Teams & Leadership

LICENCE AGREEMENT: TERMS & CONDITIONS

TEAMS & LEADERSHIP DEVELOPMENT PLATFORM (G-CLOUD 15)

1. DEFINITIONS AND INTERPRETATION

1.1 "Call-Off Contract" means the legally binding agreement for the provision of Services made between the Buyer (Licensee) and Teams and Leadership Limited (Licensor) under the G-Cloud 15 Framework.

1.2 "Data Protection Legislation" means the UK GDPR, the Data Protection Act 2018, and the Data (Use and Access) Act 2025.

1.3 Licensed Materials" means the Software (including all source code, object code, and underlying algorithms), the Platform Content (including but not limited to questionnaires, evidence-based guidance, and automated reports), all associated Database Rights as defined by the Data (Use and Access) Act 2025, the Sub-Domain Name, and the Trade Marks, excluding any Buyer-generated Content or Third-Party Materials.

1.4 "Precedence": In the event of any conflict between these Terms and the G-Cloud 15 Call-Off Contract, the terms of the Call-Off Contract shall prevail.

2. LICENCE GRANT

2.1 In consideration of the contract sum set out in the G-Cloud 15 Order Form, the Licensor grants the Licensee a non-exclusive, royalty-free licence (with no right to sub-license) to use the Licensed Materials worldwide for the duration of the Call-Off Contract.

2.2 This licence is granted for the Licensee's own internal business purposes only. The Licensee shall not assign or sub-license the Licensed Materials to any third party without prior written consent. The Licensee shall not upload any content that is unlawful, defamatory, or infringes third-party rights.

3. DATA PROTECTION

3.1 Each Party shall comply with Data Protection Legislation.

3.2 The Parties agree that, where personal data is processed by the Licensor on behalf of the Licensee in connection with the Service, the Licensee acts as Controller and the Licensor acts as Processor, and such processing will be governed by the Data Processing Agreement and/or the Call-Off Contract.

3.3 The Licensor will provide reasonable assistance to the Licensee in responding to data subject requests and regulatory enquiries relating to the Service, in accordance with the Data Processing Agreement and the Call-Off Contract.

4. SUBSCRIPTION & RENEWALS

4.1 Fees are as set out in the applicable Pricing Document and the G-Cloud 15 Order Form and/or Call-Off Contract.

4.2 The Licensor will not charge any additional mandatory fees unless agreed in writing in the Order Form and/or Call-Off Contract.

4.3 Renewal (if any) and any renewal notices are governed by the Call-Off Contract.

5. PROPRIETORSHIP & INTELLECTUAL PROPERTY

5.1 The Software, Content, Domain Names, and Sub-Domain Names are and shall remain the property of the Licensor.

5.2 This includes all database rights, algorithms, and "look and feel" elements as defined in current UK Intellectual Property law.

5.3 The Licensee shall not adapt, modify, disassemble, or reverse engineer any Software except as permitted by law.

6. HOSTING & AVAILABILITY

6.1 The Service will be hosted by a third party (Amazon Web Services). The Licensor is not liable for Downtime or Outage caused by third-party hosting failures.

6.2 The Licensor shall use best endeavours to procure a solution from the third-party provider in the event of a service failure. Support response times are typically within 2 hours during UK working hours (9am to 5pm, Monday to Friday).

7. CONFIDENTIALITY

7.1 Each Party shall treat as confidential all information marked "confidential" or which may reasonably be supposed to be confidential.

7.2 This obligation remains in full force and effect notwithstanding any termination of this Agreement.

8. TERMINATION

8.1 Either Party may terminate the Licence immediately if the other Party is in breach of any term and has failed to remedy such breach within 30 days of written notice.

8.2 Effect of Termination: All rights and licences granted shall automatically terminate. The Licensee shall immediately cease all use of Licensed Materials and return or destroy all copies as requested by the Licensor.

8.3 On expiry or termination of the Call-Off Contract, the Licensee's access to the Service will end in accordance with the Call-Off Contract. At the Licensee's request, the Licensor will provide a data export and/or reports in agreed formats, subject to confidentiality safeguards and the Data Processing Agreement. Data retention and deletion or anonymisation will be carried out in line with the Data Processing Agreement and the Licensor's retention and disposal procedures, unless the Call-Off Contract states otherwise.

9. LIABILITY & CYBER SECURITY

9.1 Liability, remedies, and any service credits are as set out in the Call-Off Contract.

9.2 The Licensor maintains Cyber Essentials certification

10. MISCELLANEOUS

10.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter.

10.2 This Agreement shall be governed by English Law, and the English courts shall have non-exclusive jurisdiction.

SCHEDULE 1: DOMAIN NAMES

- Service Domain (Domain Name): https://teamsandleadership.net

SCHEDULE 2: SUB-DOMAIN NAME

- Sub-Domain Name: https://clientname.teamsandleadership.net