
Terms and Conditions

Software as a Service Agreement | Supplier: Cloudable Ltd

1. Definitions

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

"Customer" means the organisation purchasing the Service.

"Service" means the OpsReady volunteer management platform and associated support services.

"Users" means individuals authorised by the Customer to access the Service.

"Subscription Term" means the period for which the Customer has subscribed to the Service.

"Customer Data" means all data entered into the Service by or on behalf of the Customer.

2. Service Provision

2.1 Grant of Access

Subject to payment of applicable fees, Cloudable Ltd grants the Customer a non-exclusive, non-transferable right to access and use the Service during the Subscription Term.

2.2 Service Availability

Cloudable Ltd will use commercially reasonable efforts to maintain Service availability of 99.5% measured monthly, excluding scheduled maintenance.

2.3 Updates

The Service may be updated from time to time. Updates that materially reduce functionality will be notified 30 days in advance.

2.4 Support

Support is provided via email during UK business hours (Monday-Friday, 9am-5pm excluding public holidays). Target response time: 24 hours for standard queries.

3. Customer Obligations

3.1 Acceptable Use

The Customer shall:

- Ensure Users comply with these Terms
- Keep login credentials secure
- Not attempt to access systems beyond authorised permissions
- Not use the Service for unlawful purposes

- Comply with all applicable laws including data protection legislation

3.2 User Management

The Customer is responsible for managing User accounts and permissions within the Service.

3.3 Data Accuracy

The Customer is responsible for the accuracy of Customer Data entered into the Service.

4. Fees and Payment

4.1 Fees

Fees are as set out in the Order Form / Pricing Document and are exclusive of VAT.

4.2 Invoicing

Fees are invoiced annually in advance unless otherwise agreed.

4.3 Payment Terms

Payment is due within 30 days of invoice date.

4.4 Late Payment

Late payments may incur interest at 4% above the Bank of England base rate.

5. Data Protection

5.1 Roles

For the purposes of UK GDPR and Data Protection Act 2018:

- The Customer is the Data Controller
- Cloudable Ltd is the Data Processor

5.2 Data Processing

Cloudable Ltd will:

- Process Customer Data only on documented instructions from the Customer
- Ensure personnel are bound by confidentiality obligations
- Implement appropriate technical and organisational security measures
- Not engage sub-processors without prior written consent
- Assist the Customer with data subject requests
- Delete or return Customer Data at the end of the Agreement

5.3 Data Location

Customer Data is stored in UK data centres (Microsoft Azure UK South/UK West).

5.4 Security Measures

Security measures include:

- Encryption at rest (AES-256) and in transit (TLS 1.3)
- Role-based access control

- Audit logging
- Regular security assessments

5.5 Data Processing Agreement

A separate Data Processing Agreement is available on request.

6. Intellectual Property

6.1 Service IP

All intellectual property rights in the Service remain with Cloudable Ltd.

6.2 Customer Data

The Customer retains all rights in Customer Data. The Customer grants Cloudable Ltd a limited licence to process Customer Data to provide the Service.

6.3 Feedback

Any feedback or suggestions provided by the Customer may be used by Cloudable Ltd without restriction.

7. Confidentiality

7.1 Obligations

Each party shall keep confidential all information of a confidential nature obtained from the other party.

7.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available (other than through breach)
- Was already known to the receiving party
- Is independently developed
- Is required to be disclosed by law

8. Warranties and Disclaimers

8.1 Service Warranty

Cloudable Ltd warrants that the Service will perform materially in accordance with the Service Definition.

8.2 Disclaimer

Except as expressly stated, all warranties are excluded to the fullest extent permitted by law.

8.3 No Advice

The Service is a management tool only and does not constitute legal, HR, or compliance advice.

9. Liability

9.1 Limitation

Cloudable Ltd's total liability under this Agreement shall not exceed the fees paid by the Customer in the 12 months preceding the claim.

9.2 Exclusions

Neither party shall be liable for indirect, consequential, or special damages.

9.3 Exceptions

Nothing in this Agreement limits liability for:

- Death or personal injury caused by negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be limited by law

10. Term and Termination

10.1 Term

The Agreement commences on the Effective Date and continues for the initial Subscription Term, then renews annually unless terminated.

10.2 Termination for Convenience

Either party may terminate by giving 90 days written notice before the end of the current Subscription Term.

10.3 Termination for Breach

Either party may terminate immediately if the other party materially breaches and fails to remedy within 30 days of notice.

10.4 Effect of Termination

On termination:

- Customer access to the Service will cease
- Customer may export Customer Data for 30 days
- Customer Data will be deleted within 30 days of the export period (or immediately on request)
- Fees paid are non-refundable except where Cloudable Ltd terminates for convenience

11. General

11.1 Force Majeure

Neither party is liable for delays caused by events beyond reasonable control.

11.2 Assignment

The Customer may not assign this Agreement without prior written consent.

11.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties.

11.4 Amendments

Amendments must be in writing and signed by both parties (or, for non-material changes, notified via the Service).

11.5 Severability

If any provision is unenforceable, the remaining provisions continue in effect.

11.6 Governing Law

This Agreement is governed by English law. Disputes are subject to the exclusive jurisdiction of the English courts.

11.7 Third Party Rights

No third party has rights under this Agreement.

12. Contact

Cloudable Ltd

Email: info@cloudable.biz

Address: C/O Aardvark Accounting, 1 Cedar Office Park, Cobham Road, Wimborne, BH21 7SB

Company Registration: 12104646



Cloudable Ltd | Company Reg: 12104646

info@cloudable.biz

G-Cloud 15 Terms and Conditions v1.0 - January 2026