

Terms & Conditions

For the Provision of Nightingale Patient Pathway Automation Solution ("Solution" / "Service")

Between

Azdio Limited ("Supplier")

and

The UK Government / NHS Primary Care Organisation ("Customer")

Date: January 2026

1. Definitions

In these terms:

1.1 **"Agreement"** means these Terms & Conditions, any Order Form, and the Service Schedule.

1.2 **"G-Cloud Framework"** means the UK Government's Digital Marketplace G-Cloud agreement under which the Supplier is listed.

1.3 **"Service"** means the Nightingale Patient Pathway Automation Solution and associated support, as detailed in the Service Schedule.

1.4 **"Customer Data"** means all data input, uploaded, or processed by the Customer in connection with the Service.

1.5 **"NHS Primary Care"** means National Health Service primary care providers and commissioning organisations procuring under G-Cloud.

2. Scope of Services

2.1 The Supplier agrees to provide the Services in accordance with the Service Description, Service Levels (SLAs), and the G-Cloud Framework.

2.2 The Services include: software access, configuration, training, data migration (if applicable), support, maintenance, and any Professional Services as agreed in writing.

3. Orders and Acceptance

3.1 The Customer may place Orders via the Digital Marketplace or by written Purchase Order specifying volumes, modules, and any custom requirements.

3.2 An Order is accepted when acknowledged in writing by the Supplier.

4. Term and Termination

4.1 Term: This Agreement starts on the Effective Date and continues for the period set out in the Order.

4.2 Renewal: Unless otherwise stated, the Service may auto-renew annually subject to notice.

4.3 Termination for Convenience: Either party may terminate on 12 months written notice.

4.4 Termination for Cause: Either party may terminate if the other materially breaches and fails to cure within 60 days of notice.

5. Fees and Payment

5.1 The Customer shall pay the Fees described in the Order. Fees are exclusive of VAT unless otherwise stated.

5.2 Invoices are payable within 30 days of receipt.

5.3 Non-payment within terms may result in suspension of Services after notice.

6. Service Levels and Support

6.1 The Supplier shall provide support and target response/resolution times as defined in the Service Level Agreement (SLA) separately defined as an annex to this Agreement.

7. Data Protection and Security

7.1 Each party will comply with applicable data protection laws including UK GDPR and the Data Protection Act 2018.

7.2 The Supplier shall implement appropriate technical and organisational measures to protect Customer Data.

7.3 The Supplier shall cooperate with NHS security requirements, including any NHS DSPT requirements and any applicable IG Toolkit or successor standards.

8. Intellectual Property

8.1 The Supplier retains all rights in its pre-existing IP and any software or tools used to deliver the Service.

8.2 The Customer retains ownership of Customer Data.

8.3 The Agreement grants the Customer a non-exclusive, non-transferable licence to use the Solution during the Term.

9. Confidentiality

9.1 “Confidential Information” means non-public information that is designated as confidential or which ought reasonably to be understood as such.

9.2 Each party shall keep confidential the other’s Confidential Information and only use it to perform its obligations.

10. Warranties & Disclaimers

10.1 The Supplier warrants that the Services will be delivered in a professional manner consistent with industry standards.

10.2 Except as expressly set out, the Supplier *excludes* all other warranties, whether express or implied.

11. Liability

11.1 Neither party limits liability for death or personal injury caused by negligence.

11.2 Subject to clause 11.1, the Supplier’s liability under this Agreement in aggregate is limited to the value of fees paid in the last 12 months.

11.3 Neither party is liable for indirect or consequential losses.

12. Compliance with Laws and NHS Requirements

12.1 The Supplier shall comply with all applicable laws, NHS standards, and regulatory obligations.

12.2 This includes Equality Act, Modern Slavery Act, Freedom of Information, Public Records obligations, and relevant NHS digital & clinical safety standards.

13. Sub-contracting

13.1 The Supplier may appoint subcontractors, provided it remains responsible for performance.

13.2 No subcontracting relieves the Supplier of its obligations or liabilities.

14. Notices

14.1 Notices shall be given in writing to the addresses specified in the Order.

14.2 Notice is effective upon delivery by hand, email with receipt confirmation, or registered post.

15. Force Majeure

15.1 Neither party is liable for failure to perform due to events beyond reasonable control (e.g., pandemic constraints, government restrictions, acts of God).

16. Governing Law and Jurisdiction

16.1 This Agreement is governed by the laws of England and Wales, and the courts of England shall have exclusive jurisdiction.

17. Entire Agreement

17.1 This document constitutes the entire agreement between the parties concerning the Service and supersedes previous proposals and agreements.