

Terms and Conditions

January 2026



Supplier Standard Terms for G-Cloud 15

These terms are intended for use in connection with opportunities on G-Cloud 15 and are drafted to align with the Cabinet Office Crown Commercial Service (CCS) frameworks. They are subject to, and do not vary or supersede, any mandatory terms of the applicable CCS Call-Off Contract. Where there is any conflict, the CCS terms prevail.

1. Introduction

These Supplier Standard Terms (Terms) are entered into between Opia Limited, a company incorporated in England and Wales with company number 06021170 whose registered office is at Suite 3, Second Floor, Friary Court, 13-21 High Street, Guildford, Surrey, GU1 3DG (Supplier), and the contracting authority identified in the relevant CCS Call-Off Order Form (Client). The purpose of these Terms is to set out the Supplier's standard commercial terms for the provision of the Services described in the applicable Call-Off, consistent with and subordinate to the CCS G-Cloud framework documentation.

2. Definitions and Interpretation

In these Terms, unless the context requires otherwise, capitalised terms have the meanings given in the CCS framework and Call-Off Contract. Additional terms used herein have the following meanings:

Client Data: means all data, content and materials provided by or on behalf of the Client or generated in the course of providing the Services, including Personal Data.

Documentation: means any standard user guides, technical specifications and support materials provided by the Supplier.

Intellectual Property Rights or IPR: means patents, rights to inventions, copyright, trade marks, service marks, domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights in software, rights in confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions, and rights to claim priority.

Personal Data, Controller, Processor, Data Subject, Process, Processing and applicable Data Protection Legislation: have the meanings given in the UK GDPR and the Data Protection Act 2018.

Services: means the cloud-based services and related deliverables described in the relevant Call-Off, together with any standard support, as further detailed in Schedule 3 (Service Level Agreement).

Working Day: means any day other than a Saturday, Sunday or public holiday in England.

CCS framework: include any applicable Framework Agreement, Call-Off terms, Order Form, Joint Schedules and relevant guidance from time to time.

3. Scope of Services

The Supplier will provide the Services set out in this Agreement and the relevant Operations Specification. The Services may include provision of Software as a Service, hosting, configuration, onboarding, user enablement, and standard support. The Supplier will provide the Services in a professional manner using personnel with appropriate skills and experience and in accordance with good industry practice. The Supplier will make available the Documentation and will maintain the Services in accordance with Schedule 3.

The Client is responsible for providing accurate and complete information and datafiles reasonably required by the Supplier to deliver the Services, for ensuring compliance with all applicable laws, regulations and guidelines relating to Payments and Payment Instructions, and for supplying any additional information as reasonably required by the Supplier to perform its obligations under this Agreement.

4. Ordering and Variations

The Client may order Services through the CCS Call-Off process. Any changes to the scope of Services shall be agreed in accordance with the variation procedures set out in the CCS Call-Off. The Supplier will not be required to perform any additional services unless and until such services are documented and approved through the CCS change control process.

5. Payment Terms

Charges and pricing are as set out in the applicable CCS Digital Marketplace listing and confirmed in the Call-Off. Unless otherwise stated in the Call-Off, the Supplier will invoice monthly in arrears, and valid, undisputed invoices are payable within [30] days of receipt via the method specified by the Client in the Call-Off. Late payment shall be addressed in accordance with the CCS terms. The Supplier will not charge interest or impose any fees other than as permitted by the CCS framework and the Call-Off.

Where permitted by CCS terms, the Supplier may withhold or suspend access to the Services for material non-payment that is not the subject of a genuine dispute and remains outstanding beyond [30] days after written notice, provided such suspension is applied proportionately and lifted promptly upon payment. Any such action shall be consistent with the CCS suspension mechanisms.

6. Term and Termination

These Terms apply for the duration of the Call-Off. The start date, initial term and any renewal options are set out in the Call-Off. Termination rights and processes are governed by the CCS Call-Off. The Supplier may suspend the Services for a material breach of Schedule 1 (Acceptable Use Policy) or Schedule 2 (Data Processing Agreement) on written notice where required to protect the security or integrity of the Services, and will restore services as soon as the issue is remedied. Any suspension shall be consistent with and subject to the CCS Call-Off provisions. Upon expiry or termination of the Call-Off, the Supplier will provide reasonable termination assistance and data extraction in accordance with Schedule 2 and the CCS Exit Management provisions, for the period and at the charges specified in the Call-Off or, where not specified, at [the Supplier's standard government rates], always subject to CCS terms.

