Conquer AI
Terms and Conditions

AI Workflow Design & Implementation Service

G-Cloud 15 – Lot 3: Cloud Support

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1. Definitions

"Agreement" means these Terms and Conditions together with the Call-Off Contract and any Statement of Work.
"Customer" means the public sector organisation purchasing the Services.
"Deliverables" means the outputs created during an engagement as specified in the Statement of Work.
"Services" means the consultancy services described in the Service Definition.
"Statement of Work" (SOW) means the document specifying scope, deliverables, timescales, and fees for a specific engagement.

2. Provision of Services

2.1 The Supplier shall provide the Services with reasonable skill and care in accordance with the Statement of Work.

2.2 The Supplier shall allocate appropriately skilled personnel to deliver the Services.

2.3 The Supplier shall provide regular progress updates as specified in the Statement of Work.

2.4 Services shall be performed during normal UK business hours unless otherwise agreed.

3. Customer Obligations

3.1 The Customer shall:
(a) Provide timely access to stakeholders, systems, and information reasonably required
(b) Make decisions and provide approvals within agreed timescales
(c) Designate a project sponsor with authority to approve deliverables
(d) Provide suitable working environment for on-site work (if required)

3.2 Delays caused by Customer non-performance may result in revised timescales and additional charges at the agreed day rates.

4. Deliverables and Acceptance

4.1 Deliverables shall be provided in accordance with the Statement of Work.

4.2 The Customer shall review deliverables within 10 working days (or as agreed in the SOW).

4.3 If the Customer identifies material defects, the Supplier shall remedy them within a reasonable timeframe at no additional cost.

4.4 Deliverables shall be deemed accepted if the Customer does not raise material defects within the review period.

5. Intellectual Property

5.1 All intellectual property in bespoke Deliverables created specifically for the Customer shall transfer to the Customer upon payment.

5.2 Pre-existing intellectual property of the Supplier (including methodologies, frameworks, templates, and reusable components) remains the property of the Supplier.

5.3 The Customer is granted a perpetual, non-exclusive licence to use any Supplier pre-existing IP incorporated into Deliverables for the Customer's internal purposes.

5.4 The Customer retains ownership of all Customer data and pre-existing Customer IP.

6. Confidentiality

6.1 Each party shall keep confidential all information of the other party that is disclosed during the engagement.

6.2 Confidentiality obligations shall survive termination for a period of 5 years.

6.3 The Supplier shall comply with government security requirements as specified.

7. Data Protection

7.1 Where the Supplier processes personal data on behalf of the Customer, it shall do so in accordance with UK GDPR and the Data Protection Act 2018.

7.2 A Data Processing Agreement shall be entered into where required.

7.3 The Supplier shall implement appropriate technical and organisational measures.

8. Charges and Payment

8.1 Charges shall be calculated in accordance with the Pricing Document or as specified in the Statement of Work.

8.2 Invoices shall be issued monthly in arrears (or per agreed milestones).

8.3 Payment is due within 30 days of invoice date.

8.4 All charges are exclusive of VAT.

8.5 Reasonable travel and subsistence expenses shall be recharged at cost with prior approval.

9. Limitation of Liability

9.1 The Supplier's total aggregate liability shall not exceed the greater of £1,000,000 or 150% of the total charges paid or payable under the relevant Call-Off Contract.

9.2 Neither party excludes liability for death, personal injury, fraud, or any liability that cannot be excluded by law.

9.3 Neither party shall be liable for indirect or consequential losses.

10. Term and Termination

10.1 Each engagement shall continue for the period specified in the Statement of Work.

10.2 Either party may terminate with 30 days' written notice.

10.3 Either party may terminate immediately if the other commits a material breach that is not remedied within 30 days of notice.

10.4 Upon termination:
(a) The Supplier shall deliver all completed Deliverables and work in progress
(b) The Customer shall pay for all Services delivered up to termination
(c) Each party shall return confidential information of the other

11. Personnel

11.1 The Supplier may substitute personnel with individuals of equivalent skill and experience with reasonable notice.

11.2 Key personnel (if specified in the SOW) shall not be substituted without Customer consent.

11.3 The Customer shall not solicit Supplier personnel during the engagement and for 6 months thereafter without written consent.

12. Insurance

The Supplier maintains:

- Professional indemnity insurance: £1,000,000
- Public liability insurance: £1,000,000
- Employers' liability insurance: £5,000,000

13. General

13.1 This Agreement is governed by the laws of England and Wales.

13.2 Neither party shall assign the Agreement without prior written consent.

13.3 No variation shall be effective unless in writing and signed by both parties.

13.4 Force majeure provisions apply to events beyond reasonable control.

Key Tips for Lot 3 Consultancy Submissions

1. **Describe your methodology** – Buyers want to understand HOW you work, not just what you deliver
2. **Use SFIA rates** – This is the standard pricing format for professional services on G-Cloud; buyers expect it and can compare easily
3. **Be specific about outcomes** – Public sector buyers need to justify spend, so link your approach to measurable results
4. **Address IP clearly** – For bespoke work, buyers want to own what they pay for. Be explicit about what transfers and what remains yours
5. **Include examples** – Cost examples help buyers understand total engagement costs
6. **Remember direct awards in Lot 3** – Direct awards in this lot could be influenced by standard government day rate limits, so set your prices accordingly
7. **Highlight your differentiator** – Your AI expertise is your USP; make it clear throughout
8. **Security matters** – For Lot 3, you need Cyber Essentials within 12 months of award