

G-CLOUD 15 TERMS AND CONDITIONS - SaaS

These Terms and conditions govern any SaaS offering provided by Hunter Healthcare Resourcing Limited, a company registered in England and Wales with company number 07600695 and registered address Berkshire House Floor 2, 168-173 High Holborn, London, England, WC1V 7AA ("Hunter Healthcare") under the G-Cloud framework, and are deemed to be accepted by any Buyer through the signature of a G-Cloud Order Form.

These Terms of Business are subordinate to the G-Cloud Order Form and the clauses of the G-Cloud Framework Agreement and the G-Cloud Call Off Contract.

1. Definitions and Interpretation

In these Terms of Business, the following definitions shall apply:

"Buyer"	means the contracting NHS organisation;
"Supplier's Personnel"	means any individuals employed or engaged by Hunter Healthcare who will deliver the Services;
"Contract"	means the agreement formed at call off under the G Cloud framework
"Data"	means all information provided by or on behalf of the Buyer and processed through the Services;
"G-Cloud"	means the framework RM1557.15 awarded by the Minister for the Cabinet Office represented by Crown Commercial Service;
"G-Cloud Order Form"	means an order form signed by a Buyer and Hunter Healthcare for the provision of services from Hunter Healthcare in accordance with the terms of the G-Cloud Framework Agreement;
"Services"	"Service" means the [.....] provided as a Software as a Service ("SaaS") offering.
"Supplier"	means the service provider.

2. Ordering the Services

- 2.1. The Buyer acknowledges that it is responsible for determining that G-Cloud is an appropriate framework to utilise for its requirements and for conducting appropriate searches on the Digital Marketplace to ascertain which G-Cloud service best meets its needs.
- 2.2. In providing a signed G-Cloud Order Form to Hunter Healthcare, the Buyer confirms that it has determined in accordance with clause 2.1 that the service provided by Hunter Healthcare is the most appropriate for its needs, and that the Services it is purchasing from Hunter Healthcare are in accordance with the G-Cloud Framework Agreement and the service definition provided by Hunter Healthcare.

3. Services

- 3.1. The Supplier shall provide the Service in accordance with the agreed scope set out at call off.
- 3.2. The Service is delivered within NHS approved environments and operates in line with NHS information governance and security requirements.
- 3.3. The Supplier will use reasonable skill and care in the provision of the Service.

4. Onboarding and Delivery

- 4.1. The Supplier will support onboarding through agreed initiation, setup, data integration, and knowledge transfer activities.
- 4.2. The Buyer shall provide timely access to systems, stakeholders, and information required for delivery.
- 4.3. Delays caused by lack of Buyer access or engagement may impact delivery timelines.

5. Support

- 5.1. User support is provided through agreed email and ticket based channels during UK business hours.
- 5.2. Critical incidents may be supported outside business hours where agreed.
- 5.3. A named technical lead will act as the primary point of contact.

6. Pricing and Payment

- 6.1. Pricing is agreed at call off based on service scope and delivery model.

6.2. Invoices will be issued in line with agreed commercial terms.

6.3. Onsite working, where required, will be incorporated into the agreed price once scope is confirmed.

7. Data Protection and Information Governance

7.1. The Supplier will comply with applicable data protection legislation, including UK GDPR and NHS information governance requirements.

7.2. The Buyer remains the Data Controller for all Buyer Data.

7.3. The Supplier acts as Data Processor and will process data only in accordance with the Buyer's instructions and the Contract.

7.4. Data will be stored and processed within NHS approved environments.

8. Security

8.1. The Supplier will implement appropriate technical and organisational measures to protect Buyer Data.

8.2. Data will be encrypted in transit and at rest.

8.3. Security governance, vulnerability management, incident management, and protective monitoring will be operated through defined processes aligned to NHS expectations.

8.4. Penetration testing will be conducted at least annually by accredited third party providers within NHS approved environments.

9. Availability and Maintenance

9.1. Availability targets will be agreed at call off.

9.2. Planned maintenance will be communicated in advance where possible.

9.3. The Supplier will use reasonable endeavours to minimise service disruption.

10. Change Control

10.1. Changes to service scope, configuration, or delivery will be managed through agreed change control processes.

10.2. Changes may impact pricing, timelines, or service outcomes and will be agreed in advance.

11. Relationship of the Parties

Nothing in these Terms of Business is intended to create a partnership, joint venture or legal relationship of any kind between the parties that would impose liability upon one party for the act or failure to act of the



other party, or to authorise either party to act as agent for the other. Except where otherwise expressly provided in these Terms of Business, neither party shall have authority to make representations, act in the name or on behalf of, or otherwise to bind the other.

