

G-Cloud 15 Supplier Terms – Cloud implementation

January 2026

1. Parties

- 1.1. These Supplier Terms form part of, and supplement, the G-Cloud 15 Framework Agreement and Call-Off Contract (together with any Orders placed under the Call-Off Contract) between the Buyer (as defined in the relevant Order Form) and The Dextrous Web Ltd, a company registered in England and Wales under number 6617101, trading as “dxw” (“the Supplier”).

These Supplier Terms apply to the services to be provided to the Buyer by the Supplier, as set out in the relevant Order Form.

IT IS THEREFORE AGREED THAT

2. Definitions

- 2.1. The following additional definitions supplement the G-Cloud 15 Framework Agreement:
 - 2.1.1. **Acceptable Use Policy**
Acceptable Use Policy refers to the [appendix to this document below](#), which sets out restrictions on the way any services provided by the Supplier may be used.
 - 2.1.2. **Charges**
The cost to the Buyer in respect of the services provided.
 - 2.1.3. **Proposal**
A Proposal is a document defined in clause 3.

2.1.4. **Cloud Implementation**

Work carried out by Supplier staff to enable the implementation of a Buyer's Web Service.

2.1.5. **Web Service**

The application or website the Supplier is providing Cloud Implementation services to create on behalf of the Buyer.

3. Proposal

3.1. Before providing any services under this Call-Off Contract, the Supplier will provide a Proposal.

3.2. The Proposal will contain:

3.2.1. A description of the steps the Supplier has taken to make an initial assessment of the resources that implementation of Web Service is likely to require;

3.2.2. A description of the resources that implementation of the Web Service is likely to require;

3.2.3. A breakdown of the Supplier's predicted Charges, showing separately the predicted Charges for Cloud Implementation services, where applicable, and any other services provided by the Supplier as part of the Proposal;

3.2.4. Anything else that the Supplier has agreed to provide as part of the services under this Call-Off Contract.

3.3. The Proposal the Supplier provides will represent its best understanding of the requirements that the Buyer has, at the time it was written. By accepting the Proposal, the Buyer confirms that it:

3.3.1. Agrees that the Supplier's recommendations are appropriate based on the information available;

- 3.3.2. Understands that the breakdown of Charges in the Proposal is a prediction based on the assumptions described in the Proposal; and
- 3.3.3. Understands that the total Charges over the Call-Off Term may vary according to the Service Usage, the Acceptable Use Policy, and the Buyer's instructions.

4. The Supplier's services

- 4.1. The Supplier will provide the following services as part of this Call-Off Contract:
 - 4.1.1. Cloud implementation, including development work.
- 4.2. Unless otherwise agreed in writing by the Parties, the Supplier will not, under this Call-Off Contract, provide any service not specified in clause 4.1, including:
 - 4.2.1. Support for any third-party services upon which the Web Service relies.
- 4.3. The services provided to the Buyer under this Call-Off Contract must only be used in accordance with the Acceptable Use Policy, which forms part of this Call-Off Contract.

5. Charges, usage and allowances

- 5.1. The Supplier's Charges consist of time and materials charges for Cloud Implementation services according to usage.
- 5.2. The Supplier provides an initial estimation of its Charges based on the Supplier's assessment of the Web Service's likely requirements, as stated in the Proposal.
- 5.3. The Supplier will track all time spent providing Cloud Implementation services in sufficient detail to be able to calculate the Charges in any given month and share that with the Buyer.
- 5.4. The Buyer may specify limits to the Charges for Cloud Implementation services at any time.

- 5.5. The Supplier will not ordinarily agree to a limit to the Charges if to do so would impede its ability to provide the services under this Call-Off Contract in accordance with the terms of this Call-Off Contract.

6. Required materials

- 6.1. In order to provide Cloud Implementation services, there will occasionally be Required Materials that the Buyer must provide.
- 6.2. The Buyer must provide Required Materials as soon as is reasonably practical.
- 6.3. If Cloud Implementation services cannot take place without Required Materials, the Buyer agrees that the Supplier shall be entitled to suspend work.

