

# Terms & Conditions

## 1. Introduction

These Terms & Conditions govern the provision of Cloud IT Support Services (“the Service”) supplied to public-sector customers (“the Customer”) under the G-Cloud Framework Agreement RM1557. The Supplier (“Dule Dynamix Ltd”) delivers the Service in accordance with the G-Cloud Call-Off Contract, the Service Definition, and the Pricing Document.

Where there is any conflict, the order of precedence is:

1. The G-Cloud Call-Off Contract
2. These Terms & Conditions
3. The Service Definition
4. The Pricing Document

## 2. Service Delivery

The Supplier will deliver the Service as described in the Service Definition. This includes support, monitoring, consultancy, and cloud platform management activities.

The Supplier will:

- Provide qualified personnel to deliver the Service
- Deliver the Service with reasonable skill, care, and diligence
- Comply with all applicable UK laws, regulations, and security standards
- Maintain appropriate certifications (e.g., ISO 27001, Cyber Essentials)

## 3. Customer Responsibilities

The Customer agrees to:

- Provide timely access to systems, personnel, and information required for delivery
- Maintain valid cloud platform licences and subscriptions
- Ensure internal policies do not prevent the Supplier from delivering the Service
- Notify the Supplier promptly of incidents, changes, or risks
- Manage third-party contracts unless otherwise agreed

The Customer remains responsible for:

- Data classification and governance
- Application-level support unless included in scope
- Compliance with organisational policies

## 4. Service Levels

Service Levels (SLAs) are defined in the Service Definition. SLA performance is measured monthly. Failure to meet SLAs may entitle the Customer to service credits where agreed in the Call-Off Contract.

Service credits are the Customer's sole remedy for SLA failures and do not apply where:

- The Customer has not met its responsibilities
- Issues arise from third-party services outside the Supplier's control
- Force majeure events occur

## **5. Charges & Payment**

Charges are set out in the Pricing Document and are fixed for the duration of the Call-Off Contract unless otherwise stated.

### **5.1 Invoicing**

- Invoices are issued monthly in arrears unless agreed otherwise
- Payment terms are 30 days from receipt of a valid invoice
- All prices exclude VAT

### **5.2 Additional Charges**

Additional work outside the agreed scope (e.g., project work, on-site support) is charged at published day rates where applicable.

## **6. Data Protection**

Both parties will comply with the UK GDPR and Data Protection Act 2018.

The Supplier will:

- Act as a Data Processor unless otherwise stated
- Process Customer Data only on documented instructions
- Implement appropriate technical and organisational security measures
- Notify the Customer of data breaches without undue delay
- Ensure all personnel with access to Customer Data are under confidentiality obligations

The Customer remains the Data Controller.

A Data Processing Agreement (DPA) is included as part of the Call-Off Contract.

## **7. Security**

The Supplier will:

- Maintain security controls aligned with ISO 27001 and NCSC Cloud Security Principles
- Enforce MFA for administrative access
- Ensure encryption of data in transit and at rest where supported
- Conduct regular vulnerability assessments

The Customer is responsible for:

- User access governance
- Compliance with internal security policies
- Reporting suspected security incidents promptly

## 8. Confidentiality

Both parties agree to keep confidential all information disclosed during the contract, except where disclosure is required by law or regulation.

Confidentiality obligations survive termination of the contract.

## 9. Change Management

Changes to the Service are managed through a formal change control process. Changes may be requested by either party and must be agreed in writing before implementation.

Changes that impact pricing, scope, or SLAs may require a contract variation.

## 10. Intellectual Property Rights (IPR)

- Pre-existing IPR remains the property of the originating party
- IPR created specifically for the Customer under the Service is assigned or licensed as agreed in the Call-Off Contract
- The Supplier grants the Customer a non-exclusive licence to use deliverables for internal purposes

## 11. Liability

The Supplier's liability is limited as follows:

- Professional indemnity insurance liability is capped at 1 Million GBP as sum of all related events
- Public liability insurance liability is capped at 1 Million GBP as sum of all related events
- Employers liability insurance is capped at 5 Million GBP as sum of all related events
- All other liability is capped at **100% of the total charges paid** under the Call-Off Contract in the preceding 12 months

The Supplier is not liable for:

- Loss of profits, revenue, or business
- Indirect or consequential losses
- Failures caused by third-party services or Customer actions

## **12. Termination**

Either party may terminate the Call-Off Contract:

- For material breach not remedied within 180 days
- If the other party becomes insolvent
- For convenience with the notice period defined in the Call-Off Contract

Upon termination, the Supplier will provide exit services as described in the Service Definition.

## **13. Exit Management**

The Supplier will support a smooth transition to the Customer or a new supplier.

Exit services include:

- Handover of documentation
- Transfer of credentials and configurations
- Export of monitoring and ticketing data
- Knowledge transfer sessions

Exit services are charged at standard day rates unless otherwise agreed.

## **14. Subcontracting**

The Supplier may use subcontractors but remains fully responsible for their performance. Subcontractors must meet the same security and compliance standards.

The Supplier will notify the Customer of any material subcontracting changes.

## **15. Governance & Reporting**

The Supplier will provide:

- Monthly performance reports
- Quarterly service reviews
- A named Service Manager
- Access to dashboards or portals where applicable

## **16. Accessibility**

All customer-facing portals, documentation, and support channels are designed to meet **WCAG 2.2 A**, with selected criteria implemented where feasible.

## **17. Force Majeure**

Neither party is liable for delays or failures caused by events beyond reasonable control, including natural disasters, war, strikes, or major outages of third-party cloud providers.

## **18. Governing Law**

This Agreement is governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.