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Pricing Document

G-Cloud 15

1. Terms and Conditions

1.1. Overview

- 1.1.1. Scope of terms - These terms apply to the engagement agreement unless specifically and mutually agreed in writing.
- 1.1.2. Period – these terms apply from the agreed start of the provision of services by The Supplier.
- 1.1.3. Agreement – The engagement agreement forms the complete and limiting agreement between both parties.

1.2. Provision of Service

- 1.2.1. Services – Services provided will be limited to those specified and defined within the engagement agreement. Services will be carried out with reasonable skill, judgement and care.
- 1.2.2. Deliverables – Deliverables will be defined and specified in the service engagement agreement. You may not disclose deliverable(s) or make benefit of the services available to anyone else or refer to the contents or findings of a deliverable, except (a) as stated within the engagement agreement, (b) with prior written consent by The Supplier or (c) to your lawyers or group members, providing the aforementioned are informed. The Supplier accepts no liability to them and no onward disclosure be made.
- 1.2.3. Advice – You may only rely on final formal written deliverables, not draft or interim documents or verbal communications.
- 1.2.4. Limitation of Service – The Supplier will not monitor the performance of services provided or accept responsibility for any individual wrongdoing carried out during the provision of service.
- 1.2.5. Skills – The Supplier will provide adequately skilled and knowledgeable professionals and where appropriate holding industry recognised certifications to provide the services, who will work to The Supplier best practice standards unless you provide other written standards prior to the service commencement.
- 1.2.6. Limitation of knowledge – The Supplier will not be deemed to have knowledge of area other than those specified and defined in the service definition or the engagement agreement.
- 1.2.7. Right of substitution – The Supplier has the right to supply a substitute of equivalent knowledge and expertise for any person working on delivery of the services at any point during service delivery.

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- 1.2.8. Staff replacement – If an individual(s) provided by The Supplier becomes unavailable or is requested by you to leave, we will use reasonable endeavours to replace the individual(s) and will advise where this is not possible.

1.3. Fees

- 1.3.1. Payment – You agree to pay The Supplier for services as detailed in the engagement agreement.
- 1.3.2. Payment in full – You must pay invoices in full within thirty days and cannot set off payment against any sums The Supplier owe you. Any such sums owed must be resolved separately.
- 1.3.3. Estimates – Any estimate provided by The Supplier as to the number of consultancy days required is given in good faith, is not binding and may not be disclosed to anyone else.
- 1.3.4. Agreed consultancy days – Final and agreed numbers of consultancy days required to provide the service as defined in the engagement agreement will not be exceeded without your prior written approval.
- 1.3.5. Rates – Rates and expenses applicable during the service provision are as defined and specified within the engagement agreement.
- 1.3.6. Expenses incurred – You will pay any reasonable expenses that The Supplier incur in connection with delivering the services defined within the engagement document
- 1.3.7. Invoices – The Supplier will invoice you on a monthly basis. Invoices are payable in full within 30 days after the invoice date.
- 1.3.8. Taxes – You will pay any taxes that are due in relation to services provided by The Supplier. You will pay the full amount of any invoice irrespective of any deduction that you are required by law to make.
- 1.3.9. Late payment – Invoices not paid by you within 30 days of invoice date will be charged interest at the rate of 10 percent above the Bank of England base rate and any debt recovery costs The Supplier incur. The Supplier reserves the right to cease service provision until outstanding payment and charges are paid in full.

1.4. Confidentiality

- 1.4.1. Information – Both parties agree to use the others confidential information only in relation to the services provided and defined within the service



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engagement agreement and not to disclose this with other parties unless legally required to do so, or by mutual written agreement by both parties.

- 1.4.2. Retention – you agree that The Supplier may retain all materials sent to us by you relevant to the services providing these are suitably secured, even after completion of the delivered service.
- 1.4.3. Referring to the engagement – You must agree that we can mention this engagement to other parties, providing no confidential information is disclosed.

1.5. Intellectual property rights

- 1.5.1. The Supplier Rights – The Supplier will own intellectual property rights to all deliverables and materials created by us in the provision of the service as defined within the engagement agreement.
- 1.5.2. Your rights – You have a non-transferable, non-exclusive license to use the deliverables, and the content of the deliverables for your own internal purposes.
- 1.5.3. Purchase of rights – Any assignment of ownership to you of any deliverables and materials created by The Supplier in the provision of the services as defined within the engagement agreement will be at a mutually agreed additional cost.
- 1.5.4. Pre-existing property – Intellectual property owned by The Supplier prior to the provision of the services will remain the exclusive property of The Supplier in all circumstances.

1.6. Data protection

- 1.6.1. Personal Data – You agree that The Supplier may process your personal data in providing the services and managing our relationship with you. The Supplier will not transfer your personal data to other parties other than sub-contractors specifically involved in the provision of the services as defined and agreed within the engagement agreement.

1.7. Your responsibilities

- 1.7.1. Accuracy of requirement – You must specify accurate and sufficient requirements that if met will satisfy your need for the services.
- 1.7.2. Resolving dependencies – you agree that anything The Supplier are required to carry out with respect to our service (including data approvals, staff

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availability and decisions) will be provided promptly and will be accurate and sufficient. The Supplier will not verify information you provide to us.