7. Confidentiality

Each party will keep confidential all information disclosed by the other that is marked confidential or would reasonably be considered confidential, including Client Data and security information. Confidential information shall be used solely for the purposes of the Call-Off. This clause does not restrict disclosures required by law, the Freedom of Information Act 2000, Environmental Information Regulations 2004, audit rights in the CCS framework, or disclosures to a party's professional advisers under obligations of confidence. The obligations continue for [five] years after termination, save for trade secrets which remain confidential until no longer such.

8. Intellectual Property

All IPR in the Supplier's pre-existing materials and the Services, including software and Documentation, remain with the Supplier or its licensors. The Client is granted the licence set out in Schedule 4 for the term of the Call-Off. The Client retains all IPR in Client Data. The Supplier is granted a non-exclusive, royalty-free licence to Process Client Data solely as necessary to provide the Services and to comply with law. Nothing in these Terms transfers ownership of IPR unless expressly agreed in the Call-Off and permitted by CCS terms.

9. Compliance with Laws and Policies

The Supplier will comply with all applicable laws and regulations in force in the United Kingdom relevant to the Services, including data protection, information security, export controls, modern slavery, equality, human rights, and health and safety. The Supplier will comply with applicable CCS and Client policies notified in the Call-Off, including security classifications and protective markings, where proportionate to the Services and consistent with the CCS framework.

10. Security

The Supplier will maintain appropriate technical and organisational measures proportionate to the risks and the nature of the Services, aligned with good industry practice and with the security standards described in Schedule 3. The Supplier will support security assurance activities reasonably required under the CCS framework, including provision of relevant certifications or summaries, subject to confidentiality and site rules.

11. Subcontracting

The Supplier may use approved subcontractors in accordance with the CCS framework and the Call-Off. The Supplier remains responsible for the performance of subcontractors and will ensure appropriate flow-down of applicable obligations. Subcontracting does not relieve the Supplier of its obligations to the Client.

12. Audit and Records

The Supplier will keep records as required by the CCS framework and will support audit and access rights of the Client and its authorised representatives in accordance with the CCS Call-Off, subject to reasonable notice, confidentiality and security requirements.

13. Service Credits and Remedies

Service performance and service credits, if any, are as set out in Schedule 3 and the Call-Off. Any remedies are subject to and operate within the CCS framework. Nothing in these Terms introduces indemnities or alters liability apportionment established under the CCS Call-Off.

14. Liability

Liability is governed by the CCS framework and applicable Call-Off. Nothing in these Terms seeks to exclude or limit liability contrary to the CCS provisions or applicable law.

15. Freedom of Information and Transparency

The Client may disclose information in accordance with the Freedom of Information Act 2000 and Environmental Information Regulations 2004. The Supplier will provide reasonable assistance as requested by the Client to enable the Client to comply, subject to protection of trade secrets and commercially sensitive information, as permitted by law and the CCS framework.

16. Notices

Notices under these Terms shall be given in accordance with the notice provisions in the CCS Call-Off. Copies may be sent to all-legal@opia.com and Opia Limited, 184 Shepherds Bush Road, London, W6 7NL with a reference to the relevant Call-Off.

17. General

If any provision of these Terms is held invalid, the remainder shall continue in force. No delay or failure to exercise a right operates as a waiver. These Terms may be updated by the Supplier to reflect changes in law or CCS guidance where such updates do not conflict with the CCS framework; any material change will be notified to the Client and will apply only where consistent with the Call-Off. These Terms are governed by the law and jurisdiction specified in the CCS Call-Off.

Schedule 1: Acceptable Use Policy (AUP)

1. Purpose and Scope

This AUP sets out acceptable and prohibited use of the Services by the Client and its authorised users. It applies to all access to and use of the Services and Documentation.

2. User Responsibilities

Users must access the Services only through authorised accounts; keep credentials confidential; use strong authentication where enabled; and maintain up-to-date endpoint protection consistent with Client policy. Users must use the Services only for lawful purposes and in accordance with applicable policies, classifications and handling rules notified by the Client. Prohibited activities include unauthorised access, probing or testing of security controls; interference with the Services; distribution of malware; sending spam or unsolicited bulk messages; infringing IPR; storing or transmitting unlawful, defamatory, obscene, or discriminatory content; breaching privacy or data protection laws; and attempting to circumvent usage limits or technical restrictions.

Users must promptly report suspected security issues, misuse or breaches to the Client's service owner and the Supplier support desk.

