



Terms and Conditions

Candid HealthSystems Consultants
G-Cloud 15 (RM1557.15)

January 2026

Terms and Conditions

Service: Digital Transformation and EPR implementation Services

Supplier: Candid HealthSystems Consultants Limited (Candid HSC)

1. Introduction and Order of Precedence

1.1. These Supplier Terms and Conditions ("Supplier Terms") relate to the Cloud Support services listed by Candid HSC on the G-Cloud 15 Framework.

1.2. These Supplier Terms are intended to supplement the G-Cloud 15 Framework Agreement and Call-Off Contract. In the event of any conflict or inconsistency between these Supplier Terms and the Framework Agreement or Call-Off Contract (including the Core Terms and Schedules), the **Framework Agreement and Call-Off Contract shall prevail**.

1.3. Any clauses within these Supplier Terms that attempt to limit liability, alter payment terms, or change termination rights contrary to the Framework Agreement shall be null and void.

2. Scope of Services

2.1. The Services provided under this agreement are defined in the associated **Service Definition** document and the specific **Call-Off Order Form** (and any attached Statement of Work) agreed upon between the Buyer and Supplier.

2.2. Services are provided on a Time and Materials (T&M) or Fixed Price basis, as specified in the Order Form.

3. Working Hours and Location

3.1. **Standard Working Hours:** Services will be provided during standard business hours, defined as 09:00 to 17:00 (UK time), Monday to Friday, excluding UK Public Holidays, unless otherwise agreed in the Order Form.

3.2. **Out of Hours:** Work required outside of Standard Working Hours must be agreed upon in writing in advance and may be subject to a rate multiplier as defined in the Pricing Document.

3.3. **Location:** Services will be delivered remotely or at the Buyer's premises as specified in the Order Form. Where onsite work is required, the Buyer shall provide a safe working environment and appropriate access to facilities.

4. Expenses and Travel

4.1. **Remote Work:** No expenses will be charged for work conducted remotely.

4.2. **Onsite Work:** Travel and subsistence expenses for work conducted at the Buyer's premises (or other locations designated by the Buyer) will be charged in accordance with the Buyer's standard travel policy or, in the absence of such a policy, in accordance with HMRC guidelines.

4.3. All expenses must be pre-approved by the Buyer in writing before they are incurred.

5. Buyer Obligations (Dependencies)

To ensure successful delivery of the Services, the Buyer agrees to:

5.1. Provide reasonable access to relevant systems, data, and documentation required for the Supplier to perform the Services.

5.2. Nominate a primary point of contact for decision-making and approvals.

5.3. respond to queries and sign off on deliverables in a timely manner (typically within [3-5] working days) to avoid project delays.

5.4. Provide necessary software licenses or hardware if the Supplier is required to use Buyer-specific internal tools.

6. Staffing and Resourcing

6.1. The Supplier reserves the right to substitute personnel assigned to the project with individuals of equal or higher qualification and experience, provided this does not delay the provision of Services.

6.2. If the Buyer requests the removal of a specific consultant for reasonable performance-related issues, the Supplier will endeavour to provide a suitable replacement as soon as reasonably practicable.

7. Cancellation and Rescheduling (Consultancy Services)

7.1. Where specific days have been booked for consultancy or training, the Buyer may reschedule these dates by providing at least **[5] working days'** written notice.

7.2. Cancellations or rescheduling requests made with less than **[2] working days'** notice may incur a cancellation fee equal to [50-100]% of the scheduled day rate, to cover lost resource time, unless the delay is caused by the Supplier.

8. Invoicing and Payment

8.1. Invoices will be submitted monthly in arrears for work completed, or upon completion of Milestones, as defined in the Order Form. 8.2. Payment terms are strictly **30 days** from the date of a valid invoice, in accordance with the G-Cloud 15 Core Terms.

9. Data Protection and Security

9.1. The Supplier shall comply with all applicable Data Protection Legislation (GDPR) and the security requirements set out in the Call-Off Contract.