Terms and Conditions

Drupal Development & AI Chatbot Services

1. Definitions

- **"Supplier"** refers to the organisation providing the Drupal Development & AI Chatbot Services.
- **"Buyer"** refers to the public-sector organisation procuring the service.
- **"Services"** refers to all development, consultancy, integration, AI chatbot configuration, support, and related activities delivered under this agreement.
- **"Deliverables"** refers to code, documentation, configurations, and outputs produced as part of the Services.
- **"Call-Off Contract"** refers to the agreement formed between the Buyer and Supplier under the G-Cloud Framework.

2. Scope of Services

The Supplier will provide Drupal development, integration, modernisation, AI chatbot configuration, and related cloud support services as described in the Service Definition and agreed in the Call-Off Contract. Any work outside the agreed scope will require written approval and may be subject to additional charges.

3. Buyer Responsibilities

The Buyer agrees to:

- Provide timely access to environments, code repositories, documentation, and relevant stakeholders
- Supply accurate information required for delivery
- Approve deliverables, sprint outputs, or milestones in a timely manner
- Ensure third-party licences, APIs, or hosting platforms are available where required
- Maintain responsibility for content, data accuracy, and internal governance

4. Supplier Responsibilities

The Supplier will:

- Deliver the Services with reasonable skill, care, and diligence
- Follow secure coding practices and public-sector standards
- Provide documentation and knowledge transfer as agreed
- 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.
- AI chatbot interactions will be handled securely and in accordance with the Buyer's data policies.
- 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 disclosed during the engagement, except where disclosure is required by law or necessary for delivery of the Services.

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, fixed-price, sprint-based, or retainer).
- 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 Deliverables completed to date
- 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
- Third-party system failures
- Issues arising from unsupported hosting environments or legacy code
- Decisions made by the Buyer based on AI chatbot outputs

13. AI Chatbot Use and Limitations

- AI chatbot behaviour depends on available content, data quality, and configuration.
- The Supplier does not guarantee accuracy of AI-generated responses.
- The Buyer remains responsible for validating content surfaced by the chatbot.
- The Supplier will configure the chatbot responsibly and in line with public-sector standards.

14. Governing Law

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