3. Security Measures

Users must follow Client security policies applicable to the Services and the Supplier's reasonable security instructions, including use of multi-factor authentication where available, minimum password standards, session timeouts, and device compliance requirements. Administrative users must use named accounts and least privilege. API usage must employ credentials and rate limits as documented. Data must be handled in accordance with Schedule 2, including encryption-at-rest and in-transit where configured.

4. Consequences of Breach

The Supplier may suspend or restrict an account or specific functionality where there is actual or suspected breach of this AUP that risks the security, integrity or availability of the Services, provided that such suspension is proportionate, targeted, and notified to the Client without undue delay. The Supplier will cooperate with the Client to investigate and remediate the issue and will restore access when the breach is remedied. Repeated or material breaches may be escalated through the CCS contract management and may constitute a breach under the Call-Off Schedule 2: Data Processing Agreement (DPA)

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1. Roles and Scope

For the purposes of Data Protection Legislation, the Client is the Controller and the Supplier is the Processor in relation to Personal Data Processed under the Call-Off. This DPA sets out the subject matter, duration, nature and purposes of Processing, the types of Personal Data, categories of Data Subjects and the obligations of the Supplier. Details of Processing are described in the Call-Off and the Supplier's Service Description, as may be updated by agreement and consistent with the CCS framework.

2. Supplier Processing Obligations

The Supplier shall Process Personal Data only on documented instructions from the Client, including with regard to transfers to a third country or international organisation, unless required to do so by applicable law; in such a case, the Supplier shall inform the Client of that legal requirement before Processing, unless the law prohibits such information.

The Supplier shall ensure that persons authorised to Process Personal Data are subject to appropriate confidentiality obligations. The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including measures relating to encryption, access control, resilience, backup and recovery, logging and monitoring, and regular testing and assessment of effectiveness, as described in Schedule 3.

The Supplier shall not engage another Processor without the Client's prior authorisation consistent with the CCS framework. Where authorised, the Supplier shall impose on the sub-processor data protection obligations equivalent to those set out in this DPA and remains responsible for the sub-processor's performance.

Taking into account the nature of Processing, the Supplier shall assist the Client by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Client's obligations to respond to requests exercising Data Subject rights. The Supplier shall assist the Client in ensuring compliance with obligations relating to security of Processing, breach notification, data protection impact assessments and prior consultation, taking into account the nature of Processing and information available to the Supplier.

Upon termination or expiry of the Call-Off, the Supplier shall, at the Client's choice and subject to CCS Exit Management, delete or return all Personal Data and delete existing copies, unless applicable law requires storage. The Supplier shall make available to the Client all information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits conducted in accordance with the CCS framework.

3. International Transfers

The Supplier will not transfer Personal Data outside the UK (or UK-approved destinations) unless permitted under Data Protection Legislation and authorised under the CCS framework and the Call-Off. Where transfers occur, the Supplier will ensure appropriate safeguards, such as UK International Data Transfer Agreements or Addenda, and will maintain a record of transfers available to the Client on request.

4. Data Breach Protocol

The Supplier shall notify the Client without undue delay after becoming aware of a Personal Data Breach. The notification will describe, to the extent known at the time, the nature of the breach, categories and approximate number of Data Subjects and records concerned, likely consequences, and measures taken or proposed to address the breach and mitigate adverse effects. The Supplier will cooperate with the Client and provide timely updates to support the Client's assessment and any notifications to regulators or Data Subjects, as required by law and CCS terms.

5. Details of Processing

Subject matter: Provision of the Services under the Call-Off.

Duration: For the term of the Call-Off and any exit period.

Nature and purpose: Hosting, storage, transmission and Processing necessary to provide the Services, support, maintenance and security.

Types of Personal Data: [Identity data (e.g., name, contact details)], [authentication data], [usage and telemetry], [support tickets], and any other data submitted by the Client in using the Services.

Categories of Data Subjects: [Client employees, workers, contractors, service users, citizens and other individuals whose data is Processed by the Client.

Special category/criminal data: [Only if expressly permitted in the Call-Off and as configured by the Client]; if processed, Supplier will apply enhanced controls as agreed

Schedule 3: Service Level Agreement (SLA)

1. Service Availability

The Supplier will use reasonable endeavours, in accordance with good industry practice, to make the production Service available [99.9%] of each calendar month, excluding Planned Maintenance and permitted downtime under the CCS framework. Planned Maintenance will be notified at least [48] hours in advance and, where possible, scheduled outside core hours. Emergency maintenance will be notified as soon as reasonably practicable.

