnight hotel stay (Provinces): £125
 - Overnight subsistence: £25
 - Mileage: £0.45 per mile (rail and air travel at cost)
- 26.3 Acceptance of each work phase is deemed to occur no later than 14 days after delivery, provided all reasonable and notified issues have been resolved.



Smarter Business Processes empower teams to collaborate more efficiently by listening closely to what our client needs, streamlining processes and automating workflows resulting in improved clarity, reduced manual work and teams that have confidence in their data.

Our Ethos

Our team of experts have built deeply loyal customer relationships and a strong track record of repeat business by tackling problems at the root cause and delivering the best-value solution. We earn and maintain trust by delivering excellence and never trying to sell products or services our clients don't need.