

29th January 2026

TERMS AND CONDITIONS



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1 introduction

- 1.1** Set out below are the Supplier's (as defined in the Order Form) standard terms and conditions for the provision of the Services, which will apply in all circumstances of the Supplier's provision of the Services or any of them.
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2 interpretation

- 2.1** The definitions and rules of interpretation in this clause apply in these Terms.
- AUTHORISED USERS those employees, agents and independent contractors of the Customer (or of any Contracting Bodies) who are authorised by the Customer to use the Services.
- BUSINESS DAY a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- CALL OFF TERMS the overarching terms and conditions relating to the provision of G-Cloud Services by approved suppliers' set out in Part B of the Call-Off Contract.
- COMMENCEMENT DATE the date identified as the "Start date" on the Order Form.
- CONTRACT the contract between the Supplier and the Customer pursuant to which the Supplier shall provide the Services to the Customer in accordance with the Framework Agreement, Call Off Terms, the Order Form and these Terms.
- CONTRACTING BODIES shall mean Buyer as defined in the Framework Agreement.
- CUSTOMER the person identified as the "Buyer" on the Order Form.
- CUSTOMER DATA the data inputted by the Customer, an Authorised User, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
- DIGITAL MARKETPLACE means the online government portal through which G-Cloud Services will be provided by approved suppliers of such services who have entered into a Framework Agreement.
- DOCUMENTATION the documents made available to the Customer by the Supplier online via the Digital Marketplace or such other web address notified by the Supplier to the Customer from time to time which set out a description of the Services and the user instructions in respect of its use of the Services.
- EMERGENCY MAINTENANCE any emergency maintenance of any of the infrastructure relating to the Services, which the Supplier considers necessary from time to time (acting reasonably).
- FRAMEWORK AGREEMENT G-cloud services 9 framework agreement pursuant to which the Minister of the Cabinet Office will authorise an approved supplier to supply G-Cloud services.
- G-CLOUD SERVICES the services which an authorised supplier is permitted to provide pursuant to its entry into a Framework Agreement.
- OPEN-SOURCE SOFTWARE any software licensed under any form of open-source licence meeting the Open Source Initiative's definition (<http://www.opensource.org/docs/definition.php>) or any libraries or code licensed from time to time under the General Public Licence (as described by the Free Software Foundation and set out at <http://www.gnu.org/licenses/gpl.html>), or anything similar, included or used in, or in the development of, the Software or with which the Software is compiled or to which it is linked.
- ORDER FORM the order form signed by the Customer and the Supplier setting out the Services to be provided by the Supplier under the Contract, in the form signed by or on behalf of the Customer.
- PLANNED MAINTENANCE any pre-planned maintenance of any of the infrastructure relating to the Services.
- SERVICES the subscription services to be provided by the Supplier to the Customer, as described in the Order Form.
- SERVICE DEFINITION DOCUMENT the service definition document in respect of the Services to be provided by the Supplier which shall form part of the Documentation.
- SOFTWARE the online software applications, access to which is provided by the Supplier as part of the Services.
- SUBSCRIPTION FEES the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in the Order Form.
- SUBSCRIPTION TERM means the period from the Commencement Date until the expiry of the Contract.
- SUPPLIER Ctrl O Ltd, a private limited company incorporated and registered in England and Wales with company number 8826252 whose registered office is at 27 Old Gloucester Street, London, WC1N 3AX.

SUPPORT SERVICES POLICY the Supplier's policy for providing support in relation to the Services as set out in the Service Definition Document.

USER SUBSCRIPTIONS the user subscriptions purchased by the Customer which entitle Authorised Users to access and use the Services in accordance with the Contract.

TERMS the terms and conditions set out in this document.

VIRUS any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 2.2** Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.3** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 2.4** A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Contract.
- 2.5** A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Contract under that statute or statutory provision.
- 2.6** A reference to writing or written includes faxes and emails.
- 2.7** References to clauses are to the clauses of these Terms.
- 2.8** Reference to a "party" shall mean a party to the Contract.
- 2.9** Subject to the Contract, all words and phrases defined in the Order form shall have the meaning given in these Terms, unless the context requires otherwise.

3 services

- 3.1** The Supplier shall, during the Subscription Term, provide the Services subject to the User Subscriptions and make available the Documentation to the Customer on and subject to these Terms.
- 3.2** The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, subject to any Planned Maintenance or Emergency Maintenance performed in accordance with service levels set out in the Service Definition Document and this clause 3.
- 3.3** The Supplier will use its reasonable endeavours to provide the Customer with at least twenty four 24 hours' advance notice of any Planned Maintenance. No Planned Maintenance will take place on a Saturday unless agreed in advance by both parties.
- 3.4** The Supplier undertakes that to the extent reasonably practicable Emergency Maintenance will take place between the hours of 00:00 and 06:00 (UK local time) Monday to Sunday and/or between the hours of 08:00 and 12:00 (UK local time) on Saturday and/or Sunday, unless there is an identified and immediate risk to the Customer (or another customer's) environment. Whenever possible, the Supplier shall use its reasonable efforts to provide the Customer with at least six (6) hours' advance notice of any Emergency Maintenance it wishes to carry out.
- 3.5** The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's Premium customer support services in accordance with the Supplier's Support Services Policy. The Customer may purchase enhanced support services separately at the rates presented in the Supplier's Lot 3 offering.

