

Supplier Terms & Conditions

Shed Collective Ltd › Primary Care Platform

1. Definitions and Interpretation

1.1. Definitions

In these Terms and Conditions, the following words and expressions have the meanings set out below:

Add-On Services means any services provided by the Supplier which are not included within the Core Subscription Services, including Retainer Services, where such services are included in a Call-Off Order.

Agreement means the contract between the Supplier and the Buyer for the supply of the Services, comprising these Terms and Conditions and the applicable Call-Off Order.

Applicable Law means all laws, statutes, regulations, rules, guidance and codes of practice which apply to a party in connection with this Agreement, including Data Protection Law.

Authorised Users means the individuals (including employees, workers, contractors or agents of the Buyer and, where applicable, staff of organisations within the Buyer's primary care system) who are authorised by the Buyer to access and use the Platform under the Agreement.

Buyer means the public sector organisation named as the customer in the Call-Off Order.

Buyer Data means all data (including personal data) and content uploaded to, stored in, transmitted via, or otherwise processed through the Platform by or on behalf of the Buyer or Authorised Users, including any data derived from the Buyer's use of the Platform, but excluding Supplier Materials and Platform Data.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Call-Off Order means the order form, statement of work, or equivalent document agreed between the parties which identifies the Services purchased under G-Cloud, including the Service Description, Charges, Subscription Term, User Band and any agreed variations (if any) to these Terms and Conditions.

Charges means the fees payable by the Buyer for the Services, as set out in the Call-Off Order.

Commencement Date means the start date of the Services as set out in the relevant Call-Off Order.

Confidential Information means any information (whether in writing, oral or other form) disclosed by one party to the other which is confidential by its nature or is marked or stated as confidential, including information relating to the disclosing party's business, operations, technology, security arrangements, finances, plans, customers, suppliers and know-how, and including the terms of the Agreement, but excluding information which:

- (a) is or becomes public other than through a breach of the Agreement;
- (b) was lawfully in the receiving party's possession before disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction; or
- (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

Core Subscription Services means the standard hosted service providing access to and use of the Primary Care Platform, together with the associated hosting, monitoring, maintenance and support described in the Call-Off Order and/or Service Description.

Data Processing Agreement or **DPA** means the data processing agreement (if any) entered into between the parties in relation to the processing of personal data under the Agreement, as referred to in clause 10 (Data Protection).

Data Protection Law means all applicable laws and regulations relating to privacy and data protection, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended), together with any guidance issued by the Information Commissioner's Office.

Documentation means any user guides, technical documentation or operating instructions relating to the Platform made available by the Supplier to the Buyer.

Force Majeure Event has the meaning given in clause 22 (General).

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, efficiency, foresight and timeliness which would reasonably be expected from a leading supplier of services similar to the Services.

Intellectual Property Rights means all intellectual property rights, including patents, utility models, rights to inventions, copyright and related rights (including in software), moral rights, trade marks, service marks, trade names, business names, domain names, rights in get-up, rights in goodwill and to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and rights to apply for and be granted, renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist in any part of the world.

Platform means the Supplier's hosted software platform described as the "Primary Care Platform", including the application, user interface, administrative tools, underlying code, databases, configurations (other than Buyer-specific configuration), and any updates, upgrades or new releases provided by the Supplier under the Agreement.

Platform Data means aggregated, anonymised or de-identified data generated from the operation and use of the Platform, which does not identify the Buyer or any individual, and which the Supplier may use for the purposes of operating, maintaining, securing and improving the Platform and its services.

Retainer Days means the number of days per month of Retainer Services purchased by the Buyer (if any), as set out in the Call-Off Order.

Retainer Services means the optional professional services made available on a retained days-per-month basis (for example, configuration support, advisory support, content assistance, reporting support or minor development work), as described in the Call-Off Order.

Service Description means the description of the Services as set out in the Supplier's G-Cloud service listing and/or the Call-Off Order.

Services means the Core Subscription Services and any Add-On Services (including any Retainer Services) to be provided by the Supplier to the Buyer under the Agreement, as set out in the Call-Off Order.

Subscription Term means the period for which the Buyer purchases access to the Core Subscription Services, as set out in the Call-Off Order.

