

THALAMOS PLATFORM

Terms and Conditions

Prepared For: G-Cloud 15 Framework

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Author	Ross Tomison
Approved by	James Macaulay
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1.0 TERMS OF USE

Thalamos provides Mental Health Act (MHA) clinical administration systems and other products relating to digital mental healthcare. The website is owned and the service provided by Thalamos Ltd (“the Company”, “us”, “our” and “we” below), a private limited company incorporated in England and Wales (registered number 10814088) with its registered office at Arch 31 Old Union Yard, Union Street, London, Southwark, England, SE1 0LR.

These Terms of Use (“Terms”) apply to your (“User” and “you” below) use of the website at <https://thalamos.co.uk/> (“Website”) and all services including but not limited to <https://app.thalamos.co.uk>, <https://admin.thalamos.co.uk>, <https://nhs434.thalamos.co.uk>, <https://form434@thalamos.co.uk>, <https://MHF.thalamos.co.uk> and <https://emha.thalamos.co.uk> Thalamos (“Services”).

To use the Services you must agree to these Terms so please read them carefully. Please note that we may change or update these Terms from time to time and updates will be reflected on our Website. We will assume that you agree with them if you continue to use the Services. If you do not agree to these Terms, you must not use our Website or Services.

2.0 FURTHER DEFINITIONS

“User” means an individual authenticating to our service as part of their professional duties under the Mental Health Act or wider mental health care either independently or on behalf of an Authority.

“Authority” means an authority such as an NHS Trust, Local Authority, Police Force and any other public or private body that discharges Mental Health Act functions.

“Personal Data” comprises:

“User Data” means Personal Information provided by the User in order to maintain an account and use the Services including but not limited to emails, passwords and professional accreditations.

“Patient Data” means Personal Information or Health or Care Data entered by the User either independently or on behalf of an Authority into the clinical administration system in order to fulfil a professional and/or statutory function providing assessment, care or treatment to a patient.

“Third Party Data” means Personal Information of a third party who a User shares information with through the system to fulfil a professional or statutory function.

“Contracting Authority” means any Authority with whom a contract exists between the Company and that Authority for the Company to provide Services.

“Data Protection Laws” means all applicable data protection and privacy legislation in force from time to time in the UK including, without limitation, (i) UK GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and then (ii) the Data Protection Act 2018 and (iii) any successor legislation to the UK GDPR or the Data Protection Act 2018 which is applicable in the United Kingdom. Definitions used in Data Protection Laws shall have the same meanings in these Terms.

“Intellectual Property Rights” means all copyright and other intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) patents, trademarks, service marks, trade names, registered design and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world.

3.0 ACCESS TO THE SERVICE

The Company grants the User the right to access and use the Services. This right is non-exclusive, non-transferable, and limited by and subject to these Terms.

In order to access the Service, the User must become a registered user and provide accurate, up-to-date and complete information (User Data) upon registration. Whilst the Company will exercise standard confidentiality measures, it is the User’s sole responsibility and liability to keep passwords secure and not disclose them to third parties. Passwords should be complex in nature, at least 12 characters in length and contain a combination of upper-case letters, lower case letters, numbers and symbols. Multi-Factor Authentication will be made available to the User and must be utilised by the User unless the Company agrees for it to be disabled. Users may also authenticate via Single Sign On provided by an Authority.

The User is also solely responsible and liable for any activity that occurs under that User’s username and/or login. Each User must use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and shall notify the Company immediately in the event of any unauthorised access or use, or any suspected unauthorised access or use. Accordingly, the Company accepts no responsibility for misuse of a User’s account in any manner due to a User’s disclosure of account details and access information to third parties. In the event of access information being lost, stolen or otherwise disclosed, a User may reset the password by following the instructions provided on the Website.

4.0 USE OF THE SERVICE

The User is solely responsible for their conduct and their data related to the Services and shall use the Services solely for the purposes of the User’s professional duties either independently or as part of their duties with an Authority. You agree not to use the Services for unlawful purposes or fail to comply with any applicable laws, rules or regulations that apply to your access or use of

the Services or any information taken or derived from it. A User must notify the Company immediately if they cease to be employed by an Authority but can still access the Service and associated data under the control of that Authority, or where they no longer perform professional duties independently under the Mental Health Act and should no longer have access to the Service.

5.0 TERMINATION

We may terminate your use of the Services if (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services (for example valid contact details); (b) you seriously (as determined by us) or repeatedly breach any of these Terms; or (c) where reasonably necessary as determined in our discretion.

We will terminate your use of the Services if we are notified that you cease to be employee of an Authority or if our contract with a Contracted Authority for whom you work comes to an end. If you cease to be an employee of an Authority or if our Contract with a Contracted Authority comes to an end, you may continue to authenticate to our service as part of your individual professional duties at the discretion of the Company. You must contact us in this case and continued use is at the discretion of the Company.

You may cease using the Services at any time.

6.0 NO WARRANTIES OR REPRESENTATIONS

The User acknowledges and agrees that the Service is provided “as is” and, to the extent permitted by law, the Company expressly disclaims all warranties or representations of any kind, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. The Company will provide the service in line with service level agreements in place with contracting authorities but makes no warranty or representation that a User’s use of the Services will be uninterrupted or error-free. Further, the Company is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the User acknowledges and agrees that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Save in respect of death or personal injury and to the maximum extent permitted by law, in no event shall the Company be liable for any indirect, special, incidental, consequential or punitive damages, loss of use, loss of profits, revenue, interest or business or loss or corruption of data, whether in an action in contract, tort (including but not limited to negligence), equity or otherwise in connection with the Services. Subject to the above our liability to you arising from the Company’s negligence or failure will be limited to £100.

7.0 INTELLECTUAL PROPERTY

The User acknowledges and agrees that the Company owns all right, title and interest in and to the Services and the Website, including without limitation all Intellectual Property Rights, and such rights are protected by English and international intellectual property laws. The User expressly acknowledges and agrees, that it will not copy, reproduce, alter, modify, or create derivative works from the Services and/or the Website.

8.0 PRIVACY AND DATA PROTECTION

For further information about how we use your personal information please see our Privacy Policy available at [our website](#). The Privacy Policy sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of processing of the different categories of personal data.

You must also accept the Information Governance Statement available when you authenticate to the service to confirm you understand your data processing responsibilities in relation to the service.

9.0 MISCELLANEOUS

Any notice given under these Terms of Use by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to the Company must be sent to hello@thamos.co.uk or to any other email address notified by email to the User by the Company. Notices to the User will be sent to the email address which the User provided when setting up its access to the Services. These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales.

