



G-Cloud 15 – Terms & Conditions



T&C's

1. Definitions

In this Agreement:

- “**Services**” means the cyber security and advisory services described in the proposal, quotation, or Statement of Work.
- “**Deliverables**” means the final written outputs produced as part of the Services.
- “**Client**” means the organisation receiving the Services.
- “**Supplier**” means NRD Partners Ltd.
- “**Confidential Information**” means all non-public information disclosed by either party.

2. Services

- 2.1 The Services to be delivered will be agreed in writing before commencement.
- 2.2 Any change to the agreed scope may affect timelines and fees, which will be communicated to the Client in advance.
- 2.3 Services begin when NRD Partners commences work if no specific start date is agreed.

3. Charges & Payment

- 3.1 Charges will be agreed in writing.
- 3.2 NRD Partners will invoice monthly in arrears unless otherwise specified.
- 3.3 Payment is due within **30 days** of the invoice date.
- 3.4 Reasonable pre-approved expenses will be invoiced at cost.
- 3.5 NRD Partners may charge interest on overdue invoices at **4% above the Bank of England base rate**.
- 3.6 The Client may not withhold or set off undisputed payments.
- 3.7 NRD Partners may suspend Services if invoices remain unpaid.

4. Client Responsibilities

The Client agrees to:

- Provide accurate, complete and timely information, access, and approvals required to deliver the Services.
- Ensure NRD Partners may lawfully use any materials, data or systems provided.
- Make timely decisions and review Deliverables promptly.
- Obtain any necessary third-party permissions relevant to the Services.
- The Client indemnifies NRD Partners for losses arising from inaccurate or incomplete information provided.



5. NRD Partners Responsibilities

NRD Partners will:

- Perform the Services with reasonable skill, care and professionalism.
- Assign personnel with suitable experience.
- Inform the Client of material issues affecting delivery.

6. Use of Deliverables

- 6.1 The Client may rely **only on final written Deliverables** issued by NRD Partners.
- 6.2 Drafts, working papers, interim outputs, discussions or advisory calls may **not** be relied upon.
- 6.3 Deliverables are for the Client's internal business use and solely for the engagement purpose.
- 6.4 Deliverables may not be shared with third parties without NRD Partners' written consent.

7. Advisory Nature of Services

- 7.1 The Services are advisory in nature.
- 7.2 NRD Partners does **not** guarantee:
- compliance or certification outcomes,
 - prevention of cyber incidents,
 - identification of all vulnerabilities or risks.

7.3 All operational decisions remain the responsibility of the Client.

8. Data Protection

- 8.1 Each party will comply with applicable data protection legislation.
- 8.2 Where NRD Partners processes Personal Data on behalf of the Client, it acts as a Processor and will follow documented Client instructions.
- 8.3 Personal Data will be handled securely and deleted or returned at the end of the Engagement unless required by law.
- 8.4 The Client indemnifies NRD Partners for any breach arising from the Client's failure to meet its own data protection obligations.

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9. Intellectual Property

9.1 NRD Partners retains ownership of all methodologies, frameworks, tools, templates, and materials (“NRD Materials”).

9.2 Subject to full payment, the Client receives a non-exclusive licence to use Deliverables internally for their intended purpose.

9.3 NRD Materials may not be reused, repurposed, or commercially exploited without written approval.

10. Confidentiality & Anonymised Learnings

10.1 Each party must keep the other’s Confidential Information secure and use it only for the Engagement.

10.2 Disclosure is permitted where required by law or regulation.

10.3 NRD Partners may use engagement learnings in **anonymised and aggregated form** to improve internal methodologies, with no Client-identifiable information used.

11. Limitation of Liability

11.1 NRD Partners shall not be liable for:

- indirect, consequential or special damages,
- loss of profit, revenue, opportunity or reputation,
- reliance on incomplete, inaccurate or delayed Client information,
- failure of third-party systems, tools or platforms,
- the Client’s failure to implement recommendations.

11.2 NRD Partners’ total liability is limited to the total fees paid by the Client in the **12 months** preceding the claim.

11.3 Nothing limits liability for fraud or anything that cannot be excluded by law.

12. Subcontracting & Assignment

12.1 NRD Partners may assign or subcontract elements of the Services to suitably qualified and vetted subcontractors.

12.2 NRD Partners remains fully responsible for the performance of subcontractors.

12.3 NRD Partners may assign its rights and obligations as part of restructuring, merger or business transfer.

12.4 The Client may not assign or transfer its rights without NRD Partners’ written consent.

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13. Termination

- 13.1 Either party may terminate by giving **30 days' written notice** to remedy a material breach.
- 13.2 Either party may terminate immediately if the other becomes insolvent.
- 13.3 Upon termination, the Client will pay for all Services and expenses up to the termination date.

14. Force Majeure

NRD Partners is not liable for delays or failures caused by events beyond its reasonable control, including utility failures, cyber incidents, illness, strikes, or third-party outages. Delivery timelines may be adjusted accordingly.

15. Notices

Formal notices must be in writing and are deemed received when sent by email to the addresses set out in the Engagement Document or otherwise notified.

16. Severance & Waiver

- 16.1 If any part of this Agreement is found invalid, the rest remains enforceable.
- 16.2 A delay in enforcing rights does not constitute a waiver.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior proposals, statements or representations. No other terms (including Client purchase orders or procurement terms) apply unless agreed in writing.

18. Governing Law

This Agreement is governed by the laws of **England and Wales**, and the courts of England and Wales shall have exclusive jurisdiction.

19. Amendments

NRD Partners may update its publicly available Terms & Conditions periodically.

The version of these Terms & Conditions that applies to an Engagement is the version agreed at the time the Engagement commences, unless both parties agree in writing to adopt an updated version.

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