

Terms and conditions for the supply of services: G Cloud 15

This Terms and Conditions document is dated 26 January 2026.

BETWEEN SCROLL LTD, incorporated and registered in England and Wales with company number 11144830, whose registered office is at Unit 5, Avenue Business Park, Brockley Road, Cambridge CB23 4EY (Supplier)

AND

Any customers procuring Scroll's services through the G-Cloud Framework (Customer)

It is hereby agreed as follows:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

- **Customer:** any organisation or party procuring the services of Scroll Ltd through the G-Cloud Framework, for example via the G-Cloud Cloudstore.
- **Data Protection Legislation:** all applicable law about the processing of personal data and privacy, including but not limited to the General Data Protection Regulation (GDPR), the Data Protection Act 2018 and legally binding guidance and codes of practice issued by the Information Commissioner.
- **Deliverables:** all Documents, products and materials developed by the Supplier or its agents, sub-suppliers, consultants and employees in relation to a Project Plan or the Services in any form, including computer programs, data, reports and specifications (including drafts) and the deliverables specified in the Project Plan.
- **Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- **GDPR:** General Data Protection Regulation

- **In-put Material:** all Documents, information and materials provided by the Customer relating to the Services, and/or the in-put materials specified in each Project Plan.
 - **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - **Personnel:** any member of staff or associate (contractor or otherwise) of the Supplier's team
 - **Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services or a Project Plan which existed prior to the commencement of this agreement.
 - **Premises:** any premises under the control of the Customer used or occupied by the Supplier in the performance of the Services.
 - **Project:** each project as described in a Project Plan.
 - **Project Milestone:** a date by which a part of the Project is to be completed, as set out in a Project Plan.
 - **Project Plan:** the detailed plan describing the Project timetable (including Project Milestones) and responsibilities for the provision of the Services agreed in accordance with clause 3.
 - **Purchase Order:** a valid order raised by an authorised official of the Customer specifying the services to be delivered and details of monetary amounts due to be paid to the Supplier on delivery of the stated services or specified milestones.
 - **The Customer's Equipment:** any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services.
 - **The Customer's Manager:** the Customer's manager for each Project and the Services.
 - **Services:** the services to be provided by the Supplier under this agreement, as set out in the Service Definition Document and as per each Project Plan, together with any other services which the Customer takes or agrees to take from the Supplier.
 - **Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its sub-suppliers and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer.
 - **Supplier's Manager:** the Supplier's manager for the Services or a Project.
 - **Supplier's Team:** the Supplier's Manager and all employees, consultants, agents and sub-suppliers which it engages in relation to the Services and who are appointed under clause 4.2.
 - **VAT:** value added tax chargeable under English law for the time being and any similar, additional tax.
- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.

- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to writing or written includes faxes but not email.
- 1.8 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
- 1.10 References to clauses, annexes and schedules are to the clauses, annexes and schedules of this agreement.

2. Commencement and duration

- 2.1 The Supplier shall provide the Services to the Customer on the terms and conditions of this agreement.
- 2.2 The Supplier shall provide the Services from the date specified in each Project Plan or, if later, the date when the Purchase Order is released.
- 2.3 The Supplier shall be entitled to charge the Customer a daily fee if the Customer delays the stated start date.

3. Project Plan/Purchase Order

- 3.1 The Supplier shall undertake all services in accordance with the requirements in the Project Plan/Purchase Order that will be issued by the Customer.
- 3.2 If a Project Plan has not been provided within the Specification the Supplier shall, within a reasonable specified period, provide the Customer with a draft Project Plan for agreement.

4. Supplier's responsibilities

- 4.1 The Supplier shall provide the Services, and deliver the Deliverables to the Customer, in accordance with the Project Plan/Purchase Order, and shall allocate sufficient resources to the Project and Services to enable it to comply with this obligation.
- 4.2 The Supplier shall:
 - (a) co-operate with the Customer in all matters relating to the Services and each Project;

- (b) procure the availability of the Supplier's Team to provide the Services during the term of this agreement;

4.3 The Supplier shall:

- (a) perform this agreement in accordance with all applicable UK and European laws and regulations and good industry practice;
- (b) observe, and ensure that the Supplier's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Premises.

4.4 The Supplier shall ensure that any personnel provided under this agreement, including those of any sub-suppliers, who have unsupervised access to the Premises and the Customer's Equipment and could potentially come into contact with children, young people or vulnerable groups, meet the personnel security standard as advised by the Customer and shall provide evidence that the checks thereunder have been performed on request to the Customer.

4.5 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its information disclosure obligations.

4.6 The Supplier shall ensure that all paper used in the production of reports and other materials arising out of the performance by the Supplier of its duties under this agreement consists of a minimum of 60% recycled content of which 75% is post-consumer waste. However, the Supplier will avoid use of paper altogether as it has committed to running a paper-free business.

