

Terms and Conditions – G-Cloud 15 Consultancy Services

1. Application of Terms

These Terms and Conditions apply to consultancy services supplied under the G-Cloud 15 Framework and operate alongside the Crown Commercial Service G-Cloud Call-Off Contract. Where there is any conflict, the Call-Off Contract takes precedence.

2. Nature of the Service

The service is a consultancy and advisory service providing professional advice, assurance, and support relating to digital system deployments. The service does not include system hosting, system administration, managed services, or operational ownership of live systems.

3. Supplier Responsibilities

The Supplier will provide consultancy services with reasonable skill and care, deliver advice and documentation aligned to the agreed scope, and maintain appropriate professional and confidentiality standards. The Supplier does not warrant or guarantee system performance or outcomes resulting from implementation decisions.

4. Customer Responsibilities

The Customer remains responsible for system operation, configuration, security, data management, backup and recovery, business continuity, and compliance with all legal and regulatory obligations. Decisions to proceed to go-live remain the responsibility of the Customer.

5. Service Access and Dependencies

Service delivery is dependent on timely access to relevant documentation, stakeholders, and information. Delays outside the Supplier's control may impact delivery timelines.

6. Service Levels

Service levels relate to consultancy availability and responsiveness only and do not apply to system availability or performance. Response arrangements are agreed at call-off.

7. Data Protection

Each party will comply with applicable data protection legislation. The Supplier does not routinely process or store personal data unless explicitly agreed in writing.

8. Intellectual Property

Pre-existing intellectual property remains with the originating party. Unless otherwise agreed, the Customer is granted a perpetual, royalty-free licence to use consultancy deliverables for internal purposes.

9. Confidentiality

Both parties shall treat confidential information in accordance with the G-Cloud Call-Off Contract and applicable law.

10. Liability

Liability is limited in accordance with the G-Cloud Call-Off Contract. The Supplier shall not be liable for losses arising from decisions taken by the Customer or third-party suppliers.

11. Termination

Termination rights are as set out in the G-Cloud Call-Off Contract.

12. Governing Law

This agreement is governed by the laws of England and Wales.