Supplier means Shed Collective (or such other Supplier entity as is identified in the Call-Off Order).

Supplier Materials means all materials, software, tools, methodologies, templates, know-how and other items owned by or licensed to the Supplier and used by the Supplier to provide the Services, including any improvements to them, but excluding Buyer Data.

User Band means the maximum number of Authorised Users permitted to access and use the Platform under the applicable Call-Off Order.

1.2 Interpretation

1.2.1 A reference to a clause is a reference to a clause of these Terms and Conditions, unless stated otherwise.

1.2.2 Headings are for convenience only and do not affect interpretation.

1.2.3 Words in the singular include the plural and vice versa.

1.2.4 A reference to "including" or "in particular" is illustrative and does not limit the generality of the preceding words.

1.2.5 If there is any inconsistency between different parts of the Agreement, the order of precedence set out in clause 2.3 applies.

1.2.6 Any obligation not to do something includes an obligation not to allow that thing to be done.

2. Contract Structure and Incorporation

2.1 Structure of the Agreement

This Agreement is made up of the following documents:

- (a) these Supplier Terms and Conditions; and
- (b) each Call-Off Order entered into between the Supplier and the Buyer.

Each Call-Off Order incorporates these Terms and Conditions and together they form a legally binding contract between the Supplier and the Buyer for the provision of the Services.

2.2 Call-Off Orders

2.2.1 The Buyer may purchase Services from the Supplier by entering into one or more Call-Off Orders under the G-Cloud framework.

2.2.2 Each Call-Off Order will set out the specific details of the Services to be provided, which may include (without limitation):

- (a) the Services ordered;
- (b) the Subscription Term;
- (c) the applicable User Band;
- (d) the Charges;
- (e) any agreed support arrangements; and
- (f) any permitted variations to these Terms and Conditions.

2.2.3 No Services will be provided unless and until a Call-Off Order has been agreed by both parties.

2.3 Order of Precedence

If there is any conflict or inconsistency between the documents forming the Agreement, the following order of precedence will apply (with the document listed first prevailing over those listed later):

- (a) the Call-Off Order;
- (b) any schedules or appendices to the Call-Off Order; and
- (c) these Supplier Terms and Conditions.

2.4 No Other Terms

2.4.1 Any terms or conditions submitted, proposed or stipulated by the Buyer (whether in a purchase order, tender document, email or otherwise) are excluded and will not apply, unless expressly agreed in writing by the Supplier and set out in a Call-Off Order.

2.4.2 No variation to these Terms and Conditions will be effective unless it is expressly agreed in writing by both parties and recorded in a Call-Off Order.

3. Appointment and Scope of Services

3.1 Appointment

3.1.1 The Buyer appoints the Supplier, and the Supplier accepts such appointment, to provide the Services in accordance with the Agreement.

3.1.2 The Supplier shall provide the Services with reasonable skill and care and in accordance with Good Industry Practice.

3.2 Non-Exclusive Basis

The Supplier's appointment under this Agreement is non-exclusive. Nothing in the Agreement prevents the Supplier from providing similar services to other customers, including other public sector bodies.

3.3 Scope of the Services

3.3.1 The scope of the Services to be provided under this Agreement is limited to the Services expressly set out in the applicable Call-Off Order.

3.3.2 The Supplier is not obliged to provide any services, functionality, deliverables or support that are not expressly included in a Call-Off Order, unless otherwise agreed in writing between the parties.

3.4 No Commitment Beyond Call-Off

3.4.1 Nothing in this Agreement obliges the Buyer to purchase any minimum volume of Services, or to enter into any further Call-Off Orders.

3.4.2 Nothing in this Agreement obliges the Supplier to provide Services beyond those expressly agreed in a Call-Off Order.

4. Description of the Services

4.1 Core Subscription Services

4.1.1 The Core Subscription Services comprise the provision of access to the Supplier's hosted software platform known as the Primary Care Platform, together with the associated hosting, monitoring, maintenance and support services, as further described in the applicable Call-Off Order and Service Description.

4.1.2 The Core Subscription Services are provided on a subscription basis for the duration of the applicable Subscription Term and include:

- (a) access to the Platform for Authorised Users up to the applicable User Band;
- (b) hosting of the Platform in a secure cloud environment;
- (c) routine maintenance, updates and improvements to the Platform made generally available to customers; and
- (d) standard support services in accordance with clause 7 (Service Availability and Support).

