



G-Cloud 15

Lot 3 – Cloud Support Services

Terms & Conditions - Consultancy

connect

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advent-im.co.uk

Advent IM Limited Standard Terms and Conditions

GEN-POL-005 Standard Terms and Conditions v9.0

Reviewed: 26th September 2025

In these Conditions:

“Advent IM” means Advent IM Limited;

“Client” means the individual or organisation with whom the Contract is made with Advent IM;

“Conditions” means the terms and conditions set out in this Contract;

“Consultant” means the individual(s) provided by Advent IM for the performance of the Services;

“Contract” means this Contract for the provision of Services between Advent IM and the Client;

“Fees” means monies owing to Advent IM for the provision of the Services;

“Onsite Training Courses” means those certain educational deliverables or services that are performed by Advent IM for the Client at the Client’s premises;

“Party” means an individual or organisation who is party to the Contract, in this case, the Client and/or Advent IM;

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, from that data and/or other information which is provided to Advent IM by the Client;

“Services” means those certain professional, educational and technical deliverables or services that are performed by Advent IM for the Client; and

“Working Days” means Monday to Friday, excluding Bank and other public holidays in England.

1 General

1.1 These Conditions apply in preference to and supersede any terms and conditions referred to, or relied on by the Client whether in negotiation or at any stage in the dealings between Advent IM and the Client with reference to the Services which this Contract relates to. Without prejudice to the generality of the foregoing, Advent IM shall not be bound by any standard or printed terms furnished by the Client in any of its documents, unless agreed and acknowledged in writing by Advent IM. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

2 Variation

2.1 Neither party shall be bound by any variation, waiver of or addition to these Conditions except agreed by both parties in writing and signed on their behalf.

3 Orders

3.1 Notwithstanding that Advent IM may have given a detailed quotation, no order shall be binding on Advent IM unless and until it has been accepted in writing by a Director or other duly authorised representative on behalf of Advent IM.

4 Price

4.1 Advent IM reserves the right at one month’s notice to vary the levels of Fees. The new Fees shall not exceed Advent IM’s standard level of Fees at the date of variation.

4.2 Unless otherwise agreed in writing the Fees shall be invoiced on a monthly basis or at the end of the project, whichever is sooner.

4.3 Unless otherwise agreed in writing between the parties, reasonable expenses shall be added to the Fees for accommodation, travel and subsistence.

5 Payment Terms

5.1 Unless otherwise agreed in writing, Consultant time invoiced in increments of 1 hour up to 8 hours for remote working. On-site days shall be charged at the full day rate regardless of time spent on site.

5.2 With regards to the provision of Onsite Training Courses, unless otherwise agreed in writing, payment shall be made in full without any deduction or set-off at least 5 working days prior to the commencement of Onsite Training Courses.

5.3 Except for Onsite Training Courses as detailed in Condition 5.2, unless otherwise agreed in writing, payment shall be made in full without any deduction or set-off within 30 days of the date of invoice.

5.4 Subject to Conditions 5.2, failure to pay in full at least 5 working days prior to the commencement of Onsite Training Courses may result in Advent IM in the suspension of the supply of Onsite Training Courses to the Client.

5.5 Subject to Conditions 5.3 or 5.2 and 5.4, in addition to the right to charge interest as specified in the [Late Payment of Commercial Debts \(Interest\) Act 1998](#), in the event that the Client fails to pay and continues suspension of payment for a further 30 days, Advent IM shall have the right to suspend performance of the Contract and of any other Contract between Advent IM and the Client and charge the Client for all additional costs resulting from such suspension and any subsequent resumption of performance.

6 Call-Off Days

6.1 Call-off days, are days of Services that may be used at any time during the Contract. However, any unused call-off Contract days shall become invalid for use and non-refundable where purchased in advance if they remain unused 12 months or more after the Client’s original purchase order date.

7 Advent IM Duties and Responsibilities

7.1 The Parties acknowledge that for the purposes of the EU General Data Protection Regulation, the Client is the Data Controller and Advent IM is the Data Processor. Advent IM shall provide the Client with the Services.

7.2 Whilst Advent IM shall use all reasonable endeavours to ensure that the same Consultant shall continue throughout an assignment, it reserves the right to change that Consultant if necessary. Any change of Consultant shall be agreed in writing with the Client and shall be subject to these Conditions. The new Consultant shall undertake the necessary familiarisation period without charge to the Client.

7.3 The Advent IM Consultant shall record all time spent on an assignment including time spent travelling for the purposes of the assignment. Time spent shall be accounted for in units of half a day. No charge shall be made for periods when the Consultant is absent due to illness or holiday.

7.4 Advent IM shall not accept nor shall it permit the Consultant to accept any Fees, commissions or other considerations from organisations whose products are being discussed with the Client.

7.5 Unless specifically authorised to do so the Consultant shall not attend any meeting with a third party to discuss the Services except in the presence of the Client.

8 Client Facilities

8.1 With regards to Onsite Training Courses, the Client shall be required to have suitable facilities to be able to conduct Onsite Training Courses.

