



VISTERGY

Terms and Conditions

Infrastructure Intelligence Advisory Services

Supplier: Vistergy Ltd

Framework: G-Cloud 15

Version: 1.0

Date: January 2026

1. Application of Terms

Services provided under the G-Cloud 15 framework are governed by the **G-Cloud 15 Call-Off Contract** terms and conditions as published by Crown Commercial Service. This document provides supplementary information about Vistergy Ltd's standard practices. In the event of any conflict between this document and the G-Cloud Call-Off Contract, the G-Cloud Call-Off Contract shall prevail.

2. Service Delivery

2.1 Scope of Services

Services will be delivered as specified in the Call-Off Order Form. Any changes to scope must be agreed in writing by both parties.

2.2 Personnel

Vistergy will assign appropriately qualified personnel to deliver the services. Key personnel will be identified in the Call-Off Order Form where required.

2.3 Location

Services are delivered remotely by default. On-site delivery within the UK is available by arrangement and may incur additional travel costs as specified in the Call-Off Order Form.

2.4 Working Hours

Standard working hours are Monday to Friday, 9am to 5pm GMT, excluding UK public holidays. Work outside these hours is available by arrangement.

3. Pricing and Payment

3.1 Pricing

Services are priced as set out in the G-Cloud Digital Marketplace listing and confirmed in the Call-Off Order Form. Prices exclude VAT.

3.2 Invoicing

Invoices will be submitted in accordance with the payment schedule specified in the Call-Off Order Form, or monthly in arrears for time and materials engagements.

3.3 Payment Terms

Payment terms are as specified in the G-Cloud Call-Off Contract.

3.4 Expenses

Travel and subsistence expenses, where applicable, will be charged at cost and agreed in advance. Expenses will be itemised on invoices.



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4. Intellectual Property

4.1 Pre-existing IP

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

4.2 Deliverables

Ownership of intellectual property in deliverables will be as specified in the Call-Off Order Form, in accordance with the G-Cloud Call-Off Contract terms.

4.3 Licence to Use

Where Vistergy retains IP in deliverables, the Buyer is granted a perpetual, royalty-free licence to use such IP for the purposes for which the services were procured.

5. Confidentiality

5.1 Confidential Information

Both parties agree to keep confidential any information disclosed by the other party that is marked as confidential or would reasonably be understood to be confidential.

5.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party
- Was already known to the receiving party
- Is independently developed by the receiving party
- Is disclosed pursuant to legal requirement

5.3 Duration

Confidentiality obligations survive termination of the contract for a period of 3 years.

6. Data Protection

6.1 Compliance

Vistergy Ltd complies with UK GDPR and the Data Protection Act 2018. Where personal data is processed in delivering services, Vistergy will act as a processor on behalf of the Buyer.

6.2 Data Processing

Personal data will only be processed for the purposes specified in the Call-Off Order Form and in accordance with any Data Processing Agreement.

6.3 Security

Appropriate technical and organisational measures are in place to protect personal data, as described in our Service Definition Document.

7. Liability and Insurance

7.1 Insurance

Vistergy Ltd maintains the following insurance coverage:

- Professional Indemnity: £1,000,000
- Public Liability: £1,000,000
- Employers' Liability: £10,000,000
- Cyber Insurance: £25,000

7.2 Limitation of Liability

Liability is limited as set out in the G-Cloud Call-Off Contract.



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8. Termination

Termination rights are as set out in the G-Cloud Call-Off Contract.

9. Governing Law

The contract is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

10. Contact Information

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