

Terms and conditions

Service Agreement

2026

Date
January 2026

G-Cloud 15
RM1557.15





1. Definitions and Interpretation

- 1.1 Capitalised terms have the meanings assigned to them in the Agreement or as otherwise defined herein.
- 1.2 Words in the singular include the plural and vice versa.
- 1.3 References to legislation include amendments, extensions, or re-enactments in force from time to time.
- 1.4 Headings are for convenience only and do not affect interpretation.

2. Contract Formation and Status of Terms

- 2.1 These Terms and Conditions apply to all services supplied by the Supplier to the Customer unless otherwise expressly agreed in writing.
- 2.2 Where services are procured under a public sector framework agreement (including the G-Cloud framework), the Agreement consists exclusively of the applicable Framework Agreement and the Call-Off Contract (including any Statement of Work formed under it). These Terms do not form part of the Call-Off Contract.
- 2.3 Where services are procured under a public sector framework agreement (including, where applicable, the G-Cloud framework), these Terms apply only to the extent they are consistent with the applicable framework agreement and any associated call-off terms.
- 2.4 Where services are procured under a public sector framework agreement (including the G-Cloud framework), order of precedence is governed exclusively by the applicable Framework Agreement and Call-Off Contract.

3. Scope and Nature of Services

- 3.1 The Supplier shall provide only the services expressly described in the applicable service documentation and agreed Statement of Work.
- 3.2 All services are professional consultancy services, limited to the activities and deliverables explicitly agreed in writing.
- 3.3 Services are provided on a consultancy and advisory basis only. The Supplier does not assume operational responsibility, service ownership, continuous monitoring obligations, or ongoing management of the Customer's environments, platforms, systems, or services unless expressly agreed in writing.
- 3.4 Any services outside the agreed scope require prior written agreement and may result in changes to charges, timescales, or assumptions.
- 3.5 Nothing in this Agreement creates a managed service, outsourcing arrangement, or transfer of operational responsibility.

4. Standard of Performance

- 4.1 The Supplier shall perform the services with reasonable skill, care, and diligence in accordance with generally accepted professional standards.



4.2 Personnel assigned shall have skills and experience appropriate to the services being provided.

4.3 No warranty or guarantee is given that the services will be uninterrupted, error-free, or achieve any specific outcome, business result, security posture, compliance status, or performance level unless expressly agreed in writing at call-off.

5. Personnel and Substitution

5.1 The Supplier may replace or substitute personnel where reasonably necessary.

5.2 Replacement personnel shall have skills and experience broadly equivalent to those replaced.

5.3 Reasonable steps shall be taken to maintain continuity and minimise disruption.

5.4 Nothing in this Agreement obliges the Supplier to provide specific named individuals unless expressly agreed at call-off within the applicable Call-Off Contract or Statement of Work.

6. Customer Responsibilities

6.1 The Customer shall provide timely access to information, systems, documentation, and personnel reasonably required for delivery.

6.2 The Customer is responsible for ensuring all necessary licences, permissions, approvals, and access rights are in place.

6.3 The Supplier shall not be responsible for delays, failures, or additional costs arising from the Customer's failure to meet its obligations.

7. Charges and Payment

7.1 Charges shall be calculated and invoiced in accordance with the agreed pricing structure.

7.2 Invoicing arrangements shall be as agreed in the applicable Call-Off Contract.

7.3 Charges are exclusive of VAT and any applicable taxes, which shall be payable at the prevailing rate.

8. Expenses

8.1 Expenses are chargeable only where expressly agreed at call-off and permitted under the applicable G-Cloud framework and Call-Off Contract.

8.2 Reimbursable expenses must be reasonable, incurred solely for service delivery, and supported by evidence.

8.3 Expenses shall be charged at cost unless otherwise agreed.

9. Change Control

9.1 Any change to scope, assumptions, deliverables, timetable, or charges shall be managed in accordance with the Variation procedure set out in the applicable Framework Agreement and Call-Off Contract.