8.2 Failure to supply suitable facilities may result in the cancellation of the Onsite Training Courses and the Client being charged for the day of Services being performed in the Contract.

8.3 With regards to consultancy delivery, the Client shall provide a suitable working space for the Consultant to work in. Failure to do so may result in cancellation of the services being performed and the Client being charged for the day of Services being performed in the Contract.

9 Confidentiality

- 9.1 Neither Party shall disclose nor permit members of its staff to disclose any confidential information entrusted to it by the other party provided always that this restriction shall not apply to information:
- 9.1.1 Already in the party's possession; or
 - 9.1.2 Which comes into the public domain other than by breach of this obligation by the party or a member of its staff; or
 - 9.1.3 Which is disclosed to the party by a third party free to disclose the same.

10 Data Protection

- 10.1 Any information provided to Advent IM is subject to our Privacy Policy which governs our collection and use of your information. <https://www.advent-im.co.uk/about-us/privacy/>.
- 10.2 The Client shall ensure that it has in place all necessary consents in connection with Personal Data to allow Advent IM at all times to perform the Services. Advent IM shall not be liable to perform the Services to the extent it is unable to, due to a breach of this Clause.
- 10.3 Advent IM warrants to the Client that it shall only use the Personal Data for the purpose of carrying out its obligations hereunder and that it shall ensure that all reasonable and appropriate security measures are in place to protect the Personal Data.
- 10.4 Advent IM shall retain the Personal Data in line with Advent IM's Data Retention, Sanitisation and Disposal procedure.
- 10.5 Advent IM shall destroy or deliver up the Personal Data upon written demand from the Client via a Subject Access Request in line with our Subject Access Request procedure.
- 10.6 Advent IM shall in all respects comply with its obligations under the Data Protection Act 2018, Data Usage and Access Act 2025 and UK General Data Protection Regulations and any amendments to or re-enactments thereof.

11 AI Use Restriction

- 11.1 The Client shall not, without the prior written consent of Advent IM:
- 11.1.1 Input, upload, or otherwise disclose any deliverables, reports, methodologies, or proprietary materials provided by Advent IM into any artificial intelligence (AI) system, machine learning model, or automated data processing tool, including but not limited to publicly accessible generative AI platforms (e.g., ChatGPT, Copilot, Bard), whether proprietary or third-party;
 - 11.1.2 Use Consultant Deliverables or proprietary information to train, fine-tune, or enhance any AI or machine learning model, whether internal or external to the Client's organization;
 - 11.1.3 Store, process, or analyse Consultant Deliverables using any AI system that retains data, learns from inputs, or generates outputs based on user-provided content, unless such system is explicitly approved in writing by Advent IM and subject to equivalent confidentiality and intellectual property protections;
 - 11.1.4 Generate outputs or derivative works using AI tools based on Consultant Deliverables unless such outputs are reviewed, validated, and treated with the same level of confidentiality and intellectual property respect as the original materials.
- 11.2 The Client shall implement appropriate technical and organisational safeguards to prevent unauthorised AI-related use of Consultant Deliverables and shall notify Advent IM immediately upon becoming aware of any breach or suspected breach of this clause.
- 11.3 This clause shall survive termination of the Agreement and apply to all deliverables and proprietary materials provided during the engagement.

12 Copyright

- 12.1 Ownership of copyright and all other intellectual property rights in materials used for the provision of the Services vests in Advent IM unless otherwise stated. Upon payment of invoice, the Client shall be authorised to copy and use any reports prepared specifically for it pursuant to this Contract.

13 Advertising and Marketing

- 13.1 Advent IM may make reference to a Client's contract within any proposal to further Clients, provided only fundamental facts are divulged and the information is neither proprietary nor confidential.
- 13.2 Advent IM may use feedback provided by the Client on future marketing materials. Such materials may contain references to the Client. However, Advent IM may not reference specific Client employee names, without the prior written consent from the Client.

14 Health and Safety

- 14.1 The Parties shall ensure that all employees shall, at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Act, regulations or orders pertaining to the health and safety of their employees and others who may be affected by their acts or omissions.

15 Liability

- 15.1 Advent IM warrants that the Services shall be provided using reasonable skill and care. Where goods and services are supplied by a third party Advent IM does not give any warranty, guarantee, or term as to their quality, fitness for purpose or otherwise.
- 15.2 Advent IM shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, or any other fault of the Client.
- 15.3 Nothing in this clause excludes or limits the liability of Advent IM for fraudulent misrepresentation or for death or personal injury caused by Advent IM's negligence. Except as aforesaid the following provisions set out the entire financial liability of Advent IM (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
- 15.3.1 Advent IM shall not be liable for any loss or damage caused to the Client except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by Advent IM, its employees, agents or subcontractors and in such event Advent IM's total liability in respect of all claims arising under or by virtue of this Contract or in connection with the performance or contemplated performance of this Contract shall not exceed the sum of £100,000; and
 - 15.3.2 Advent IM shall not be liable to the Client for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arises out of or in connection with this Contract even if such loss was reasonably foreseeable, or Advent IM had been advised of the possibility of incurring the same by the Client.

