



# Terms and Conditions

Bellosoft Software Development & Cloud Support

**G-Cloud 15 Framework (RM1557.15)**

Version 1.0 | January 2026

## 1. Introduction and Scope

These Terms and Conditions ("Terms") apply to the provision of Software Development & Cloud Support services ("Services") by Bellosoft Limited ("Bellosoft", "we", "us", "our") to customers ("Customer", "you", "your") under the G-Cloud 15 Framework Agreement (RM1557.15).

These Terms supplement and should be read in conjunction with:

- The G-Cloud 15 Framework Agreement
- The Call-Off Contract between Bellosoft and the Customer
- The Service Definition Document
- The Pricing Document

In the event of any conflict or inconsistency, the G-Cloud 15 Framework Agreement shall take precedence, followed by the Call-Off Contract, then these Terms.

## 2. Definitions

In these Terms, the following definitions apply:

|                                 |                                                                                                                                                                                                                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Business Hours</b>           | 09:00 to 17:00 Monday to Friday, excluding UK public holidays                                                                                                                                                    |
| <b>Call-Off Contract</b>        | The contract between the Customer and Bellosoft for the provision of Services under G-Cloud 15                                                                                                                   |
| <b>Confidential Information</b> | All information (whether written, oral, visual, electronic or in any other form) disclosed by one party to the other which is identified as confidential or which ought reasonably to be considered confidential |

|                                |                                                                                                                                                                                  |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Day</b>                     | A working day of 7.5 hours during Business Hours                                                                                                                                 |
| <b>Deliverables</b>            | The outputs, work products, or results to be provided by Bellosoft as specified in the Statement of Work                                                                         |
| <b>Personal Data</b>           | Has the meaning given in the UK GDPR and Data Protection Act 2018                                                                                                                |
| <b>Services</b>                | Software development, cloud support, and related professional services as described in the Service Definition                                                                    |
| <b>Statement of Work (SoW)</b> | A document agreed between Bellosoft and the Customer setting out the specific services, deliverables, timescales, and acceptance criteria for a particular project or engagement |
| <b>Working Day</b>             | Any day other than Saturday, Sunday, or a UK public holiday                                                                                                                      |

## 3. Service Provision

### 3.1 Delivery Model

1. Services are delivered remotely using secure collaboration tools and communication platforms.
2. Bellosoft personnel work during UK Business Hours unless otherwise agreed in the Statement of Work or through optional out-of-hours support arrangements.
3. Access to Customer systems, environments, and documentation will be provided securely through mutually agreed methods (VPN, secure remote access, cloud platforms, etc.).

### 3.2 Statement of Work

4. Each engagement will be governed by a Statement of Work agreed between Bellosoft and the Customer.
5. The Statement of Work will detail the scope of services, deliverables, timescales, resource allocation, acceptance criteria, and any specific terms applicable to that engagement.
6. Changes to an agreed Statement of Work must be documented through a formal change control process and agreed in writing by both parties.

### 3.3 Resource Allocation

7. Bellosoft will assign appropriately skilled and experienced personnel to deliver the Services.
8. Standard engagements require a minimum of 5 Working Days' notice for resource allocation. Expedited arrangements are available at the rates specified in the Pricing Document.
9. Where Key Personnel are identified in the Statement of Work, Bellosoft will not replace them without the Customer's prior written consent, except in cases of illness, resignation, or other circumstances beyond Bellosoft's reasonable control.
10. In the event of necessary personnel changes, Bellosoft will provide a replacement of equivalent skill and experience and ensure appropriate knowledge transfer.

## 4. Customer Responsibilities

The Customer acknowledges that effective delivery of Services depends on timely cooperation and the fulfilment of the following responsibilities:

11. **Information and Access:** Provide Bellosoft with timely access to all necessary information, documentation, systems, environments, and personnel required to deliver the Services.
12. **Approvals and Decisions:** Provide timely approvals, feedback, and decisions on deliverables, designs, and milestones as specified in the Statement of Work.
13. **Technical Environment:** Ensure development, testing, and production environments are available, properly configured, and accessible to Bellosoft personnel as required.
14. **Security Credentials:** Provide necessary security credentials, access rights, and permissions in accordance with the Customer's security policies.
15. **Dependencies:** Ensure that any third-party dependencies, integrations, or services required for successful delivery are available and functioning.
16. **Testing and Acceptance:** Conduct appropriate testing and provide written acceptance or rejection of deliverables within the timescales specified in the Statement of Work.

