

Terms and Conditions - Startup Within (G-Cloud 15)

Supplier: Newfound Group Ltd

Service: Startup Within (Cloud Support - Lot 3)

Last updated: January 2026

These Terms and Conditions apply to the provision of services by Newfound Group Ltd (“the Supplier”, “we”, “us”) to public sector buyers (“the Buyer”, “you”) purchasing through the G-Cloud 15 framework, unless otherwise agreed in writing.

These terms are designed to align with typical Crown Commercial Service (CCS) contracting expectations and are intended to be read alongside the G-Cloud Framework Agreement, Call-Off Contract, and any agreed Statement of Work (SoW).

1. Services

1.1 The Supplier shall provide the services described in the Service Definition and any agreed Statement of Work.

1.2 Services are delivered on a time and materials, fixed-price, or blended basis as agreed in writing.

1.3 The Supplier will use reasonable skill and care in performing the services.

2. Engagement Structure

2.1 Each engagement will be governed by:

- The G-Cloud Framework Agreement
- The Call-Off Contract between Buyer and Supplier
- The agreed Statement of Work
- These Terms and Conditions (where not superseded by the above)

2.2 In the event of any conflict, the order of precedence shall be:
Framework Agreement → Call-Off Contract → Statement of Work → These Terms and Conditions.

3. Pricing and Payment

- 3.1 Pricing shall be as set out in the applicable Statement of Work.
- 3.2 Unless otherwise agreed, invoices shall be issued monthly in arrears.
- 3.3 Payment terms are 30 days from date of invoice.
- 3.4 All prices are exclusive of VAT unless stated otherwise.
- 3.5 Reasonable pre-agreed expenses (for example travel) may be charged at cost.

4. Buyer Responsibilities

The Buyer agrees to:

- Provide timely access to stakeholders, users, and decision-makers
- Provide accurate information relevant to delivery
- Provide access to systems, tools, and data where required
- Make decisions in a timely manner to support progress
- Nominate a primary point of contact for the engagement

5. Supplier Responsibilities

The Supplier agrees to:

- Deliver services with reasonable skill and care
- Act professionally and ethically
- Comply with applicable laws and regulations
- Protect confidential information
- Comply with data protection obligations
- Maintain appropriate insurance cover

6. Intellectual Property

6.1 Unless otherwise agreed, all intellectual property created specifically for the Buyer under an engagement shall vest in the Buyer upon full payment.

6.2 The Supplier retains ownership of pre-existing materials, tools, methodologies, templates, and know-how ("Background IP").

6.3 The Supplier grants the Buyer a perpetual, royalty-free licence to use any Background IP embedded in deliverables for internal purposes.

7. Confidentiality

7.1 Each party agrees to keep confidential any non-public information received from the other party.

7.2 Confidential information shall only be used for the purposes of delivering the services.

7.3 These obligations survive termination of the engagement.

8. Data Protection

8.1 Each party shall comply with applicable data protection law, including UK GDPR and the Data Protection Act 2018.

8.2 Where the Supplier processes personal data on behalf of the Buyer, the parties shall agree appropriate data processing terms where required.

8.3 The Supplier shall only process personal data in accordance with the Buyer's documented instructions.

9. Security

9.1 The Supplier shall take appropriate technical and organisational measures to protect Buyer data.

9.2 Staff involved in delivery are subject to screening aligned with BS7858:2019.

9.3 Where required, the Supplier is prepared to support roles requiring security clearance up to SC.

10. Service Levels

10.1 Unless otherwise agreed, support is provided during UK business hours (09:00-17:30, Monday-Friday).

10.2 Target response time for standard support queries is one working day.

10.3 Any enhanced support levels will be defined in the Statement of Work.

11. Liability

11.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any other liability which cannot legally be limited.

11.2 Subject to clause 11.1, each party's total liability arising out of or in connection with an engagement shall be limited to the total fees paid under the relevant Statement of Work, unless otherwise agreed in the Call-Off Contract.

12. Termination

12.1 Either party may terminate an engagement in accordance with the termination provisions of the Call-Off Contract.

12.2 Upon termination, the Buyer shall pay for all services delivered up to the termination date.

12.3 On termination, the Supplier shall cooperate with reasonable handover and offboarding activities.

13. Non-solicitation

During an engagement and for six months thereafter, neither party shall actively solicit for employment the other party's staff involved in the delivery without prior written consent, except through general recruitment activity.

14. Force Majeure

Neither party shall be liable for failure to perform obligations where such failure results from events beyond reasonable control, including but not limited to natural disasters, war, terrorism, government action, or widespread technical failures.

15. Governing Law

These Terms and Conditions and any disputes arising from them shall be governed by and interpreted in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

16. Contact Details

Supplier: Newfound Group Ltd

Website: <https://www.newfoundgroup.co.uk>

Contact: Via Digital Marketplace or as agreed within the engagement