

DutyBooker

Terms and Conditions

Software as a Service Agreement

G-Cloud Framework

Version 1.0

Digital Web Media Ltd

Barn Owl Cottage, Chapel Hill, Ponsanooth, Cornwall, TR3 7ET

Company Number: 8649718

Contents

1. Definitions and Interpretation
2. Service Description
3. Contract Formation and Duration
4. Customer Obligations
5. Service Levels and Availability
6. Support Services
7. Data Protection and Security
8. Intellectual Property
9. Fees and Payment
10. Confidentiality
11. Limitation of Liability
12. Indemnification
13. Suspension and Termination
14. Effects of Termination
15. Force Majeure
16. General Provisions
17. Governing Law and Jurisdiction

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following definitions apply:

"Agreement" means these Terms and Conditions together with any Order Form and schedules;

"Authorised Users" means the employees, agents, and contractors of the Customer who are authorised to use the Service;

"Business Day" means any day other than a Saturday, Sunday, or public holiday in England;

"Confidential Information" means any information disclosed by one party to the other that is marked as confidential or should reasonably be understood to be confidential;

"Customer" means the organisation entering into this Agreement to use the Service;

"Customer Data" means all data, information, and materials uploaded, stored, or processed through the Service by or on behalf of the Customer, including volunteer records, duty histories, expense claims, welfare data, and audit trails;

"Documentation" means the user guides, online help, and other documentation provided by the Supplier relating to the Service;

"Effective Date" means the date on which the Agreement comes into force as specified in the Order Form;

"Fees" means the fees payable by the Customer for the Service as set out in the Order Form;

"Initial Term" means the initial period of the Agreement as specified in the Order Form, being a minimum of 12 months;

"Intellectual Property Rights" means patents, trademarks, service marks, copyright, database rights, design rights, know-how, trade secrets, and all other intellectual property rights;

"Order Form" means the document setting out the specific services, fees, and terms agreed between the parties;

"Renewal Term" means each successive 12-month period following the Initial Term;

"Service" means the DutyBooker volunteer management, duty scheduling, welfare monitoring, and expense management software as a service solution;

"Service Level Agreement or SLA" means the service levels set out in Section 5 of these Terms and Conditions;

"Supplier" means Digital Web Media Ltd, a company registered in England and Wales with company number 8649718, whose registered office is at Barn Owl Cottage, Chapel Hill, Ponsanooth, Cornwall, TR3 7ET, United Kingdom, trading as DutyBooker;

"Term" means the Initial Term together with any Renewal Terms;

"Volunteer" means any individual whose duties, hours, availability, or welfare is managed through the Service, regardless of the terminology used by the Customer to describe such individuals.

1.2 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) a reference to a statute or statutory provision includes any subordinate legislation made under it;
- (c) headings are for convenience only and shall not affect interpretation.

2. Service Description

2.1 The Service comprises:

- (a) a mobile application for iOS and Android devices enabling Authorised Users to view duty schedules, manage availability, book duties, log hours, submit expense claims, complete welfare check-ins, and receive notifications;
- (b) a web-based administration dashboard for configuration, terminology customisation, user management, duty scheduling, welfare monitoring, compliance reporting, and analytics;
- (c) AI-powered welfare monitoring and burnout prediction features;
- (d) RESTful API for integration with HR, resourcing, and finance systems;
- (e) hosting infrastructure, data storage, and system maintenance;
- (f) standard support services as described in Section 6;
- (g) access to Documentation and online training materials.

2.2 The Supplier shall provide the Service substantially in accordance with the Documentation and shall use commercially reasonable endeavours to ensure the Service is available in accordance with the SLA.

2.3 The Supplier may update or modify the Service from time to time, provided that such modifications do not materially reduce the functionality of the Service.

2.4 The Customer may customise the Service terminology, workflows, duty types, approval hierarchies, and branding through the administration dashboard in accordance with the Documentation.

3. Contract Formation and Duration

3.1 The Agreement shall come into force on the Effective Date and shall continue for the Initial Term unless terminated earlier in accordance with Section 13.

