

Terms and Conditions

Sailotech UK Limited

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1. Definitions and Interpretation

In these Terms and Conditions:

- "Supplier" means Sailotech UK Limited.
- "Customer" means the public sector organisation purchasing Services via the g-Cloud 15 Framework.
- "Framework Agreement" means the agreement between the Supplier and the Crown Commercial Service for g-Cloud 15.
- "Call-Off Contract" means the legally binding agreement formed when the Customer places an Order Form.
- "Order Form" means the Digital Marketplace order setting out Services, pricing, duration, and scope.
- "Services" means consultancy and professional services described in the service description.
- "Deliverables" means outputs produced as part of the Services.

2. Contract Structure and Order of Precedence

The Call-Off Contract consists of:

1. The Framework Agreement
2. The Order Form
3. These Terms and Conditions
4. The Service Definition Document

If there is any conflict, the documents shall be interpreted in the above order of precedence.

3. Service Provision and Standards

The Supplier shall provide the Services with reasonable skill, care, and diligence in accordance with good industry practice and applicable UK laws. Services are advisory and assessment-based unless otherwise stated. The Supplier does not guarantee that all security risks will be identified or eliminated.

4. Scope Control and Change Management

Services shall be delivered strictly within the agreed scope. Any changes require written agreement through a formal change control process, including potential impact on fees, timelines, and resources.



5. Customer Obligations

The Customer shall:

- Provide accurate and complete information
 - Grant timely access to systems, documentation, and personnel
 - Ensure required approvals and permissions are in place
- Failure to meet these obligations may affect delivery timelines or outcomes.

6. Charges, Invoicing, and Payment

Charges are as stated in the Order Form and pricing schedule. Invoices shall be issued monthly or on milestone completion unless otherwise agreed. Payment terms are 30 days from invoice date in accordance with the Public Contracts Regulations.

7. Intellectual Property Rights

Each party retains ownership of its pre-existing intellectual property. Deliverables created under the Services shall belong to the Customer. The Supplier retains the right to reuse non-confidential know-how, methodologies, and experience.

8. Confidentiality and Information Handling

Each party shall protect confidential information using appropriate safeguards. Confidentiality obligations survive termination for a period of five years unless otherwise required by law.

9. Data Protection and Privacy

Both parties shall comply with UK GDPR and the Data Protection Act 2018. Where the Supplier processes personal data on behalf of the Customer, it shall act as a data processor and follow documented instructions.



10. Information Security

The Supplier shall implement appropriate technical and organisational measures to protect information, including access control, secure storage, and secure transmission.

11. Personnel Security and Clearance

All Supplier personnel are screened in accordance with BS7858:2019. Personnel meet BPSS requirements as a minimum, with Security Clearance (SC) provided where required and agreed in advance.

12. Subcontracting

The Supplier may use subcontractors where necessary. The Supplier remains fully responsible for subcontractor performance and compliance with these Terms.

13. Liability and Indemnity

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation. Subject to this, liability shall be limited in accordance with the Framework Agreement.

14. Termination

Either party may terminate the Call-Off Contract in accordance with the Framework Agreement. Upon termination, the Customer shall pay for Services delivered up to the termination date.

15. Force Majeure

Neither party shall be liable for delay or failure caused by events beyond reasonable control.



16. Freedom of Information

The Supplier acknowledges the Customer's obligations under the Freedom of Information Act 2000 and shall provide reasonable assistance to support compliance.

17. Equality, Ethics, and Modern Slavery

The Supplier complies with the Equality Act 2010 and the Modern Slavery Act 2015 and maintains appropriate policies.

18. Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

19. Accessibility Statement

This document has been produced in line with GOV.UK guidance on accessible formats and is intended to meet WCAG 2.2 AA standards. It uses plain English, structured headings, logical reading order, and is compatible with assistive technologies. Alternative accessible formats are available on request.