12. Non-Solicitation

12.1. The Buyer agrees that it shall not during the term of the engagement and for a period of six months following termination ("the Exclusion Period") engage or employ any of the Supplier's Personnel directly or indirectly other than through Hunter Healthcare, save as provided for in clause 12.2.

12.2. In the event that the Buyer employs or engages any of the Suppliers Personnel directly or indirectly during the Exclusion Period other than through Hunter Healthcare, the Buyer agrees to pay a fee equivalent to the basic salary offered to the Supplier's Personnel for a period of 180 working days.

13. Confidentiality

13.1. "Confidential Information" means information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, products, affairs and finances of the Buyer for the time being confidential to the Buyer and trade secrets including, without limitation, technical data and know-how relating to the business of the Buyer or any of its or their business contacts.

13.2. Hunter Healthcare shall and shall procure that the Supplier's Personnel shall keep all Confidential Information secret and confidential and not to disclose or use the same, save for in accordance with the provision of the Services.

13.3. All Confidential Information given by the Buyer to Hunter Healthcare, or otherwise obtained or developed by Hunter Healthcare relating to the Buyer, shall be kept secret and confidential by Hunter Healthcare throughout the Term and following its termination or expiry and shall not be used or disclosed other than for the purposes of the proper performance of these Terms of Business or with the prior written consent of the Buyer.

13.4. The obligations of confidentiality in this clause 13 shall not extend to any matter which Hunter Healthcare or the Buyer can show:

13.4.1. is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Terms of Business;

13.4.2. was independently disclosed to it by a third party entitled to disclose the same; or

13.4.3. is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

14. INTELLECTUAL PROPERTY RIGHTS

14.1. The Supplier retains ownership of all intellectual property rights in the Service and in any materials, configurations, deliverables, or developments created as part of providing the Service, unless otherwise

expressly agreed in writing in advance.

14.2. The Buyer retains ownership of all Buyer Data.

14.3. Where required, the Buyer is granted a non exclusive licence to use any Supplier owned deliverables solely for the purposes of receiving the Service during the term of the Contract, unless otherwise agreed at call off.

15. Exit and Data Extraction

15.1. At contract end, the Supplier will support structured data extraction in agreed open formats.

15.2. Knowledge transfer and documentation handover will be provided.

15.3. Remaining service data will be securely sanitised in line with NHS requirements.

16. Liability

16.1. Each party's liability shall be limited as agreed in the Call-off contract.

16.2. Nothing in these terms limits liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law.

17. Termination

17.1. Each party's liability shall be limited as agreed in the call off contract.

17.2. Nothing in these terms limits liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law.

18. Force Majeure

Neither the Buyer nor Hunter Healthcare shall be liable for any breaches of its obligations under these Terms of Business resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

19. Entire Terms of Business

19.1. These Terms of Business together with the G-Cloud Framework Agreement, G-Cloud Call Off Terms and G-Cloud Order Form constitute the entire understanding between the parties concerning the subject matter hereof.

19.2. Each of the parties acknowledges and agrees that in entering into these Terms of Business, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as

expressly set out in these Terms of Business. The only remedy available to any party in respect of any such statement, representation, warranty or understanding shall be for breach of contract under the terms of these Terms of Business.

- 19.3. If any of the provisions of these Terms of Business are found to be in conflict with the G-Cloud Order Form, G-Cloud Framework Agreement or G-Cloud Call Off Terms, such provision or part of it shall be severed from the remaining provisions, which shall continue to be valid.

20. Miscellaneous

- 20.1. Hunter Healthcare shall not assign, transfer or otherwise deal with any of its rights or obligations under these Terms of Business or sub-contract the performance of any of its obligations under these Terms of Business without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed, save that Hunter Healthcare may engage any of the Supplier's Personnel from third party organisations.
- 20.2. No variation or alteration of these terms shall be valid unless approved by Hunter Healthcare and the Buyer in writing except where changes to the Services are necessary to comply with applicable safety and other statutory requirements, in which case Hunter Healthcare may make such necessary changes without prior notification to the Buyer.
- 20.3. Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed served when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

21. Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to any work conducted under these Terms of Business and no person other than the Buyer and Hunter Healthcare shall have any rights under it. These Terms of Business may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded, in each case, without the consent of any third party.

22. Law and Jurisdiction

- 22.1. These Terms of Business and any dispute or claim arising out of or in connection with any Engagement under them shall be governed by and construed in accordance with the law of England and Wales.
- 22.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these Terms of Business.