- 1.7.3. Reliance on dependencies – Where The Supplier are unable to carry out work on the agreed service as a result of you not resolving dependencies, The Supplier have the right to charge for time, although we will seek to minimise such charges.
- 1.7.4. Assumptions – You agree to verify the appropriateness of any assumptions The Supplier require to carry out the services as defined and specified within the engagement specification.
- 1.7.5. Licenses – Software (for example Microsoft Office) that The Supplier require for the direct provision of our defined service to you will be licensed by us. You will license any additional specialist software you require The Supplier to use, unless agreed in the engagement agreement.
- 1.7.6. Obligations – The Supplier are not liable for any loss arising from you not meeting your responsibilities.
- 1.7.7. The Supplier Staff – you will not entice The Supplier staff to become your (or your suppliers) employees, contractors or agents during the period of our service provision or within one year of the cessation of our provision of service. If you do so, you agree to pay 365 times the day rate for that individual as specified in the engagement agreement.

1.8. Liability

- 1.8.1. Liability types – You agree that The Supplier will not be liable for (a) loss or corruption of data from your systems, (b) loss of profit, goodwill, business opportunity, anticipated savings or benefits (c) indirect or consequential loss. Any liability is limited to the scope of the provision of the services detailed in the engagement agreement.
- 1.8.2. Liability limitation – You agree that our total liability (including interest) for all claims connected with the services or the agreement (including but not limited to negligence) is limited to 120 of the fees payable for the services (exc. VAT).
- 1.8.3. Liability to you – Unless otherwise agreed by The Supplier in writing, no liability is accepted in the provision of services to anyone other than you. You agree to reimburse The Supplier for any liability (inclusive of legal costs) that we incur in connection with any claim by anyone else.
- 1.8.4. Unlimited liability – Nothing in the agreement will limit a person's liability for anything that cannot by law be limited.



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- 1.8.5. Physical damage – any claim in respect of physical damage to any property caused by our services shall be limited in aggregate to £1,000,000.
- 1.8.6. No claims against individuals – You agree to bring any claim in connection with the services only against The Supplier and not against any individual or director.
- 1.8.7. Agreement of shared liability – If The Supplier are liable to you under the agreement and another person would be liable to you in respect of the same loss, then the compensation payable by The Supplier to you in respect of that loss will be reduced, taking into account the extent of the responsibility of that other person for the loss.
- 1.8.8. Shared liability reduction – Further to 8.5, The Supplier liability reduction will take no account of any limit or exclusion placed on the amount that person will pay, or any inability or limit to recover from that person.
- 1.8.9. Reasonable control – Neither party will be liable for matters that are reasonably beyond its control or are instigated by another party.
- 1.8.10. Your actions – Where you compromise more than one party, an omission or act of one party will be deemed an omission or act of all.
- 1.8.11. Chance to remediate – Prior to exercising any rights to pursue a breach, you agree to provide a reasonable opportunity for The Supplier to remediate.
- 1.8.12. Contractors – The Supplier will have no responsibility for the performance of other contractors, advisors, or vendors engaged by the Client, or delays caused by them in connection with the services specified within the engagement agreement.
- 1.8.13. Fitness of service – Except as specified within clause 2, no condition or warrant is made or to be implied whether by statute or common law or otherwise as to the quality or fitness for purpose of any services supplied.

1.9. Resolution of disputes

- 1.9.1. Mediation – If a dispute arises, both parties will make all attempts to resolve the dispute by discussion, negotiation and mediation before resorting to legal action.
- 1.9.2. Breach limitation period – Any claims must be brought no later than 6 months after any alleged breach.
- 1.9.3. Quality of service – Any issues with the quality of service must be brought to The Suppliers attention no later than 2 months after the service provision has completed.

1.10. Termination

- 1.10.1. Immediate termination – The Supplier or you may end the agreement immediately by giving written notice to the other if (a) the other materially breaches it and does not remedy the breach within 14 days, (b) the other is or appears likely to be unable to pay its debts or becomes insolvent, (c) the performance of it (including the application of any fee arrangements) may breach legal or regulatory requirements or (d) force majeure prevents completion of the service.
- 1.10.2. Notice period – Either party may end the agreement on 30 days written notice.
- 1.10.3. Fees payable – you agree to pay The Supplier for all services performed up to the date of termination at the rate specified in the engagement agreement.
- 1.10.4. Fixed fees – Where there is a fixed fee for services, you agree to pay The Supplier on the basis of time spent at our current hourly rates at the time of the engagement up to the amount of the fixed fee. Any contingent element of the fees will remain payable in accordance with the engagement agreement.

1.11. Other

- 1.11.1. Performing services for others – you agree that there are no restrictions on The Supplier providing services to any other parties, providing The Supplier fulfil our ethical obligations and your confidential information is not disclosed.
- 1.11.2. Precedence – In the event of any inconsistency between any document and these terms, these terms shall prevail.
- 1.11.3. Headings – Headings used in these terms and conditions are for ease of reference only and are not legally binding.
- 1.11.4. Partial invalidity – The invalidity or unenforceability for any reason of any clause of these terms and conditions or any part thereof shall not prejudice or affect the validity or enforceability of the remainder.

1.12. Definition of terms

- 1.12.1. we, us – The Supplier
- 1.12.2. you – The parties (excluding us) to the agreement.
- 1.12.3. engagement agreement – The engagement agreement document to which we and you are signed.



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- 1.12.4. service, services – the service(s) set out in the engagement agreement document.
- 1.12.5. deliverables – All documents and other material that we have agreed to provide to you as part of the service(s)

2. Further information

For further information of Layer 7 G-Cloud Service offerings please use the central enquiry for all G-Cloud enquiries, framework@layer7.uk

Further information regarding Layer 7 can be found on our website, <https://layer7.uk>

The background is a dark navy blue. It features several abstract geometric shapes in two shades of purple: a deep indigo and a lighter, vibrant violet. These shapes are primarily parallelograms and triangles, some of which are partially cut off by the edges of the frame. They are arranged in a way that creates a sense of depth and movement, with some shapes appearing to overlap others. The overall aesthetic is modern and minimalist.

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