



G-Cloud 15 - FMIS Service Terms Software as a Service (SaaS)

Version: 1.0

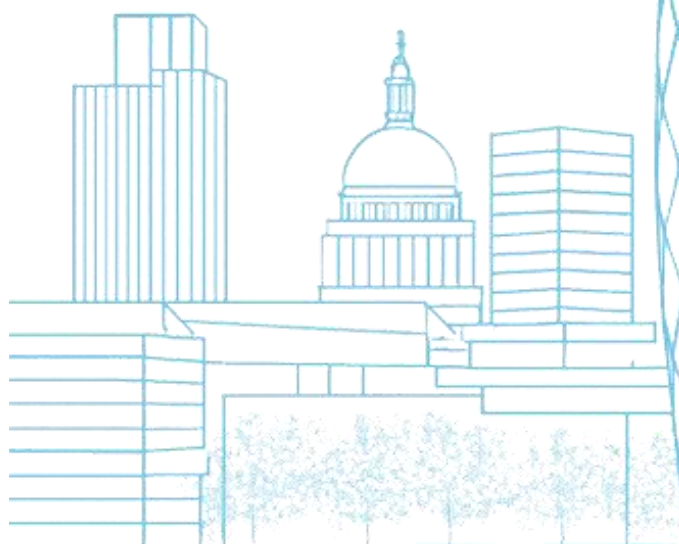
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This document forms part of the FMIS G-Cloud 15 service submission and describes the scope, delivery and operation of the FMIS Fixed Assets service. It is maintained by FMIS and reviewed to ensure it remains accurate and consistent with the applicable service offering and contractual terms.



1. About these terms

These G-Cloud Service Terms apply to software services provided by Financial and Management Information Systems Limited (FMIS) through the G-Cloud framework.

They describe the standard terms under which FMIS provides its software-as-a-service (SaaS) offerings to public sector customers and are intended to be clear, proportionate and suitable for G-Cloud procurement.

These G-Cloud Service Terms apply alongside the CCS G-Cloud Call-Off Contract.

2. The service

FMIS provides access to the contracted software service on a software-as-a-service (SaaS) basis for the duration of the contract term.

The service is:

- hosted and managed by FMIS
- accessed via a standard web browser
- provided as a shared, centrally managed service

No client-side software installation is required for standard browser access.

3. Using the service

Access to the service is limited to users authorised by the customer under the applicable Call-Off Contract.

The customer is responsible for:

- ensuring only authorised users access the service
- keeping access credentials secure
- using the service in accordance with applicable law and FMIS documentation

The customer remains responsible for the actions of its authorised users.

4. Support and availability

Support

Standard support is provided during UK business hours, Monday to Friday, excluding public holidays.

Support is provided by email and telephone and is prioritised by FMIS based on impact and severity.

Availability

FMIS targets 99.9% service availability per calendar month, excluding scheduled maintenance and permitted downtime.

Any service levels, targets or remedies are governed by the applicable service level provisions.

5. Data protection and security

Each party shall comply with applicable data protection legislation.

For data protection purposes:

- the customer is the data controller
- FMIS is the data processor

Personal data is processed in accordance with the Data Processing Agreement incorporated into the FMIS Licence Agreement.

Customer data is hosted in the United Kingdom, unless otherwise agreed in writing.

FMIS operates an information security management framework aligned with ISO/IEC 27001 and applies appropriate technical and organisational security measures.

6. Fees and payment

Fees are payable in accordance with the applicable Call-Off Contract.

Unless otherwise agreed:

- subscription fees are invoiced in advance
- professional services are invoiced as delivered

Invoices are payable within 30 days of receipt.

7. Contract term and termination

The contract term is as stated in the applicable Call-Off Contract.

Either party may terminate the contract for material breach, subject to a reasonable opportunity to remedy.

Termination for convenience during the minimum contract term is not permitted unless expressly agreed in the Call-Off Contract.

8. Exit and data return

The customer may export its data from the service at any time during the contract term.

On termination or expiry:

- the customer is responsible for exporting its data
- FMIS will delete customer data within a reasonable period, subject to legal or regulatory retention requirements

No exit fees apply for standard offboarding.

9. Intellectual property

All intellectual property rights in the software and service remain with FMIS.

The customer retains ownership of its data.

No rights are granted other than those expressly set out in these G-Cloud Service Terms and the applicable Call-Off Contract.

10. Liability

Nothing in these terms limits liability for:

- death or personal injury caused by negligence
- fraud or fraudulent misrepresentation
- any liability which cannot be excluded by law

Subject to this, each party's total liability is limited to the fees paid or payable in the 12 months preceding the claim.

Neither party is liable for indirect or consequential loss.

11. Confidentiality

Each party shall keep the other party's confidential information confidential and use it only for the purposes of providing or using the service.

Confidentiality obligations continue after the contract ends.

12. Governing law

These G-Cloud Service Terms are governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.