4.1.3 The Supplier may make changes to the Platform from time to time as part of its ongoing development and improvement of the service, provided that such changes do not materially reduce the functionality required to deliver the Services during the Subscription Term.

4.2 Optional Add-On Services

4.2.1 In addition to the Core Subscription Services, the Supplier may provide optional Add-On Services where expressly agreed in a Call-Off Order.

4.2.2 Add-On Services may include, without limitation:

- (a) Retainer Services provided on a retained days-per-month basis;
- (b) additional configuration or advisory support;
- (c) assistance with content structuring or governance processes; and
- (d) other professional services agreed between the parties.

4.2.3 Add-On Services are not included in the Core Subscription Services and will only be provided where they are expressly set out in a Call-Off Order, together with the applicable Charges and any relevant conditions.

5. Licence and Use of the Platform

5.1 Licence Grant

5.1.1 Subject to payment of the applicable Charges and compliance with the Agreement, the Supplier grants to the Buyer a limited, non-exclusive, non-transferable licence for the Subscription Term to allow Authorised Users to access and use the Platform solely for the Buyer's internal business purposes.

5.1.2 The licence granted under this clause is limited to the number of Authorised Users permitted by the applicable User Band.

5.2 Authorised Users and User Bands

5.2.1 The Buyer is responsible for ensuring that access to the Platform is restricted to Authorised Users and that the number of Authorised Users does not exceed the applicable User Band.

5.2.2 The Buyer must not allow any individual other than an Authorised User to access or use the Platform.

5.2.3 If the Buyer's use of the Platform exceeds the applicable User Band, the Buyer must promptly notify the Supplier and the parties shall agree an appropriate adjustment to the User Band and Charges through a revised Call-Off Order.

5.3 Use Restrictions

5.3.1 The Buyer must not, and must ensure that Authorised Users do not:

- (a) copy, modify, adapt, translate or create derivative works of the Platform (except as permitted by law);
- (b) reverse engineer, decompile or disassemble the Platform, except to the extent permitted by Applicable Law;
- (c) access the Platform for the purpose of developing, providing or supporting a competing product or service;
- (d) make the Platform available to any third party other than Authorised Users; or
- (e) use the Platform in a way that breaches Applicable Law or the Agreement.

5.3.2 The Buyer is responsible for the acts and omissions of Authorised Users in connection with their use of the Platform.

5.4 Suspension of Access

The Supplier may suspend access to the Platform (in whole or in part) where reasonably necessary to protect the security or integrity of the Platform, or where required by Applicable Law, provided that the Supplier uses reasonable efforts to minimise any disruption to the Buyer. Where reasonably practicable, the Supplier shall provide the Buyer with notice of the suspension and the reasons for it. The Supplier shall restore access as soon as reasonably practicable once the reason for suspension has been resolved.

6. Configuration, Customisation and Change Control

6.1 Configuration

6.1.1 The Core Subscription Services include configuration of the Platform to support the Buyer's use of the Services, as described in the applicable Call-Off Order.

6.1.2 Configuration may include (without limitation):

- (a) organisational branding and visual styling;

(b) topic structures, navigation and content grouping;

(c) user roles and permissions; and

(d) other configuration options supported by the Platform from time to time.

6.1.3 Configuration is limited to the functionality and options made available within the Platform and does not include the development of new features or functionality.

6.2 Customisation

6.2.1 Any work that requires changes to the underlying code, functionality or architecture of the Platform, or the development of new features, integrations or modules, constitutes customisation.

6.2.2 Customisation is not included in the Core Subscription Services and will only be provided where expressly agreed in writing between the parties, including through Retainer Services or a separate change request, and subject to the applicable Charges.

6.3 Change Requests

6.3.1 Either party may request changes to the Services by submitting a written change request setting out the nature of the proposed change.

6.3.2 Where a change request relates to work outside the scope of the Core Subscription Services, the Supplier shall assess the request and may provide the Buyer with details of:

(a) the impact on the Services;

(b) any dependencies or assumptions;

(c) the proposed timetable; and

(d) any additional Charges.