Delays caused by the Customer's failure to fulfil these responsibilities may result in adjustments to project timelines and may incur additional charges as agreed through the change control process.

## 5. Service Standards and Support

### 5.1 Service Levels

- 17. Bellosoft will deliver Services with reasonable skill and care in accordance with industry best practices.
- 18. Response times and service level commitments, where applicable, will be documented in the Statement of Work.
- 19. Standard business hours support is included in all day rates. Out-of-hours support is available as an optional service at the rates specified in the Pricing Document.

### 5.2 Communication

- 20. Bellosoft will provide regular progress updates through agreed communication channels (email, video conferencing, project management tools, etc.).
- 21. Frequency and format of reporting will be agreed in the Statement of Work and may include daily stand-ups, weekly status reports, or sprint reviews as appropriate to the engagement.
- 22. A primary point of contact will be designated by both Bellosoft and the Customer for effective communication and escalation.

### 5.3 Quality Assurance

- 23. All deliverables will be subject to internal quality assurance processes before submission to the Customer.
- 24. Software development work will follow agreed coding standards, testing protocols, and documentation requirements as specified in the Statement of Work.
- 25. Bellosoft will remedy defects or non-conformities in deliverables identified during agreed acceptance testing periods at no additional cost to the Customer.

## 6. Acceptable Use and Service Boundaries

### 6.1 Permitted Use

26. Services are provided solely for the Customer's internal business purposes in accordance with the Statement of Work and applicable law.
27. The Customer shall not use the Services for any unlawful purpose or in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use of the Services.

### 6.2 Service Exclusions

Unless explicitly included in the Statement of Work, the following are excluded from the Services:

- Provision or procurement of third-party software licenses, cloud infrastructure costs, or SaaS subscriptions
- Hardware procurement or maintenance
- On-site services or travel (all services are delivered remotely unless otherwise agreed)
- Large-scale data migration requiring extensive data cleansing or transformation (available as a separate optional service)
- Third-party penetration testing or specialist security audit services (integration support available)
- 24/7 production support (available as an optional service)

### 6.3 Service Dependencies

Effective delivery of Services may depend on:

- Availability and proper configuration of Customer's technical environments
- Functionality and availability of third-party services, APIs, or cloud platforms
- Timely provision of information, feedback, and approvals from the Customer
- Stable and documented requirements as specified in the Statement of Work

Bellosoft will not be liable for delays or failures caused by the unavailability or malfunction of such dependencies, provided Bellosoft has used reasonable endeavours to notify the Customer and mitigate any impact.

## **7. Intellectual Property Rights**

### **7.1 Customer Pre-Existing IP**

28. The Customer retains all intellectual property rights in any materials, data, documentation, or systems provided to Bellosoft for the purposes of delivering the Services.

### **7.2 Bellosoft Pre-Existing IP**

29. Bellosoft retains all intellectual property rights in its pre-existing methodologies, frameworks, tools, libraries, and know-how ("Bellosoft Background IP").
30. The Customer is granted a non-exclusive, non-transferable licence to use Bellosoft Background IP solely to the extent necessary to receive and use the Services and Deliverables.

### **7.3 Project Deliverables**

31. Unless otherwise specified in the Statement of Work, the Customer shall own all intellectual property rights in bespoke deliverables created specifically for the Customer as part of the Services ("Project IP").
32. Project IP ownership shall transfer to the Customer upon receipt of full payment for the relevant deliverables.
33. Where Project IP incorporates Bellosoft Background IP, the Customer receives only a licence to use such Background IP as set out in clause 7.2.

### **7.4 Third-Party Components**

34. Where deliverables include or depend upon third-party software, libraries, or components (including open-source software), the Customer's use of such components is subject to the applicable third-party licence terms.
35. Bellosoft will identify significant third-party dependencies and their licence terms where reasonably practicable.

