

iBox Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the supply and use of the iBox software-as-a-service (SaaS) platform (the "Service") by IHG Group Ltd trading as iBox Healthcare (the "Supplier") to public sector customers (the "Customer") under the G-Cloud framework.

These Terms are designed to support G-Cloud call-off contracts and must be read alongside any G-Cloud Call-Off Contract, Order Form, Service Definition, Pricing Document, and Service Level Agreement (SLA). In the event of conflict, the following order of precedence applies:

1. G-Cloud Call-Off Contract
 2. Order Form or Statement of Work (if applicable)
 3. SLA
 4. Service Definition
 5. These Terms
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2. The Service

iBox is a cloud-based hospital command centre and operational analytics platform providing real-time visibility of patient flow, capacity, demand, discharge status, and operational risks. The Service is delivered as a multi-tenant SaaS solution and accessed via a secure web-based interface.

The Supplier may make updates, patches, and enhancements to the Service to maintain security, compliance, or performance, provided such changes do not materially degrade core functionality.

3. Service Provision Model

3.1 The Service is provided on a subscription basis for the duration of the G-Cloud call-off period.

3.2 The Service may be deployed in UK-based public cloud environments, NHS-approved secure cloud platforms, or agreed secure on-premises environments, in line with the Service Definition.

3.3 The Supplier does not supply hardware, end-user devices, or local infrastructure as part of the Service.

4. Access and Acceptable Use

4.1 The Customer is granted a non-exclusive, non-transferable right to access and use the Service for internal business purposes during the contract term.

4.2 Access is restricted to authorised users. The Customer is responsible for managing user access and ensuring compliance with these Terms.

4.3 The Customer must not:

- Attempt to copy, reverse engineer, decompile, or resell the Service
 - Circumvent security or access controls
 - Use the Service in breach of applicable law or NHS policy
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5. Onboarding, Configuration, and Change

5.1 The Supplier will provide onboarding and configuration support as described in the Service Definition.

5.2 Configuration options are limited to those supported by the Service. Customers cannot modify core platform logic, security controls, or governance mechanisms.

5.3 Bespoke development or enhancements are not included unless explicitly agreed as additional services under a separate agreement.

6. Support and Service Levels

6.1 Support services, response times, and resolution targets are provided in accordance with the agreed SLA.

6.2 The Supplier is not responsible for issues caused by customer-managed infrastructure, third-party systems, or unsupported configurations.

7. Charges and Payment

7.1 Charges are as set out in the G-Cloud Pricing Document and applicable Order Form.

7.2 Charges are exclusive of VAT.

7.3 Payment terms are governed by the G-Cloud Call-Off Contract.

8. Data Protection and Information Governance

8.1 Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

8.2 The Supplier acts as a data processor unless otherwise stated in the Call-Off Contract.

8.3 Data will be hosted and processed in the UK unless otherwise agreed in writing.

9. Security

The Supplier shall implement appropriate technical and organisational measures to protect customer data, including encryption, access controls, monitoring, and regular security testing, in line with NHS information governance expectations.

10. Availability and Resilience

The Service is designed for high availability and resilience. Planned maintenance will be notified in advance where possible. The Supplier does not guarantee uninterrupted availability.

11. Suspension and Termination

11.1 Termination rights are governed by the G-Cloud Call-Off Contract.

11.2 The Supplier may suspend access where required to protect security, comply with law, or address material breach, including non-payment.

12. Exit Management and Data Access

12.1 Upon expiry or termination, the Customer may request export of its data in a commonly used, machine-readable format.

12.2 Data retention and deletion are managed in accordance with the Call-Off Contract, Service Definition, and applicable information governance requirements.

13. Intellectual Property

13.1 All intellectual property rights in the Service remain with the Supplier or its licensors.

13.2 No rights are transferred to the Customer other than the right to use the Service during the contract term.

14. Liability

14.1 Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

14.2 Liability caps and exclusions are governed by the G-Cloud Call-Off Contract.

15. Confidentiality and FOIA

15.1 Each party shall treat confidential information in accordance with the Call-Off Contract.

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

16. Force Majeure

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

17. General

- Nothing in these Terms creates a partnership or agency
 - Assignment and subcontracting are subject to G-Cloud terms
 - These Terms are governed by English law
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18. Contact

Service support and operational contacts are provided in the SLA or Service Definition.