7. Quality

- 7.1. The Supplier will deliver work to a professional standard.
- 7.2. The Supplier is insured against professional indemnity to a value of £5,000,000.
- 7.3. The Supplier cannot guarantee perfect reliability.
- 7.4. The Buyer acknowledges that all software of non-trivial size contains bugs, including security vulnerabilities, and that it is not reasonably practical to deliver bug-free software.
- 7.5. The Supplier will not be liable for any loss of profits or reputation that the Buyer suffers, directly or indirectly, as a consequence of any failure of the hosting infrastructure.
- 7.6. The Buyer shall ensure that it implements and maintains measures that make it able to operate in the event of any failure. The Supplier can work with the Buyer to design or implement such measures at the Buyer's request for an agreed additional fee.

8. The Supplier's intellectual property

- 8.1. Except as provided for in clause 12, nothing in this agreement is intended to transfer any intellectual property right.
- 8.2. To the extent that it is able (either through ownership or because it is licensed under a licence that permits sublicensing) the Supplier licences all intellectual property rights in the Web Service to the Buyer for the sole purpose of carrying out this agreement, and only to the extent necessary for the Buyer to carry out this agreement.
- 8.3. To the extent that it is not able to give the licence in clause 11.2 above, the Supplier has taken reasonable steps to check that all intellectual property rights owned by third parties used in its services permit the Supplier and the Buyer to enter into this agreement and for the Buyer to operate the Web Service as envisaged under this agreement.
- 8.4. If, under this agreement, the Supplier creates works, such as computer programs and documentation, it retains all Intellectual Property rights in the works, and licences their use to the Buyer per clause 11.2 above.

9. The Buyer's intellectual property

- 9.1. To the extent that the Buyer is able, it grants the Supplier a sufficient licence over any material it supplies to the Supplier to allow it to provide the services under this Call-Off Contract for its duration.
- 9.2. To the extent that the Buyer is unable to grant the licence under clause 12.1 above, the Buyer shall take all reasonable steps to ensure that any material supplied to the Supplier that is affected by third party intellectual property rights, may be used as part of the provision of the services under this Call-Off Contract.
- 9.3. The Supplier may place links or representative screenshots of the Web Service along with the Buyer's name or logo on the Supplier's website or within other promotional material. To the extent that these materials are owned by the Buyer,

the Buyer agrees to grant the Supplier a perpetual, irrevocable, non-exclusive, royalty-free licence that authorises this use.

10. Payments

- 10.1. The Supplier's Charges for Cloud Implementation services, as specified in the Proposal, will be calculated every month based on usage and billed in arrears.
- 10.2. Invoices are payable within 30 days.
- 10.3. The Parties can agree alternative payment schedules in writing at any point during this Call-Off Contract's term.
- 10.4. The Supplier may charge interest on overdue invoices in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, currently at 8% over the Bank of England's official bank rate.
- 10.5. The Buyer shall make payment by BACS transfer or (if agreed in advance with the Supplier) credit or debit card. The Supplier does not accept cheques.
- 10.6. Credit and debit card payments are subject to a 2.5% fee.
- 10.7. The Supplier issues invoices by email. If the Buyer requires a paper invoice to be issued instead or in addition to an email copy, the Buyer shall be liable to pay an additional fee (as notified by the Supplier).
- 10.8. VAT (where applicable) is payable on, and in addition to, all sums due under this agreement.

11. Circumstances beyond the Supplier's control

- 11.1. The Supplier will not be liable for any failure caused by industrial action or other circumstances beyond its reasonable control.