5. The Customer's obligations

5.1 The Customer shall:

- (a) provide such access to the Premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Supplier in writing in advance, for the purposes of the Services;
- (b) provide the In-put Material in order to carry out the Services in a timely manner, and ensure that it is accurate in all material respects; and
- (c) inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Premises; and
- (d) inform the Supplier of any TUPE arising from the transfer of work to the Supplier, ahead of issuing the contract for services to the Supplier

5.2 The Customer shall not treat any of the Supplier's personnel as if they were employees of the Customer or in a manner that could undermine the IR35 determination. Customers shall not offer overtime pay, negotiate rates or conditions, interview prospective personnel of the Supplier, require the Supplier's personnel to be named on invoices, include the Supplier's personnel on staff lists or organograms, or ask them to assist with internal interview/360/review processes. The Customer shall not treat Scroll's personnel as part and parcel of the Customer's organisation, nor create expectations of more work.

6. Charges and payment

- 6.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay charges on the basis set out in this clause 6.
- 6.2 Each Purchase Order shall specify whether charges shall be payable on a time and materials basis, a fixed-price basis or a combination of both. Clause 6.3 shall apply if the Supplier provides Services on a time and materials basis, and clause 6.4 shall apply if the Supplier provides Services for a fixed price. The remainder of this clause 6 shall apply in either case.
- 6.3 Where Services are provided on a time and materials basis:
- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's daily fee rates for the Supplier's Team, details of which are set out in each Project Plan/Purchase Order;
 - (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an 8-hour day;
 - (c) the Supplier shall charge on a pro-rata basis (rounded up to the nearest quarter day) for part-days worked;
 - (d) all charges quoted to the Customer shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate;
 - (e) the Supplier shall ensure that the members of the Supplier's Team complete timesheets recording time spent on the Services or Project, and, subject to the written approval of them by the Customer's Manager, the Supplier shall use such timesheets to calculate the charges covered by each monthly invoice;
 - (f) the Supplier shall invoice the Customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned. Each invoice shall set out the time spent by the Supplier's Team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
 - (g) the amount payable by the Customer to the Supplier in respect of any and all invoices relating to the Services provided under each Project Plan shall be limited to the amount stated on the Purchase Order.
- 6.4 Where Services are provided for a fixed price, the total price payable to the Supplier for the Services shall be the amount set out in the Purchase Order. The total price shall be paid to the Supplier in instalments, as set out in the Purchase Order. On reaching the end of a period specified in the Purchase Order in respect of which an instalment is due, the Supplier shall invoice the Customer for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate.
- 6.5 The Customer shall use their reasonable endeavours to pay each invoice which is properly due and submitted to it by the Supplier within 30 calendar days, subject to the Supplier invoice being consistent with the Purchase Order and with the required supporting information, to a bank account nominated in writing by the Supplier. The Supplier will charge interest to the Customer on all amounts outstanding for more than 30 days from the invoice date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1988.

7. Quality of Services

- 7.1 The Supplier warrants to the Customer that:

- (a) the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
- (b) the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform the Customer as soon as it becomes aware of any changes in that legislation.

8. Intellectual property rights

- 8.1 The Customer has the right to use the Deliverables and products or materials for the purposes of the contract of services agreed between both parties.
- 8.2 Where the Supplier assigns to the Customer the Intellectual Property Rights and all other rights in the products or Deliverables of the Services, these shall be assigned only when invoices relating to such work have been settled.
- 8.3 Where the Supplier assigns to the Customer the Intellectual Property Rights and all other rights in the products or Deliverables of the Services, the Customer shall not use them with any third parties without obtaining prior written consent from the Supplier and settling licensing fees.
- 8.4 The Supplier shall obtain waivers of any moral rights in the products of the Services (including the Deliverables) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 8.5 Know-how: the Supplier retains the right to use all know-how and residual knowledge gained in the course of supplying the services to the Customer, including any methodologies developed for the purpose of these services or pre-dating them.

9. Indemnity

- 9.1 The Supplier shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with this Contract. The Supplier shall, upon request, produce to the Customer its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.
- 9.2 The provisions of this clause 10 shall survive termination of this agreement, however arising.

10. Confidentiality

- 10.1 The Customer shall keep in strict confidence all In-put Material and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier, or any of their employees, agents, consultants or sub-suppliers, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to the Customer's team and to such of its other employees, agents,

consultants or sub-suppliers as need to know it for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that the Customer's Team and all other employees, agents or sub-suppliers are subject to obligations of confidentiality corresponding to those which bind the Supplier.

11. Termination

- 11.1 Subject hereto and to clause 11.2, either party may terminate this agreement on one month's written notice.
- 11.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this agreement and suspend Services immediately on giving written notice to the other if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default at least 30 days after being notified in writing to make such payment; or
 - (b) the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 60 days of that party being notified in writing of the breach; or
 - (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement; or
 - (d) the other party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (e) the other party commences negotiations with all, or any class of, its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into any compromise or arrangement with, its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies, or the solvent reconstruction of that other party; or
 - (g) an application is made to court, or an order is made, for the appointment of an administrator, a notice of intention to appoint an administrator is given, or an administrator is appointed over the other party; or
 - (h) a floating charge holder over the assets of that other party has become entitled to appoint, or has appointed, an administrative receiver; or
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party, or a receiver is appointed over the assets of the other party; or
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- (m) there is a change of control of the other party (as defined in section 574 of the Capital Allowances Act 2001); or
- (n) the other party is affected by a Force Majeure Event that lasts for more than 10 consecutive days; or
- (o) if the Customer does not disclose full details of TUPE before signature of agreements and issue of purchase order

11.3 The parties acknowledge and agree that any breach of clauses 13.2 shall constitute a material breach of this agreement for the purposes of this clause 13.

