

## **G-Cloud 15 – Terms and Conditions**

**Framework:** G-Cloud 15

**Supplier:** 3ROC Ltd ("3ROC")

**Client:** The contracting public sector body ("Client")

### **1. Contractual Structure**

1.1 The agreement between the Parties (the **Agreement**) comprises, in descending order of precedence:

- (a) the CCS G-Cloud 15 Call-Off Contract (RM1557.15);
- (b) the completed Order Form;
- (c) any agreed Statement of Work or Proposal;
- (d) the Service Definition;
- (e) the Pricing Document and SFIA Rate Card; and
- (f) these Terms and Conditions.

1.2 In the event of any conflict, the documents shall prevail in the order listed above.

1.3 The Agreement is deemed accepted on the earliest of:

- signature by authorised representatives of both Parties;
- written instruction to commence the Services;
- commencement of the Services by 3ROC; or
- payment of any undisputed invoice.

1.4 Any amendment or variation to the Agreement shall be valid only if agreed in writing by both Parties.

### **2. Nature of Services**

2.1 3ROC provides professional consultancy and specialist delivery services. Nothing in the Agreement creates an obligation to deliver a specific business outcome unless expressly stated in writing.

2.2 Where 3ROC designs, configures, migrates, integrates or supports systems, platforms, tooling or infrastructure, it does so strictly as a professional services provider and not as a supplier, manufacturer, licensor or operator of goods, software or hosting services.

2.3 3ROC does not provide SaaS, PaaS, IaaS or datacentre services. All services are delivered into Client-owned or Client-procured environments.

2.4 Services shall be performed with reasonable skill and care, consistent with recognised public sector and industry standards.

### **3. Client Responsibilities**

3.1 The Client shall provide timely access to information, personnel, systems, environments, approvals and third parties necessary for delivery of the Services.

3.2 The Client warrants that all information supplied to 3ROC is accurate, complete and not misleading. 3ROC is entitled to rely upon such information without independent verification.

3.3 Delays, additional costs or rework arising from Client failures, inaccurate information, late approvals, or third-party dependencies shall constitute a change in scope and may result in revised fees and delivery timelines.

#### **4. Fees, Charges and Payment**

4.1 Fees are as set out in the Pricing Document, SFIA Rate Card or Statement of Work.

4.2 Time and Materials pricing is based on actual time expended and does not represent a fixed price.

4.3 All fees and expenses are exclusive of VAT, which shall be payable at the prevailing rate.

4.4 Unless otherwise agreed, invoices shall be payable within **30 days** of the invoice date.

4.5 3ROC reserves the right to suspend Services for non-payment of undisputed invoices upon giving reasonable notice.

4.6 Statutory interest may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

#### **5. Liability and Risk Allocation**

5.1 Nothing in the Agreement limits or excludes liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation; or
- any other liability which cannot be excluded by law.

5.2 Subject to clause 5.1, each Party's total aggregate liability arising out of or in connection with the Agreement shall not exceed **100% of the total fees paid or payable under the relevant Call-Off Contract**.

5.3 Neither Party shall be liable for indirect, consequential or economic loss, including loss of profit, revenue, savings, data, goodwill or reputation.

5.4 3ROC shall have no liability for:

- defects, failures or security issues within Client-controlled or third-party environments;
- third-party products, services or suppliers;
- modifications made by parties other than 3ROC;
- Client materials, data or systems provided for use at the Client's risk.

#### **6. Intellectual Property**

6.1 Each Party retains ownership of its pre-existing intellectual property (**Background IP**).

6.2 Subject to full payment, the Client shall own deliverables created specifically for it, excluding 3ROC Background IP, tools, templates, methodologies, know-how and reusable materials.

6.3 3ROC grants the Client a perpetual, non-exclusive, royalty-free licence to use deliverables for internal public sector purposes.

## **7. Third-Party Products and Dependencies**

7.1 3ROC may recommend or integrate third-party products or services but provides no warranty in respect of them.

7.2 The Client contracts directly with third-party suppliers and relies on their warranties and remedies.

## **8. Security and Data Protection**

8.1 3ROC maintains organisational security controls aligned to public sector good practice and holds Cyber Essentials Plus certification. ISO/IEC 27001 certification is in progress.

8.2 3ROC does not store or host Client data except where expressly agreed. Data remains within Client-controlled or Client-procured environments.

8.3 Each Party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

## **9. Termination**

9.1 Either Party may terminate the Agreement for convenience on **30 days' written notice**.

9.2 Either Party may terminate immediately for material breach not remedied within 30 days, or insolvency.

9.3 Upon termination, the Client shall pay all fees and expenses incurred up to the effective termination date.

## **10. Non-Solicitation**

10.1 The Client shall not employ or engage any member of 3ROC's delivery team during the engagement or for **six (6) months** thereafter, except through public recruitment processes.

## **11. Assignment and Subcontracting**

11.1 Neither Party may assign the Agreement without prior written consent, not to be unreasonably withheld.

11.2 3ROC may subcontract elements of the Services while remaining responsible for delivery.

## **12. Publicity**

12.1 Subject to confidentiality obligations, 3ROC may reference the Client's name and a high-level description of the Services in marketing materials.

## **13. Force Majeure**

Neither Party shall be liable for failure or delay caused by events beyond its reasonable control.

**14. Entire Agreement**

The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or representations.

**15. Governing Law and Jurisdiction**

The Agreement shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.