Alchera Data Technologies Ltd: G-Cloud 15 Alchera Journey Times Terms and Conditions of Business version 1.2 (Jan 2026)

1. 1 Definitions

1.1 In these terms and conditions, the following expressions have the following meanings unless the context otherwise requires:

"**Business Day**" means any day (other than Saturday) on which clearing banks are open for normal banking business in the City of London;

"**Confidential Information**" means, any and all information that is proprietary or confidential in nature and is labelled as such or relates to details of the Supplier and/or Platform and is not readily available in the public domain;

"**Contract**" means these terms and conditions the Order Form(s);

"**Buyer**" means the person or organisation set out on the Order Form;

"**Buyer Data**" means the data inputted by the Buyer, Users, or the Supplier on the Buyer's behalf for the purpose of using the Platform and/or Services or facilitating the Buyer's use of the Platform and/or Services;

"**Fees**" means all fees agreed to be paid by the Buyer to the Supplier as set out on the Order Form or an Additional Services Order Form and/or as set out in an invoice (for Service(s));

"**Hosting Provider**" means Amazon Web Services or any replacement hosting provider notified by the Supplier to the Buyer in writing from time to time;

"**Hosting Provider Terms**" means the terms and conditions set out at https://aws.amazon.com/service-terms/ or such other terms as notified by the Supplier to the Buyer in writing;

"**Initial Term**" means the initial period commencing on the Commencement Date as set out on the Order Form;

"**Intellectual Property Rights**" means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

"**Order Form**" means the formal document that describes the services and software that are procured by the Buyer;

"**Platform**" means the software platform described in the Order Form, including without limitation any Third-Party Software made available under the terms of this Contract;

"**Renewal Term**" has the meaning ascribed to it in clause 4.1;

"**Service(s)**" means the provision of services in connection with providing the Platform and/or the Platform in accordance with this Contract and any Additional Services provided in accordance with clause 3.4;

"**Supplier**" means Alchera Data Technologies Ltd.

"**Term**" means the Initial Term and any Renewal Term;

"**Third Party Software**" means any software in which the Intellectual Property Rights are owned by a third party;

"**User**" means the user(s) set out in the Order Form that are permitted to use the Platform concurrently at any one time; and

"**Virus**" means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or device.

2. Basis of Contract

2.1 These terms and conditions shall govern the agreement between the Buyer and the Supplier to the exclusion of any other terms or conditions. In the event of any ambiguity or conflict between these terms and conditions and the Order Form, the Order Form shall take precedence

2.2 The Supplier reserves the right to refuse to accept orders for Additional Service(s) and/or additional Users and/or to suspend or withhold delivery of additional Service(s) and/or additional Users until the Buyer has submitted an Additional Service Order Form.

2.3 The Buyer shall be solely responsible for the accuracy when placing an order and for giving the Supplier and validating any information necessary for the Supplier to perform its obligations under the Contract.

2.4 If the Buyer terminates this Contract for any reason, the Buyer shall not be entitled to a full or partial refund of Fees.

3. Access to Platform and Additional Services

3.1 The Supplier grants to the Buyer access to the Platform on a non-exclusive, non-transferable and revocable basis during the Term to use the Platform upon the terms and conditions of this Contract and where the Platform is hosted by Buyer or Buyer's third party provider, use of the software forming the Platform shall be restricted to use in object code form for the purpose of processing the Buyer's data for the normal business purposes of the Buyer (which shall not include allowing the use of the Platform by, or for the benefit of, any person other than an employee of the Buyer and Users unless expressly permitted) and shall subject to any other usage terms as set out in the Order Form.

3.2 The access and usage granted in clause 3.1 is restricted to the Users and to the Platform set out in the Contract. Any increase in the number of Users and/or the Service(s) is subject to the Supplier's prior written consent. The Supplier reserves the right to increase the Fees if the Buyer requests an increase in the number of Users or an increase in the Services.

3.3 Fair usage of the Platform will be determined at the Supplier's discretion by reference to the typical usage by an equivalent Buyer. In the event that the Buyer is likely to exceed the fair usage limits the Supplier will notify the Buyer and if the Buyer subsequently exceeds the fair usage limits notified by the Supplier then the Supplier reserves the right to increase the Fees accordingly and the Buyer shall be responsible for paying such additional Fees.

3.4 The Supplier will provide the Additional Services set out on the Order Form and/or Additional Services agreed to be provided by the Supplier under an Additional Services Order Form. If the Supplier agrees to make additional Service(s) available to the Buyer, it shall invoice the Buyer and the Buyer shall pay the Fees for such Additional Services in accordance with the Order Form or the Additional Services Order form as applicable.