3.2 The minimum Initial Term is 12 months from the Effective Date.

3.3 At the end of the Initial Term, the Agreement shall automatically renew for successive Renewal Terms of 12 months unless either party gives written notice of termination at least 1 month before the end of the then-current term.

3.4 Any notice of termination must be provided in writing to the other party's designated contact.

4. Customer Obligations

4.1 The Customer shall:

- (a) ensure that the number of Authorised Users and Volunteers does not exceed the number specified in the Order Form;
- (b) ensure that each Authorised User keeps their login credentials secure and does not share access with any other person;
- (c) use the Service only for lawful purposes and in accordance with this Agreement and all applicable laws and regulations;
- (d) be responsible for the accuracy, quality, and legality of Customer Data;
- (e) comply with all reasonable instructions issued by the Supplier regarding use of the Service;
- (f) obtain and maintain all necessary licences, consents, and permissions required for the Supplier to perform its obligations under this Agreement;
- (g) ensure appropriate consent is obtained from Volunteers for the collection and processing of welfare and personal data through the Service.

4.2 The Customer shall not:

- (a) access, store, distribute, or transmit any malicious code, viruses, or harmful data through the Service;
- (b) attempt to gain unauthorised access to the Service or its related systems;
- (c) copy, modify, duplicate, create derivative works from, or distribute the Service or any part thereof;
- (d) resell, sublicense, or make the Service available to any third party other than Authorised Users;
- (e) use the Service in any way that could damage, disable, or impair the Service or interfere with any other party's use of the Service.

5. Service Levels and Availability

5.1 The Supplier shall use commercially reasonable endeavours to ensure the Service is available 99.9% of the time in any calendar month, excluding scheduled maintenance.

5.2 Availability is measured as the percentage of total minutes in a calendar month during which the core Service functionality is accessible to authenticated users.

5.3 Scheduled maintenance shall be performed during low-usage periods where reasonably practicable, with a minimum of 48 hours' advance notice to the Customer.

5.4 Service Credits:

(a) If availability falls below 99.9% but is at or above 99.0%, the Customer shall be entitled to a service credit of 10% of the monthly Fees;

(b) If availability falls below 99.0% but is at or above 95.0%, the Customer shall be entitled to a service credit of 25% of the monthly Fees;

(c) If availability falls below 95.0%, the Customer shall be entitled to a service credit of 50% of the monthly Fees.

5.5 Service credits must be claimed in writing within 30 days of the end of the affected month. Service credits are capped at 50% of the monthly Fees and shall be applied to future invoices.

5.6 Service credits shall not apply where unavailability results from:

(a) scheduled maintenance notified in accordance with this Agreement;

(b) factors outside the Supplier's reasonable control, including force majeure events;

(c) Customer equipment, software, or connectivity issues;

(d) actions or omissions of the Customer or its Authorised Users.

6. Support Services

6.1 Standard Support (Included)

The following support services are included at no additional cost:

- (a) email and web-based support available seven days a week, including bank holidays;
- (b) response to all enquiries within 12 hours;
- (c) access to online knowledge base, user documentation, and video tutorials;
- (d) notification of service outages and scheduled maintenance via email.

6.2 Enhanced Support (Additional Cost)

Enhanced support is available at an additional cost of 15% of the annual subscription value and includes:

- (a) telephone support during UK business hours (Monday to Friday, 9am to 5pm);
- (b) priority handling for critical issues affecting service availability;
- (c) onboarding assistance for new administrators;
- (d) configuration guidance during initial setup including terminology customisation and workflow configuration.

6.3 The Supplier shall notify the Customer of any service outages via email to designated administrators as soon as reasonably practicable after becoming aware of the outage.

7. Data Protection and Security

7.1 Data Protection

- (a) Both parties shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018.
- (b) To the extent that the Supplier processes personal data on behalf of the Customer, the Supplier shall act only on the Customer's documented instructions and shall implement appropriate technical and organisational measures to protect such data.
- (c) The Supplier shall not transfer Customer Data outside the United Kingdom without the Customer's prior written consent.