6.3.3 No change request will be binding unless and until it is agreed in writing by both parties and, where relevant, recorded in a revised or additional Call-Off Order.

6.4 Retainer Services

6.4.1 Where Retainer Services are included in a Call-Off Order, such services will be delivered on a time-spent basis up to the agreed number of Retainer Days per month.

6.4.2 Retainer Services may be used for configuration support, advisory services, minor development work or other activities agreed between the parties.

6.4.3 Unless otherwise agreed in writing, unused Retainer Days do not roll over from one month to the next.

6.4.4 Unless otherwise agreed in the applicable Call-Off Order, a Retainer Day means 8 hours of time spent by the Supplier and may be delivered in part-days during the Supplier's normal business hours as described in the Service Description.

7. Service Availability and Support

7.1 Service Availability

7.1.1 The Supplier shall use reasonable efforts to make the Platform available to the Buyer during the Subscription Term, subject to the terms of this Agreement.

7.1.2 The Supplier may make the Platform unavailable from time to time for planned maintenance, updates or improvements. Where reasonably practicable, the Supplier shall provide advance notice of planned maintenance to the Buyer.

7.1.3 The Supplier does not guarantee uninterrupted or error-free operation of the Platform, but shall use reasonable efforts to minimise disruption to the Services.

7.2 Support Services

7.2.1 The Supplier shall provide standard support services in relation to the Platform during its normal support hours, as described in the applicable Call-Off Order or Service Description.

7.2.2 Support services include responding to incidents and service issues reported by the Buyer in accordance with the Supplier's support processes.

7.2.3 The Supplier may prioritise and respond to incidents based on their severity and impact on the Services.

7.3 Exclusions

The Supplier shall not be responsible for any failure or delay in the availability or performance of the Platform to the extent caused by:

- (a) a Force Majeure Event;
- (b) failures of the Buyer's systems, networks or internet connectivity;
- (c) misuse of the Platform by the Buyer or Authorised Users;
- (d) acts or omissions of third parties outside the Supplier's reasonable control; or
- (e) changes required to comply with Applicable Law.

8. Buyer Responsibilities

8.1 Access and User Management

8.1.1 The Buyer is responsible for managing access to the Platform and for ensuring that only Authorised Users are permitted to access and use the Platform.

8.1.2 The Buyer must ensure that login credentials are kept secure and must promptly notify the Supplier if it becomes aware of any unauthorised access to or use of the Platform.

8.2 Content and Governance

8.2.1 The Buyer is responsible for the accuracy, completeness and appropriateness of all Buyer Data and content uploaded to or made available through the Platform.

8.2.2 The Buyer must ensure that its use of the Platform and any content made available through it complies with Applicable Law and does not infringe the rights of any third party.

8.2.3 The Supplier is not responsible for reviewing or approving Buyer Data or content unless expressly agreed as part of the Services.

8.3 Cooperation and Information

8.3.1 The Buyer must provide the Supplier with such information, access, instructions and cooperation as are reasonably required to enable the Supplier to perform the Services.

8.3.2 The Buyer must ensure that any information provided to the Supplier is accurate and complete.

8.4 Acceptable Use

8.4.1 The Buyer must not, and must ensure that Authorised Users do not, use the Platform in a manner that:

- (a) is unlawful or fraudulent;
- (b) interferes with or disrupts the operation or security of the Platform; or
- (c) attempts to circumvent any usage limits or security controls.

9. Charges and Payment

9.1 Charges

9.1.1 The Buyer shall pay the Charges for the Services as set out in the applicable Call-Off Order.

9.1.2 Charges for the Core Subscription Services are based on the applicable User Band and Subscription Term.

9.1.3 Charges for any Add-On Services, including Retainer Services, are payable only where such services are expressly included in a Call-Off Order.

9.2 Invoicing

9.2.1 The Supplier shall invoice the Buyer in accordance with the invoicing schedule set out in the Call-Off Order.

9.2.2 Unless otherwise stated in the Call-Off Order, subscription Charges shall be invoiced annually in advance and Charges for Retainer Services shall be invoiced monthly in arrears.