4. 4. Term

4.1 This Contract starts on the Effective Date (as set out in the Contract) and will remain in force for the duration agreed within the G-Cloud Contract (unless terminated). It can be extended by an additional twelve (12) month term in accordance with G-Cloud 15 terms subject to the Buyer providing at least 30 days written notice prior to the anniversary of the Commencement Date. This Contract can be terminated at any time in accordance with clause 11.

4.2 The Buyer agrees that it has no right to terminate the Contract prior to expiry of the Initial Term or the Renewal Term other than in accordance with clause 11.

5. Fees

5.1 In consideration of the grant of access described in clause 3.1, the Buyer shall pay to the Supplier the Fees.

5.2 The Buyer agrees to pay all undisputed invoices in accordance with the payment profile set out in the Order Form.

5.3 The Fees and all other payments payable under or in connection with this Contract are exclusive of any VAT and/or other sales tax which, if applicable, shall be payable in addition at the appropriate rate.

5.4 If the Buyer fails to make any payment when due under this Contract, the Supplier may, in addition to any other remedies it may have, charge the Buyer any reasonable administration costs and/or interest (both before and after judgment) on the amount unpaid at the higher of the rate of 4% per annum above the base rate of The Bank of England from time to time.

5.5 Notwithstanding the foregoing, if payment in full is not made to the Supplier when due then the Supplier may withhold or suspend future or current access to the Platform and delivery and/or performance under this Contract.

6. Platform

6.1 The Supplier will issue the Buyer with a login ID and password for at least one User in order for that User to access the Platform. The Buyer is solely responsible and liable for the use of the Software on the Platform and for the security of the login IDs and passwords and must not disclose them and ensure that they are not disclosed to any third party except authorised Users.

6.2 The Buyer must notify the Supplier immediately if the Buyer suspects any breach of confidentiality and/or unauthorised use of the Platform, Platform, Service(s) and/or the Buyer's login ID or password.

6.3 The Supplier shall use its reasonable endeavours to minimise any amount of down-time and any loss or damage resulting from viruses and/or any loss of data used in relation to the Platform.

6.4 The Supplier will use its reasonable endeavours to ensure (i) that the security of all software and hardware involved in and/or necessary for the provision of the Platform and (ii) that all such software or hardware will remain secure in accordance with up to date industry standards for security.

6.5 The Supplier shall use its reasonable endeavours to ensure the security of the Buyer's data and will operate the Supplier's servers behind firewalls.

6.6 The Supplier may, at any time and without notice, remove the Platform from its server and/or bar access to the Platform if the Buyer breaches and/or if the Supplier suspects the Buyer may have breached the terms of this section 6 and/or if the Supplier is authorised to do so by any court or competent law enforcement agency.

6.7 The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform and/or Service(s) and, in the event of any such unauthorised access or use, promptly notify the Supplier.

6.8 The Buyer acknowledges and agrees that the Supplier may be required by a law enforcement, governmental and/or regulatory agency to monitor the content and traffic on the Platform and/or give evidence of the same together with details of user identification and/or use of the password to support or defend any dispute or actionable cause or matter which arises in relation to the same.

6.9 The Buyer undertakes that it will ensure that:

6.9.1 The maximum number of Users that it authorises to use the Platform and/or Service(s) shall not exceed the number of Users set out in the Order Form and/or in the invoice;

6.9.2 It will not allow or suffer any User access to be used by more than one individual User unless it has been reassigned in its entirety to another User, in which case the prior User shall no longer have any right to access the Platform and/or Service(s);

6.9.3 Each User shall keep a secure password of his use of the Platform and/or Service(s) and that password shall be (i) regularly changed [no less than monthly] and (ii) kept confidential;

6.9.4 it shall maintain a written, up to date list of current Users, and where applicable, copies of Platform in use, and provide such list to the Supplier within [5] Business Days of the Supplier's written request at any time or times;

6.9.5 it shall permit the Supplier to audit the Services and Users in order to review whether the Buyer is in compliance with the terms and conditions set out in this Contract. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Buyer's normal conduct of business;

6.9.6 if any of the audits referred to in clause 6.3.5 reveal that any password has been provided to any individual who is not a User, then without prejudice to the Supplier's other rights, the Buyer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual who is not a User; and

6.9.7 if any of the audits referred to in clause 6.3.5 reveal that the Buyer has underpaid fees to the Supplier, then without prejudice to the Supplier's other rights, the Buyer shall pay to the Supplier an amount equal to such underpayment within 10 Business Days of the date of the relevant audit;

