

Red Star – Terms and Conditions

(G-Cloud Framework)

1. Definitions

In these Terms and Conditions:

- **“Supplier”** means Red Star.
- **“Buyer”** means the public sector organisation entering into a G-Cloud Call-Off Contract.
- **“Services”** means the cloud software and associated support services described in the applicable Service Definition.
- **“Call-Off Contract”** means the agreement formed under the G-Cloud Framework between the Buyer and the Supplier.
- **“Data”** means all data provided to or generated within the service by or on behalf of the Buyer.

2. Scope of agreement

These Terms and Conditions apply to all services provided by Red Star under the G-Cloud Framework.

The Services shall be provided in accordance with:

- the applicable Service Definition
- the applicable Pricing Document
- the G-Cloud Call-Off Contract

In the event of any conflict, the Call-Off Contract shall take precedence.

3. Service provision

Red Star shall provide the Services as described in the relevant Service Definition published on the Digital Marketplace.

The Services are intended to support clinical and operational workflows but **do not replace professional clinical judgement.**

No automated clinical decision-making is performed unless explicitly agreed and documented.

4. Contract term

Call-Off Contracts may be entered into for a maximum period of **24 months**, inclusive of any extensions, in accordance with G-Cloud framework rules.

5. Charges and payment

Charges shall be calculated in accordance with the applicable Pricing Document.

Unless otherwise agreed:

- charges are invoiced in line with the pricing model described in the Pricing Document
- invoices are payable within **30 days** of the invoice date
- all charges are exclusive of VAT
- VAT will be applied at the prevailing rate at the time of invoicing

6. Invoicing and reconciliation

Where pricing is based on estimated usage or activity:

- an estimated annual value may be agreed at contract commencement
- invoices may be issued periodically in accordance with the agreed schedule
- actual usage may be confirmed at the end of the contract year
- any over- or under-payment will be resolved by credit or balancing invoice

No additional in-year charges will be applied unless expressly agreed in writing.

7. Data protection and information governance

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

- the Buyer acts as **Data Controller**
- Red Star acts as **Data Processor**

Red Star shall:

- process personal data only on documented instructions from the Buyer
- implement appropriate technical and organisational security measures
- support completion of DPIAs where required
- notify the Buyer without undue delay of any personal data breach

Data shall be processed solely for the purposes of delivering the Services.

8. Information security

Red Star maintains appropriate technical and organisational measures to protect information, including:

- encryption in transit and at rest
- role-based access controls
- audit logging
- secure hosting within UK-based cloud infrastructure

Security controls align with recognised good practice, including Cyber Essentials Plus. ISO/IEC 27001 certification is planned, with implementation underway.

9. Confidentiality

Each party shall keep confidential any information disclosed by the other party that is marked or reasonably understood to be confidential.

Confidentiality obligations shall survive termination of the contract.

10. Availability and maintenance

Service availability targets are described in the Service Definition.

Planned maintenance may be carried out to ensure security and stability. Where possible, customers will be notified in advance.

Emergency maintenance may be undertaken where required to protect the service or data.

11. Support services

Support arrangements, hours and escalation processes are described in the Service Definition.

Support is provided during UK business hours unless otherwise agreed.

12. Change control

Configuration changes or service modifications shall be managed through an agreed change control process.

Material changes affecting scope, cost, or governance require written agreement by both parties.

Changes shall not compromise clinical safety, information governance, or regulatory compliance.

13. Subcontractors

Red Star may use subcontractors (including cloud hosting providers) to deliver the Services.

Red Star remains fully responsible for the performance of the Services and compliance with these Terms.

14. Intellectual property

All intellectual property rights in the Services remain the property of Red Star.

The Buyer retains ownership of all Buyer Data.

No intellectual property rights are transferred under this agreement.

15. Exit management and data return

Upon termination or expiry of the Call-Off Contract:

- the Buyer may request an export of its data in commonly used formats (such as CSV)
- data export will be supported subject to information governance approval
- following confirmation of successful export, Buyer data will be securely deleted within an agreed timeframe

16. Termination

Either party may terminate the Call-Off Contract:

- for convenience with **30 days' written notice**
- immediately for material breach not remedied within a reasonable period
- immediately where required by law

Termination shall not affect accrued rights or obligations.

17. Liability

Each party's total liability under the Call-Off Contract shall be limited to the total charges paid or payable in the preceding 12 months.

Neither party shall be liable for indirect or consequential loss, including loss of profit or business.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be excluded by law.

18. Force majeure

Neither party shall be liable for failure to perform its obligations where such failure results from events beyond its reasonable control.

19. Assignment

The Buyer may not assign or transfer the contract without written consent.

Red Star may assign the contract as part of a corporate restructure or business transfer with prior notice.

20. Governing law

These Terms and Conditions shall be governed by and construed in accordance with the **law of England and Wales**.

21. Severability

If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, unlawful or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable.

If such modification is not possible, the relevant provision shall be deemed deleted.

Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the remaining provisions of these Terms and Conditions.

22. Entire agreement

These Terms and Conditions, together with the Service Definition, Pricing Document and Call-Off Contract, constitute the entire agreement between the parties.