## 8. Confidentiality and Data Protection

### 8.1 Confidentiality

- 36. Both parties agree to keep confidential all Confidential Information received from the other party and not to disclose it to third parties without prior written consent, except as required by law or regulatory obligation.
- 37. Each party shall use the other party's Confidential Information only for the purpose of performing its obligations or exercising its rights under the Call-Off Contract.
- 38. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this obligation; (b) was rightfully in the receiving party's possession before disclosure; (c) is independently developed without use of the Confidential Information; or (d) is lawfully obtained from a third party without breach of confidentiality.

### 8.2 Data Protection

- 39. Both parties shall comply with their respective obligations under the UK GDPR, Data Protection Act 2018, and all applicable data protection legislation.
- 40. Where Bellosoft processes Personal Data on behalf of the Customer, Bellosoft acts as a data processor and the Customer acts as the data controller.
- 41. The parties shall enter into a Data Processing Agreement (DPA) compliant with Article 28 of the UK GDPR, which shall form part of the Call-Off Contract.
- 42. Bellosoft shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including encryption, access controls, and regular security assessments.

### 8.3 Security

- 43. Bellosoft maintains security policies and procedures designed to protect Customer data and systems, including secure development practices, access controls, and incident response procedures.
- 44. All Bellosoft personnel undergo security awareness training and are bound by confidentiality obligations.
- 45. Security requirements specific to an engagement will be documented in the Statement of Work and may include requirements for security

clearance, background checks, or compliance with Customer security policies.

## 9. Fees and Payment Terms

### 9.1 Fees

- 46. Fees for Services are charged on a day-rate basis as specified in the Pricing Document and confirmed in the Statement of Work.
- 47. A "Day" constitutes 7.5 hours of work during Business Hours. Half-day bookings (3.75 hours minimum) are available at 50% of the daily rate.
- 48. All fees are exclusive of VAT, which will be added at the prevailing rate where applicable.

### 9.2 Invoicing

- 49. Bellosoft will submit invoices in accordance with the payment schedule agreed in the Statement of Work (monthly, upon milestones, or upon completion).
- 50. Each invoice will include sufficient detail to identify the Services provided, including dates, resources, and any applicable Purchase Order or Statement of Work reference.
- 51. Invoices will be submitted electronically to the Customer's designated contact unless otherwise agreed.

### 9.3 Payment Terms

- 52. Payment is due within 30 days of the invoice date unless otherwise specified in the Call-Off Contract.
- 53. Payment shall be made by bank transfer (BACS) to the account specified on the invoice.
- 54. If the Customer disputes any invoice in good faith, the Customer shall notify Bellosoft within 10 Working Days, stating the nature and amount of the dispute. The Customer shall pay any undisputed portion of the invoice by the due date.



## 9.4 Late Payment

55. Late payment may result in interest charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## 9.5 Expenses

56. As Services are delivered remotely, no travel or subsistence expenses are charged unless specifically agreed in the Statement of Work for exceptional circumstances requiring on-site attendance.

# 10. Changes and Variations

57. Any changes to the scope, deliverables, timescales, or fees agreed in a Statement of Work must be requested through a formal change control process.
58. Change requests will be assessed by Bellosoft for impact on cost, timeline, and resources. A written change proposal will be provided to the Customer for approval.
59. No changes shall be implemented until agreed in writing by both parties.
60. Bellosoft reserves the right to charge for time spent assessing change requests that are subsequently not proceeded with, where such assessment requires substantial effort.

# 11. Suspension and Termination

## 11.1 Suspension

61. Bellosoft may suspend provision of Services immediately upon written notice if: (a) payment of undisputed invoices is more than 30 days overdue; (b) the Customer's use of Services violates these Terms or applicable law; or (c) such suspension is required by law or regulatory authority.

## 11.2 Termination for Convenience

- 62. Either party may terminate an engagement under a Statement of Work by providing 30 days' written notice, subject to the terms of the Call-Off Contract.
- 63. Termination for convenience of the overall Call-Off Contract shall be governed by the terms of the G-Cloud 15 Framework Agreement and the Call-Off Contract.

## 11.3 Termination for Cause

- 64. Either party may terminate immediately if the other party commits a material breach that is not remedied within 30 days of written notice.
- 65. Either party may terminate immediately if the other party becomes insolvent, enters administration, or ceases to carry on business.