Availability is measured at the service boundary described in the Service Description. Exclusions include outages caused by Client systems, third-party networks outside the Supplier's control, force majeure, and breaches of the AUP.

2. Performance Standards

The Services will perform materially in accordance with the Documentation. Key performance indicators, if any, are as set out in the Call-Off. The Supplier will maintain capacity to meet agreed usage profiles and will implement monitoring to track performance and availability.

3. Support Services

Support hours: [08:00–18:00 UK time, Monday to Friday, excluding UK public holidays], with access to an online ticketing portal 24x7.

Incident priorities and target response times: P1 [30 minutes], P2 [1 hour], P3 [4 hours], P4 [1 Business Day]. Target resolution times will depend on incident nature and complexity; workarounds may be provided to restore service.

For Priority 1 incidents affecting multiple users or critical functionality, the Supplier will provide updates at least hourly until service is restored or a workaround is in place. Escalation paths to senior engineers and management are available through the support portal.

4. Service Credits

Where expressly agreed in the Call-Off, monthly availability falling below the target may give rise to service credits calculated as a percentage of the monthly charge for the affected Service, capped at [10%] for any month. Service credits are the exclusive financial remedy for failure to meet the stated availability targets in a given month, without prejudice to the Client's other rights under the CCS framework. Service credits must be claimed in accordance with the process specified in the Call-Off.

5. Maintenance and Changes

The Supplier will maintain the Services with regular updates and security patches. Material changes that could impact functionality or interfaces will be notified with [30] days' notice where practicable and will be deployed in a backward-compatible manner or with documented migration steps. Deprecated features will remain supported for a reasonable period notified in advance.

6. Security and Resilience

The Supplier will maintain layered security controls, including access management, vulnerability management, malware protection, encryption in transit (TLS 1.2 or higher) and at rest using industry-standard algorithms, logging and monitoring with alerting, and regular backups with tested restoration. Recovery point objective (RPO) is [≤24 hours] and recovery time objective (RTO) is [≤8 hours] for core services, unless otherwise stated in the Call-Off.

7. Performance Monitoring and Reporting

The Supplier will monitor availability and key performance metrics using industry-standard tooling. Monthly service reports will be made available to the Client on request, summarising incidents, root cause analysis for P1/P2 incidents, availability metrics, security updates, and continuous improvement actions. The Supplier will participate in service reviews as requested, consistent with CCS contract management.

Schedule 4: Licence Terms

1. Licence Grant

Subject to payment of applicable Charges and compliance with these Terms and the CCS Call-Off, the Supplier grants to the Client a non-exclusive, non-transferable, non-sublicensable licence to access and use the Services and Documentation for the Client's internal business purposes and public sector functions for the term of the Call-Off. The licence extends to the Client's employees, workers, agents and permitted contractors acting on the Client's behalf, and to other government bodies where permitted by the CCS framework and the Call-Off.

2. Licence Restrictions

Except to the extent permitted by law or expressly allowed in the Call-Off, the Client shall not copy, modify, create derivative works from, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any part of the Services or software; remove notices of proprietary rights; or access the Services to build a competing product or service. Usage is subject to any quantitative limits stated in the Call-Off or Service Description. The Client may make a reasonable number of copies of the Documentation for internal use.

3. Third-Party Terms

The Services may interoperate with third-party services or incorporate third-party components. Where the Supplier's Service relies on third-party terms that are mandatory for use, those terms will be identified in the Service Description and provided in full or by reference as permitted by CCS. By enabling such integrations, the Client agrees to those third-party terms to the extent required. The Supplier is not responsible for third-party services that are not part of the Services, though the Supplier will use reasonable endeavours to maintain interoperability as described in the Documentation.

4. Open Source

Open-source software included in the Services is used under the applicable open-source licences. To the extent of any conflict between these Terms and an open-source licence, the open-source licence terms prevail for that component. A list of open-source components and licences is available on request or set out in the Service Description.

5. Ownership

No rights are granted other than as expressly stated. Title and all IPR in the Services and Documentation remain with the Supplier or its licensors. Client Data remains the property of the Client.

6. Suspension for Risk

The Supplier may suspend access to specific functionality where necessary to address a credible security risk, legal requirement or material breach of Schedule 1, acting proportionately and notifying the Client promptly, and will reinstate access once the issue is resolved. Any suspension will be exercised in accordance with the CCS framework.