



Terms and Conditions for G-Cloud 15 Services

Supplier: DataMC UK Limited - t/a DataMC

Service: Data Migration Services - Platform Agnostic

Version: 1.0

30 January 2026

These Terms and Conditions ("**Conditions**") apply to all Services supplied by the Supplier under the **G-Cloud 15 Framework Agreement RM1557.xx** and any related **Call-Off Contract**.

In the event of conflict, the following **order of precedence** applies:

- (a) Framework Agreement / Call-Off Contract (including Order Form and Part B);
- (b) Statement of Work ("SOW");
- (c) Service Definition Document;
- (d) these conditions;
- (e) Supplier Proposal.

1. Definitions

"Agreement" – the Call-Off Contract between the Buyer and the Supplier under the Framework.

"Business Day" – Monday to Friday excluding public holidays in England.

"Business Hours" – 09:00 to 17:00 local time on a Business Day.

"Client Data" – any data supplied by the Client.

"Deliverables" – outputs or artefacts described in a SOW or Data Migration Plan.

"Framework" – Crown Commercial Service G-Cloud Framework RM1557.xx.

"ISMS" – Information Security Management System (ISO 27001-aligned).

Capitalised terms not defined here have the meanings given in the Framework Agreement.

2. Basis of Contract

2.1 These Conditions:

- (a) apply to and are incorporated into all G-Cloud Call-Off Contracts;
- (b) are subject to the Framework Agreement and its Schedules (including the Call-Off Contract and Order Form); and
- (c) prevail over any inconsistent terms contained in other documents.

2.2 A G-Cloud Order Form constitutes an offer by the Customer to purchase Services in accordance with these Conditions and any specific terms in the Call-Off Contract.

2.3 The Order Form is accepted when the Supplier issues written acceptance, at which point the Call-Off Contract is formed and commences on its execution date ("**Commencement Date**").

2.4 Each Order Form constitutes a separate Call-Off Contract.

2.5 The Customer acknowledges that it has not relied on any statement, promise, or representation not set out in the Contract.

3. Scope of Services

3.1 Services include planning, extraction, transformation, validation, reconciliation, audit reporting, hyper-care support, and project management, as set out in the relevant SOW and Data Migration Plan.

3.2 Excluded activities (unless otherwise stated): application configuration, licensing, hardware supply, process re-engineering, and third-party data cleansing.

3.3 Delivery model – migration delivery in accordance with the approved Data Migration Plan.

3.4 The Customer shall not sell, resell, lease or sub-licence managed access to the DM REVOLVE tooling to any third party except as expressly authorised in a Call-Off Contract.

4. Client Responsibilities

- Provide timely access to stakeholders, systems, and credentials.
 - Notify the Supplier of any material developments affecting the Services.
 - Ensure that all information supplied is true, accurate, and complete.
 - The Supplier shall not be liable for loss arising from delays, omissions, or inaccuracies in information provided by the Customer.
 - Maintain connectivity (API/VPN/SFTP) and testing environments.
 - Complete data cleansing and verification activities.
 - Approve Deliverables within five (5) Business Days (or deemed accepted if no response received).
 - Manage third-party vendors and issues outside the Supplier's control.
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4. Supplier Responsibilities

- Perform the Services with reasonable skill and care using appropriately qualified staff and the Supplier's BIDM methodology and DM REVOLVE toolset.
 - Maintain auditable logs and weekly status reports.
 - Hold all necessary licences and consents and comply with applicable laws.
 - Deliver in accordance with generally recognised industry standards.
 - Observe Customer site rules and ensure continuity of key resources.
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6. Service Levels and Support

Metric	Standard	Notes
Support Hours	09:00 – 17:00 local time, Mon–Fri	Standard cover
Response Time (P1)	<= 4 working hours	via Zoho Desk
Availability	>= 99.5 % for cloud-hosted tooling	Monitored via Azure/Zoho
Escalation	Technical Lead > PM > Regional Director	As defined in SOW

Hypercare support (2–4 weeks) and out-of-hours coverage available by agreement (at standard day-rates). Planned maintenance occurs outside Business Hours with >= 48 hours' notice.

7. Change Control

7.1 All scope, schedule or cost changes shall be documented in a Change Request and agreed by both parties before implementation.

7.2 Requests must include sufficient detail to assess impact on cost, timetable and deliverables.

7.3 Within five (5) Business Days of receiving a request, the Supplier shall advise on: (a) time required to implement; (b) charge adjustments; and (c) any other impacts. No change takes effect unless agreed in writing by both parties.

8. Pricing and Payment

- Prices per G-Cloud Pricing Schedule and SOW (fixed price unless T&M agreed).
- Invoices issued monthly in arrears or on milestones.
- Payment within 21 days of receipt to the Supplier's nominated account; VAT is additional where applicable.
- Late payments accrue interest at 0.5 % above Bank of England base rate per annum until settled.
- Non-payment may entitle the Supplier to suspend Services where permitted under the Call-Off Contract.
- Cancellation within 72 hours of scheduled delivery may incur reasonable unrecoverable costs (the Supplier shall mitigate losses where possible).

