

Standard Terms and Conditions

Cloud Support and Professional Services

1. Introduction

These Terms and Conditions apply to the provision of cloud support, professional services, accessibility services, assistive technology services, and related support (“Services”) provided by the Supplier to the Customer.

These Terms apply subject always to the G-Cloud Framework Agreement and any Call-Off Contract agreed between the parties.

2. Order of Precedence

In the event of any conflict or inconsistency between these Terms and Conditions, the following order of precedence shall apply:

1. The G-Cloud Framework Agreement
2. The applicable Call-Off Contract
3. These Terms and Conditions

3. Scope of Services

The Supplier shall provide the Services as described in the applicable Call-Off Contract and Service Definition document.

Services may include professional services, advisory services, assessments, configuration, support, training, and the supply of products where agreed as part of a service engagement.

Any services or products outside the agreed scope must be agreed in writing through a variation to the Call-Off Contract.

4. Service Delivery

Services will be delivered in a professional and workmanlike manner, using reasonable skill and care.

Unless otherwise agreed, services are delivered on a remote-first basis, with on-site delivery provided where appropriate and agreed at call-off, particularly to support accessibility, DSE, ergonomic or workplace adjustment requirements.

Delivery methods, service hours, and response expectations shall be proportionate and agreed at call-off.

5. Customer Responsibilities

The Customer shall:

- Provide timely access to relevant personnel, users, systems and information

- Ensure appropriate permissions and approvals are in place
- Cooperate reasonably with the Supplier to enable service delivery
- Ensure users follow reasonable instructions relating to service delivery

The Supplier shall not be responsible for delays or failures caused by Customer non-compliance with these responsibilities.

6. Fees and Payment

Fees shall be as set out in the applicable Call-Off Contract.

Unless otherwise agreed:

- Invoices shall be submitted monthly in arrears
- Payment terms shall be thirty (30) days from receipt of a valid invoice

All fees are exclusive of VAT, which shall be charged where applicable.

7. Confidentiality

Each party shall treat as confidential all information received from the other party that is marked or reasonably understood to be confidential.

Confidential information shall not include information that:

- Is already in the public domain (other than by breach)
- Is lawfully obtained from a third party
- Is required to be disclosed by law

Confidentiality obligations shall survive termination of the Call-Off Contract.

8. Data Protection

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

Where the Supplier processes personal data on behalf of the Customer, this shall be done in accordance with the Customer's instructions and the applicable Call-Off Contract.

The Supplier shall implement appropriate technical and organisational measures to protect personal data.

9. Intellectual Property

Each party retains ownership of its pre-existing intellectual property.

Unless otherwise agreed:

- The Customer retains ownership of its data
- The Supplier retains ownership of its tools, methodologies, templates and know-how

No intellectual property rights are transferred except as expressly set out in the Call-Off Contract.

10. Liability

Each party's liability shall be limited as set out in the applicable Call-Off Contract.

Nothing in these Terms shall limit or exclude liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded by law

The Supplier shall not be liable for indirect or consequential losses unless expressly agreed.

11. Termination

Termination rights shall be as set out in the applicable Call-Off Contract.

Upon termination, the Supplier shall provide reasonable assistance to support orderly transition or handover, subject to agreement and payment of applicable fees.

12. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to acts of God, industrial disputes, or government actions.

13. General

- These Terms are governed by the laws of England and Wales
- No waiver shall be effective unless in writing
- If any provision is held invalid, the remaining provisions shall continue in effect