16 Cancellation/Termination

- 16.1 Advent IM reserves the right to withdraw from the Contract without notice if, in its opinion, information required for satisfactory completion of the Contract and requested by Advent IM in writing is either not provided or, if provided, is inaccurate or inadequate. The Client shall be liable for Advent IM's Fees and expenses up to and including the date of withdrawal.
- 16.2 The following cancellation charges shall apply for cancellation by the Client of each single day of Services being performed in the Contract:
- 16.2.1 100% of the day rate for less than 2 (two) Working Days notice;

- 16.2.2 50% of the day rate for less than 5 (five) Working Days notice; and
- 16.2.3 No charge for more than 5 Working days notice.
- 16.3 The Client shall be entitled to cancel the entire Contract at any time by giving not less than three months' notice to Advent IM. On cancellation the Client shall be liable for Advent IM's Fees and expenses up to the date of cancellation. Advent IM shall also charge 10% of the remaining project value and the Client shall reimburse to Advent IM any reasonable costs and expenses incurred by Advent IM pursuant to the Contract.
- 16.4 Any cancellation of the entire Contract by the Client of less than 3 months' notice shall be at the discretion of Advent IM and agreed in writing by Advent IM. Where Advent IM has granted such written permission, a minimum charge of 30% of the total project value shall be charged.
- 16.5 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation (if an individual bankruptcy), makes a voluntary arrangement, has a receiver, administrative receiver, or liquidator or administrator appointed.
- 16.6 The provisions of clauses 5, 9, 10, 11, 12, 13, 15, 16, 17, 18, 23 and 24 shall survive the termination of the Contract.
- 17 Force Majeure**
- 17.1 Advent IM shall not be liable for any delay or failure in performance of its obligations under the Contract which is due to or results from any circumstances beyond its reasonable control. In any such event Advent IM shall be entitled to delay or cancel performance of the Services.
- 18 Insolvency and Default**
- 18.1 Advent IM in its discretion and without prejudice to any other right to claim may by notice in writing determine wholly or in part any and every Contract between Advent IM and the Client or may (without prejudice to Advent IM's rights subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend further performance of the Contract until any defaults by the Client be remedied, if:
- 18.1.1 Advent IM shall be in breach of any of its obligations under the Contract;
- 18.1.2 If any distress or execution shall be levied on the Client's property or assets;
- 18.1.3 If the Client shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy;
- 18.1.4 If any bankruptcy petition be presented against his or (if the Client is a company) if any Resolution or Petition to wind up such company shall be passed or presented;
- 18.1.5 If a receiver, administrative receiver or administrator of the whole or any part of such company's undertaking property or assets shall be appointed; and
- 18.1.6 If anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Client.
- 19 Third Party Rights Exclusion**
- 19.1 A person who is not a party to this Contract shall not have any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 20 Sustainability**
- 20.1 The Client agrees to:
- 20.1.1 Comply with applicable environmental laws and regulations, and to operate in a manner that supports sustainable development and minimises environmental impact;
- 20.1.2 Collaborate with Advent IM, where appropriate, to identify opportunities for sustainability improvements in the scope of services delivered, including energy efficiency, waste reduction, and responsible data handling.
- 20.1.3 Avoid practices that conflict with recognised sustainability standards, including but not limited to excessive resource consumption, unethical labour practices, or activities that contribute to environmental degradation.
- 20.1.4 Disclose any known sustainability risks that may impact the delivery of services, including supply chain vulnerabilities, carbon-intensive operations, or regulatory non-compliance.
- 20.1.15 Support Advent IM's sustainability commitments, including the use of digital documentation, remote collaboration tools, and low-carbon travel alternatives where feasible.
- 20.2 Advent IM may request reasonable information from the Client to assess alignment with sustainability objectives relevant to the engagement. The Client shall cooperate in good faith with such requests.
- 20.3 In the event of a material breach of this Clause, Advent IM may notify the Client and request corrective action. Failure to address sustainability-related breaches may be considered grounds for termination of the Agreement, subject to applicable notice provisions.
- 21 Severability**
- 21.1 If at any time one or more of the above Conditions becomes in whole or in part void, invalid, or unenforceable then the remainder of the Contract shall nevertheless be valid and enforceable.
- 22 Notices**
- 22.1 Any notice sent under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may be notified by each party from time to time.
- 22.2 Notices to Advent IM shall be sent to:
Julia McCarron, Advent IM Limited (Company Registration Number: 4626377), Cradley Enterprise Centre, Maypole Fields, Halesowen, West Midlands B63 2QB.
- 23 Assignment**
- 23.1 Neither Party shall assign or transfer the whole or any part of its rights or obligations under the Contract to any other person, firm or company, without the prior written consent of the Other Party.
- 24 Non-Solicitation**
- 24.1 The Client shall not during the course of this Contract or for a period of 9 months from the date of termination solicit or offer any inducement to work for the Client to the Consultant or any employee of Advent IM that the Client had contact with during the performance of the Services.
- 25 Governing Law**
- 25.1 The Contract shall be governed by and construed in accordance with English Law.

Contact Details

The team will be happy to help with enquiries and provide further information on any of our Cloud Support Services.



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