

Terms & Conditions

(For Cloud Support & Professional Services Delivered Under the G-Cloud 15 Framework)

1. Introduction

1.1 These Terms and Conditions ("Terms") apply to the provision of cloud support, accessibility services, assistive technology services, ergonomic/DSE assessments, training, configuration, professional services, and any related services ("Services") provided by Wyvern Business Systems Ltd ("Wyvern") to the Customer under the G-Cloud 15 Framework.

1.2 These Terms sit beneath the following documents in order of precedence:

- (a)** The G-Cloud 15 Framework Agreement
- (b)** The Customer's Call-Off Contract
- (c)** These Wyvern Terms and Conditions

2. Service Scope

2.1 Wyvern shall deliver the Services described in the Customer's Call-Off Contract and corresponding Service Definition.

2.2 Services may include:

- Cloud support and migration activities
 - Configuration and setup
 - Assistive technology deployment and training
 - Ergonomic and accessibility assessments
 - Project consultancy and advisory services
 - Ongoing support, knowledge transfer, and service improvement activities
- 2.3 Any activity outside the agreed scope will be treated as a change and managed under the Change Control Procedure in Section 11.

3. Service Delivery Model

3.1 Wyvern provides Services on a remote-first basis, with on-site delivery where required (e.g., technical support, DSE tasks, AT training) or where explicitly requested at Call-Off.

3.2 Wyvern will perform all Services with reasonable skill, care and diligence in accordance with good industry practice and the standards of the G-Cloud Framework.

3.3 Service hours, milestones, dependencies and deliverables will be defined in the Call-Off Contract.

4. Customer Responsibilities

The Customer agrees to:

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

- Ensure all necessary approvals, permissions and licences are in place
 - Follow Wyvern's reasonable instructions for safe delivery of Services
 - Provide accurate information and cooperate in good faith
- Wyvern cannot be held liable for delays or failure caused by the Customer's non-compliance.

5. Pricing & Payment

5.1 Prices are as published within Wyvern's G-Cloud service listings and confirmed in the Call-Off Contract.

5.2 Unless otherwise agreed:

- Invoices are issued monthly in advance
- Payment is due within 30 days of receipt of a valid invoice

5.3 All prices are exclusive of VAT.

5.4 No minimum spend or volume commitments are required unless stated in the Call-Off.

6. Service Levels (SLAs)

6.1 Standard Support Hours

- Monday–Friday, 08:30–17:30 (UK time), excluding UK public holidays.

6.2 Response Targets

Severity	Description	Response Time
Critical	Service down / urgent AT need affecting study/work	4 working hours
High	Major functionality degraded	1 working day
Medium	Non-critical issue / workaround available	2 working days
Low	Standard requests, training queries	5 working days

SLAs may be tailored at Call-Off.

7. Security & Data Protection

7.1 Wyvern complies with:

- UK GDPR
- Data Protection Act 2018
- Cyber Essentials Plus
- ISO 27001 (Information Security Management)

7.2 Wyvern will process Customer Personal Data only in accordance with the Customer's written instructions as documented in the Call-Off Contract.

7.3 Wyvern shall maintain appropriate technical and organisational measures including encryption, access controls, logging, monitoring, secure configuration, and staff security training.

7.4 Data retention and secure deletion processes will follow the G-Cloud exit and retention requirements.

8. Confidentiality

Both parties will keep confidential information confidential and use it only for the purposes of delivering the Contract. This obligation continues after termination.

9. Intellectual Property Rights (IPR)

9.1 Pre-existing IP remains the property of its original owner.

9.2 The Customer retains ownership of all Customer Data.

9.3 Wyvern retains ownership of its methodologies, templates, training material, software, tools and know-how.

9.4 No IP transfers unless explicitly agreed in the Call-Off.

10. Liability

10.1 Liability is limited in accordance with the G-Cloud Framework and Call-Off Terms.

10.2 Nothing excludes liability for:

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

10.3 Wyvern is not liable for indirect, special or consequential losses (including loss of profit or revenue) unless required by law.

11. Change Control Procedure

11.1 Any change to scope, pricing, deliverables or dependencies must be requested via a Change Request (CR).

11.2 Wyvern will prepare an impact assessment detailing:

- Revised scope
- Cost implications
- Delivery timelines
- Dependencies

11.3 A change is only authorised once both parties have approved the CR in writing.

12. Subcontracting

12.1 Wyvern may use approved subcontractors where required to deliver Services.

12.2 Wyvern remains fully responsible for the acts and omissions of subcontractors.

12.3 Subcontractors handling personal data will be bound by equivalent data protection obligations.

13. Dispute Resolution

13.1 Parties will work collaboratively to resolve issues informally.

13.2 If unresolved, the matter will escalate to senior representatives of each party.

13.3 If still unresolved, parties may proceed to mediation or follow the dispute process in the G-Cloud Framework Agreement.

14. Exit Management

Upon termination or end of contract, Wyvern will:

- Provide reasonable assistance with knowledge transfer
- Provide Customer Data in an agreed format
- Assist with handover to a replacement supplier
- Securely delete copies of Customer Data after agreed retention periods

Exit services may be chargeable if outside the scope of the Call-Off.

15. Force Majeure

Neither party is liable for delays caused by events outside reasonable control (e.g., natural disasters, industrial action, government restrictions).

16. Governing Law

These Terms are governed by the laws of England and Wales.