Any assistance provided by the Supplier, for example to hand over the provision of Services back to the

11.4 Customer or to another Supplier, will be performed according to the term of this agreement. The Customer shall pay for all fees relating to handover within the same timescales as the rest of the Supplier's work.

11.5 The Customer shall not offer to the Supplier's personnel alternative work, for example with a new supplier, and shall not disclose the Supplier's personnel's details or rates with other supplier.

12. Non-solicitation

12.1 The Customer shall not for a period of 12 months immediately following the end date, whether on the Customer's own behalf or in conjunction with or on behalf of any other person, company, business entity, or other organisation whatsoever, directly or indirectly induce, solicit, entice, or procure, any person who is a Supplier employee to leave such employment or a Supplier associate to terminate such a consultancy services contract, without the Supplier's consent.

12.2 The Customer shall not for a period of 12 months immediately following the end date, whether on the Customer's own behalf or in conjunction with or on behalf of any other person, company, business entity, or other organisation whatsoever, directly or indirectly be involved to a material extent in the acceptance into employment, or engagement of the services (in any capacity) of any person who is a Supplier employee or associate, without the Supplier's consent.

12.3 In the event that the Supplier consents to any of the foregoing, the Customer shall pay to the Supplier a transfer fee equivalent to up to 200 days' contractor rate or in accordance with its then current reasonable fee scale (available on request).

12.4 In addition, where there has been an introduction of a candidate, consultant or representative to the Customer which does not immediately result in the supply of their services to the Customer, but which later leads to an engagement of the candidate, consultant or representative by the Customer (howsoever arising) within 12 months from the date of introduction, the Customer

agrees to notify the Supplier of that engagement and agrees to pay a transfer fee in accordance with clause 12.3 above.

- 12.5 All introductions are confidential. If the Customer passes details of a candidate, consultant or representative to any third party resulting in the engagement of that candidate, consultant or representative, then the Customer agrees to pay the transfer fee.
- 12.6 The Customer acknowledges and agrees that where it fails to notify the Supplier of the actual remuneration/fees it intends to (directly or indirectly) pay the candidate, consultant or representative, the Supplier will be entitled to calculate the transfer fee based on comparable market rates for similar roles.
- 12.7 For the avoidance of doubt, no refund of the transfer fee will be paid in the event that the engagement subsequently terminates.
- 12.8 In the event that a content designer or other candidate, consultant or representative is on the books of both the Supplier and the Customer, but requests to work through the Supplier, that request will be honored and they will be contracted through the Supplier.

13. No partnership or agency

- 13.1 Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

14. Status

- 14.1 The relationship of the Supplier and its personnel to the Customer will be that of independent supplier and nothing in this agreement shall render them an employee, worker, agent or partner of the Customer.
- 14.2 Where an engagement has been declared outside IR35, the Customer shall treat the engagement and the Supplier's personnel as such.

15. Pre-engagement checks

- 15.1 The Supplier shall ensure that its Personnel shall satisfy BPSS and DBS pre-engagement checks. Where the Customer requires additional pre-engagement checks, the Customer will manage and pay for this and complete it ahead of the start date.

16. Substitution

- 16.1 The Supplier may, at its own cost, appoint suitably experienced, skilled and trained Personnel in order to perform the Services. The Supplier will brief or train the Personnel in its own time and at

its own expense, and will be responsible and accountable for the quality of the Personnel's work. The Supplier will ensure the Personnel has appropriate levels of security clearance.

17. Rights of third parties

17.1 A person who is not a party to this agreement shall not have any rights under or in connection with it.

18. Variation

18.1 No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

19. Notice

19.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this agreement or as otherwise notified in writing to the other party; or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Customer: [ADDRESS].

Supplier: projects@scroll.co.uk

19.2 Unless proved otherwise, any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address given in this agreement or given to the addressee;
- (b) if sent by next working day delivery service, at 11.00am on the second Business Day after posting;
- (c) if sent by email, at the time of transmission.

20. Dispute resolution

20.1 If any dispute arises in connection with this agreement, the Supplier's Manager and the Customer's Manager shall, within 28 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

20.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must give notice in writing to the other party requesting a mediation. A copy of the request shall be sent to CEDR Solve. The mediation shall start not later than 60 days after the date of the notice.

20.3 No party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

21. Governing law and jurisdiction

- 21.1 This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.
- 21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 21.3 This agreement has been entered into on the date stated at the beginning of it.