

21st January 2026

TERMS AND CONDITIONS (CLOUD SUPPORT SERVICES)



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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.
- 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 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 the Buyer as defined in the Framework Agreement.
- CUSTOMER the person identified as the "Buyer" on the Order Form.
- 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.
- DOCUMENT includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
- FEES the fees payable by the Customer to the Supplier for the Service, as set out in the Order Form.
- FRAMEWORK AGREEMENT G-cloud 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.
- MATERIALS any materials, products and/or Documents developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, manuals, presentations, notes, data, reports and specifications.
- 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.
- SERVICE USERS those employees, agents and independent contractors of the Customer (or of any Contracting Bodies) who use the Services.
- SERVICES the consultation services to be provided by the Supplier to the Customer, as described in the Order Form.
- 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.
- TERMS the terms and conditions set out in this document.
- 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.
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- 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.
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3 services

- 3.1** The Supplier shall provide the Services to the Customer on and subject to these Terms.
- 3.2** The Supplier shall provide the Services to the Customer from the Commencement Date.
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4 supplier's obligations

- 4.1** The Supplier undertakes that the Services will be performed with reasonable skill and care.
- 4.2** The Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing services which are similar to those provided under the Contract.
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5 customer's obligations

- 5.1** 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 access to Service Users, and access to any relevant 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 Service Users use the Services and the Documentation in accordance with the Terms and shall be responsible for any Service User's breach of the Terms; and
 - 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.
- 5.2** The Customer shall undertake to sponsor Ctrl O Staff (employees and contractors) requiring National Security Vetting. Sponsorship will be limited to those members of staff requiring access to sensitive data or systems while delivering contracted services.
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6 charges and payment

- 6.1** The Customer shall pay the Fees to the Supplier in accordance with this clause 6 and the Order Form.
- 6.2** 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.
- 6.3** The Customer shall pay each invoice within 30 days after the date of such invoice.
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- 6.4** 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.
- 6.5** 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.
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7 intellectual property rights

- 7.1** 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 Materials). 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 Materials).
- 7.2** 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.
- 7.3** The Supplier grants the Customer a non-exclusive, non-transferable revocable licence to use the Materials to the extent necessary for the delivery of the Services in accordance with the Terms.
- 7.4** Other than in relation to Project Specific IPRs as defined in the Call Off Terms, the Customer shall not (and shall procure that the Services Users shall not):
- a)** represent that they own any intellectual property rights in the Materials; and/or
 - b)** use the Materials in any manner that adversely affects the validity of the Supplier rights in or to the Materials and / or those of its licensors.
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8 indemnity

- 8.1** 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:
- a)** the Customer's and/or any Service 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 Service User's negligence or breach of the Contract, provided that:
 - (i)** the Customer is given prompt notice of any such claim;
 - (ii)** the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (iii)** the Customer is given sole authority to defend or settle the claim; and
 - b)** any infringement or alleged infringement of the intellectual property rights in the Services and/or the Materials caused by any action or omission of the Customer and/or a Service User.
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9 limitation of liability

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

- 10.1** 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.
- 10.2** 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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11 variation

- 11.1** 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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12 entire agreement

- 12.1** 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.
- 12.2** 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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13 conflict and exclusion of other terms

- 13.1** 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.
- 13.2** 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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14 assignment

- 14.1** 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.
- 14.2** 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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15 third party rights

- 15.1** 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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16 governing law and jurisdiction

- 16.1** 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.
- 16.2** 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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