



TERMS AND CONDITIONS

1. INTRODUCTION

These Supplier Terms and Conditions ("**Enova Terms**" or "**Supplier Terms**") form part of an agreement for the provision of the G-Cloud Services by Enova Consulting Limited ("**Enova**" or "**The Supplier**") under a call-off agreement ("**Call-Off Agreement**") described in the UK Government Procurement Services G-Cloud Services Framework Agreement between Enova and the Government Procurement Service ("**Framework Agreement**"). They apply between Enova and each party ("**the Customer**") entering into a Call-Off Agreement. Any references in the Service Definition, Pricing and Service Description documents to Enova are references to the Supplier.

2. SERVICES

The following G-Cloud Services are applicable to these Supplier Terms and provided by Enova:

- Cloud Hosting
- Cloud Support

3. SERVICE DESK SUPPORT

- Telephone Support
- Email Support
- Onsite Support

4. SPECIFICATION

Services

On agreement and subscription by the client to the services provided by Enova, Enova grants non-exclusive, non-transferable right during the term specified in the Customer's Call-Off Agreement to receive and use the services described in the service description document relating to the service.

The Customer shall not make available or allow to be made available the G-Cloud Services and/or additional services to any third party.

Enova will take responsibility for resolution of any issues made via the support service as specified in the Service Description document.

Enova will provide expert resources to manage technical support using best endeavours to resolve matters within the target timeframes as specified between the Customer and Enova.

Customer Responsibilities

- The Customer is responsible for ensuring that:
- An individual is appointed and authorised to make binding decisions on behalf of the Customer.
- A point of contact with the appropriate expertise to liaise with Enova for second level support is provided.
- Suitable access to premises or development environment are in place prior to the start of the development work.
- The infrastructure used to access the Services is compatible with the interfaces provided within the Service.
- The necessary backup procedures are in place
- The Customer will comply with all legal requirements applicable to its conduct and operations.

Support

- Different levels of support are provided depending on each customer's needs. Support packages range from 5 days through 15 days.
- A customer might purchase any additional support or consultancy services by issuing a new Call-Off Agreement via the Digital Marketplace.

Fees

- Fees are payable on a monthly basis up front and the first payment will be due on the go-live.
- Invoices are due as set out in the Order Form and shall be payable within 30 days of the date of issue.

Liability

Except as provided in these Terms and Conditions and the relevant Service Description shall not under any circumstances be liable to the extent that the amount of any loss or damage exceeds (or would when aggregated with the amount of any previous loss or damage exceed) the value of any services credited.

Termination

The Supplier may terminate the Call-Off Agreement with immediate effect by giving written notice to the Customer if the Customer commits a default and the Customer has not remedied the default within 30 working days, after issue of written notice.