

Seren Delta Consulting Limited - Terms and Conditions (G-Cloud)

1. Definitions and Interpretation

These Terms and Conditions apply to all professional and consultancy services provided by Seren Delta Consulting Limited (“Supplier”) to a customer (“Customer”) under the G-Cloud Framework.

2. Order of Precedence

In the event of any conflict, the order of precedence shall be:

- a) the G-Cloud Framework Agreement;
- b) the Call-Off Contract or Order Form;
- c) the applicable Statement of Work (“SOW”);
- d) these Terms and Conditions.

3. Scope of Services

Services shall be provided strictly in accordance with the applicable Statement of Work. No services are provided outside an agreed SOW.

4. Supplier Obligations

The Supplier shall perform the services with reasonable skill and care in accordance with generally accepted industry standards and applicable law.

5. Customer Obligations

The Customer shall provide timely access to information, systems, decisions and personnel reasonably required for service delivery.

6. Personnel and Security Screening

All Supplier personnel engaged in delivery shall be suitably skilled and experienced and, where required, screened in accordance with the UK Government Baseline Personnel

Security Standard (BPSS). Where appropriate staff and subcontractors will undergo elevated security assessments.

7. Charges, Invoicing and Payment

Charges are as set out in the applicable pricing document and SOW. Invoices shall be issued monthly in arrears unless otherwise agreed. Payment terms are 30 days from receipt of a valid invoice.

The Supplier may charge statutory interest and recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

8. Change Control

Any changes to scope, deliverables, timescales or charges shall be agreed through a written change control process and confirmed in writing.

9. Intellectual Property Rights

Each party retains ownership of its pre-existing intellectual property.

Unless otherwise agreed in the SOW:

- a) all deliverables created specifically for the Customer shall vest in the Customer; and
- b) the Supplier grants the Customer a perpetual, royalty-free licence to use any Supplier background materials solely as required to use the deliverables.

10. Confidentiality

Each party shall keep confidential all information disclosed by the other party that is marked confidential or ought reasonably to be regarded as confidential.

11. Data Protection

Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018. Where required, the parties shall enter into a data processing agreement.

12. Freedom of Information

Where applicable, the Supplier shall provide reasonable assistance to enable the Customer to comply with its obligations under the Freedom of Information Act 2000.

13. Audit

The Supplier shall permit reasonable audit of compliance with contractual obligations, subject to reasonable notice and confidentiality.

14. Subcontracting

The Supplier may subcontract elements of the services. The Supplier remains fully responsible for the acts and omissions of its subcontractors.

15. Insurance

The Supplier shall maintain appropriate insurance cover in line with industry practice, including professional indemnity insurance.

16. Liability

Neither party excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability which cannot be excluded by law.

Subject to the above, the Supplier's total aggregate liability arising under or in connection with each Statement of Work shall be limited to the total charges paid or payable under that Statement of Work. Neither party shall be liable for indirect or consequential loss.

17. Termination

Either party may terminate a Call-Off Contract or SOW for material breach which is not remedied within a reasonable period following written notice, or immediately on insolvency.

The Customer may terminate for convenience in accordance with the G-Cloud Framework Agreement and the applicable SOW.

18. Exit Assistance

On termination or expiry, the Supplier shall provide reasonable exit assistance as agreed in the SOW, subject to payment of applicable charges.

19. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control.

20. Assignment and Novation

Neither party may assign or novate a Call-Off Contract or SOW without the prior written consent of the other party, except as permitted under the G-Cloud Framework Agreement.

21. Governing Law

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