
Phonehub IO Ltd

Phonehub Audio and Video Analysis

G-Cloud 15 Terms and Conditions

Supplier

Phonehub IO Ltd

Registered Office

1-2 The Old Church, St. Matthews Road,
Norwich, England, NR1 1SP

Registered in England and Wales.

Company Number

9568821

Framework

G-Cloud 15

Last Updated

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Crown
Commercial
Service
Supplier



1. Agreement Overview

1.1 This Agreement ("Terms and Conditions") is between Phonehub IO Ltd, with its principal place of business at 1-2 The Old Church, St. Matthews Road, Norwich NR1 1SP the ("Service Provider"), and the Purchasing Entity the ("Customer")

1.2 This Agreement governs the provision of the "Phonehub Audio and Video Analysis" ("Service") to manage communications for prisoners and their families through a call-off contract under the G-Cloud 15 framework ("Framework Agreement").

1.3 Additional service details, including the service definition document and pricing document, are accessible via the Digital Marketplace. This Agreement references and incorporates these documents as part of the contract.

2. Service Description

2.1 The Service Provider agrees to provide the "Phonehub Audio and Video Analysis" service as outlined in the call-off contract and in accordance with the service definition document.

2.2 The Service complements other services provided by Phonehub IO Ltd such as the Phonehub Audio and Video Analysis service.

2.3 The Service Provider may make commercially reasonable modifications to the service, provided these changes do not materially degrade the service quality. The Service Provider must inform the Customer in advance of any such changes.

3. Confidential Information

3.1 Both parties agree to maintain the confidentiality of any information disclosed during the provision of the service that is designated as confidential or would reasonably be considered confidential.

3.2 Confidential Information shall not be disclosed to any third party without written consent, except as required by law or regulation.

4. Intellectual Property Rights and Use of the Service

4.1 This Agreement does not transfer or grant either party any rights, whether implied or otherwise, to the other party's intellectual property, proprietary information, or content, except as expressly set out in this Agreement.

4.2 All intellectual property rights in and to the Service, including any enhancements, modifications, updates, or improvements, shall remain vested in the Service Provider or its licensors.

4.3 Subject to the terms of this Agreement, the Customer is granted a non-exclusive, non-transferable licence to access and use the Service solely for its internal business purposes.

4.4 Unless expressly permitted in writing by the Service Provider, the Customer shall not:

- a) copy, modify, adapt, translate, or create derivative works of the Service;
- b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Service;
- c) make the Service or any part of it available to third parties;
- d) copy, frame, or mirror any part of the Service other than for its own internal use.

5. Billing and Payment

5.1 The pricing document accessible on the Digital Marketplace defines all costs associated with the service. The Service Provider does not charge for installation.

5.2 The pricing document published here, together with these Terms and Conditions, defines the pricing only in respect to contracts made under G-Cloud 15 through the Digital Marketplace.

5.3 The Service Provider will invoice the Customer on a monthly basis. Payment terms will be outlined in the call-off contract.

6. Free Trial Clause

6.1 Eligibility for Free Trial: The 90-day free trial is available to new customers only, defined as a prison that has not previously used our service, and where the operating company or department has not used our service in any of its facilities. The free trial is available to prisons where the operating company (e.g., a private prison operator) or department has not previously engaged with our service.

6.2 Trial Period and Limitations: The free trial period lasts for 90 consecutive days, starting from the date of the first call by the new customer. Integration work during the trial is limited to authentication APIs only.

6.3 Authorization and Approval: The free trial must be authorized by an individual or board with the authority to enter into purchasing contracts on behalf of the customer. Eligibility decisions for the free trial are at the discretion of the Service Provider, but will not be unreasonably withheld.

6.4 Transition to Full Service: If the customer decides to continue using the service after the trial period, a new contract and pricing plan will be negotiated. Continued use of the service is subject to terms and conditions agreed upon in the new contract.

6.5 Termination of Free Trial: The free trial may be terminated if the customer violates the acceptable use policy or other terms of this Agreement.

7. GDPR and Data Protection Impact Assessment

7.1 Both parties agree to comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

7.2 A Data Protection Impact Assessment (DPIA) will be conducted for the service provided under this Agreement to ensure compliance with data protection requirements.

7.3 The data controllers for the service are to be defined in the call-off contract. The roles and responsibilities regarding data processing, security measures, and data subject rights will be outlined in the DPIA and other relevant documents.

7.4 The Service Provider will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data processed in providing the service.

8. Termination

8.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with Clause 10 of the Call-Off Contract, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").

8.2 If the Customer does not enter into a Call-Off Contract after the free trial period, the Agreement will terminate at the end of the free trial period.

8.2 Either party may terminate this Agreement if the other party materially breaches any term of this Agreement, provided that the breaching party fails to remedy the breach within 15 days of receiving written notice of the breach.

9. Governing Law and Jurisdiction

9.1 This Agreement is governed by and construed in accordance with the laws of England and Wales.

9.2 The courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

10. Dispute Resolution

10.1 In case of a dispute, the parties agree to negotiate in good faith to resolve the issue.

10.2 If negotiation fails, the parties agree to submit the dispute to mediation or arbitration in accordance with the rules of the Chartered Institute of Arbitrators.

11. Service Level Agreements (SLAs)

11.1 The Service Provider guarantees the service will be available at least 99.9% of the time. The specific service level agreement details will be defined in the call-off contract.

11.2 Maintenance schedules will be communicated to the Customer in advance, with downtime minimized during peak usage times.

12. Customer Responsibilities

12.1 The Customer must provide the necessary access and permissions for the Service Provider to deliver the service as agreed.

12.2 The Customer is responsible for maintaining any required security measures to ensure the safe use of the service.

13. Liability and Indemnification

13.1 The Service Provider's liability is limited to the fees paid by the Customer for the service. The Service Provider is not liable for consequential or indirect damages.

13.2 Each party agrees to indemnify the other for any claims arising from the breach of this Agreement or applicable laws and regulations.

14. Compliance with Laws and Regulations

14.1 Both parties agree to comply with all applicable laws, regulations, and industry standards in providing and using the service.

15. Miscellaneous

15.1 This Agreement constitutes the entire understanding between the parties regarding the provision of the "Phonehub Audio and Video Analysis " through the call-off contract under the G-Cloud 15 framework.

15.2 Amendments to this Agreement must be in writing and signed by both parties.

15.3 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.