

OFFICELABS HSE SOFTWARE SERVICES

Terms and Conditions

G-Cloud 15

Last updated: January 2026

These Terms and Conditions apply to all Health, Safety and Environmental (HSE) software services supplied by OfficeLabs Ltd via the Digital Marketplace.

1. Parties

This Agreement is made between:

Supplier: OfficeLabs Ltd, Queensgate House, 48 Queen Street, Exeter, Devon, EX4 3SR, United Kingdom.

Buyer: The contracting public sector body purchasing the service via the Digital Marketplace.

2. Service Description

The service is a cloud-based software service (SaaS) that supports health, safety, and environmental management activities, including incident reporting, assessments, audits, and compliance tracking, as described in the applicable G-Cloud service listing.

The service supports organisational processes but does not replace statutory duties or professional judgement.

3. Licence and Use

OfficeLabs grants the Buyer a non-exclusive, non-transferable, non-sublicensable licence to access and use the service for its internal business purposes during the contract term. The service is licensed, not sold.

The Buyer must not:

- (a) reverse engineer or attempt to derive source code from the software;
- (b) resell, sublicense, or provide the service to third parties;
- (c) use the service outside the agreed scope or volumes.

4. Service Availability and Resilience

The service is provided on an "as provided" basis. No guaranteed uptime percentage or service credits are included unless explicitly stated in the service listing or Order Form.

Availability depends on the underlying cloud hosting platform and internet connectivity. Incidents are managed through the support process.

5. Support

Standard support is provided as described in the service listing and includes incident logging, investigation, and software fault resolution during UK business hours (Monday to Friday, excluding public holidays).

Enhanced support or bespoke service levels may be agreed separately under a Cloud Support engagement.

6. Data Protection

OfficeLabs acts as a data processor. The Buyer acts as the data controller. Personal data is processed in accordance with UK GDPR and the Data Protection Act 2018.

Data is hosted and processed in the United Kingdom unless otherwise agreed in writing.

7. Security

OfficeLabs operates an ISO/IEC 27001-aligned information security management framework.

Security controls include encrypted data in transit, role-based access control, staff screening, and incident and vulnerability management processes.

8. Confidentiality

Each party shall keep confidential any information disclosed that is marked or reasonably understood to be confidential, except where disclosure is required by law (including under the Freedom of Information Act 2000).

9. Intellectual Property

All intellectual property rights in the software remain the property of OfficeLabs Ltd.

The Buyer retains ownership of all data it inputs into the service. No ownership rights are transferred under this Agreement.

10. Warranties and Disclaimers

The service is provided "as is".

The service supports compliance activities but does not guarantee regulatory compliance or legal outcomes. The Buyer remains responsible for meeting its statutory obligations.

11. Limitation of Liability

Nothing in this Agreement limits liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any liability that cannot be excluded by law.

Subject to the above, OfficeLabs' total liability arising under this Agreement is limited to the fees paid by the Buyer in the 12 months preceding the claim.

Neither party is liable for indirect or consequential losses.

12. Term and Termination

The contract term is as stated in the G-Cloud Order.

Either party may terminate for material breach not remedied within 30 days of written notice, or immediately on the other party's insolvency.

13. Exit and Data Return

The Buyer is responsible for exporting its data before termination. Access to the service is withdrawn at contract end.

Optional exit support may be agreed separately under a Cloud Support engagement.

14. Governing Law

This Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

15. Precedence

In the event of conflict, the following order of precedence applies:

- (1) G-Cloud Order Form
- (2) G-Cloud Service Description
- (3) These Terms and Conditions

— *End of Terms* —

OfficeLabs Ltd