

Terms & Conditions - AI Discovery, Configuration and Adoption Support

1. Definitions

“Supplier” means Fliweel Tech Ltd.

“Buyer” means the public sector organisation entering into a Call-Off Contract.

“Services” means the cloud support services described in the Service Definition for AI Discovery, Configuration and Adoption Support.

“Call-Off Contract” means the contract formed under the G-Cloud Framework between the Buyer and the Supplier.

“Deliverables” means outputs expressly defined in an agreed Statement of Work, including discovery outputs, assessments, configuration artefacts and recommendations.

2. Contract structure and precedence

These Terms and Conditions apply to all Services provided under the G-Cloud Framework.

In the event of conflict, the order of precedence is:

1. Call-Off Contract
2. Framework Agreement
3. Service Definition
4. These Terms and Conditions

3. Scope of services

The Supplier shall provide the Services strictly in accordance with:

- the Service Definition; and
- the applicable Statement of Work agreed under a Call-Off Contract.

The Services are delivered through time-bound, quarterly delivery cycles and include discovery, prioritisation, and configuration and integration of one AI agent per cycle within existing cloud platforms for proof-of-value and adoption support.



The Services are professional cloud support and advisory services, not a managed service.

Any services not expressly included are excluded.

4. Exclusions

Unless expressly stated in a Statement of Work, the Services do not include:

- bespoke software development
- hosting or infrastructure provision
- ongoing operational management or 24/7 support
- platform or third-party licensing
- security monitoring or SOC services
- business continuity ownership
- backup or disaster recovery ownership
- guarantees of business outcomes, financial savings or production performance

5. Buyer responsibilities

The Buyer is responsible for:

- providing timely access to systems, data, documentation and stakeholders
- ensuring appropriate licences for third-party platforms and tools
- maintaining ownership of infrastructure, security and data governance
- ensuring compliance with internal policies, procurement rules and regulatory requirements

Delays caused by Buyer dependencies may impact delivery timelines.

6. Change control

Any change to scope, timelines, number of AI agents configured per cycle, or Deliverables must be agreed in writing through a formal change control process and may result in additional charges.

7. Service levels and support

Service levels, response times and support arrangements are defined in the applicable Statement of Work and aligned to issue criticality.

Unless otherwise agreed:



- support is provided during UK business hours
- services are delivered remotely, with on-site support by agreement
- post-cycle hypercare or support is time-limited

8. Intellectual property

The Buyer shall own all Deliverables created specifically for the Buyer upon full payment.

The Supplier retains ownership of:

- background intellectual property
- tools, templates, methodologies and know-how
- pre-existing or generic components

The Buyer is granted a perpetual, royalty-free licence to use Deliverables for internal purposes.

9. Data protection

Each party shall comply with applicable data protection legislation, including UK GDPR.

The Supplier acts as a data processor only where required and processes personal data solely on documented Buyer instructions.

No personal data is retained following completion of the Services unless required by law.

10. Security

The Supplier applies appropriate technical and organisational measures aligned with public sector cloud security principles.

Security responsibility for platforms, infrastructure, access controls and live environments remains with the Buyer unless otherwise agreed in writing.

11. Confidentiality

Each party shall keep confidential all information marked or reasonably understood as confidential and shall use it solely for the purposes of performing the Services.

12. Liability



The Supplier's total aggregate liability under any Call-Off Contract shall be limited to the total fees paid under that Call-Off Contract.

The Supplier shall not be liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, or loss arising from Buyer systems or third-party platforms.

Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

The Supplier maintains appropriate levels of public liability and professional indemnity insurance commensurate with the Services provided. Evidence can be provided on request.

13. Termination

13.1 Termination for convenience

The Buyer may terminate a Call-Off Contract for convenience by providing not less than thirty (30) days' written notice.

13.2 Termination for cause

Either party may terminate immediately if the other:

- commits a material breach not remedied within thirty (30) days of notice; or
- becomes insolvent or unable to pay its debts.

13.3 Consequences of termination

Upon termination, the Buyer shall:

- a) pay for Services properly performed up to termination; and
- b) pay any committed and non-recoverable costs reasonably incurred.

13.4 Early termination charges (termination for convenience only)

Where the Buyer terminates for convenience before completion of an agreed delivery cycle, the Buyer shall pay an early termination charge equal to 50% of the remaining unpaid fees, reflecting reserved delivery capacity and non-recoverable costs.

This charge does not apply where termination arises from the Supplier's material breach.

13.5 Assistance on termination



The Supplier shall provide reasonable assistance to support orderly exit and transition, as agreed in the Statement of Work.

14. Exit and handover

On request, the Supplier shall provide reasonable exit or transition assistance as defined in the Statement of Work.

The Supplier does not retain Buyer data following exit.

15. Subcontracting

The Supplier may use suitably qualified subcontractors.

The Supplier remains responsible for subcontractor performance.

16. Governing law

These Terms and Conditions are governed by the laws of England and Wales.

