



Commercial Nexus Ltd
20 Broad Street
Wokingham, RG40 1AH
Email: sales@commercial-nexus.com
Website: www.commercial-nexus.com

Commercial Nexus - Supplier Call-Off Terms and Conditions

Version: 1.0

Lot: Cloud Support (Lot 3)

Last Updated: 16th December 2025

1. Introduction

These Terms and Conditions (“Supplier Terms”) apply to all services supplied by Commercial Nexus (“CNX”), under the Crown Commercial Service (“CCS”) G-Cloud 15 Framework Agreement (“the Agreement”).

They are to be read in conjunction with the CCS General Terms (“the Terms”) and CCS Call-Off Contract (“the Call-Off Contract”) which govern all transactions under the Framework.

2. Parties

Supplier: Commercial Nexus Ltd, 20 Broad Street, Wokingham, RG40 1AH

Client: Any public sector body procuring services through the CCS G-Cloud 15 Framework (“the Framework”).

3. Scope of Services

The CNX Managed Service provides ongoing optimisation, maintenance, monitoring, and support for organisations that have implemented the CNX AI-Procurement Enablement Framework within their Microsoft M365 environment.

i. Standard Service Level

- Includes:
 - Monthly data quality review.
 - Monthly workflow health check.
 - AI prompt and performance review.
 - Minor configuration fixes and enhancements.
 - Email support (48-hour response window).
 - Monthly performance report.

ii. Enhanced Service Level

- Includes everything in Standard, plus:
 - Bi-weekly optimisation sessions.
 - Data monitoring and early detection.
 - Microsoft Copilot tuning aligned to new categories or process changes.
 - Quarterly roadmap workshop.
 - Priority support (1-day response time).
 - Dedicated Client Success Lead.
- Optional training session per quarter.

The above services do not introduce new functionality beyond the originally configured solution.

4. Relationship to CCS Terms

These Supplier Terms supplement and must be read alongside the Terms. Where there is a conflict, the Terms shall prevail in all cases.

5. Supplier Responsibilities

CNX shall:

- Deliver the services with reasonable skill, care, and diligence.

- Provide qualified personnel and maintain continuity of key resources where possible.
- Comply with all applicable UK laws.
- Work collaboratively with Client representatives, adhering to local governance and approval processes.
- Maintain appropriate insurance coverage as required by the Terms.

6. Client Responsibilities

The Client shall:

- Provide timely access to environments, documentation, and personnel.
- Attend scheduled workshops and review sessions.
- Ensure relevant SMEs are available.
- Provide accurate and up-to-date system information.
- Communicate any organisational or technical risks that may impact timelines.
- Inform CNX of planned outages or change freezes that could impact discovery.

7. Information Governance & Data Protection

- CNX complies with GDPR and Cyber Essentials standards.
- No data will be transferred outside the UK without explicit written consent and appropriate GDPR safeguards.
- Data protection obligations shall follow the CCS Order Form which takes precedence over these Supplier Terms in the event of conflict.

8. Intellectual Property Rights (IPR)

- Pre-existing IP remains the property of its originator.
- Deliverables created specifically for the Client may be used by the Client in perpetuity for internal governmental purposes, in accordance with CCS Intellectual Property Rights Schedule.
- CNX retains ownership of any proprietary frameworks, templates, and automation logic used to deliver the service.
- The Client may continue to use deliverables post-contract for internal, non-commercial purposes.

9. Confidentiality

Both parties agree to maintain strict confidentiality of all information shared under the Agreement and not disclose such information to any third party without written consent unless required by law.

Confidentiality obligations are as set out in the CCS Call-Off Contract.

10. Charges and Payment

- Charges will be agreed in the relevant CCS Call-Off Order.
- Invoices shall be issued upon milestone completion or monthly in arrears.
- Payment is due within 30 days of receipt of a valid invoice.
- Late payment interest shall be applied only where permitted under the Call-Off Contract.

11. Change Control

Any variations to scope, deliverables, or timelines must be agreed through a Change Control Notice approved by both parties.

12. Term and Termination

- Termination rights are as set out in the Call-Off Contract.
- On termination, CNX will return all Client materials, revoke system access, and provide a handover of deliverables completed to date.

13. Warranties

CNX warrants that:

- Services will be delivered with reasonable care and skill.
- Personnel will possess appropriate qualifications and experience.
- Deliverables will conform to agreed specifications at the time of delivery.

No additional warranties are provided unless explicitly agreed in writing.

14. Liability

- Liability caps are subject to the Call-Off Contract. Where caps differ, the Call-Off Contract terms take precedence.
- Liability is governed entirely by the liability provisions of the Call-Off Contract, which take precedence over these Supplier Terms.
- Nothing in these Supplier Terms limits liability where such limitation is not permitted under the Call-Off Contract, including but not limited to liabilities arising from data protection breaches, fraud, or death/personal injury caused by negligence.

15. Dispute Resolution

Both parties shall attempt to resolve disputes amicably through good-faith discussions before escalating to formal legal proceedings.

16. Force Majeure

Neither party shall be liable for delays or failure to perform obligations due to events beyond their reasonable control (e.g. natural disasters, cyber incidents, strikes, or government action).

17. Governing Law and Jurisdiction

This Agreement and all related Call-Offs are governed by and construed in accordance with the laws of England and Wales.

The parties submit to the exclusive jurisdiction of the courts of England and Wales.

18. Insurance

CNX maintains insurance at the minimum levels required by the Framework, including Public Liability, Professional Indemnity, and Employer's Liability (where applicable).

19. Entire Agreement

These Supplier Terms supplement the Call-Off Contract. Where there is a conflict, the Call-Off Contract takes precedence.

20. Signatures

For and on behalf of Commercial Nexus Ltd

Name: _____

Title: _____

Signature: _____

Date: _____

For and on behalf of [Client Name]

Name: _____

Title: _____

Signature: _____

Date: _____