Glue Reply Terms and Conditions for G-Cloud 11

TERMS AND CONDITIONS
Contents

1 INTRODUCTION ...........................................................................................................3
  1.1 INTRODUCTION ......................................................................................................3
  1.2 PAYMENT .................................................................................................................3
  1.3 INVOICING ...............................................................................................................3
  1.4 TRAVEL AND SUBSISTENCE ..................................................................................3
  1.5 INTELLECTUAL PROPERTY ....................................................................................4
  1.6 DATA PROTECTION ................................................................................................4
  1.7 BUSINESS ETHICS ..................................................................................................4
  1.8 DUTY OF CARE AND HEALTH AND SAFETY .....................................................4
  1.9 SECURITY AND CYBER ESSENTIALS .................................................................5
1 INTRODUCTION

1.1 Introduction

Government is realising the opportunities being offered by ever changing technology to make savings, improve productivity, efficiency and effectiveness procuring the technical support necessary through the G-Cloud framework and the Digital Marketplace. As an SME this allows Glue Reply to showcase our evolutionary capabilities to assist Government and the Public Sector in their own service evolution. We conform to G-Cloud 11 terms and conditions with some pertinent areas discussed here.

1.2 Payment

Our Terms and Conditions are for payment in full, by electronic transfer, within no longer than 30 days from the date of agreed invoice. Bank details shall be included on the invoice.

1.3 Invoicing

Invoices are generally emailed, sent by first class post or P2P. Where an invoice is posted we shall start the 30 days from the day after posting. Late payments may incur addition of interest and may be pursued legally, with costs being recovered.

1.4 Travel and Subsistence

Our prices shall include Travel and Subsistence (T&S) costs for delivery at the stated or agreed work site for any work package. Wherever possible, appropriate and where it is efficient our policy is to use public transport. Travel and subsistence that may be required away from that agreed site in pursuance of work package objectives, shall be charged at HMRC approved rates, all expenses shall be supported by a receipt;

- Mileage shall be charged at HMRC MMA rate of 0.45ppm,
- Rail travel shall be standard class except for journeys including and over 3 hours in duration, when First Class travel can be used. First Class travel may be used on shorter journeys but only where the journey can be booked in advance at a price that is cheaper than a standard price fare, and where First Class travel can be justified,
- Air travel shall be economy class except for flights including and over 5 hours in duration, when business class travel shall be used,
- Accommodation of no less than 3* or equivalent shall be used if required.
This includes breakfast and evening meals and may include one drink,

- Taxi, bus and underground fares shall be charged as actuals,
- Where significant use of Portable User Devices for calls or data downloads in direct support of the project are required that incur cost, such costs may be reclaimed, with supporting documentation and justification.

### 1.5 Intellectual Property

Glue Reply has considerable Intellectual Property (IP) developed over many years and constantly is evolving. Where we bring IP to a project we retain all rights to it. Where we are paid to develop IP as part of a project the client retains rights to it.

### 1.6 Data Protection

Data shall be protected in accordance with extant legislation and regulations but we will be cognisant of local policy and process. Wherever possible we do not hold client data on Reply infrastructure.

### 1.7 Business Ethics

Glue Reply, a trading name of Reply Ltd has a well-developed and understood policy on business ethics, which all staff sign up to. No employee of Reply Ltd or any associate, supplier or sub-contractor may offer or take any inducement of any sort, at any time to gain business or personal advantage, or to imply such for past, present or future projects with any client or prospective client their employees, suppliers, associates or sub-contractors or those related in any way to them.

### 1.8 Duty of Care and Health and Safety

Glue Reply, of Reply Ltd retains a Duty of Care to its’ employees and those attending its premises for any reason, subject to employees and persons taking all reasonable precautions and actions to ensure their and others safety and care. We expect the same from all other bodies with which we work or premises we attend for any reason. Where there may be special H&S risks at any time they shall be highlighted when at Reply Ltd Offices, and we expect the same from clients. We shall comply with clients H&S policy and
process presented to us by clients.

1.9 Standards, Security and Cyber Essentials

Glue Reply are:

- ISO 9001 accredited
- ISO27001 accredited
- Cyber Essentials Plus accredited

We Security Clear our consultants, as a policy, where eligible.

Glue Reply works with many private and public sector bodies and apply high standards of data protection for our and others personal and business data and information, guided by our ISO 27001 accreditation. Our security policy and processes have been designed and assessed by CESG accredited ad CISSP consultants and has also informed our Data and Information Security and Security Operating Procedures (DISSyOPs). Our DISSyOPs state our policy on information and data governance, security classifications, handling, storage and destruction of information and data. Our DISSyOPs apply to work when in our office, at a client office, working from home or when travelling. We apply those accredited policies and processes to all work for all clients and expect clients to apply similar policy and process to any and all data and information we provide for any reason.

Many of our staff are UK Government Security Cleared (SC) and some are higher level Developed Vetting (DV) cleared. We will comply with such physical, information and personal security policy and process presented to us by clients. Glue Reply are Cyber Essentials accredited

1.10 Data Protection and Privacy

Reply has a very active and managed GDPR Compliance regime. We will at the initial meetings for any contract agree access, processing and storing of data. By Policy we do not hold customer data on our equipment. We will apply the more rigorous of Reply’s or the clients’ data management, privacy and protection regimes and processes.