Terms and Conditions

G Cloud 15 Services

F8 Networks Limited

RM1557.15

TERMS AND CONDITIONS
F8 Networks Limited
G Cloud 15 Services

Introduction and application

1.1 These Terms and Conditions apply to all services supplied by F8 Networks Limited (the Supplier) to the customer (the Customer) under the G Cloud framework.

1.2 The contract between the parties consists of:
a) the Customer's call off agreement or order referencing G Cloud 15
b) any agreed statement of work, service definition or support schedule
c) these Terms and Conditions
d) the data processing schedule at Schedule 1 where personal data is processed

1.3 If there is a conflict, the order of priority is: call off agreement or order, statement of work or service definition, then these Terms and Conditions.

1.4 Any Customer terms that are not expressly agreed in writing by the Supplier do not apply.

Definitions

2.1 In these Terms and Conditions:
Charges means the fees payable for the Services.
Commencement Date means the date the Services start, as stated in the call off agreement, order or statement of work.
Confidential Information means information that is confidential by nature or is marked or identified as confidential.
Customer Data means data provided by, or made available by, the Customer for the purpose of receiving the Services.
Deliverables means the agreed outputs of the Services, such as reports, configurations, documentation or designs.
Services means the services described on the Digital Marketplace and in the relevant service definition, statement of work or order.
Working Day means Monday to Friday excluding public holidays in England.

Contract formation

3.1 A contract is formed when the parties sign a call off agreement, when the Supplier confirms acceptance of a valid Customer order that references G Cloud 15, or when the Supplier begins performance following written instruction that references G Cloud 15.

3.2 Each statement of work or service definition agreed for a specific engagement forms part of the contract.

Supply of Services

4.1 The Supplier will provide the Services with reasonable skill and care and in accordance with generally recognised industry practice.

4.2 Any delivery dates, milestones or lead times are estimates unless expressly stated as binding in writing.

4.3 The Supplier may provide the Services remotely unless the statement of work requires on site delivery.

4.4 The Supplier may use subcontractors to deliver the Services. The Supplier remains responsible for the performance of the Services.

Customer responsibilities

5.1 The Customer will:
a) provide timely access to relevant personnel, systems, sites and information as reasonably required
b) ensure that Customer Data is accurate and complete
c) maintain appropriate backups of Customer Data unless backups are included within the Services
d) ensure it has the necessary rights, consents and approvals to provide Customer Data for processing and use within the Services
e) manage its own users and access controls unless the Services expressly include user administration

5.2 The Supplier is not responsible for delay, failure or reduced performance where caused by a Customer act or omission.

Onboarding and offboarding

6.1 Onboarding activities are limited to those described in the relevant service definition or statement of work.

6.2 On expiry or termination, the Supplier will provide offboarding support within the agreed scope. Unless otherwise agreed, the Customer is responsible for extracting or migrating its data before the end date.

6.3 Following offboarding, the Supplier will delete or return Customer Data in accordance with Schedule 1, subject to any legal obligation to retain certain records.

Service levels, maintenance and service credits

7.1 If a service definition includes service levels, the Supplier will use reasonable endeavours to meet them. Service levels do not apply to:
a) planned maintenance notified in advance where reasonably practicable
b) emergency maintenance required to protect security or stability
c) failures caused by Customer systems, Customer networks, Customer configuration, third party services not managed by the Supplier, or Customer misuse
d) force majeure events

7.2 Where the service definition includes service credits, the calculation method and any eligibility criteria will be as set out in that service definition. Service credits are the Customer's sole remedy for a service level breach unless otherwise agreed.

Change control

8.1 Either party may request a change to scope, deliverables, timescales or assumptions.

8.2 A change is only effective when agreed in writing, including any impact on Charges and delivery.

Charges, invoicing and payment

9.1 Charges are as stated on the Digital Marketplace or in the agreed order or statement of work.

9.2 Charges are exclusive of VAT, which will be added at the applicable rate.

9.3 Unless otherwise agreed, the Supplier will invoice monthly in arrears, or in line with milestones stated in the statement of work.

9.4 Payment terms are 30 days from date of invoice unless otherwise agreed in writing.

9.5 If payment is overdue, the Supplier may charge interest and reasonable recovery costs in line with applicable law, and may suspend Services on reasonable notice.

Intellectual property

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

10.2 Unless otherwise agreed, the Supplier grants the Customer a non exclusive, royalty free licence to use the Deliverables for the Customer's internal business purposes.

10.3 The Supplier retains all intellectual property in its tools, methods, templates, software, know how and background materials used to deliver the Services.

10.4 If bespoke software development is expressly included and the statement of work states that ownership will transfer, ownership of the specific bespoke deliverables will transfer to the Customer on full payment, excluding Supplier background materials.