9.3 Payment

9.3.1 The Buyer shall pay all valid and undisputed invoices within thirty (30) days of the invoice date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

9.3.2 All Charges are exclusive of value added tax (VAT), which shall be payable in addition at the applicable rate.

9.4 Late Payment

Without prejudice to any other rights or remedies, the Supplier may charge interest on any overdue amounts at the statutory rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

9.5 Changes to User Band

Where the Buyer's use of the Platform requires an increase to the applicable User Band, the parties shall agree the revised User Band and Charges through a revised Call-Off Order.

10. Data Protection

10.1 Roles of the Parties

10.1.1 For the purposes of Data Protection Law, the Buyer is the controller and the Supplier is the processor in respect of any personal data processed by the Supplier on behalf of the Buyer in connection with the Services.

10.1.2 The Supplier shall process personal data only on the documented instructions of the Buyer and in accordance with the Agreement and Data Protection Law.

10.2 Data Processing Agreement

10.2.1 Where the Services involve the processing of personal data on behalf of the Buyer, the parties shall enter into a Data Processing Agreement. If a Data Processing Agreement has not been executed by the Commencement Date, the Supplier's standard data processing agreement (as notified to the Buyer) shall apply until replaced by an executed Data Processing Agreement.

10.2.2 The Data Processing Agreement forms part of the Agreement and sets out the subject matter, duration, nature and purpose of the processing, the types of personal data processed and the categories of data subjects.

10.3 Precedence

In the event of any conflict or inconsistency between these Terms and Conditions and the Data Processing Agreement in relation to the processing of personal data, the Data Processing Agreement shall take precedence.

10.4 Assistance and Cooperation

The Supplier shall provide reasonable assistance to the Buyer to enable the Buyer to comply with its obligations under Data Protection Law, to the extent required in connection with the Services.

11. Information Security

11.1 Security Measures

11.1.1 The Supplier shall implement and maintain appropriate technical and organisational measures designed to protect Buyer Data against unauthorised or unlawful processing, accidental loss, destruction or damage.

11.1.2 Such measures shall be appropriate to the nature of the Services and the risks presented by the processing, taking into account the state of the art, the costs of implementation and the nature of the data processed.

11.2 Hosting and Access Controls

11.2.1 The Platform shall be hosted in a secure cloud environment as described in the Service Description.

11.2.2 Access to the Platform and supporting systems shall be restricted to authorised personnel and subject to appropriate access controls.

11.3 Security Incidents

11.3.1 The Supplier shall maintain procedures for the management of security incidents affecting the Platform.

11.3.2 Where a security incident results in unauthorised access to or disclosure of personal data, the Supplier shall notify the Buyer without undue delay in accordance with the Data Processing Agreement and Data Protection Law.

12. Intellectual Property Rights

12.1 Supplier Intellectual Property

12.1.1 All Intellectual Property Rights in the Platform, the Supplier Materials and any updates, enhancements or improvements to them shall remain vested in the Supplier or its licensors.

12.1.2 Except for the licence expressly granted under clause 5 (Licence and Use of the Platform), nothing in the Agreement transfers or assigns any Intellectual Property Rights of the Supplier to the Buyer.

12.2 Buyer Data

12.2.1 All Intellectual Property Rights in Buyer Data shall remain vested in the Buyer or its licensors.

12.2.2 The Buyer grants to the Supplier a non-exclusive, royalty-free licence for the duration of the Agreement to use Buyer Data solely for the purpose of providing the Services, supporting the Buyer's use of the Platform, and complying with the Agreement and Applicable Law. The Supplier may use Platform Data to improve the Platform and its services.

12.3 Feedback and Improvements

Where the Buyer provides feedback, suggestions or ideas relating to the Platform or the Services, the Supplier may use such feedback without restriction or obligation, provided that such use does not identify the Buyer.

12.4 Open Source and Third-Party Components

The Platform may incorporate open source software or third-party components, which shall be subject to their applicable licence terms. Nothing in the Agreement restricts the Supplier's use of such components in accordance with those licence terms.

13. Confidentiality

13.1 Confidential Information

Each party shall keep the other party's Confidential Information confidential and shall not use or disclose such Confidential Information except as permitted by this Agreement.

