



Skyflo Digital Ltd

Terms and Conditions

1. Definitions and interpretation

These Terms and Conditions ("Terms") apply to the provision of services by **Skyflo Digital Ltd** ("Skyflo") to the contracting authority or public body ("Client"). Together with any Statement of Work ("SoW"), Order Form, or service definition, they form the agreement between the parties ("Agreement").

2. Contract structure and precedence

The Agreement consists of, in order of precedence:

1. Any framework agreement or call-off contract
2. The applicable Statement of Work or Order Form
3. These Terms and Conditions
4. Any service descriptions or proposals

3. Scope of services

Skyflo shall provide the services expressly described in the applicable SoW or service definition ("Services"). Any services outside scope shall be subject to a mutually agreed change control process.

4. Client responsibilities

The Client shall provide reasonable cooperation, access to systems, data, and stakeholders required for delivery. Skyflo shall not be responsible for delays caused by the Client's failure to meet these responsibilities.

5. Charges and payment

Charges are as set out in the SoW or Order Form and are exclusive of VAT. Invoices shall be payable within **30 days**, in line with public sector payment policies. Skyflo shall not unreasonably suspend services for late payment and will follow the Client's escalation procedures where applicable.

6. Change control

Changes to scope, timelines, or deliverables shall be agreed in writing through a formal change control process prior to commencement.

7. Service levels

Where service levels apply, these shall be as set out in the SoW or service schedule. Where service credits are agreed, they shall represent the Client's primary remedy for service level failures.

8. Intellectual property

Each party retains ownership of its pre-existing intellectual property. Subject to payment, the Client is granted a **royalty-free, perpetual, non-exclusive licence** to use deliverables created specifically for the Client for its internal purposes. Skyflo retains ownership of its background materials, tools, templates, and methodologies.

9. Confidentiality

Each party shall protect the other's confidential information and use it solely for the purposes of the Agreement, except where disclosure is required by law.

10. Data protection

Both parties shall comply with UK GDPR and applicable data protection legislation. Where Skyflo processes personal data on behalf of the Client, a data processing agreement shall apply.

11. Security and personnel

Skyflo maintains appropriate technical and organisational security measures. Personnel may be screened to appropriate industry standards where required by the Client or contract.

12. Warranties

Skyflo warrants that it shall perform the Services with reasonable skill and care in accordance with good industry practice.

13. Liability

Neither party shall be liable for indirect or consequential loss. Skyflo's total liability shall be capped at the total charges paid under the relevant SoW in the preceding 6 months, except where liability cannot be limited by law.

14. Termination

Either party may terminate for material breach with reasonable written notice if the breach is not remedied. Termination for convenience shall apply where required by the relevant framework or SoW.

15. Force majeure

Neither party shall be liable for failure to perform due to events beyond its reasonable control.

16. Subcontracting

Skyflo may use subcontractors in delivery and shall remain responsible for their performance in accordance with the Agreement.

17. Assignment and novation

Assignment or novation shall be permitted where required by public sector reorganisation, legislation, or framework rules, subject to reasonable notice.

18. Governing law

1The Agreement shall be governed by the laws of England and Wales.