9.2 No change shall take effect unless agreed in writing by authorised representatives of both Parties.



10. Intellectual Property Rights

10.1 Intellectual Property Rights shall be governed exclusively by the applicable G-Cloud Framework Agreement and Call-Off Contract.

11. Confidentiality

11.1 Each Party shall protect the other Party's Confidential Information from unauthorised disclosure, subject always to statutory disclosure obligations and the applicable G-Cloud framework terms.

11.2 Confidential Information shall be used solely for the purposes of performing the Agreement.

11.3 Confidentiality obligations survive termination or expiry of the Agreement.

12. Data Protection

12.1 Each Party shall comply with applicable data protection legislation.

12.2 Where the Supplier processes personal data on behalf of the Customer, it shall do so only on documented instructions and with appropriate technical and organisational safeguards.

12.3 Data protection roles and obligations shall be as defined in the applicable G-Cloud Call-Off Schedule relating to data protection.

12.4 Processing details shall be defined in the relevant SoW or order.

13. Information Security

13.1 The Supplier shall implement security measures proportionate to the services provided.

13.2 The Supplier shall comply with reasonable Customer security requirements notified in advance and agreed in writing.

13.3 The Supplier does not assume responsibility for the Customer's overall security architecture or security operations.

14. Freedom of Information

14.1 The Supplier acknowledges that the Customer may be subject to statutory disclosure obligations.

14.2 The Supplier shall provide reasonable assistance to support compliance with such obligations in accordance with the applicable G-Cloud framework terms.

15. Audit and Assurance

15.1 The Supplier shall provide reasonable cooperation with audits required under the applicable Framework Agreement and Call-Off Contract, without limiting any audit, assurance, management information, charging, compliance, or self-audit rights granted under the G-Cloud framework.

15.2 Audits shall be conducted on reasonable notice and during normal business hours.



16. Business Continuity

16.1 The Supplier shall maintain business continuity arrangements proportionate to the services provided.

16.2 Such arrangements do not constitute a guarantee of uninterrupted service.

17. Insurance

17.1 The Supplier shall maintain insurance appropriate to the services provided. Where the services are procured under a public sector framework agreement, the Supplier shall maintain insurance in accordance with the minimum levels and requirements set out in the applicable framework schedules.

18. Ethics and Compliance

18.1 Each Party shall comply with applicable anti-bribery, anti-corruption, and modern slavery legislation.

18.2 The Supplier shall maintain policies promoting ethical conduct and legal compliance.

19. Publicity

19.1 Neither Party shall issue public statements relating to the Agreement without prior written consent, subject to the Customer's statutory transparency and publication obligations.

20. Force Majeure

20.1 Neither Party shall be liable for delay or failure caused by events beyond its reasonable control, to the extent consistent with the applicable G-Cloud framework agreement.

20.2 The affected Party shall notify the other Party promptly and take reasonable mitigation steps.

21. Limitation of Liability

21.1 Liability, including any caps, exclusions, and uncapped liabilities, shall be governed exclusively by the applicable G-Cloud Framework Agreement and Call-Off Contract.

22. Suspension

22.1 No suspension rights are created by these Terms beyond those expressly permitted under the governing Agreement or applicable call-off contract.

23. Termination and Exit

23.1 Termination rights apply as set out in the governing Agreement or applicable call-off terms.

24. Assignment and Subcontracting

24.1 Neither Party may assign the Agreement without prior written consent, not to be unreasonably withheld.

24.2 The Supplier may subcontract services in accordance with Joint Schedule 6 (Key Subcontractors) and remains responsible for delivery.



25. Dispute Resolution

25.1 Dispute resolution shall be governed exclusively by the applicable G-Cloud Framework Agreement and Call-Off Contract.

26. Governing Law and Jurisdiction

26.1 Governing law and jurisdiction shall be as set out in the applicable G-Cloud Framework Agreement.



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