

Terms and Conditions for Services

1. Definitions and interpretation

In these Terms and Conditions:

- **Acceptance** means acceptance of the Services or Deliverables in accordance with clause 6.
- **Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- **Background Materials** means any methodologies, tools, templates, know how, documentation, training materials, software, frameworks or other materials owned or developed by Cloud & Clear prior to the commencement of the Services or independently of the Services, and any materials created during the Services that are capable of general application and are not created solely and specifically for the Customer.
- **Charges** means the fees payable by the Customer for the Services, together with any approved Expenses.
- **Cloud & Clear** means Cloud & Clear Limited (or the relevant Cloud & Clear contracting entity).
- **Confidential Information** means all information disclosed by one party to the other which is confidential by nature or designated as confidential, including commercial, technical, operational and financial information, Customer Data and business plans.
- **Customer** means the organisation purchasing the Services.
- **Customer Data** means any data or information supplied by or on behalf of the Customer in connection with the Services.
- **Customer Materials** means all materials, systems, data, software, documentation and content provided by or on behalf of the Customer for use in connection with the Services.
- **Data Protection Law** means all applicable UK data protection and privacy legislation, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended).
- **Deliverables** means the outputs expressly described and agreed in writing between the parties.
- **Expenses** means reasonable travel, accommodation and subsistence expenses incurred in connection with the Services and approved in writing by the Customer where required.
- **Force Majeure Event** means any event beyond a party's reasonable control which prevents or delays performance, including acts of God, fire, flood, storm, war, terrorism, civil unrest, epidemic or pandemic, or failure of utilities or communications networks.
- **Intellectual Property Rights or IPR** means copyright, database rights, trade marks, design rights, patents, rights in inventions, trade secrets, confidential information and all similar proprietary rights.
- **Services** means the professional services provided by Cloud & Clear as agreed in writing between the parties.

Headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa. "Including" means including without limitation.

2. Status of these Terms and precedence

These Terms describe Cloud & Clear's standard terms for the provision of professional services. Specific details relating to scope, pricing, timelines and delivery will be agreed in writing before Services commence.

If the parties enter into a separate written agreement covering the same Services, that agreement shall take precedence to the extent of any inconsistency.

Nothing in these Terms is intended to override any mandatory terms of a public sector framework agreement or call-off contract where applicable.

3. Provision of Services

Cloud & Clear shall perform the Services with reasonable skill and care and in a professional and workmanlike manner. Dates and timescales are estimates only unless expressly agreed otherwise in writing.

Cloud & Clear may use appropriately qualified employees, contractors or subcontractors and remains responsible for the performance of the Services in accordance with these Terms.

4. Customer responsibilities

The Customer shall:

- cooperate with Cloud & Clear in all matters relating to the Services;
- provide timely access to information, systems, materials, decisions and approvals reasonably required;
- ensure it has all necessary rights, licences and permissions to allow Cloud & Clear to use Customer Materials; and
- promptly notify Cloud & Clear of any issues that may affect delivery.

If Customer delays, inaccurate information or changes to agreed assumptions materially impact delivery, the parties shall agree in writing any necessary adjustments to scope, timeline or Charges.

5. Rescheduling and cancellation

Where delivery dates have been agreed and Cloud & Clear has reserved delivery capacity, Cloud & Clear may charge a reasonable rescheduling or cancellation fee to reflect committed resource, lost utilisation and any non-recoverable costs.

Unless otherwise agreed in writing, the following indicative charges may apply:

- more than 14 calendar days before the scheduled start date: no charge
- between 7 and 14 calendar days before the scheduled start date: up to 50% of the Charges for the affected Services
- fewer than 7 calendar days before the scheduled start date: up to 100% of the Charges for the affected Services

Any such charges represent a genuine estimate of loss and are not intended to operate as a penalty.

6. Acceptance

Unless otherwise agreed in writing, Deliverables shall be deemed accepted upon delivery unless the Customer notifies Cloud & Clear in writing of any material issues within ten (10) business days.

Cloud & Clear's sole obligation in respect of any Deliverable that does not materially conform to the agreed description is, at its option, to re-perform the relevant Services or correct the Deliverable within a reasonable time.

7. Charges and payment

Charges shall be as agreed in writing and are exclusive of VAT, which shall be added where applicable. Invoices are payable within thirty (30) days of the invoice date unless otherwise agreed in writing.

