
SkyBridge Migration Services

Terms and Conditions | Supplier: Cloudable Ltd

1. Definitions

"Agreement" means these Terms and Conditions together with any Statement of Work or Order Form.

"Customer" means the organisation purchasing the Services.

"Services" means the SkyBridge migration consultancy and delivery services.

"Deliverables" means any documents, reports, designs, or other materials produced under the Agreement.

"Statement of Work" or "SOW" means a document describing the specific scope, deliverables, timeline, and fees for an engagement.

"Customer Data" means all data belonging to the Customer that is accessed or processed as part of the Services.

2. Services

2.1 Scope

Cloudable Ltd will provide the Services as described in the applicable Statement of Work. Any services outside the agreed scope will require a Change Request.

2.2 Performance

Cloudable Ltd will perform the Services with reasonable skill and care, using appropriately qualified personnel.

2.3 Personnel

Cloudable Ltd may use employees, contractors, or subcontractors to deliver the Services. We remain responsible for their performance.

2.4 Customer Cooperation

The Customer shall provide timely access to systems, data, personnel, and facilities reasonably required for delivery of the Services. Delays caused by lack of access may result in timeline and cost adjustments.

3. Deliverables

3.1 Acceptance

Deliverables will be subject to acceptance testing as defined in the Statement of Work. The Customer shall notify Cloudable Ltd of any deficiencies within 10 working days of delivery. Deliverables are

deemed accepted if no notice is given.

3.2 Deficiency Correction

Cloudable Ltd will correct any deficiencies in Deliverables that do not meet the agreed specification at no additional cost.

4. Fees and Payment

4.1 Fees

Fees are as set out in the Statement of Work or Pricing Document and are exclusive of VAT.

4.2 Fixed Price

For fixed price engagements, fees are payable according to the milestone schedule in the Statement of Work.

4.3 Time and Materials

For time and materials engagements, fees are invoiced monthly in arrears based on actual time spent at the applicable day rates.

4.4 Expenses

Pre-approved travel and subsistence expenses are charged at cost in accordance with the Pricing Document.

4.5 Payment Terms

Payment is due within 30 days of invoice date.

4.6 Late Payment

Late payments may incur interest at 4% above the Bank of England base rate.

5. Change Control

5.1 Change Requests

Either party may request changes to the scope, timeline, or deliverables. Changes must be documented in a Change Request and agreed in writing before implementation.

5.2 Impact Assessment

Cloudable Ltd will assess the impact of requested changes on cost and timeline and provide a written estimate before proceeding.

6. Data Protection

6.1 Roles

Where Cloudable Ltd processes Customer Data:

- The Customer is the Data Controller
- Cloudable Ltd is the Data Processor

6.2 Data Processing

Cloudable Ltd will:

- Process Customer Data only as necessary to perform the Services
- Ensure personnel are bound by confidentiality obligations
- Implement appropriate security measures
- Not transfer data outside the UK/EEA without appropriate safeguards
- Delete or return Customer Data at the end of the Agreement

6.3 Security Measures

- Encrypted data transfer
- Secure credential management
- Audit logging of data access
- Security-cleared personnel where required

7. Intellectual Property

7.1 Pre-existing IP

Each party retains ownership of its pre-existing intellectual property. Cloudable Ltd grants the Customer a licence to use any Cloudable pre-existing IP incorporated in Deliverables.

7.2 Deliverables

Intellectual property in bespoke Deliverables created specifically for the Customer shall vest in the Customer upon payment. Generic tools, methodologies, and know-how remain the property of Cloudable Ltd.

7.3 Customer Data

The Customer retains all rights in Customer Data.

8. Confidentiality

8.1 Obligations

Each party shall keep confidential all information of a confidential nature obtained from the other party.

8.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available (other than through breach)
- Was already known to the receiving party
- Is independently developed
- Is required to be disclosed by law

9. Warranties

9.1 Services Warranty

Cloudable Ltd warrants that the Services will be performed with reasonable skill and care by appropriately qualified personnel.

9.2 Deliverables Warranty

Cloudable Ltd warrants that Deliverables will materially conform to the specification in the Statement of Work for 30 days following acceptance.

9.3 Disclaimer

Except as expressly stated, all warranties are excluded to the fullest extent permitted by law. Cloudable Ltd does not warrant uninterrupted or error-free migration — migrations inherently carry risk which is managed through proper planning and methodology.

10. Liability

10.1 Limitation

Cloudable Ltd's total liability under this Agreement shall not exceed the fees paid or payable under the applicable Statement of Work.

10.2 Exclusions

Neither party shall be liable for indirect, consequential, or special damages, including loss of data, revenue, or profit.

10.3 Exceptions

Nothing in this Agreement limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Breach of confidentiality obligations
- Any liability that cannot be limited by law

11. Term and Termination

11.1 Term

The Agreement continues until completion of the Services unless terminated earlier.

11.2 Termination for Convenience

Either party may terminate by giving 30 days written notice. The Customer shall pay for Services performed up to termination.

11.3 Termination for Breach

Either party may terminate immediately if the other party materially breaches and fails to remedy within 14 days of notice.

11.4 Effect of Termination

On termination:

- Cloudable Ltd will deliver any completed Deliverables
- The Customer shall pay for work completed to date
- Each party shall return the other's confidential information

12. General

12.1 Force Majeure

Neither party is liable for delays caused by events beyond reasonable control.

12.2 Assignment

Neither party may assign this Agreement without prior written consent.

12.3 Subcontracting

Cloudable Ltd may subcontract elements of the Services but remains responsible for performance.

12.4 Entire Agreement

This Agreement (including Statements of Work) constitutes the entire agreement between the parties.

12.5 Severability

If any provision is unenforceable, the remaining provisions continue in effect.

12.6 Governing Law

This Agreement is governed by English law. Disputes are subject to the exclusive jurisdiction of the English courts.

13. Contact

Cloudable Ltd

Email: info@cloudable.biz

Address: C/O Aardvark Accounting, 1 Cedar Office Park, Cobham Road, Wimborne, BH21 7SB

Company Registration: 12104646



Cloudable Ltd | Company Reg: 12104646

info@cloudable.biz | We Know Cloud

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