

BY E G LTD

January 2026

G-Cloud 15 Consultancy Services – Terms and Conditions

1. Definitions and Interpretation

In these Terms and Conditions:

- **“By E G Ltd”, “Supplier”, “we”, “us”, or “our”** means By E G Ltd, a company incorporated in England and Wales.
- **“Customer”, “you”, or “your”** means the organisation purchasing Services under a G-Cloud Call-Off Contract.
- **“Services”** means the consultancy services provided by the Supplier as described in the applicable Statement of Work or Call-Off Contract.
- **“Statement of Work” (SoW)** means the document setting out the specific Services, deliverables, pricing, timescales, and assumptions.
- **“Call-Off Contract”** means the contract formed under the G-Cloud Framework incorporating these Terms.
- **“Deliverables”** means any outputs produced as part of the Services.
- **“Working Day”** means Monday to Friday, excluding public holidays in England.

Headings are for convenience only and do not affect interpretation.

2. Contract Formation

- 2.1 These Terms apply to all Services provided by By E G Ltd under the G-Cloud Framework unless expressly varied in writing.
- 2.2 A binding contract is formed when a Call-Off Contract or Statement of Work is agreed in writing by both parties.
- 2.3 In the event of conflict, the order of precedence shall be:
 1. Call-Off Contract
 2. Statement of Work
 3. G-Cloud Framework Agreement
 4. These Terms and Conditions

3. Scope of Services

- 3.1 The Supplier shall provide the Services with reasonable skill and care, in accordance with:
 - the Statement of Work; and
 - generally accepted professional standards for consultancy services.
- 3.2 The Services are **advisory and consultative in nature**. The Supplier does not guarantee any specific business, financial, technical, or operational outcomes unless expressly stated.

3.3 Any changes to scope must be agreed in writing via a change control process.

4. Customer Responsibilities

4.1 T The Customer shall:

- provide timely access to information, systems, staff, and premises as reasonably required;
- ensure information supplied is accurate and complete;
- make decisions and approvals within agreed timescales.

4.2 Delays caused by failure to meet these responsibilities may result in:

- revised delivery timescales; and/or
- additional charges.

5. Fees and Payment

5.1 Fees shall be as set out in the Statement of Work or Call-Off Contract.

5.2 Unless otherwise stated:

- fees are exclusive of VAT;
- invoices shall be payable within **30 days** of invoice date.

5.3 The Supplier reserves the right to suspend Services for non-payment following reasonable notice.

6. Expenses

6.1 Expenses are chargeable only where expressly agreed in writing.

6.2 Any expenses must be reasonable, evidenced, and compliant with public sector requirements.

7. Intellectual Property Rights

7.1 Background IP remains the property of the party introducing it.

7.2 Subject to payment in full, the Customer shall own the intellectual property rights in Deliverables created specifically for them, unless otherwise agreed.

7.3 The Supplier retains the right to reuse **know-how, methodologies, templates, and experience** developed during delivery, provided no confidential information is disclosed.

8. Confidentiality

8.1 Each party shall keep confidential all information marked or reasonably understood to be confidential.

- 8.2 Confidentiality obligations survive termination for a period of **five (5) years**, or longer where required by law.
- 8.3 Disclosure is permitted where required by law, regulation, or public sector transparency obligations.

9. Data Protection

- 9.1 Each party shall comply with applicable UK data protection legislation, including UK GDPR and the Data Protection Act 2018.
- 9.2 Where the Supplier processes personal data on behalf of the Customer, the parties shall enter into a Data Processing Agreement if required.
- 9.3 The Supplier shall implement appropriate technical and organisational measures to protect personal data.

10. Information Security

- 10.1 The Supplier shall maintain appropriate information security controls proportionate to the Services.
- 10.2 Where required, the Supplier shall comply with relevant public sector security standards, including DSPT or Cyber Essentials, as specified in the Call-Off Contract.

11. Warranties

- 11.1 The Supplier warrants that:
- Services will be performed with reasonable skill and care;
 - it has the right and authority to enter into the contract.
- 11.2 No other warranties are given, whether express or implied.

12. L Liability

- 12.1 Nothing in these Terms limits liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - any liability that cannot be excluded by law.
- 12.2 Subject to clause 12.1, the Supplier's total liability shall not exceed **100% of the fees paid** under the relevant Statement of Work.
- 12.3 The Supplier shall not be liable for:
- indirect or consequential losses;
 - loss of profit, revenue, or anticipated savings;
 - decisions made by the Customer based on advisory outputs.

13. Termination

13.1 Either party may terminate:

- for material breach not remedied within **30 days** of notice;
- immediately for insolvency.

13.2 The Customer may terminate for convenience on **30 days' written notice**, subject to payment for Services delivered up to termination.

14. Consequences of Termination

14.1 On termination:

- outstanding invoices become immediately payable;
- each party shall return or destroy confidential information upon request.

15. Subcontracting

15.1 The Supplier may use subcontractors where appropriate, remaining fully responsible for delivery.

15.2 Subcontractors shall be bound by equivalent confidentiality and data protection obligations.

16. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control.

17. Assignment

Neither party may assign this contract without written consent, except where permitted under the G-Cloud Framework.

18. Governing Law and Jurisdiction

These Terms are governed by the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

19. Entire Agreement

These Terms, together with the Call-Off Contract and Statement of Work, constitute the entire agreement between the parties.