

E2ERisk™



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Terms And Conditions for The Supply of Services

G-Cloud 15 Service Definition – Version 1.0 11/01/2026
E2E Security Consulting Ltd

1. Definitions and Interpretation

1.1 Definitions

In these Terms & Conditions:

- **“Agreement”** means the Order Form together with these Terms & Conditions.
- **“Client”** means the organisation purchasing the Services.
- **“Deliverables”** means any reports, documents, outputs or materials produced by E2Esc as part of the Services.
- **“E2Esc”** means E2E Security Consulting Ltd.
- **“Services”** means the consultancy, assessment, advisory or technical services described in the Order Form.
- **“Working Day”** means Monday to Friday, excluding UK public holidays.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. References to legislation include amendments and replacements. If there is any conflict between these Terms & Conditions and the Order Form, the Order Form prevails.

2. Scope of Services

2.1 Provision of Services

E2Esc will deliver the Services with reasonable skill and care and in accordance with the scope set out in the Order Form.

2.2 Timescales

Any timelines or milestones are estimates unless expressly stated as binding. E2Esc will use reasonable endeavours to meet agreed dates.

2.3 Progress Reviews

The Parties will review progress at reasonable intervals. Review meetings may cover completed work, upcoming activities, risks, and issues. E2Esc may charge for attendance at such meetings at the rates set out in the Order Form or applicable rate card.

2.4 Out-of-Scope Work

Any work requested by the Client that falls outside the agreed scope will be chargeable at E2Esc's standard rates unless otherwise agreed in writing.

2.5 Acceptance of Deliverables

Where acceptance criteria are defined, the Client will review Deliverables promptly and notify E2Esc of any material issues. If no acceptance criteria are specified, Deliverables are deemed accepted upon delivery.

3. Client Responsibilities

3.1 General Obligations

The Client will:

- provide timely access to information, systems, personnel, and facilities as reasonably required
- act in good faith and respond promptly to queries
- ensure that any equipment or software provided to E2Esc is free from malware
- maintain appropriate backups, business continuity and disaster recovery arrangements
- ensure E2Esc has the necessary permissions to access systems, data, and infrastructure
- notify E2Esc of any concerns regarding the Services within 30 days of becoming aware of them

3.2 Impact of Client Dependencies

If the Client fails to meet its obligations or assumptions prove incorrect, E2Esc may adjust timelines, scope, or fees accordingly.

3.3 Technical Environment

The Client is responsible for its own IT architecture, security controls, and operational decisions. E2Esc is not responsible for issues arising from inaccurate information or third-party system limitations.

4. Fees and Payment

4.1 Fees

Fees are set out in the Order Form. Expenses and reasonable travel costs may be charged where applicable.

4.2 Price Reviews

Where permitted under G-Cloud or other frameworks, fees may be reviewed in accordance with the mechanism set out in the Order Form.

4.3 Payment Terms

Invoices are payable within 30 days of issue unless otherwise agreed.

5. Personnel

5.1 Conduct

Each Party will ensure its personnel comply with the other Party's reasonable security, health and safety, and site rules.

5.2 Non-Solicitation

Neither Party will, without consent, solicit or employ personnel directly involved in delivering the Services for a period of six months after completion. This does not apply to responses to general recruitment advertising.

6. Intellectual Property

6.1 Ownership

Unless otherwise agreed, E2Esc retains ownership of all methodologies, tools, templates, and background intellectual property used in delivering the Services.

6.2 Licence to Use Deliverables

Upon payment, the Client receives a non-exclusive, non-transferable licence to use the Deliverables for its internal business purposes.

6.3 Client Materials

The Client grants E2Esc a licence to use any materials, data, or systems provided for the purpose of delivering the Services.

6.4 Third-Party Components

Where Deliverables incorporate third-party materials, the Client must comply with the relevant licence terms.

7. Confidentiality

7.1 Confidential Information

Each Party will keep confidential all information disclosed by the other Party that is marked or reasonably understood to be confidential.

7.2 Permitted Disclosure

Confidential information may be disclosed where required by law, regulation, or a competent authority.

8. Liability

8.1 Limitation

Neither Party excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

8.2 Exclusions

E2Esc is not liable for:

- indirect or consequential loss
- loss of profit, revenue, or business
- issues arising from inaccurate information provided by the Client
- failures caused by third-party systems or services

8.3 Cap on Liability

Except for excluded liabilities, E2Esc's total liability under the Agreement is limited to the total fees paid or payable for the Services.

9. Data Protection

9.1 Compliance

Each Party will comply with applicable data protection laws, including the UK GDPR and Data Protection Act 2018.

9.2 Roles

The Parties will act as independent controllers unless otherwise specified in the Order Form.

9.3 Security

E2Esc will implement appropriate technical and organisational measures to protect personal data processed as part of the Services.

10. Freedom of Information (FOIA)

10.1 Public Sector Clients

Where the Client is subject to FOIA, E2Esc will assist with reasonable requests for information relating to the Agreement.

10.2 Exempt Information

E2Esc may identify information it considers commercially sensitive, but the final decision on disclosure rests with the Client.

11. Termination

11.1 Termination for Convenience

Either Party may terminate the Agreement by giving the notice period set out in the Order Form.

11.2 Termination for Breach

Either Party may terminate for material breach if the breach is not remedied within 30 days of written notice.

11.3 Consequences of Termination

The Client will pay for all Services delivered up to the termination date. Licences granted to the Client remain in place for Deliverables already paid for.

12. General

12.1 Variation

Changes to the Agreement must be agreed in writing.

12.2 Assignment

Neither Party may assign the Agreement without the other Party's consent.

12.3 Entire Agreement

The Agreement constitutes the entire understanding between the Parties.

12.4 Governing Law

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

Contact Details

For enquiries about the E2ERisk™ Governance, Risk and Compliance Platform, or to discuss your organisation's specific requirements, please contact E2E Security Consulting Ltd.



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