



G-Cloud Lot 3 – Service Terms (Cloud Support) (Call-Off Addendum)

Lion Oak Advisory

1. Status and Contractual Hierarchy

- 1.1. These Service Terms apply only to Call-Off Contracts placed under the G-Cloud Framework Agreement for Lot 3 (Cloud Support).
- 1.2. These Service Terms do not replace or override the G-Cloud Framework Agreement or the G-Cloud Call-Off Contract.
- 1.3. In the event of any conflict, the following order of precedence shall apply:
 - 1.3.1. G-Cloud Framework Agreement
 - 1.3.2. G-Cloud Call-Off Contract / Order Form
 - 1.3.3. Statement of Work (SoW)
 - 1.3.4. These Service Terms

2. Definitions and Interpretation

2.1. In these Service Terms:

- **“Supplier”** means Lion Oak Advisory.
- **“Client”** means the public sector body placing a Call-Off Contract.
- **“Services”** means the professional cloud support services described in the relevant SoW.
- **“Deliverables”** means the specific outputs identified in the SoW.
- **“Background IP”** means all Intellectual Property Rights, methodologies, templates, know-how, tools, and materials owned or developed by the Supplier independently of the Call-Off.
- **“Associate”** means a suitably qualified independent consultant, subcontractor, or partner engaged by the Supplier to deliver the Services.



3. Scope and Nature of Services

- 3.1. The Supplier shall provide professional advisory and consultancy services as specified in the applicable SoW.
- 3.2. The Supplier shall perform the Services with reasonable skill, care, and diligence, in accordance with good industry practice.
- 3.3. The Services are advisory in nature. The Client retains responsibility for all decisions, implementation, and outcomes arising from the use of the Supplier's advice.
- 3.4. The Supplier does not warrant or guarantee the achievement of specific commercial, financial, operational, or technical outcomes.

4. Delivery Model – Associates and Substitution

- 4.1. The Supplier may deliver the Services using suitably qualified and experienced personnel, including Associates and subcontractors.
- 4.2. The Supplier remains responsible for the quality and performance of the Services delivered under the Call-Off Contract.
- 4.3. Nothing in these Service Terms creates any employment relationship between the Client and any Associate.
- 4.4. The Supplier may substitute personnel with individuals of equivalent skills and experience, subject to reasonable Client approval, which shall not be unreasonably withheld or delayed.

5. Working Arrangements

- 5.1. Services shall be delivered primarily on a remote or hybrid basis, unless otherwise agreed in the SoW.
- 5.2. Any requirement for onsite attendance must be agreed in advance and documented in the SoW.
- 5.3. Where onsite attendance is required, the Client shall provide a safe working environment in accordance with applicable health and safety legislation.



6. Fees, Invoicing and Expenses

- 6.1. Fees shall be calculated on the basis of day rates, time and materials, or milestones as set out in the SoW. All fees are exclusive of VAT.
- 6.2. Invoices shall be issued monthly in arrears or in accordance with milestone completion, and are payable within 30 days of invoice date.
- 6.3. Reasonable travel and subsistence expenses incurred for agreed onsite delivery shall be reimbursed in line with the Client's policies, subject to prior written approval.

7. IR35 and Employment Status

- 7.1. The Client is solely responsible for determining the employment status of any engagement under Chapter 10 of ITEPA 2003 (IR35), including the issue of any Status Determination Statement (SDS).
- 7.2. The Supplier does not warrant or guarantee any particular IR35 status outcome.
- 7.3. Where an engagement is assessed or re-assessed as inside IR35 by the Client, HMRC, or any competent authority:
 - 7.3.1. the parties shall seek to agree an appropriate rate adjustment to reflect increased tax and administrative costs; or
 - 7.3.2. where agreement cannot be reached, the Supplier may terminate the affected SoW on 14 days' written notice, without liability.

8. Non-Solicitation

- 8.1. During the term of the Call-Off Contract and for 12 months thereafter, neither party shall solicit or employ any individual engaged by the other party in the delivery of the Services without prior written consent.
- 8.2. Any consent shall be conditional upon payment of a recruitment fee equal to 30% of the individual's gross annual remuneration.
- 8.3. This restriction shall not apply to individuals responding to a genuine, non-targeted public advertisement.



9. Intellectual Property

- 9.1. All Background IP remains the property of the Supplier.
- 9.2. Upon full payment of fees, ownership of the Deliverables created specifically for the Client under the SoW shall vest in the Client.
- 9.3. The Supplier grants the Client a non-exclusive, perpetual, royalty-free licence to use any Supplier Background IP embedded within the Deliverables for internal purposes.

10. Confidentiality and Data Protection

- 10.1. Each party shall keep confidential all information disclosed in connection with the Services that is not publicly available.
- 10.2. The Supplier shall comply with:
 - 10.2.1. UK GDPR
 - 10.2.2. Data Protection Act 2018
 - 10.2.3. applicable government data handling requirements
- 10.3. The Supplier shall process personal data only on documented instructions from the Client.

11. Liability and Insurance

- 11.1. The Supplier shall maintain appropriate Professional Indemnity and Public Liability Insurance.
- 11.2. The Supplier's total aggregate liability arising under a Call-Off Contract shall be limited to 100% of the total fees paid under that Call-Off in the preceding 12 months.
- 11.3. The Supplier shall not be liable for:
 - 11.3.1. indirect or consequential losses;
 - 11.3.2. loss of profit, revenue, or business;
 - 11.3.3. any tax liabilities arising from IR35 determinations made by the Client.
- 11.4. Nothing limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.



12. Termination

- 12.1. Termination rights shall be as set out in the G-Cloud Framework Agreement and Call-Off Contract.
- 12.2. Either party may terminate a SoW for material breach subject to the overriding Call-Off Contract terms.

13. Dispute Resolution and Governing Law

- 13.1. The parties shall seek to resolve disputes through good-faith escalation between senior representatives.
- 13.2. Where unresolved, the parties agree to mediation before litigation.
- 13.3. These Service Terms are governed by the laws of England and Wales.

SIGNATURE

Signed for and on behalf of the Supplier:

Signature: _____ Name: _____
_____ Title: _____
Date: _____

Signed for and on behalf of the Client:

Signature: _____ Name: _____
_____ Title: _____
Date: _____