12. Termination

- 12.1. The Supplier may end this Call-Off Contract at any time by giving the Buyer 30 days' notice in writing.
- 12.2. At the end of this Call-Off Contract, the Supplier will issue a final invoice for the Buyer's usage of the services used under this agreement up to the date of termination/expiry, which the Buyer shall pay in accordance with the payment timescales set out in the Call-Off Contract.
- 12.3. In the event that the Proposal includes a service which takes place less frequently than monthly but whose cost is apportioned per month:
 - 12.3.1. If the service has already been carried out, the Buyer's final invoice will include a charge equal to the amount of the Charges for that service not yet accrued; or
 - 12.3.2. If the service has not already been carried out, no refund will be due for the Charges accrued at the time of termination.

13. Data processing

- 13.1. Upon agreeing to these terms, the Supplier will become a data processor for the Web Service. This agreement is a Data Processing Agreement for that Web Service. This means that the Supplier will:
 - 13.1.1. Have adequate information security in place;
 - 13.1.2. Not use subprocessors without consent of the Buyer;
 - 13.1.3. Cooperate with the relevant Data Protection Authorities in the event of an enquiry;
 - 13.1.4. Report data breaches to the Buyer without delay;

- 13.1.5. Keep records of all processing activities undertaken outside the Buyer's control;
- 13.1.6. Comply with EU and UK transborder data transfer rules;
- 13.1.7. Help the Buyer to comply with data subjects rights;
- 13.1.8. Assist the Buyer in managing the consequences of data breaches;
- 13.1.9. Delete or return all personal data at the end of the contract at the choice of the Buyer;
- 13.1.10. Inform the Buyer if the processing instructions infringe GDPR.
- 13.2. The Supplier will process data for which the Buyer is the controller by storing, amending, retrieving, collecting and displaying data that is used as part of the Web Service.
- 13.3. This information will be stored for up to 6 months after the end of the contract. This can be expedited and extended subject to prior agreement.
- 13.4. The Buyer will ensure that they have sufficient measures in place to protect any data they hold.
- 13.5. Any data the Supplier processes on the Buyer's behalf will be held within the European Union and United Kingdom.

14. Warranties

- 14.1. The Buyer warrants that:
 - 14.1.1. It has the full capacity and authority to enter into and perform its obligations under these Supplier Terms and the Call-Off Contract and that these Supplier Terms and the Call-Off Contract are executed by a duly authorised representative of the Buyer;
 - 14.1.2. It has the authority to grant any rights to be granted to the Supplier under these Supplier Terms and the Call-Off Contract and for the same to be

used in the provision of the services in connection with these Supplier Terms and the Call-Off Contract;

- 14.1.3. It will comply with and use the Cloud Implementation service in accordance with these Supplier Terms, the Call-Off Contract and all Laws, and shall not do any act that shall infringe the rights of any third party;
- 14.1.4. It owns or has obtained valid licences, consents, permissions and rights to use, and is permitted where necessary to licence to the Supplier, any materials reasonably necessary for the fulfilment of all its obligations under these Supplier Terms and the Call-Off Contract, including any third-party licences and consents;
- 14.1.5. The Supplier's use in the provision of Cloud Implementation services or otherwise in connection with these Supplier Terms and the Call-Off Contract of any third-party materials supplied by the Buyer to the Supplier for use in the provision of the Web Service or otherwise in connection with these Supplier Terms and the Call-Off Contract, shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party;
- 14.1.6. It has used and must continue to use all reasonable endeavours to prevent malicious software from accessing systems owned by, under the control of, or used by the Buyer via its own access to these systems (including by ensuring that it uses the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimise the impact of malicious software);
- 14.1.7. In entering into the Call-Off Contract it has not committed and will not commit or agree to commit a Prohibited Act; and
- 14.1.8. At the Call-Off Start Date, all information, statements and representations it has made to the Supplier are accurate and not misleading.