13.2 Permitted Disclosure

A party may disclose the other party's Confidential Information to the extent required:

(a) to its employees, officers, contractors or professional advisers who need to know such information for the purposes of performing obligations under the Agreement, provided that they are bound by confidentiality obligations no less protective than those set out in this clause;

(b) by Applicable Law, regulation, court order or governmental or regulatory authority; or

(c) for the purposes of audit or transparency obligations applicable to public sector bodies.

13.3 Protection of Confidential Information

Each party shall take reasonable measures to protect the other party's Confidential Information from unauthorised access, use or disclosure.

13.4 Survival

The obligations in this clause 13 shall survive termination or expiry of the Agreement.

14. Warranties

14.1 Mutual Warranties

Each party warrants that:

(a) it has full power and authority to enter into and perform its obligations under the Agreement; and

(b) the Agreement constitutes a legally valid and binding obligation on it.

14.2 Supplier Warranties

The Supplier warrants that:

(a) it shall provide the Services with reasonable skill and care and in accordance with Good Industry Practice; and

(b) the Services will materially conform to the Service Description during the applicable Subscription Term.

14.3 No Other Warranties

Except as expressly stated in this Agreement, all warranties, representations and conditions, whether express or implied by statute, common law or otherwise, are excluded to the fullest extent permitted by Applicable Law.

15. Indemnities

15.1 Intellectual Property Infringement

15.1.1 The Supplier shall indemnify the Buyer against any direct losses, damages, costs and expenses (including reasonable legal fees) awarded against the Buyer by a court of competent jurisdiction or agreed in a settlement approved by the Supplier arising from any claim that the Buyer's use of the Platform in accordance with the Agreement infringes any third party Intellectual Property Rights.

15.1.2 The indemnity in clause 15.1.1 shall not apply to the extent that the claim arises from:

(a) Buyer Data or content provided by or on behalf of the Buyer;

(b) use of the Platform otherwise than in accordance with the Agreement or the Supplier's instructions;

(c) modification of the Platform by or on behalf of the Buyer without the Supplier's prior written approval; or

(d) use of the Platform in combination with software, systems or services not provided by the Supplier, where the infringement would not have occurred but for such combination.

15.2 Data Protection

The Supplier shall indemnify the Buyer against direct losses, damages, costs and expenses arising from the Supplier's breach of Data Protection Law or the Data Processing Agreement, to the extent such breach is caused by the Supplier's acts or omissions.

15.3 Indemnity Conditions

The Buyer shall, as a condition of any indemnity under this clause 15:

- (a) promptly notify the Supplier in writing of any relevant claim;
- (b) provide reasonable cooperation to the Supplier in the defence or settlement of the claim;
and
- (c) allow the Supplier sole control over the defence and settlement of the claim, provided that the Supplier shall not settle any claim in a manner that imposes any liability or obligation on the Buyer without the Buyer's prior written consent (such consent not to be unreasonably withheld or delayed).

16. Limitation of Liability

16.1 Unlimited Liability

Nothing in the Agreement limits or excludes either party's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded by Applicable Law.

16.2 Cap on Liability

16.2.1 Subject to clause 16.1, the total aggregate liability of each party to the other arising out of or in connection with the Agreement (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall not exceed the total Charges paid or payable by the Buyer under the relevant Call-Off Order in the twelve (12) months preceding the event giving rise to the claim.

16.2.2 The liability cap in clause 16.2.1 applies to all claims in aggregate and includes liability arising under the indemnities in clause 15.

16.3 Excluded Losses

Subject to clause 16.1, neither party shall be liable to the other for any indirect or consequential loss, or for any loss of profit, loss of revenue, loss of business, loss of anticipated savings or loss of goodwill, whether arising in contract, tort (including negligence) or otherwise.

17. Term and Termination

17.1 Term

17.1.1 This Agreement shall commence on the date specified in the applicable Call-Off Order and shall continue for the duration of the Subscription Term, unless terminated earlier in accordance with this clause 17.

17.1.2 Each Call-Off Order constitutes a separate agreement under these Terms and Conditions and shall remain in force for its stated Subscription Term unless terminated in accordance with the Agreement.