If the Customer disputes an invoice, it must notify Cloud & Clear in writing within thirty (30) days of receipt, stating the disputed amount and reason. Undisputed amounts remain payable by the due date.

Cloud & Clear may charge statutory interest and recovery costs for late payment in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) and may suspend Services on reasonable notice where payment is overdue.

8. Intellectual Property Rights

Each party retains ownership of its pre-existing Intellectual Property Rights.

The Customer retains ownership of Customer Materials and grants Cloud & Clear a non-exclusive, royalty-free licence to use them solely for the purpose of providing the Services.

Cloud & Clear retains ownership of all Intellectual Property Rights in its Background Materials.

Unless otherwise agreed in writing and subject to full payment of all Charges, the Customer is granted a non-exclusive, worldwide, perpetual licence to use the Deliverables for its internal business purposes. The Customer may copy, share and use the Deliverables internally and with its Affiliates for internal business purposes.

Third party materials and software remain subject to their respective licence terms.

9. Confidentiality

Each party shall keep the other party's Confidential Information confidential and use it only for the purposes of performing or receiving the Services.

Confidential Information may be disclosed to personnel and professional advisers who need to know it, provided appropriate confidentiality obligations apply.

Confidentiality obligations do not apply to information that:

- is or becomes public other than through breach;
- was lawfully known prior to disclosure;
- is independently developed; or
- must be disclosed by law or a competent authority.

These obligations survive termination for two (2) years, or longer where required by law.

10. Data protection

Each party shall comply with applicable Data Protection Law.

Where Cloud & Clear processes personal data on behalf of the Customer, the Customer acts as data controller and Cloud & Clear as data processor unless otherwise agreed in writing.

Cloud & Clear shall:

- process personal data only on documented instructions;
- implement appropriate technical and organisational security measures;
- ensure personnel with access are subject to confidentiality obligations;
- notify the Customer without undue delay of any personal data breach relating to the Services; and
- delete or return personal data on written request, unless legally required to retain it.

Cloud & Clear shall not transfer personal data outside the UK without written authorisation.

11. Security policies

Where Cloud & Clear is granted access to the Customer's systems or premises, Cloud & Clear shall comply with the Customer's reasonable written security, access and health and safety policies, provided they are supplied in advance and do not materially conflict with these Terms.

12. Non-solicitation

During delivery of the Services and for six (6) months thereafter, the Customer shall not knowingly solicit for employment or engagement any individual materially involved in providing the Services, without Cloud & Clear's prior written consent.

13. Warranties and disclaimers

Cloud & Clear warrants that it shall provide the Services with reasonable skill and care.

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

Cloud & Clear does not provide legal, regulatory or compliance advice and is not responsible for the Customer's regulatory, statutory or compliance decisions, or for the Customer's use of the Services to meet regulatory obligations.

Cloud & Clear is not responsible for third party platforms or services outside its control, or for changes made by the Customer or third parties without Cloud & Clear's written agreement.

14. Limitation of liability

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

Subject to the above, neither party shall be liable for loss of profits, revenue, business, contracts, goodwill, anticipated savings, indirect or consequential loss, or loss or corruption of data.

Subject to the above, each party's total aggregate liability arising out of or in connection with the Services shall be limited to one hundred per cent (100%) of the Charges actually paid by the Customer for the Services giving rise to the claim.

15. Force majeure

Neither party shall be liable for delay or failure to perform due to a Force Majeure Event, provided it notifies the other party promptly and uses reasonable efforts to mitigate the impact.

If a Force Majeure Event continues for more than thirty (30) calendar days, either party may terminate the affected Services on written notice.

16. Termination

Either party may terminate the Services immediately by written notice if the other party commits a material breach which is not remedied within fourteen (14) days of written notice, or becomes insolvent.

On termination, the Customer shall pay all Charges due for Services performed up to the termination date.

17. Platform terms

Where Services are purchased through a third party platform and that platform's mandatory terms govern payment processing, refunds or dispute handling, those terms shall prevail to the extent of any direct conflict.

18. General

Notices shall be in writing and delivered by email or recorded delivery post.

Neither party may assign these Terms without the other's written consent, except in connection with a sale of business or to an Affiliate.

No third party has rights under the Contracts (Rights of Third Parties) Act 1999.

If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary and the remainder shall remain in effect.

These Terms constitute the entire understanding relating to the Services unless replaced by a written agreement.

These Terms are governed by the laws of England and Wales, and the courts of England and Wales have jurisdiction.