15. Indemnities

- 15.1. The Buyer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Buyer's use of the Cloud Implementation service, provided that:
 - 15.1.1. The Buyer is given prompt notice of any such claim;
 - 15.1.2. The Supplier complies with its obligation under clause 4.3 of the G-Cloud 15 Framework Agreement to mitigate its losses;
 - 15.1.3. The Supplier provides reasonable cooperation to the Buyer in the defence and settlement of such claim, at the Buyer's expense; and
 - 15.1.4. The Buyer is given sole authority to defend or settle the claim.
- 15.2. If the Supplier is required under the G-Cloud 15 Framework Agreement and/or the Call-Off Contract to indemnify the Buyer such indemnities are subject to the following:
 - 15.2.1. The Supplier being given prompt notice of any such claim;
 - 15.2.2. The Buyer complying with its obligation under clause 4.3 of the G-Cloud 15 Framework Agreement to mitigate its losses;
 - 15.2.3. The Buyer providing reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 15.2.4. The Supplier being given sole authority to defend or settle the claim.

Acceptable Use Policy

1. Introduction

- 1.1. dxw has created this Acceptable Use Policy to make sure that all clients understand the ways in which our services must not be used, and the action we might take if this policy is violated.
- 1.2. It is dxw's responsibility to make sure that the services we provide work optimally for as many clients as possible and that the services used by one client do not detract from the services provided to the rest.

2. The law

- 2.1. This policy and all of dxw's services are operated under the legal jurisdiction of England & Wales.
- 2.2. You must not use our services in violation of any applicable law or of any person's rights under any applicable law. Examples include, but are not limited to:
 - 2.2.1. Infringing the intellectual property rights of any person;
 - 2.2.2. Storing or disseminating material that is defamatory or otherwise infringes any person's personality rights;
 - 2.2.3. Infringing the General Data Protection Regulation (GDPR) 2016;
 - 2.2.4. For the purposes of committing an offence contrary to the Computer Misuse Act 1990.
- 2.3. You must take reasonable steps to ensure that no-one whom you have permitted to make use of our services (for example, visitors to a website) violates any applicable law or any person's rights under any applicable law.
- 2.4. In order to make sure that you comply with your obligations under the preceding paragraph, we advise that you take steps to make sure that you do not violate the national laws of any territory in which it is reasonable to believe the services we provide to you may be accessed.

3. Fair use of resources

- 3.1. Where dxw detects that a service is using an unusually large quantity of resources such as CPU time or bandwidth, we may take steps to reduce the impact of that usage, including:

- 3.1.1. Throttling the service;
- 3.1.2. Redirecting all traffic to the service to a static holding page;
- 3.1.3. Blocking access to files, or any other problematic resource;
- 3.1.4. Deleting or otherwise removing content, files, or any other problematic resource;
- 3.1.5. Increasing the size of resources or allowances allotted to the service, at your cost.
- 3.2. If you expect any periods of unusual usage of a service or long term changes in how a service will be used, you should let dxw know in advance so that we can plan for it and reduce the potential impact it might have on other services.
- 3.3. You must not use dxw's services to send unsolicited commercial email. Please note that "commercial email" includes email from public sector bodies, and does not imply that a paid service is being offered or advertised.
- 3.4. If dxw takes any action as a result of this policy we will, as far as we are reasonably able, take steps to minimise the impact on your services and work with you to resolve any underlying problem.

4. Security

- 4.1. You are strictly forbidden from attempting to deliberately breach the security of dxw's systems or to exceed your access privileges, except for a reasonable purpose (for example, for a penetration test) where we have been consulted prior to the attempt and have given permission for it to be made.
- 4.2. If we detect any such attempt, we may:
 - 4.2.1. Remove your access to any or all dxw services;
 - 4.2.2. Take whatever steps we consider reasonable to recover from the breach;
 - 4.2.3. Notify the ICO, the NCSC, the police, or any other authority, without regard for the confidentiality provisions of any contract between us.
- 4.3. If you come across a suspected security issue in the course of using dxw's services and responsibly disclose it to us, we will not take any of the actions in clause 4.2 of this policy.