17.2 Termination for Breach

Either party may terminate a Call-Off Order immediately by written notice if the other party:

(a) commits a material breach of the Agreement and, where the breach is capable of remedy, fails to remedy that breach within thirty (30) days of receiving written notice requiring it to do so; or

(b) commits a material breach which is not capable of remedy.

17.3 Insolvency

Either party may terminate the Agreement or a Call-Off Order immediately by written notice if the other party:

(a) becomes insolvent or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(b) enters into administration, liquidation or any arrangement with its creditors (other than for the purposes of a solvent reorganisation); or

(c) has a receiver, administrator or similar officer appointed over all or any substantial part of its assets.

17.4 Effect of Termination

Termination or expiry of a Call-Off Order shall not affect any accrued rights or liabilities of either party nor any provision of the Agreement which is expressly or by implication intended to survive termination.

18. Exit Management and Data Return

18.1 Data Return

18.1.1 On expiry or termination of a Call-Off Order for any reason, the Supplier shall, on written request by the Buyer, make available to the Buyer a copy of the Buyer Data in a commonly used and machine-readable format, as reasonably supported by the Platform.

18.1.2 Unless otherwise agreed in writing, the Supplier shall retain Buyer Data for ninety (90) days following termination to allow for orderly data retrieval, after which the Supplier may securely delete or anonymise such data in accordance with its data retention practices and the Data Processing Agreement.

18.2 Exit Assistance

18.2.1 The Supplier shall provide reasonable cooperation to support an orderly transition of the Services following expiry or termination of a Call-Off Order.

18.2.2 Any exit assistance requested by the Buyer beyond the standard data return described in clause 18.1, including additional support, advice or services, shall be provided subject to agreement on scope, timing and Charges.

18.3 No Restriction on Platform Use

Nothing in this clause 18 requires the Supplier to provide access to the Platform beyond the expiry or termination of the applicable Call-Off Order, except as expressly agreed in writing.

19. Compliance with Law and Policy

19.1 Compliance with Law

Each party shall comply with all Applicable Law in connection with the performance of its obligations under the Agreement.

19.2 Anti-Bribery

Each party shall comply with all Applicable Law relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall maintain in place adequate procedures designed to prevent bribery and corruption.

19.3 Modern Slavery

Each party shall comply with its obligations under the Modern Slavery Act 2015 and shall not engage in any activity, practice or conduct that would constitute an offence under that Act.

20. Sub-contracting and Assignment

20.1 Sub-contracting

The Supplier may subcontract the performance of any part of the Services, provided that the Supplier remains responsible for the acts and omissions of its subcontractors as if they were its own.

20.2 Assignment

20.2.1 The Buyer may not assign, novate or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the Supplier, such consent not to be unreasonably withheld or delayed.

20.2.2 The Supplier may assign or novate the Agreement to an affiliate or as part of a corporate reorganisation, merger, acquisition or sale of assets, provided that such assignment or novation does not materially reduce the level of service provided to the Buyer.

21. Dispute Resolution

21.1 Escalation

If a dispute arises out of or in connection with the Agreement, the parties shall use reasonable efforts to resolve the dispute promptly through good faith discussions between appropriately authorised senior representatives of each party.

21.2 Mediation

If the dispute has not been resolved within a reasonable period following escalation under clause 21.1, either party may propose that the dispute be referred to mediation. The parties shall consider such proposal in good faith.

21.3 Litigation

Nothing in this clause 21 prevents either party from commencing legal proceedings where it considers such action necessary to protect its legal rights.

22. General

22.1 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Agreement (other than payment obligations) to the extent caused by a Force Majeure Event.

A Force Majeure Event means any event or circumstance beyond a party's reasonable control, including acts of God, flood, fire, epidemic or pandemic, war, terrorism, civil unrest, strikes (other than those involving the affected party's workforce), failure of utilities or telecommunications networks, or government action.

22.2 Severability

If any provision of the Agreement is held to be invalid, illegal or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable, and the remaining provisions shall continue in full force and effect.

22.3 Waivers

No failure or delay by a party to exercise any right or remedy under the Agreement shall operate as a waiver of that right or remedy, nor shall any single or partial exercise preclude any further exercise of that or any other right or remedy.

22.4 Entire Agreement

The Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings and arrangements, whether written or oral.

22.5 Third Party Rights

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

23. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.