9. Intellectual Property

- Client retains ownership of Client Data.
- Supplier retains all IP in its methods, templates, BIDM methodology and DM REVOLVE tooling.
- Unless expressly transferred in a Call-Off Contract, all rights and interests in the Services and documentation remain with the Supplier.
- The Supplier may re-use techniques, concepts or know-how developed during performance for other clients, subject to confidentiality obligations.

10. Confidentiality

Each party shall keep the other's Confidential Information secret and use it only for the purpose of performing the Services. Disclosure is permitted only to those who need to know and under equivalent obligations or where required by law.

11. Data Protection

11.1 Roles: Client as Controller; Supplier as Processor.

11.2 Processing conducted per UK GDPR and DPA 2018 and only on Client instructions.

11.3 Personal data is stored in UK or EEA data centres; no transfers outside these regions without prior written approval and appropriate safeguards.

11.4 Upon termination or expiry, all Client Data will be returned in open formats (CSV/XLSX/PDF) and securely deleted within thirty (30) days unless otherwise agreed. A deletion certificate is available on request.

11.5 Supplier shall promptly notify Client of any personal-data breach and co-operate in related investigations and DPIAs.

12. Freedom of Information

Supplier acknowledges that the Client is a public authority subject to the Freedom of Information Act 2000 and Environmental Information Regulations 2004. Supplier will assist Client within two (2) Business Days of any request to enable compliance.

13. Information Security

- Operated under ISO 27001:2022-aligned ISMS and Cyber Essentials controls.
- **Access Control:** role-based, least privilege, MFA enforced.
- **Encryption:** TLS 1.2+ in transit; AES-256 at rest.
- **Monitoring & Patching:** continuous vendor patching and logging (Azure Security Center / Zoho).
- **Incident Response:** potential compromises triaged within 1 hour, contained within 4 hours, reported per ISMS procedure.

14. Business Continuity and Disaster Recovery

- Documented BCP/DRP aligned with ISO 27001 and tested annually.
- Recovery Objectives: RTO <= 24 hours; RPO <= 24 hours for critical systems.
- Where backups are CSP-managed, scope, schedule, location, retention, encryption, segregation, and restoration timescales are defined and reviewed periodically.
- Backups under Supplier control are encrypted and replicated across availability zones; test restores performed to verify integrity.

15. Hosting and Tools

Hosted on **Microsoft Azure (UK South/West)**, no data transfer outside EEA without approval. Supplier tooling includes **DM REVOLVE** for data profiling, mapping, transformation, and audit reporting.

16. Sub-contracting and Sub-processors

Supplier may use vetted subcontractors but remains liable for their acts and omissions. Supplier will maintain a list of sub-processors and notify Client of material changes. Equivalent data-protection obligations will apply to all sub-processors.

17. Personnel and Vetting

All Supplier staff are screened to **BPSS** standard. Higher clearances (e.g., SC/DV) can be arranged where required by the Authority.

18. Insurance

Supplier will maintain the following minimum insurances throughout the Term and for 12 months after:

- Public Liability – £5,000,000
 - Professional Indemnity – £5,000,000
 - Cyber Liability – £250,000
- Certificates available on request.
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19. Liability and Indemnities

- Each party's aggregate liability for direct loss under a Call-Off Contract is limited to **100% of total charges paid or payable** under that Call-Off.
 - Neither party is liable for consequential or indirect loss or loss of profit.
 - Nothing limits liability for death or personal injury caused by negligence, fraud, or wilful misconduct.
 - Supplier indemnifies Client for (1) third-party IP infringement claims arising from Supplier materials and (2) personal-data breaches caused by Supplier's negligence.
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20. Termination

Either party may terminate for material breach not remedied within 30 days of notice, or for convenience as allowed by the Call-Off. Upon termination: orderly handover, return of data, access revocation and payment of accrued charges by the client apply.

21. Force Majeure

Neither party is liable for delay or failure arising from events beyond reasonable control; obligations resume when the event ceases.

22. Regulatory Compliance

Supplier shall comply with all applicable laws including Bribery Act 2010, Modern Slavery Act 2015, Tax Compliance and Health & Safety legislation, and will provide a current Modern Slavery Statement on request.

23. Non-Solicitation

Neither party will knowingly solicit the other's project staff engaged on the Services for six (6) months after completion, except through open advertisements.

PUBLICITY. From time to time, in the ordinary course of business, DataMC issues press releases and announcements regarding the completion of transactions with its customers and partners. The Supplier may request the Client's consent to issue press releases or announcements relating to the Services. Any such publicity will be subject to the Client's prior written approval, which shall not be unreasonably withheld or delayed.

24. Notices

Notices must be in writing to the addresses specified in the Call-Off Contract and are deemed received per that Contract.

25. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.