6.9.8 it shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
b) facilitates illegal activity;
c) depicts sexually explicit images;
d) promotes unlawful violence;
e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
f) is in a manner that is otherwise illegal or causes damage or injury to any person or property;

6.10 The Supplier reserves the right, without liability or prejudice to its other rights to the Buyer, to disable the Buyer's access to any material that breaches the provisions of this clause. The Buyer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Contract:

6.10.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Service(s) (as applicable) in any form or media or by any means; or

6.10.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform and/or Service(s); or

6.10.3 access all or any part of the Platform and/or Service(s) in order to build a product or service which competes with the Platform and/or Service(s); or

6.10.4 use the Platform and/or Service(s) to provide services to third parties; or

6.10.5 subject to clause 12.8, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform Service(s) available to any third party except the Users, or

6.10.6 attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Service(s), other than as provided under this Contract.

6.11 The rights provided under this clause 6 are granted to the Buyer only and shall not be considered granted to any subsidiary or holding company of the Buyer.

6.12 The Buyer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damage, expenses and costs (including without limitation, reasonable legal fees) arising (i) out of or in connection with the Buyer's use of the Platform and/or the service(s) and (ii) out of any breach by the Buyer of clause 8, provided that:

6.12.1 the Buyer is given prompt notice of any such claim;

6.12.2 the Supplier provides reasonable co-operation to the Buyer in the defence and settlement of such claim, at the Buyer's expense; and

6.12.3 the Buyer if given sole authority to defend or settle the claim.

7. Buyer Data

7.1 All right, title and interest in and to all of the Buyer Data shall be defined within the G-Cloud 15 contract.

7.2 The Buyer is responsible for the legality, reliability, integrity, accuracy and quality of the Buyer Data and is responsible for the provision and backup of pre-ingested source data.

7.3 Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Buyer Data caused by third parties.

7.4 If the Supplier processes any personal data on the Buyer's behalf when performing its obligations under this Contract, the parties record their intention that the Buyer shall be the data controller and the Supplier shall be a data processor and in any such case:

7.4.1 the Buyer shall ensure that the Buyer is entitled to transfer the relevant personal data to the Supplier so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Contract on the Buyer's behalf;

7.4.2 the Buyer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

7.4.3 the Supplier shall process the personal data only in accordance with the terms of this Contract and any lawful instructions reasonably given by the Buyer from time to time; and

7.4.4 each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

8. 8. Confidentiality

8.1 The Buyer shall:

8.1.1 keep confidential the Platform, the Service(s) and all Confidential Information and limit access to the same to those of its employees, agents, sub-licensees and subcontractors who have a need to know and ensure they are using the Platform, Service(s) and Confidential Information in accordance with the terms of this Contract; and

8.1.2 without prejudice to the foregoing, take all such other reasonable steps as shall from time to time be necessary to protect the Confidential Information and Intellectual Property Rights in the Platform and Service(s).

8.2 The Buyer shall inform all relevant employees, agents and sub-contractors that the Software constitutes Confidential Information and that all Intellectual Property Rights in the Software are subject to the provisions of this section 8 and are the Supplier's property. The Buyer shall take all such steps as shall be necessary to ensure compliance by the Buyer's employees, agents and sub-contractors with the provisions of this section 8.

8.3 The obligations of confidentiality in this section 8 shall not extend to any matter which:

8.3.1 is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Contract;

8.3.2 the receiving party can show was in its written records and/or possession prior to the date of disclosure of the same by the disclosing party;

8.3.3 is after the date of this Contract received without any duty of confidentiality from a third party independently entitled to disclose it free from any obligations of confidentiality; and/or

8.3.4 is required by law or a regulatory authority to be disclosed provided that the receiving party gives to the disclosing party as much advance notice of the required disclosure as possible.

8.4 The Buyer shall be responsible for the acts and/or omissions of the Buyer's employees, agents and sub-contractors (whether or not they remain as the Buyer's employees, agents or subcontractors) and any persons and/or organisations to whom the Buyer discloses the Software as if they were the Buyer's own acts and/or omissions. The obligations of this clause 8 shall survive termination of this Contract, howsoever arising.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in the Platform, the Platform and the Service(s) and in any modifications thereto shall be owned by the Supplier and/or its third-party licensor(s). The Buyer hall at the Supplier's request and reasonable cost do any acts and/or execute any and all documents and deeds necessary or desirable to give effect to this provision.

9.2 All Intellectual Property Rights in the Buyer Software, excluding the Platform, Service(s) and Platform shall be owned by the Buyer.