4 user subscriptions

- 4.1** Subject to the Contract, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's business operations.
- 4.2** In relation to the Authorised Users, the Customer undertakes that:
- a)** the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased from time to time;
 - b)** it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services; and
 - c)** each Authorised User shall keep a secure password for his use of the Services and the Documentation and that password shall be changed no less frequently than as required by the automatic password changes enforced by the Service and each Authorised User shall keep his password confidential.
- 4.3** The Customer shall not (and shall procure that each Authorised User shall not) access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
- a)** is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - b)** facilitates illegal activity;
 - c)** depicts sexually explicit images;
 - d)** promotes unlawful violence;
 - e)** is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - f)** in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's (or any Authorised User's) access to any material that breaches the provisions of this clause.
- 4.4** The Customer shall not (and shall procure that each Authorised User shall not):
- a)** except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
 - b)** and except to the extent expressly permitted under these Terms, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - c)** attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - d)** access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - e)** use the Services and/or Documentation to provide services to third parties; or
 - f)** subject to clause 18.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - g)** attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4.
- 4.5** The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
- 4.6** Subject to clause 4.7 and clause 4.8, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of these Terms.
- 4.7** If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- 4.8** If the Customer requests to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the Order Form.

5 customer data

- 5.1** The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 5.2** The Supplier shall follow its internal company archiving procedures for backing-up the Customer Data as set out in the Service Definition Document. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. To the extent permitted under applicable law, the Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, except those parties subcontracted by the Supplier to perform services related to the maintenance and back up of Customer Data.
- 5.3** The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available on demand.
- 5.4** If the Supplier processes any personal data on the Customer's behalf when performing its obligations under the Contract, the parties record their intention that the Customer shall be the data controller and the Supplier shall be a data processor and in any such case:
- a)** the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with the Contract on the Customer's behalf;
 - b)** the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
 - c)** each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

6 third party providers

- 6.1** The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7 supplier's obligations

- 7.1** The Supplier undertakes that the Services will be performed with reasonable skill and care.
- 7.2** The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, the Supplier:
- a)** does not warrant that the Customer's use of the Services will be uninterrupted; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - b)** is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.3** The Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.

7.4

The Customer shall undertake to sponsor Ctrl O Staff (employees and contractors) requiring National Security or Police Vetting. Sponsorship will be limited to those members of staff requiring access to sensitive data or systems while delivering contracted services.

8 customer's obligations

8.1

The Customer shall:

a) provide the Supplier with:

- (i) all necessary co-operation in relation to the Contract; and
- (ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

- b) comply with all applicable laws and regulations with respect to its activities under the Contract;
- c) carry out all its obligations set out in the Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as may be agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- d) ensure that the Authorised Users use the Services and the Documentation in accordance with the Terms and shall be responsible for any Authorised User's breach of the Terms;
- e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under the Contract, including without limitation the Services; and
- f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9 charges and payment

9.1

The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 9 and the Order Form.

9.2

The Customer shall prior to the Commencement Date provide to the Supplier valid, up-to-date and complete credit card details or purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- a) its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card for all outstanding charges due from the Customer to the Supplier in respect of any issued invoice.
- b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer in accordance with the payment profile set out in the Order Form.

9.3

The Customer shall pay each invoice within 30 days after the date of such invoice.

9.4

If the Supplier has not received payment within 30 days after the due date, procedures will be followed in accordance with the Call Off Terms.

9.5

All amounts and fees stated or referred to in the Contract:

- a) shall be payable in pounds sterling;
- b) are non-cancellable and non-refundable;
- c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

10 intellectual property rights

10.1

Save as provided in the Call Off Terms relating to Project Specific IPRs as defined therein, the Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services (and the Software). Except as expressly stated herein, the Contract does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services (and the Software).

10.2

The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Contract.

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- 10.3** The Supplier grants the Customer with a non-exclusive, non-transferable licence to use the Software to the extent necessary for the usage of the Services in accordance with the Terms. The Customer shall not represent that it owns any intellectual property rights in the Software and shall not use the Services or the Software in any manner that adversely affects the validity of the Supplier rights in or to the Software and / or those of its licensors.
- 10.4** Any Open-Source Software forming part of the Software may be used according to the terms and conditions of the specific licence under which the relevant Open-Source Software is distributed, but is provided "as is".
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11 indemnity

- 11.1** The Customer 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 Customer's and/or any Authorised User's use of the Services where such claims, actions, proceedings, losses, damages, expenses and costs has arising as a result of the Customer's and/or any Authorised User's negligence or breach of the Contract, provided that:
- a) the Customer is given prompt notice of any such claim;
 - b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - c) the Customer is given sole authority to defend or settle the claim.
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12 limitation of liability

- 12.1** The Supplier's liability under the Contract is limited pursuant to the Order Form and the Call Off Terms.
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13 severance

- 13.1** If any provision (or part of a provision) of these Terms or any other documentation forming part of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
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14 variation

- 14.1** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.
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15 entire agreement

- 15.1** The Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 15.2** Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Contract or not) relating to the subject matter of the Contract, other than as expressly set out in the Contract.
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16 conflict and exclusion of other terms

- 16.1** In the event of any conflict between these Terms and the Framework Agreement and/or the Call Off Terms, the terms of the Framework Agreement and/or the Call Off Terms shall prevail.
- 16.2** The Customer agrees that the terms of the Contract (which it warrants that it has carefully read) shall apply to the provision of the Services by the Supplier and any subscription made for the provision of the Services by the Customer, to the exclusion of all other terms that the Customer seeks to incorporate or imply, by trade, custom, practice or course of dealing.
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17 assignment

- 17.1** Other than as provided for in the Call Off Terms, the Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2** Other than as provided for in the Call Off Terms, the Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
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18 third party rights

- 18.1** The Contract does not confer any rights on any person or party (other than the parties to the Contract and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
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19 governing law and jurisdiction

- 19.1** The Contract 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.
- 19.2** Other than as provided for in the Call Off Terms, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).
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