Supplier Terms and Conditions

G-Cloud 15 Services

Supplier: UK Scrum Academy Ltd
Service: Cloud Agile Delivery Support
Version: January 2026

1. Purpose and precedence

These Terms and Conditions supplement the G-Cloud Framework Agreement and any Call-Off Contract agreed between the Supplier and the Buyer.

In the event of any conflict or inconsistency, the G-Cloud Framework Agreement and the applicable Call-Off Contract shall take precedence over these Terms and Conditions.

2. Scope of services

The Supplier shall provide the services described in the applicable Service Definition and Call-Off Contract.

Unless otherwise agreed in writing, services are provided on a time-and-materials basis and do not include managed services, operational support or fixed delivery commitments.

3. Supplier responsibilities

The Supplier shall:

- Provide the services with reasonable skill and care
- Use suitably qualified and experienced personnel
- Comply with applicable laws and regulations
- Act in good faith and in collaboration with the Buyer

The Supplier does not warrant that specific outcomes, milestones or delivery dates will be achieved unless expressly agreed in the Call-Off Contract.

4. Buyer responsibilities

The Buyer shall:

- Provide timely access to relevant information, documentation and stakeholders
- Make decisions and approvals required for service delivery
- Manage internal teams and third-party suppliers unless otherwise agreed
- Ensure appropriate access to systems or environments where required

Delays or impacts arising from factors outside the Supplier’s control remain the responsibility of the Buyer.

5. Confidentiality and information

Each party shall treat the other party’s confidential information as confidential and shall not disclose it to third parties except as required by law or permitted under the Call-Off Contract.

All service artefacts, documentation and outputs produced during delivery remain the property of the Buyer, unless otherwise agreed.

6. Data protection

The Supplier shall comply with applicable data protection legislation.

The Supplier does not host, store or process personal data on behalf of the Buyer unless explicitly agreed as part of the Call-Off Contract.

7. Charges and payment

Charges shall be as set out in the applicable pricing schedule or Call-Off Contract.

The Buyer shall pay for services performed up to the effective date of termination in accordance with the G-Cloud Framework Agreement and Call-Off Contract.

8. Liability

The Supplier's liability shall be subject to the limitations and exclusions set out in the G-Cloud Framework Agreement and applicable Call-Off Contract.

Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury caused by negligence, fraud or any liability which cannot be excluded by law.

9. Termination

Either party may terminate the services in accordance with the G-Cloud Framework Agreement and the applicable Call-Off Contract.

Upon termination, the Supplier shall provide reasonable assistance to support an orderly handover, subject to payment for services performed.

10. Governing law

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

11. General

No variation to these Terms and Conditions shall be effective unless agreed in writing.

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