

Terms and conditions

San Digital Cloud Professional Services

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These terms and conditions apply to the supply of San Digital Cloud Professional Services under G-Cloud 15 Lot 3. The services are provided subject to the G-Cloud 15 Framework Agreement, the Call-Off Contract and these Service Terms. Where there is any conflict, the order of precedence is set out below.

Service provision

San Digital will provide cloud support services in accordance with the service definition and agreed scope of work. Services are delivered by experienced cloud and software engineers and may include consulting, technical guidance, migration support, architecture planning, ongoing management, performance optimisation and operational improvement activities. The scope, deliverables and timescales for each engagement will be agreed with the buyer before work commences.

Scope and deliverables

Each engagement will be defined through a scope of work document or statement of work agreed between San Digital and the buyer. This will specify the services to be provided, deliverables, timescales, acceptance criteria and any dependencies or constraints. Services exclude infrastructure provisioning and bespoke software development unless specifically agreed. Changes to scope will be managed through a formal change control process.

Pricing and payment

Services may be provided on a fixed-price basis for defined scopes of work, or on a time-and-materials basis using agreed day rates. Pricing will be specified in the Call-Off Contract or statement of work. Payment terms are as agreed in the Call-Off Contract. Discounts for educational organisations are available on request.

Support and communication

Standard support is provided during UK business hours via email and online ticketing, with responses within one business day. Phone support is available 9am to 5pm UK time, Monday to Friday. Enhanced support with agreed response times and extended hours is available at additional cost. Regular progress reporting and communication will be provided throughout service delivery.

Staff and security clearance

Services are delivered by qualified and experienced cloud professionals. Staff screening is performed. Government security clearance up to Security Clearance (SC) level is available where required by the engagement. San Digital will ensure appropriate personnel are assigned to each engagement based on the required skills, experience and security clearance.

Confidentiality and data protection

San Digital will maintain confidentiality of buyer information and data accessed during service delivery. All data processing is carried out in accordance with UK data protection law. Where access to buyer systems or data is required, appropriate security controls, access restrictions and data handling procedures will be agreed and implemented.

Intellectual property

Intellectual property rights in pre-existing materials and methodologies remain with San Digital. Intellectual property rights in deliverables created specifically for the buyer under the engagement will be transferred to the buyer on full payment, unless otherwise agreed. The buyer grants San Digital the right to use generic learnings and anonymised case study information for marketing purposes.

Liability

San Digital's liability is limited as set out in the Call-Off Contract and Framework Agreement. San Digital is responsible for delivering services with reasonable skill and care. The buyer remains responsible for decisions made based on San Digital's advice and recommendations, and for the operation and security of their own systems and environments.

Termination

Either party may terminate an ongoing service engagement in accordance with the termination provisions in the Call-Off Contract. On termination, San Digital will provide handover documentation and knowledge transfer as agreed. The buyer will pay for all services provided up to the termination date in accordance with the agreed pricing.

Order of precedence

In the event of conflict between documents, the following order of precedence applies: (1) the Call-Off Contract, (2) the G-Cloud 15 Framework Agreement, (3) these Service Terms, (4) the Statement of Work or Scope of Work, (5) the Service Definition document. Nothing in these terms reduces the buyer's statutory rights.

Contact

For questions about these terms and conditions, or for support, please contact San Digital at office@sandigital.uk or via the online support ticketing system.

San Digital Limited

Email: office@sandigital.uk

This document is provided for G-Cloud 15 procurement purposes.
Additional assurance evidence is available on request.