

Glowar Ltd – Terms and Conditions

1. Definitions

“Client” means the contracting authority purchasing services.

“Services” means the professional services provided by Glowar Ltd.

“Agreement” means the call-off contract formed under the G-Cloud framework.

2. Scope of Services

Glowar Ltd shall provide the Services as described in the applicable call-off contract. Services are advisory and enablement focused and do not include managed services unless expressly agreed in writing.

3. Fees and Payment

Fees are as set out in the applicable call-off contract. Unless otherwise agreed, invoices are payable within 30 days of receipt. All fees are exclusive of VAT.

4. Confidentiality

Each party shall keep confidential any information disclosed by the other party which is marked or reasonably understood to be confidential, except where disclosure is required by law.

5. Intellectual Property

Background intellectual property remains the property of the owning party.

Foreground intellectual property created during delivery of the Services shall vest in the Client unless otherwise agreed in writing.

6. Data Protection

Each party shall comply with applicable data protection legislation, including UK GDPR. Glowar Ltd typically acts as a data processor and will process personal data only in accordance with the Client’s instructions.

7. Security

Glowar Ltd applies proportionate information security controls aligned to public sector expectations. Personnel involved in delivery meet Baseline Personnel Security Standard (BPSS) requirements where applicable.

8. Liability

Glowar Ltd's total liability arising out of or in connection with the Services shall be limited to the value of the fees paid under the relevant call-off contract, except where liability cannot be limited by law.

9. Termination

Either party may terminate the Agreement in accordance with the termination provisions of the applicable call-off contract.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

11. Framework Precedence

Where there is any conflict between these terms and the G-Cloud framework or call-off contract, the framework and call-off contract shall take precedence.

Glowar Ltd

Registered in England and Wales number 14099798