

Terms & Conditions

Dynamics 365, Power Platform & Power BI Managed Service Support

1. Service Delivery

The service is delivered remotely unless otherwise agreed. All activities follow ITIL-aligned processes and are performed by UK-based personnel. The supplier will provide the service in accordance with the G-Cloud 15 Call-Off Contract, these Terms & Conditions, and the agreed Service Definition.

2. Customer Responsibilities

The customer must:

- Maintain valid Microsoft licences for Dynamics 365, Power Platform, Power BI and Azure.
- Provide timely access to environments, systems, documentation and subject-matter experts.
- Approve changes, releases and configuration updates within agreed timescales.
- Ensure internal security controls (MFA, identity governance, device compliance) remain enforced.
- Manage third-party suppliers and systems outside the service scope.

3. Supplier Responsibilities

The supplier will:

- Deliver the service with reasonable skill, care and diligence.
- Provide monitoring, incident management, change management and reporting as defined.
- Maintain appropriate security controls, staff vetting and data protection measures.
- Notify the customer of risks, incidents or service-impacting issues.
- Comply with all applicable UK laws, including data protection and cyber security requirements.

4. Service Availability

Service desk availability, response times and SLAs are defined in the Service Definition. Microsoft platform availability (Dynamics 365, Power Platform, Power BI, Azure) is governed by Microsoft's own SLAs and is outside the supplier's control.

5. Change Management

All changes follow an agreed change process.

Major changes require customer approval.

Emergency changes may be applied to protect service stability or security, with retrospective notification.

6. Data Protection

Both parties will comply with UK GDPR and the Data Protection Act 2018.

The supplier acts as a **data processor** where applicable and will only process personal data under documented customer instruction.

Data remains the property of the customer at all times.

7. Security

The supplier will maintain controls aligned to:

- NCSC Cloud Security Principles
- Cyber Essentials Plus
- ISO 27001-aligned practices

The customer is responsible for internal identity, access and device security.

8. Subcontracting

Subcontractors may be used for specialist functions, provided they meet equivalent security, compliance and quality standards. The supplier remains fully responsible for all subcontracted work.

9. Pricing & Payment

Pricing is as published in the G-Cloud 15 catalogue.

Invoices are issued monthly in arrears unless otherwise agreed.

Late payment follows the standard G-Cloud Call-Off Contract provisions.

10. Service Constraints

Service delivery is subject to:

- Microsoft platform availability and capacity limits
- Customer change-freeze periods
- Customer network, firewall or device restrictions
- Third-party system dependencies
- Customer provision of timely approvals and information

Full constraints are detailed in the Service Definition.

11. Termination

Either party may terminate in accordance with the G-Cloud 15 Call-Off Contract.

Upon termination, the supplier will support exit activities for the agreed period and provide all required data, documentation and knowledge transfer.

12. Exit Management

The supplier will provide a structured exit process including:

- Data export
- Configuration and documentation handover
- Access removal
- Final service report

Exit support beyond the standard period is chargeable at published rates.

13. Liability

Liability is governed by the G-Cloud 15 Call-Off Contract.

The supplier is not liable for:

- Microsoft platform outages
- Customer misconfiguration or unauthorised changes
- Third-party system failures
- Issues arising from unsupported custom code or integrations

14. Intellectual Property Rights

All pre-existing IPR remains with the originating party.

Custom configurations, scripts or templates created during the service may be reused by the supplier unless they contain customer-specific confidential information.

15. Confidentiality

Both parties will protect confidential information and use it only for the purpose of delivering or receiving the service.

16. Governing Law

These Terms & Conditions are governed by the laws of England and Wales, and disputes are subject to the exclusive jurisdiction of the English courts.