7.2 Security Measures

The Supplier shall implement and maintain appropriate security measures including:

- (a) encryption of data in transit using TLS 1.2 or higher;
- (b) encryption of data at rest;
- (c) multi-factor authentication for administrative access;
- (d) regular vulnerability assessments and annual penetration testing by a CREST-approved provider;
- (e) documented incident response procedures.

7.3 Certifications

The Supplier holds Cyber Essentials certification. The Service is hosted on Amazon Web Services infrastructure, which maintains certifications including SOC 1/2/3 (SSAE-18), ISO 27001, ISO 27017, and ISO 27018.

7.4 Data Location

All Customer Data is stored and processed within the United Kingdom on AWS infrastructure.

7.5 Backup and Recovery

The Supplier shall:

- (a) perform automated backups every 4 hours;
- (b) retain daily backups for 30 days;
- (c) retain weekly backups for 12 months;
- (d) maintain a Recovery Time Objective (RTO) of 4 hours;
- (e) maintain a Recovery Point Objective (RPO) of 4 hours.

7.6 Welfare Data

The Supplier acknowledges that welfare and wellbeing data collected through the Service may be particularly sensitive. Such data shall be subject to additional access controls as configured by the Customer, and the Supplier shall ensure that welfare data is only accessible to Authorised Users with appropriate permissions.

8. Intellectual Property

8.1 All Intellectual Property Rights in the Service, Documentation, and any modifications or enhancements thereto shall remain the property of the Supplier.

8.2 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Service during the Term solely for the Customer's internal business purposes in accordance with this Agreement.

8.3 All Intellectual Property Rights in Customer Data shall remain the property of the Customer. The Customer grants the Supplier a licence to use Customer Data solely to the extent necessary to provide the Service.

8.4 The Customer shall not remove, alter, or obscure any proprietary notices on the Service or Documentation.

8.5 Any custom terminology, workflow configurations, or branding applied by the Customer through the Service shall remain the property of the Customer.

9. Fees and Payment

9.1 The Customer shall pay the Fees as set out in the Order Form.

9.2 Unless otherwise specified in the Order Form, Fees are payable annually in advance.

9.3 All Fees are exclusive of VAT, which shall be payable by the Customer at the prevailing rate.

9.4 The Supplier shall invoice the Customer for the Fees, and payment shall be due within 30 days of the date of invoice.

9.5 If the Customer fails to pay any amount due under this Agreement by the due date, the Supplier may charge interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time.

9.6 The Supplier may increase the Fees at the start of each Renewal Term by giving the Customer not less than 60 days' written notice.

9.7 If the number of Volunteers or Authorised Users exceeds the number specified in the Order Form, the Customer shall pay additional Fees at the rates specified in the Order Form or as otherwise agreed in writing.

10. Confidentiality

10.1 Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information to any third party without the prior written consent of the disclosing party.

10.2 The obligations of confidentiality shall not apply to information that:

- (a) is or becomes publicly available through no fault of the receiving party;
- (b) was lawfully in the receiving party's possession before disclosure;
- (c) is lawfully obtained from a third party without restriction on disclosure;
- (d) is required to be disclosed by law or regulatory authority.

10.3 The obligations of confidentiality shall survive termination of this Agreement for a period of 5 years.

11. Limitation of Liability

11.1 Nothing in this Agreement shall limit or exclude either party's liability for:

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

11.2 Subject to Section 11.1, the Supplier shall not be liable for:

- (a) any indirect, special, or consequential loss or damage;
- (b) loss of profits, revenue, business, or anticipated savings;
- (c) loss of data (except to the extent caused by the Supplier's failure to comply with its backup obligations);
- (d) loss of goodwill or reputation.

11.3 Subject to Sections 11.1 and 11.2, the Supplier's total aggregate liability under or in connection with this Agreement shall not exceed the total Fees paid by the Customer in the 12-month period immediately preceding the event giving rise to the claim.

11.4 The Customer acknowledges that the Fees reflect the allocation of risk set out in this Agreement and that the Supplier would not enter into this Agreement without the limitations set out in this Section.