## 11.4 Effects of Termination

- 66. Upon termination, the Customer shall pay for all Services rendered up to the effective date of termination, including any work in progress valued on a pro-rata basis.
- 67. Bellosoft will provide the Customer with all completed deliverables and, where reasonably practicable, work in progress in a usable format.
- 68. Each party shall return or securely destroy Confidential Information of the other party, except where retention is required by law or for archival purposes.
- 69. Provisions of these Terms that by their nature should survive termination (including confidentiality, intellectual property rights, limitation of liability, and indemnification) shall continue in force.

# 12. Warranties and Liabilities

## 12.1 Warranties

- 70. Bellosoft warrants that Services will be performed with reasonable skill and care in accordance with industry best practices.

71. Bellosoft warrants that deliverables will materially conform to their specifications as documented in the Statement of Work at the time of delivery.
72. Where deliverables do not conform to their specifications, Bellosoft will re-perform or correct the relevant Services at no additional cost, provided the non-conformance is reported within 30 days of delivery.

## 12.2 Warranty Exclusions

The warranties in clause 12.1 do not apply to the extent that any defect or non-conformance:

- Results from the Customer's failure to follow Bellosoft's instructions or recommendations
- Results from modifications made by the Customer or third parties without Bellosoft's consent
- Arises from use of deliverables in combination with non-conforming third-party components
- Is caused by factors beyond Bellosoft's reasonable control

## 12.3 Limitation of Liability

73. Nothing in these Terms shall limit or exclude either party's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of obligations under data protection legislation; or (d) any other liability that cannot be limited or excluded by law.
74. Subject to clause 12.3(1), neither party shall be liable for any indirect, special, incidental, or consequential losses, including loss of profits, loss of business, loss of revenue, loss of data, or loss of anticipated savings.
75. Subject to clause 12.3(1), Bellosoft's total aggregate liability arising out of or in connection with the Call-Off Contract shall not exceed the total fees paid or payable by the Customer in the 12 months preceding the event giving rise to the claim.

## 13. Force Majeure

76. Neither party shall be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond its reasonable control ("Force Majeure Event").

- 77. Force Majeure Events include, but are not limited to: acts of God, flood, fire, earthquake, pandemic, governmental actions, war, terrorism, civil unrest, strikes, telecommunications failures, and power outages.
- 78. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effects of the Force Majeure Event.
- 79. If a Force Majeure Event continues for more than 60 days, either party may terminate the affected Statement of Work or Call-Off Contract upon written notice.

## **14. General Provisions**

### **14.1 Entire Agreement**

- 80. These Terms, together with the G-Cloud 15 Framework Agreement, the Call-Off Contract, the Pricing Document, and any Statement of Work, constitute the entire agreement between the parties and supersede all prior agreements, representations, or understandings relating to the subject matter.

### **14.2 Assignment**

- 81. Neither party may assign, transfer, or subcontract its rights or obligations under the Call-Off Contract without the prior written consent of the other party, except that Bellosoft may subcontract delivery of Services to qualified subcontractors provided Bellosoft remains fully responsible for their performance.

### **14.3 Severability**

- 82. If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

## 14.4 Waiver

83. No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy. A waiver is only effective if given in writing.

## 14.5 Notices

84. All notices under these Terms shall be in writing and delivered by email to the designated contact, or by recorded delivery post to the registered office address.

85. Notices shall be deemed received: (a) if sent by email, upon transmission (subject to no delivery failure notification); (b) if sent by post, three Working Days after posting.

## 14.6 Governing Law and Jurisdiction

86. These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.

87. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.

## 14.7 Relationship of Parties

88. Nothing in these Terms shall create, or be deemed to create, a partnership, joint venture, agency, or employment relationship between the parties. Each party is an independent contractor.

# 15. Contact Information

For queries relating to these Terms and Conditions or the Services, please contact:

**Company Name:** Bellosoft Limited

**Company Number:** 11972919

**Registered Office:** Suite 8, 186 St. Albans Road, Watford, England, WD24 4AS

**Website:** [www.bellosoft.com](http://www.bellosoft.com)

**Email:** mateus@bellosoft.com

**Phone:** +44 28 7192 2725

**Document Version:** 1.0 | January 2026

**Let's Build Something Great Together**