

RM1557.15

G-CLOUD 15 FRAMEWORK

LOT 3: CLOUD SUPPORT

TERMS AND CONDITIONS

Supplier: Backyard Technologies Ltd.

Document Version: 1.0

Date: 30 January 2026

BACKYARD

1. INTRODUCTION AND INTERPRETATION

1.1 Application

These Supplier Terms and Conditions ("Supplier Terms") apply to the provision of Cloud Support services by Backyard Technologies Ltd. ("Supplier") under the G-Cloud 15 Framework Agreement (RM1557.15).

These Supplier Terms are supplementary to and shall be read in conjunction with the G-Cloud 15 Framework Agreement, CCS General Terms, and applicable Call-Off Schedules. In the event of any conflict, the order of precedence set out in the Framework Agreement shall apply.

1.2 Definitions

Unless otherwise defined herein, capitalised terms shall have the meanings given to them in the Framework Agreement and Joint Schedule 1 (Definitions).

"Buyer" means the public sector organisation entering into a Call-Off Contract with the Supplier.

"Services" means the Cloud Support services described in the Service Definition Document.

"Working Day" means any day other than a Saturday, Sunday, or public holiday in England.

2. SERVICE PROVISION

2.1 Service Standards

The Supplier shall provide the Services:

- (a) with reasonable skill and care;
- (b) in accordance with the Service Definition Document;
- (c) in compliance with all applicable laws and regulations;
- (d) using appropriately qualified and experienced personnel.

2.2 Service Levels

The Supplier shall meet the service levels specified in the Service Definition Document. Where service levels are not met, the Buyer may be entitled to service credits as set out in Call-Off Schedule 14 (Performance Levels).

2.3 Personnel

All personnel providing Services shall be vetted to BPSS (Baseline Personnel Security Standard) as a minimum. Higher clearance levels may be obtained upon Buyer request and subject to successful vetting.

3. PRICING AND PAYMENT

3.1 Pricing

Services shall be priced in accordance with the Pricing Document published on the Digital Marketplace. All prices are exclusive of VAT unless otherwise stated.

3.2 Invoicing

- (a) For fixed-price engagements: invoices shall be raised upon achievement of agreed milestones or monthly in arrears.

(b) For subscription services (MRR): invoices shall be raised monthly in advance.

(c) For time and materials: invoices shall be raised monthly in arrears with supporting timesheets.

3.3 Payment Terms

Payment shall be due within 30 days of receipt of a valid invoice. Late payment interest may be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

3.4 Price Adjustments

Prices may only be adjusted in accordance with the Framework Agreement provisions. The Supplier commits to maintaining competitive pricing throughout the Framework period.



4. DATA PROTECTION AND SECURITY

4.1 Data Protection Compliance

The Supplier shall comply with:

- (a) UK General Data Protection Regulation (UK GDPR);
- (b) Data Protection Act 2018;
- (c) Data (Use and Access) Act 2025;
- (d) All other applicable data protection legislation.

4.2 Data Processing

Where the Supplier processes personal data on behalf of the Buyer, it shall do so only in accordance with the Buyer's documented instructions and the terms of Joint Schedule 10 (Processing Data).

4.3 Data Location

All Buyer data shall be processed and stored within the United Kingdom unless explicitly agreed otherwise in writing. The Supplier shall not transfer data outside the UK without the Buyer's prior written consent.

4.4 Security Measures

The Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including:

- (a) Encryption of data at rest (AES-256) and in transit (TLS 1.3);
- (b) Access controls and authentication mechanisms;
- (c) Regular security assessments and penetration testing;
- (d) Incident response and breach notification procedures.

4.5 Security Incident Notification

The Supplier shall notify the Buyer of any security incident affecting Buyer data within 24 hours of discovery, providing all relevant details and proposed remediation actions.

5. INTELLECTUAL PROPERTY

5.1 Pre-existing IPR

Each party retains ownership of its pre-existing intellectual property rights. The Supplier grants the Buyer a non-exclusive licence to use Supplier IPR to the extent necessary to receive the benefit of the Services.

5.2 Project-Specific IPR

Unless otherwise agreed in the Call-Off Contract, intellectual property rights in deliverables created specifically for the Buyer shall vest in the Buyer upon payment in full, subject to the terms of Call-Off Schedule 1 (Intellectual Property Rights).

6. LIABILITY AND INDEMNITY

6.1 Limitation of Liability

Subject to the Framework Agreement terms, the Supplier's total aggregate liability under any Call-Off Contract shall not exceed the greater of:

- (a) £1,000,000 (one million pounds); or
- (b) 150% of the total Charges paid or payable under the Call-Off Contract.

6.2 Exclusions

Nothing in these terms shall limit or exclude liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of data protection obligations;
- (d) any other liability that cannot be limited or excluded by law.

6.3 Insurance

The Supplier maintains the following insurance cover in accordance with Joint Schedule 3 (Insurance Requirements):

- (a) Professional Indemnity Insurance: £1,000,000 per claim
- (b) Public Liability Insurance: £1,000,000 per claim
- (c) Employers' Liability Insurance: £5,000,000 per claim

7. TERMINATION AND EXIT

7.1 Termination for Convenience

The Buyer may terminate a Call-Off Contract for convenience by giving not less than 30 days' written notice (90 days for Enterprise tier services).

7.2 Termination for Cause

Either party may terminate immediately upon material breach by the other party that is not remedied within 30 days of written notice.

7.3 Exit Management

Upon termination, the Supplier shall:

- (a) Provide reasonable assistance with transition to a replacement supplier;
- (b) Return all Buyer data in an agreed machine-readable format;
- (c) Securely delete all Buyer data and provide certification thereof;
- (d) Complete all exit activities in accordance with Call-Off Schedule 10 (Exit Management).

8. COMPLIANCE AND CERTIFICATIONS

8.1 Cyber Essentials

The Supplier commits to obtaining and maintaining Cyber Essentials certification within 12 months of the Framework award date, as required by G-Cloud 15.

8.2 Regulatory Compliance

The Supplier shall comply with all applicable laws, regulations, and industry standards, including but not limited to:

- (a) Cyber Essentials Plus v3.3 requirements;
- (b) UK Sustainability Reporting Standards (UK SRS);
- (c) Government Security Classifications Policy;
- (d) Procurement Act 2023 requirements.

9. GENERAL PROVISIONS

9.1 Subcontracting

The Supplier may use subcontractors for service delivery, provided that such subcontractors meet equivalent security and compliance standards. The Supplier remains fully responsible for the acts and omissions of its subcontractors.

9.2 Confidentiality

Each party shall keep confidential all information of a confidential nature obtained from the other party and shall not disclose such information without prior written consent, except as required by law or the Framework Agreement.

9.3 Governing Law

These Supplier Terms and any Call-Off Contract shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

9.4 Entire Agreement

These Supplier Terms, together with the Framework Agreement and applicable Call-Off Contract documents, constitute the entire agreement between the parties and supersede all prior agreements, understandings, and representations.

10. SUPPLIER CONTACT INFORMATION

Company Name	Backyard Technologies Ltd.
Registered Address	18 Brickfield Close, CO4 3BH, Colchester, Essex, United Kingdom
Primary Contact	Christopher Abhulimen, Chief Executive Officer
Framework Reference	RM1557.15 G-Cloud 15, Lot 3: Cloud Support

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