



Axelerant's Terms & Conditions

30th Jan 2026

1. Definitions and Interpretation

In these Terms and Conditions, the following definitions apply:

- **"Axelerant", "Service Provider", "we" or "us"** means Axelerant Technologies UK Limited., 43 Brunswick Park Gardens, London, England, N11 1EJ
- **"Customer", "Buyer" or "you"** means a public sector organisation purchasing Services through the UK Digital Marketplace.
- **"Agreement"** means these Terms and Conditions together with the relevant G-Cloud service description, pricing document, and any Order Form or Statement of Work agreed via the Digital Marketplace.
- **"Order Form"** means an order placed by the Customer through the UK Digital Marketplace or other written agreement referencing these Terms.
- **"Services"** means the cloud support, cloud software and/or cloud hosting services provided by Axelerant under the G-Cloud framework.
- **"Deliverables"** means any reports, documentation, configurations, code, designs, or other outputs produced by Axelerant as part of the Services.
- **"Confidential Information"** means all information disclosed by one party to the other that is identified as confidential or which ought reasonably to be regarded as confidential.

Unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- References to statutes include amendments and re-enactments.
- References to writing include email.

2. Provision of Services

2.1 Axelerant shall provide the Services to the Customer in accordance with the Agreement and the applicable G-Cloud service listing.

2.2 The Services are provided based on information, requirements, and instructions supplied by the Customer. Axelerant shall not be responsible for delays or failures caused by incomplete, inaccurate, or late information provided by the Customer.

2.3 Any changes to the scope, assumptions, or deliverables of the Services must be agreed in writing via an updated Order Form or written change agreement.

3. Commencement and Duration

3.1 The Agreement shall commence on the date the Customer places an order through the UK Digital Marketplace, unless otherwise stated in the Order Form.

3.2 The duration of the Services shall be as specified in the applicable Order Form.

3.3 Nothing in this Agreement obliges the Customer to purchase any minimum volume of Services.

4. Charges and Payment

4.1 Charges for the Services shall be as set out in the published G-Cloud pricing document applicable at the time of order.

4.2 Unless otherwise stated in the pricing document or Order Form, Axelerant shall invoice the Customer monthly in arrears.

4.3 Payment terms are thirty (30) days from receipt of a valid invoice.

4.4 Charges are exclusive of VAT, which shall be payable at the applicable rate.

5. Expenses

5.1 Unless expressly stated otherwise in the pricing document or Order Form, all expenses are included in the Fees.

5.2 Any additional expenses must be agreed in writing in advance by the Customer.

6. Customer Responsibilities

6.1 The Customer shall provide Axelerant with timely access to information, systems, environments, and personnel reasonably required for the delivery of the Services.

6.2 The Customer is responsible for ensuring that its use of the Services complies with applicable laws and regulations.

7. Confidentiality

7.1 Each party shall keep the other party's Confidential Information confidential and shall not disclose it to any third party except as permitted under this Agreement.

7.2 Confidential Information may be disclosed to employees, contractors, or advisers who need to know it for the purposes of performing obligations under the Agreement, provided they are bound by confidentiality obligations no less restrictive than those set out herein.

7.3 Confidential Information may be disclosed where required by law, regulation, or by a court or competent authority.

7.4 The obligations in this clause shall survive termination of the Agreement for a period of three (3) years.

8. Intellectual Property Rights

8.1 Each party retains ownership of its pre-existing intellectual property rights.

8.2 Subject to full payment of all Fees due, Axelerant grants the Customer a non-exclusive, royalty-free, perpetual licence to use the Deliverables created specifically for the Customer for its internal business purposes.

8.3 Axelerant retains ownership of all methodologies, tools, frameworks, know-how, and background materials used or developed independently of the Services, provided that no Customer Confidential Information is disclosed.

8.4 Any open source software provided as part of the Services is licensed under the applicable open source licence terms.

9. Warranties and Liability

9.1 Axelerant warrants that the Services shall be performed with reasonable skill and care in accordance with generally accepted industry standards.

9.2 Except as expressly stated in this Agreement, all warranties, representations, and conditions are excluded to the maximum extent permitted by law.

9.3 Axelerant shall not be liable for any loss of profits, loss of revenue, loss of business, loss of data, or any indirect or consequential loss.

9.4 Axelerant's total aggregate liability under or in connection with the Agreement shall not exceed one hundred percent (100%) of the Fees paid by the Customer in the twelve (12) months preceding the claim, except where liability cannot be excluded or limited by law.

10. Data Protection

10.1 Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

10.2 Where Axelerant processes personal data on behalf of the Customer, the Data Processing Agreement made available via the Digital Marketplace shall apply.

11. Termination

11.1 Either party may terminate the Agreement or any Order Form for convenience by giving thirty (30) days' written notice.

11.2 Either party may terminate the Agreement immediately for material breach which is not remedied within thirty (30) days of written notice.

11.3 Upon termination, all Fees due for Services provided up to the termination date shall become immediately payable.

12. Force Majeure

Neither party shall be liable for failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control.

13. Governing Law and Jurisdiction

13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

14. General

14.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings relating to its subject matter.

14.2 No amendment to this Agreement shall be effective unless made in writing and agreed by both parties.

14.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.