Terms and Conditions

Drupal Support Service

1. Definitions

- **"Supplier"** – the organisation providing the Drupal Support Service.
- **"Buyer"** – the public-sector organisation procuring the service.
- **"Service"** – all Drupal support, maintenance, optimisation, consultancy, and related activities delivered under this agreement.
- **"Deliverables"** – documentation, reports, code updates, configuration changes, and outputs produced as part of the Service.
- **"Call-Off Contract"** – the agreement formed between the Buyer and Supplier under the G-Cloud Framework.

2. Scope of Services

The Supplier will provide Drupal support, maintenance, optimisation, consultancy, and continuous improvement services as described in the Service Definition and agreed in the Call-Off Contract.
Any work outside the agreed scope (e.g., major redevelopment, hosting provision, or new feature builds) will require written approval and may be subject to additional charges.

3. Buyer Responsibilities

The Buyer agrees to:

- Provide timely access to hosting environments, code repositories, and administrative interfaces
- Supply accurate information required for diagnosis and resolution
- Approve updates, releases, or changes in a timely manner
- Maintain responsibility for content, data accuracy, and internal governance
- Notify the Supplier of planned high-risk events or major changes

4. Supplier Responsibilities

The Supplier will:

- Deliver the Service with reasonable skill, care, and diligence
- Provide updates, patches, and fixes in accordance with agreed SLAs
- Follow secure coding practices and public-sector standards
- Provide documentation and knowledge transfer as required
- Notify the Buyer of risks, dependencies, or issues affecting delivery
- Ensure all staff are appropriately skilled and vetted where required

5. Intellectual Property Rights (IPR)

- All Deliverables created specifically for the Buyer will be assigned to the Buyer upon payment, unless otherwise agreed.
- The Supplier retains ownership of pre-existing tools, frameworks, or reusable components but grants the Buyer a perpetual, royalty-free licence to use them as part of the Deliverables.
- Open-source components will be used in accordance with their respective licences.

6. Data Protection & Security

- Both parties will comply with all applicable data protection legislation, including GDPR.
- The Supplier will not store or process personal data outside agreed environments.
- Access to Buyer systems will be managed securely and revoked upon request.
- The Supplier will follow industry-standard security practices and notify the Buyer of any security incidents without undue delay.

7. Confidentiality

Both parties agree to keep confidential all information shared during the engagement, except where disclosure is required by law or necessary for delivery of the Service.

8. Service Levels

Service levels, response times, and support arrangements will be defined in the Call-Off Contract.
The Supplier will use reasonable endeavours to meet agreed SLAs and provide regular reporting where required.

9. Charges and Payment

- Charges will be based on the pricing model selected by the Buyer (T&M, retainer, or fixed-price).
- Invoices will be issued monthly in arrears unless otherwise agreed.
- Payment terms follow the standard G-Cloud Call-Off Contract (typically 30 days).
- No additional fees will be charged without prior written agreement.

10. Change Control

Any changes to scope, deliverables, timelines, or pricing must be agreed through a formal change-control process.
Changes may affect cost or delivery timelines.

11. Termination

Either party may terminate the Call-Off Contract in accordance with G-Cloud terms. Upon termination:

- The Supplier will hand over all completed Deliverables
- Access credentials will be revoked or transferred
- A final invoice will be issued for work completed
- No early termination penalties apply unless agreed in the Call-Off Contract

12. Liability

Liability is limited in accordance with the G-Cloud Framework terms.
The Supplier is not liable for:

- Buyer-provided content or data
- Failures caused by third-party systems or hosting providers
- Issues arising from unsupported or legacy Drupal modules
- Decisions made by the Buyer based on advice or recommendations

13. Acceptable Use

The Buyer must not use the Service for:

- Illegal activities
- Activities that compromise platform security or stability
- Misuse of administrative access or credentials

The Supplier reserves the right to suspend services in cases of severe misuse.

14. Governing Law

This agreement is governed by the laws of England and Wales and subject to the jurisdiction of the UK courts.