



Terms and Conditions

G-Cloud 14

Invuse Limited

2024

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Terms and Conditions

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Terms and Conditions

Terms and conditions associated with this service are outlined below in accordance to those outlined in the G-Cloud 14 Call-Off Contract. For any term or condition that is not documented below you should refer to those of the G-Cloud 14 Call-Off Contract.

1. Background

- 1.1. Our mission at Invuse is to connect the dots between your users' needs and your organisation's objectives. By giving users and stakeholders a voice, we enable you to deliver quality, inclusive digital experiences designed with people at the core.

Using an innovative approach to user research, accessibility and content, we help central government departments, NHS organisations and local authorities to transform digital communication platforms and strategies to create accessible digital products to meet the organisation's and users' needs. In short, we help you to be the voice of your end user.

We are extremely proud of our culture and working environment and commitment to offering equal opportunities to all. We aim to continue to challenge, innovate and transform ourselves, our people and to develop new and better services.

2. Provision of Services

- 2.1. With effect from the commencement date, Invuse shall, throughout the Terms of the Agreement, provide the services to the Customer.
- 2.2. Invuse shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

3. Quotations and Estimates

- 3.1. Quotations are based upon review of the project requirements, success criterias, the roles required to complete the project, and the effort and SFIA day rate published on G-Cloud
- 3.2. All rates quoted are subject to change without notice unless otherwise stated within the quotation supplied, but will be governed by the overall

G-Cloud guidelines.

- 3.3. Forms of communications will be defined and outlined as part of the project initiation process, and a communications plan will be created and shared with customers for use throughout the project.
- 3.4. Clients can contact Invuse directly or via email to order services, update existing services or to find out about new services. Client services can be contacted via enquiries@invuse.com

4. Invoicing

- 4.1. Payment can be accepted through BACS, and direct debit. Future services will enable payment options through merchant payment systems.
- 4.2. Payment due within 30 days of receipt of invoice. If there have been user or site service credits in that month, these will be automatically applied in arrears the month following the service credit adjustment.
- 4.3. The finance team at Invuse will be introduced to the relevant team(s) from the customer to define invoice processes and details required for a smooth invoicing process.

5. Termination

- 5.1. Invuse may terminate an agreement with a customer with immediate effect in the event that the other party becomes bankrupt or insolvent.
- 5.2. Customers have a termination notice period of 1 calendar month to inform Invuse before the service and contract is concluded.

6. Confidentiality

- 6.1. Each Party agrees to the following terms of the Agreement and it shall, at all times during the continuance of the Agreement and for 12 months after its termination:
 - 6.1.1. keep confidential all Confidential Information;
 - 6.1.2. not disclose any Confidential Information to any other party;

- 6.1.3. not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
- 6.1.4. not make any copies of, record in any way or part with possession of any Confidential Information;
- 6.1.5. disclose any Confidential Information without prior written, explicit consent from the data controller to ;
 - 6.1.5.1. any subcontractor or supplier of that Party;
 - 6.1.5.2. any governmental or other authority or regulatory body; or
 - 6.1.5.3. any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

7. Intellectual Property and Assets

- 7.1. All Intellectual property / Software / Domains purchased or developed during the process specifically for a piece of work which Invuse is appointed to complete will be the property of the customer upon payment to Invuse of any outstanding monies unless specifically agreed otherwise in advance of the work being undertaken.
- 7.2. In the event of non-payment by the customer or cancellation of the project/service for whatsoever reason, Invuse will retain all ownership and rights.
- 7.3. Software, systems and intellectual property that is already owned by either party will remain in its sole ownership and use of any/all of these will not in any way affect current ownership.

8. Liability, Indemnity and Insurance

- 8.1. Invuse shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.
- 8.2. In the event that Invuse fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Customer.
- 8.3. Total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the maximum value of the

contract or the maximum value of our Indemnity Insurance, whichever may be lower.

- 8.4. Invuse shall not be liable for any loss or damage suffered by the Customer that results from the Customer's failure to follow any instructions given by Invuse.
- 8.5. Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude Invuse's liability for death or personal injury.
- 8.6. Subject to sub-Clause 9.2 of the Agreement Invuse shall indemnify the Customer against any costs, liabilities, damages, loss, claims or proceedings arising out of Invuse's provision of the Services or any breach of the Agreement.
- 8.7. The Customer shall indemnify Invuse against any costs, liabilities, damages, losses, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by Invuse) caused by the Customer or its agents or employees.
- 8.8. Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

9. Communications

- 9.1. On site visits are at the discretion of Invuse except for agreed meetings, dates for these meetings to be agreed at the beginning of the engagement.
- 9.2. On site visits may incur travel & subsistence expenses, receipts can be provided upon request for all expenses and charges.
- 9.3. Invuse working hours are 0800 – 1800 UK, Monday to Friday, excluding Public/Bank Holidays. However we will be around 24/7 to support with critical needs.
 - 9.3.1. All other times except Sundays and Public/Bank Holidays are charged at 2 times standard Invuse SFIA rates. Sundays and Public/Bank Holidays are charged at 3 times standard Invuse SFIA rates.
- 9.4. All prices provided are exclusive of VAT.

- 9.5. Travel time will be charged at standard Invuse SFIA rates unless agreed otherwise in advance.

10. Statutory Obligations and Regulations

- 10.1. Freedom of Information - Invuse acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000, The Protection of Freedom Act 2012 and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 10.2. Invuse shall:
 - 10.2.1. transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within three (3) Working Days of receiving a Request for Information;
 - 10.2.2. provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 10.2.3. provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 10.3. The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Invuse's Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 10.4. In no event shall Invuse respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 10.5. The Supplier acknowledges that the Customer may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning Invuse or the G-Cloud Services:
 - 10.5.1. in certain circumstances without consulting the Invuse; or

- 10.5.2. following consultation with Invuse and having taken its views into account;
- 10.5.3. provided that where Clause 2.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give Invuse advanced notice, or failing that, to draw the disclosure to the Invuse's attention after any such disclosure.
- 10.5.4. Invuse acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this clause.

11. Registered Office

- 11.1. Registered Office: First Floor, 129 High Street, Guildford, Surrey, GU1 3AA
- 11.2. Invuse Limited is a private limited company registered in England and Wales.
- 11.3. Company Registration: 12292466
- 11.4. VAT number: GB 342 7145 14
- 11.5. DUNS number: 225470438
- 11.6. ISO 27001:2013 Certificate number: 14593-ISO-001



Get in touch, we're here to help you start your transformation.



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www.invuse.com