Confidentiality

11.1 Each party will protect the other party's Confidential Information and will not disclose it except:
a) to its personnel and professional advisers who need to know it for performance of the contract
b) where required by law or by a competent regulator or court

11.2 Confidentiality obligations continue for five years after termination, except for trade secrets which remain confidential for as long as they remain trade secrets.

Data protection and information security

12.1 Each party will comply with applicable UK data protection law.

12.2 Where the Supplier processes personal data on behalf of the Customer, the parties will comply with Schedule 1.

12.3 The Supplier will maintain appropriate technical and organisational measures to protect Customer Data. Any references to standards reflect alignment with recognised good practice and do not constitute a claim of certification unless explicitly stated.

12.4 The Supplier will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer personal data and will cooperate with reasonable investigations and remediation.

Freedom of information and transparency

13.1 Where the Customer is subject to freedom of information obligations, the Supplier will provide reasonable assistance to support compliance, including identifying information the Supplier considers confidential or commercially sensitive.

13.2 The Customer remains responsible for decisions on disclosure.

Warranties and exclusions

14.1 The Supplier warrants that it will perform the Services with reasonable skill and care.

14.2 Except as stated in these Terms, all warranties, conditions and terms implied by law are excluded to the maximum extent permitted.

14.3 The Supplier does not warrant that Services will be uninterrupted or error free where reliance is placed on third party networks, platforms or services outside the Supplier's control.

Liability

15.1 Nothing in these Terms limits liability for:
a) death or personal injury caused by negligence
b) fraud or fraudulent misrepresentation
c) any other liability that cannot be excluded by law

15.2 Subject to clause 15.1, the Supplier is not liable for:
a) indirect or consequential loss
b) loss of profit, revenue, business, goodwill or anticipated savings
c) loss of data where the Customer has failed to maintain appropriate backups and backups are not included within the Services

15.3 Subject to clause 15.1, the Supplier's total liability arising out of or in connection with the contract is limited to the Charges paid or payable for the affected Services in the 12 months preceding the event giving rise to the claim.

Term and termination

16.1 The term is as stated in the call off agreement, order or statement of work.

16.2 Either party may terminate for material breach that is not remedied within 30 days of written notice.

16.3 Either party may terminate immediately if the other party becomes insolvent or enters administration or liquidation.

16.4 On termination:
a) the Customer will pay all undisputed Charges due up to the termination date
b) the Supplier will provide reasonable assistance to support orderly exit as agreed, which may be chargeable where outside the agreed scope

Force majeure

17.1 Neither party is liable for failure or delay caused by events beyond its reasonable control.

Dispute resolution

18.1 The parties will attempt to resolve disputes by escalation to their respective contract leads.

18.2 If unresolved within 14 days, the dispute will be escalated to a senior representative of each party.

18.3 Either party may commence court proceedings at any time. The parties may also agree to mediation, but mediation is not a condition precedent to proceedings.

Compliance

19.1 Each party will comply with applicable laws and regulations relating to its activities under the contract, including anti bribery requirements.

Governing law

20.1 The contract is governed by the laws of England and Wales.

20.2 The courts of England and Wales have exclusive jurisdiction.

Schedule 1
Data Processing Schedule

Roles

1.1 The Customer is the controller and the Supplier is the processor in relation to Customer personal data processed for the Services, unless otherwise stated in the call off agreement.

Processing details

2.1 Subject matter: provision of the Services.
2.2 Duration: for the term of the Services and any agreed transition period.
2.3 Nature: hosting, access, storage, support, configuration, monitoring and incident response as required to deliver the Services.
2.4 Types of personal data: as provided by the Customer, which may include names, contact details, identifiers, user account data, audit logs and service usage data.
2.5 Categories of data subjects: Customer staff, contractors, service users and other individuals whose personal data is included within Customer Data.

Supplier obligations

3.1 The Supplier will process personal data only on documented instructions from the Customer, including instructions within the contract.

3.2 The Supplier will ensure that persons authorised to process personal data are bound by confidentiality.

3.3 The Supplier will implement appropriate technical and organisational measures to protect personal data, including access control, least privilege, encryption in transit where supported, and security monitoring appropriate to the Services.

3.4 The Supplier will assist the Customer, to the extent reasonable and proportionate, with:
a) responding to data subject requests
b) security incident management and breach notification support
c) data protection impact assessments where applicable to the Services

Subprocessors

4.1 The Supplier may use subprocessors to deliver the Services. The Supplier will ensure that subprocessors are subject to written obligations that provide a level of protection for personal data equivalent to this Schedule.

International transfers

5.1 The Supplier will not transfer Customer personal data outside the UK unless agreed in writing with the Customer and appropriate safeguards are in place.

Deletion or return

6.1 At the end of the Services, the Supplier will delete or return Customer personal data as reasonably requested by the Customer, unless retention is required by law.

Audit

7.1 The Supplier will make available reasonable information to demonstrate compliance with this Schedule. Any audit request must be reasonable, proportionate and subject to appropriate confidentiality and security restrictions.