11.5 The Supplier does not warrant that the welfare monitoring or burnout prediction features will identify all welfare concerns or prevent any adverse outcomes. Such features are provided as decision-support tools and do not replace professional judgement or duty of care obligations.

12. Indemnification

12.1 The Supplier shall indemnify the Customer against any losses, damages, costs, and expenses arising from any claim that the Customer's use of the Service in accordance with this Agreement infringes any third party's Intellectual Property Rights.

12.2 The Customer shall indemnify the Supplier against any losses, damages, costs, and expenses arising from:

(a) any claim relating to Customer Data or the Customer's use of the Service in breach of this Agreement;

(b) any claim by a third party arising from the Customer's breach of Section 4.

12.3 The indemnified party shall promptly notify the indemnifying party of any claim and shall provide reasonable assistance in defending the claim.

13. Suspension and Termination

13.1 Termination for Convenience

Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by giving at least 1 month's written notice to the other party.

13.2 Termination for Breach

Either party may terminate this Agreement immediately by written notice if the other party:

- (a) commits a material breach of this Agreement and fails to remedy such breach within 30 days of receiving written notice requiring it to do so;
- (b) becomes insolvent, enters administration, liquidation, or makes any arrangement with creditors.

13.3 Suspension

The Supplier may suspend the Customer's access to the Service immediately if:

- (a) the Customer fails to pay any Fees due within 14 days of the due date;
- (b) the Customer's use of the Service poses a security risk or may adversely affect other customers;
- (c) the Supplier is required to do so by law or regulatory authority.

13.4 The Supplier shall give the Customer reasonable notice before any suspension, except where immediate suspension is necessary to prevent harm.

14. Effects of Termination

14.1 Upon termination or expiry of this Agreement:

- (a) the Customer's right to access and use the Service shall cease immediately;
- (b) each party shall return or destroy all Confidential Information of the other party;
- (c) the Customer shall pay all outstanding Fees due up to and including the date of termination.

14.2 Data Export

- (a) The Customer may export Customer Data at any time during the Term through the Service's built-in export functionality.
- (b) During the notice period prior to termination, the Supplier shall provide reasonable assistance to enable the Customer to export Customer Data.
- (c) Customer Data shall be available for export in CSV, Excel, JSON, and PDF formats.
- (d) Customers with API access may programmatically extract all data during the notice period.

14.3 Data Retention and Deletion

- (a) Following termination, the Supplier shall retain Customer Data for 60 days to allow the Customer to complete any final data export.
- (b) After the 60-day retention period, the Supplier shall permanently delete all Customer Data from its systems.
- (c) The Supplier shall provide written confirmation of data deletion upon the Customer's request.

14.4 Termination shall not affect any rights, remedies, obligations, or liabilities that have accrued prior to termination.

14.5 Sections 7, 8, 10, 11, 12, and 14 shall survive termination of this Agreement.

15. Force Majeure

15.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from a Force Majeure Event.

15.2 A "Force Majeure Event" means any event beyond the reasonable control of the affected party, including acts of God, natural disasters, war, terrorism, riots, government actions, pandemics, power failures, and telecommunications failures.

15.3 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and its expected duration.

15.4 If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement by giving 30 days' written notice.

16. General Provisions

16.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations relating to its subject matter.

16.2 Amendments

No amendment to this Agreement shall be effective unless made in writing and signed by both parties.

16.3 Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right.

16.4 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

16.5 Assignment

The Customer shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign this Agreement to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

16.6 Third Party Rights

This Agreement does not confer any rights on any person or party other than the parties to this Agreement.

16.7 Notices

Any notice required under this Agreement shall be in writing and shall be delivered by email or first-class post to the addresses specified in the Order Form.

16.8 Publicity

Neither party shall use the other party's name, logo, or trademarks in any publicity or marketing materials without the prior written consent of the other party.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

17.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of any disputes arising out of or in connection with this Agreement.

17.3 Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief in any court of competent jurisdiction.

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