



## G-CLOUD 9 ADDITIONAL TERMS OF BUSINESS

These are our additional G-Cloud 9 trading terms, in easy-to-read plain English.

They are overridden by any Call-Off Contract terms and conditions that they may contradict.

### 1 Definitions

The following words and expressions have the following meanings:

**'Customer Content'** the text, graphics, logos, photos, images, sound, illustrations and other material you provide to be featured, displayed or used in your project

**'Implementation Plan'** your project's agreed written scope of work, time scales and method statement

**'Price'** the sum you will pay S8080 for the Services

**'Service(s)'** the services to be provided to you by S8080 to complete your project as stated in the Implementation Plan

### 2 Information security

- 2.1 S8080 are ISO/IEC 27001:2013 and Cyber Essentials certified and will endeavour to maintain this level of certification, together with our ISO 9001:2008 certification for the term of the Call-Off Contract and for 6 years after termination.
- 2.2 If we process any data on your behalf when performing the Services:

- (i) You shall ensure that you are entitled to transfer the data to us so that we may lawfully process and transfer the data
  - (ii) You shall ensure that the relevant third parties have given their consent to the processing and transfer of the data
  - (iii) Both parties shall take appropriate technical and organisational measures to maintain the confidentiality, integrity and availability of the data
- 2.3 Your authorised Service users shall keep a secure password for their administration account which shall be kept confidential.

### 3 The Services

- 3.1 Both parties will endeavour to ensure that the Services proceed as set out in the Implementation Plan.
- 3.2 However, you may request changes to the Services, or request extra Services at any time. S8080 shall then notify you if your request has any effect on the Price and time scales by issuing a change request document. You can then decide if you'd like us to make the changes.

### 4 Your content

- 4.1 You will endeavour to deliver correct and current Customer Content to S8080, where relevant, in the agreed format, by the agreed date.
- 4.2 You shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Content delivered to us.

### 5 Warranty

All warranties specific to your Project, for example, availability and information security, will be detailed in the Call-Off Contract.

### 6 Non-solicitation of staff

We've spent many years building a great team. Finding good people is difficult. We ask that you agree that during the term of the Call-Off Contract and for 12 months after termination, you will not directly or indirectly approach, with a view to offering or providing employment to, offer to contract with or entice to leave any of our employees without our prior written consent.

## SOME OF OUR CLIENTS



- Number 10
- Department of Energy and Climate Change
- HM Cabinet Office
- Health and Safety Executive
- Department of Work and Pensions
- Department of Health
- UK Trade and Investment
- National Assembly for Wales
- Welsh Government
- Royal College of Obstetricians and Gynaecologists
- Defra
- Leicestershire County Council
- Ministry of Justice
- BBC
- Audit Commission
- CITB - Construction Skills
- Duke of Edinburgh's Award
- University of West London
- Sunday Times
- Parliamentary and Health Services Ombudsman
- Adobe
- Alzheimer's Research UK
- Local Government Association
- Directgov
- Wales Audit Office
- Grammy Awards (US)
- Ryder Cup
- Nominet
- 20th Century Fox
- South Wales Police
- West Midlands Police
- Haringey Council
- NHS
- Transport for London
- Lee Valley Regional Park
- Tetley Tea
- Royal College of Radiologists
- Nottingham City Council
- Tesco
- Royal College of Anaesthetists
- O2