9.3 The Supplier will either:

9.3.1 permit the Buyer to sub-licence the use of the Platform and the Platform to third party users of the Buyer Software; or

9.3.2 require that the Buyer procures that any third-party user must enter into a licence agreement directly with the Supplier before using the Platform or the Platform in connection with the Buyer Software; as set out in the Contract and other than as described in this clause 9.3, the Buyer will not be permitted to allow the use of the Platform or the Platform by any third party and/or use the Platform or the Platform to provide any services to any third party.

9.4 The Buyer shall procure that any sub-licence entered into in accordance with clause 9.3.1 shall be subject to the restrictions and limitations set out in clauses 3.1, 3.2, 6.2, 6.4, 6.5 and 9.

9.5 Except as expressly set out in the clause 9, nothing in this Contract is intended to confer any rights and/or licence in the Platform, Platform and/or Service(s) to the Buyer's subscribers and/or licensees.

10. 10. Warranty and Liability

10.1 This clause 10 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer:

a) arising under or in connection with this Contract;

b) in respect of any use made by the Buyer of the Platform, Service(s) and Platform or any part of them; and

c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.

10.2 Except as expressly and specifically provided in this Contract:

a) the Buyer assumes sole responsibility for output obtained from the use of the Platform, Service(s) and the Platform by the Buyer. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Buyer in connection with the Platform, Service(s) and Platform, or any actions taken by the Supplier at the Buyer's direction;

b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract; and

c) the Platform and Service(s) are provided to the Buyer on an "as is" basis.

10.3 Nothing in this Contract excludes the liability of the Supplier:

a) for death or personal injury caused by the Supplier's negligence; or

b) for fraud or fraudulent misrepresentation.

10.4 Subject to clause 10.2 and 10.3

a) the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Contract; and

b) the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the greater of £50,000 or the total Fees paid during the 12 months immediately preceding the date on which the claim arose.

11. 11. Termination

11.1 Either party may terminate this Contract if the other party:

11.1.1 Materially breaches any term of this Contract (and, if remediable the breach has not been remedied within 30 days of receiving notice requiring it to be remedied);

11.1.2 the other party fails to pay any amount due under this Contract on the due date for payment and remains in default not less than [14] days after being notified in writing to make such payment;

11.1.3 presents a petition or have a bona fide petition presented by a creditor for its winding up, or convenes a meeting to pass a resolution for voluntary winding up, or enters into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), calls a meeting of its creditors, or has a receiver of all or any of its undertakings or assets appointed, or is deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts or suffers or undergoes any procedure analogous to any of those specified in this clause 11.1.3.

11.2 Any termination of this Contract pursuant to this section 11 shall be without prejudice to any other rights, obligations, liabilities or remedies a party may be entitled to under this Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

11.3 On termination of this Contract for any reason:

11.3.1 the access granted to the Buyer by the Supplier under clause 3.1 above shall terminate; and

11.3.2 any monies due and owing by the Buyer shall immediately become payable to the Supplier; and

11.3.3 the Buyer must destroy all copies and versions of the Platform obtained under this agreement.

12. 12. General

12.1 Neither party shall have any liability to the other party under this Contract if it is prevented from or delayed in performing its obligations under this Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier, the Buyer or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other party is notified of such an event and its expected duration.

12.2 No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.3 No variation to this Contract shall be binding on either party unless agreed in writing between that party and one of the party's authorised representatives.

12.4 If any provision of this Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Contract and the remainder of the affected provisions shall be unaffected and shall remain in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

12.5 This Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements understandings or discussions between the parties. Each of the parties acknowledges and agrees that in entering into this Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Contract or not) relating to the subject matter of this Contract, other than as expressly set out in this Contract.

12.6 Any notice under this Contract may be served by first class post to the address set out on the Contract or such other address as may be notified by any of the parties from time to time. A notice shall be deemed served, on the Business Day immediately after the day on which it was sent and if sent by first class post, on the second Business Day after posting.

12.7 Nothing in this Contract is intended to or shall operate to create a partnership or agency between the parties.

12.8 The Buyer may not assign, transfer, sub-contract or charge in whole or in part any of its rights and/or obligations under this Contract without the Supplier's prior written consent. The Supplier may assign, transfer, sub-contract or charge in whole or in part its rights and/or obligations under this Contract.

12.9 All third-party rights are excluded, and no third party shall have any right to enforce this Contract other than the parties to this Contract, the Supplier's group companies, their successors and permitted assigns (pursuant to the Contracts (Rights of Third Parties Act 1999)).

12.10 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim under this Contract.