

SIM RESOURCE BOOKING TERMS AND CONDITIONS

G-Cloud 15 Framework

Lot 2b: Software as a Service (SaaS)

Bounce Agency Ltd

Version 1.0

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

"Agreement" means the contract between the Supplier and the Customer for the provision of the Service, comprising these Terms and Conditions, the Service Definition, the Pricing Document, and any Order Form.

"Authorised Users" means the Customer's employees, agents, and contractors who are authorised to access and use the Service.

"Confidential Information" means all information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential.

"Customer" means the organisation purchasing the Service under the G-Cloud 15 Framework.

"Customer Data" means all data, content, and information (including personal data) created, submitted, or uploaded by the Customer or Authorised Users to the Service.

"Data Protection Laws" means all applicable laws and regulations relating to the processing of personal data, including the UK General Data Protection Regulation and the Data Protection Act 2018.

"Documentation" means the user guides, manuals, and technical documentation provided by the Supplier for the Service.

"G-Cloud Framework" means the G-Cloud 15 Framework Agreement established by the Crown Commercial Service.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trademarks, business names, domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, and all other intellectual property rights.

"Resource" means any bookable space, equipment, or asset managed within the Service including rooms, desks, equipment, vehicles, and facilities.

"Service" means SIM Resource Booking, the software-as-a-service platform provided by the Supplier as described in the Service Definition.

"Service Definition" means the document describing the features, capabilities, and technical specifications of the Service.

"SLA" means the Service Level Agreement set out in Section 8 of these Terms and Conditions.

"Subscription Fee" means the annual fee payable by the Customer for access to the Service, calculated based on the number of Resources managed.

"Supplier" means Bounce Agency Ltd, company number 07375930, registered office at 162-168 Regent Street, Linen Hall, 5th Floor, London W1B 5TF.

"Term" means the period during which the Service is provided, as specified in the Order Form.

1.2 Interpretation

In these Terms and Conditions:

- References to sections and clauses are to sections and clauses of these Terms and Conditions.
- Headings are for convenience only and do not affect interpretation.
- Words in the singular include the plural and vice versa.
- References to any statute or statutory provision include any modification or re-enactment thereof.
- References to "writing" or "written" include email.

2. SERVICE PROVISION

2.1 Service Grant

Subject to the Customer's compliance with these Terms and Conditions and payment of the Subscription Fee, the Supplier grants the Customer a non-exclusive, non-transferable right to access and use the Service during the Term solely for the Customer's internal business purposes.

2.2 Service Features

The Service provides the features and functionality described in the Service Definition, including:

- Resource booking and scheduling management
- Asset lifecycle management and tracking
- Safety inductions and access control
- Payment processing for paid bookings (subject to separate transaction fees)
- Calendar integration and synchronisation
- Reporting and analytics
- API access for third-party integrations
- Mobile-responsive web interface

2.3 Service Modifications

The Supplier reserves the right to modify, update, or enhance the Service from time to time. The Supplier will provide reasonable notice of material changes that adversely affect the Customer's use of the Service. Continued use of the Service following such changes constitutes acceptance of the modifications.

2.4 Service Restrictions

The Customer shall not:

- Use the Service for any unlawful purpose or in violation of any applicable laws or regulations
- Attempt to gain unauthorised access to the Service or related systems
- Interfere with or disrupt the integrity or performance of the Service
- Reverse engineer, decompile, or disassemble any part of the Service
- Remove, alter, or obscure any proprietary notices on the Service
- Use the Service to transmit viruses, malware, or other harmful code
- Sublicense, resell, or provide access to the Service to third parties
- Use the Service in a manner that exceeds reasonable usage limits
- Copy, reproduce, or create derivative works of the Service

2.5 Third-Party Services

The Service may integrate with or provide access to third-party services (such as payment gateways, calendar systems, and CRM platforms). The Supplier is not responsible for the

availability, functionality, or content of third-party services. The Customer's use of third-party services is governed by the terms and conditions of those third parties.

3. CUSTOMER OBLIGATIONS

3.1 Account Registration

The Customer must provide accurate and complete information when registering for the Service and must keep this information up to date. The Customer is responsible for maintaining the confidentiality of account credentials and for all activities that occur under the account.

3.2 Authorised Users

The Customer shall:

- Ensure that Authorised Users comply with these Terms and Conditions
- Be responsible for all acts and omissions of Authorised Users
- Ensure that access credentials are not shared between users
- Promptly notify the Supplier of any unauthorised access or security breach
- Immediately disable access for any user who is no longer authorised

3.3 Customer Data

The Customer:

- Retains all ownership rights in Customer Data
- Is solely responsible for the accuracy, quality, and legality of Customer Data
- Shall ensure Customer Data does not infringe third-party rights
- Grants the Supplier a licence to use Customer Data solely for providing the Service
- Acknowledges that the Supplier is not responsible for loss or corruption of Customer Data
- Is responsible for maintaining backups of Customer Data

3.4 Acceptable Use

The Customer shall ensure that its use of the Service:

- Complies with all applicable laws and regulations
- Does not infringe the rights of any third party
- Does not contain unlawful, harmful, or offensive content
- Does not disrupt or interfere with other customers' use of the Service
- Adheres to reasonable usage limits specified in the Service Definition

3.5 System Requirements

The Customer is responsible for procuring and maintaining the equipment, internet connectivity, and software necessary to access and use the Service, including compatible web browsers and adequate internet bandwidth.

4. ACCESS AND SECURITY

4.1 User Authentication

Access to the Service requires authentication via:

- Username and password with configurable complexity requirements
- Multi-Factor Authentication (MFA) where enabled
- Single Sign-On (SSO) integration where configured

4.2 Security Measures

The Supplier implements and maintains appropriate technical and organisational security measures including:

- Encryption of data at rest (AES-256) and in transit (TLS 1.2+)
- Regular security assessments and penetration testing
- Access controls and audit logging
- Business continuity and disaster recovery procedures
- Security incident response procedures
- Compliance with ISO 27001 principles and Cyber Essentials certification

4.3 Security Incidents

The Supplier will notify the Customer without undue delay upon becoming aware of any security incident that affects the confidentiality, integrity, or availability of Customer Data. The Supplier will take reasonable steps to investigate and remediate security incidents and provide the Customer with relevant information about the incident.

4.4 Audit Rights

The Customer may request evidence of the Supplier's compliance with security obligations under these Terms and Conditions. The Supplier will provide relevant audit reports, certifications, and attestations on reasonable request, subject to confidentiality obligations.

5. FEES AND PAYMENT

5.1 Fees

The Customer shall pay the following fees (all exclusive of VAT):

Subscription Fee: Annual fee based on the number of Resources managed, as specified in the Pricing Document. The Subscription Fee includes unlimited bookings, unlimited Authorised Users, and all standard features.

Setup Fee: One-off fee of 10% of the Year 1 Subscription Fee, covering system configuration, data migration, integration setup, and onboarding.

Transaction Fees: For organisations using integrated payment processing for paid bookings: 2% of booking value plus Stripe processing fees.

Optional Modules: Annual fees for optional features as specified in the Pricing Document.

Professional Services: Day rates for Technical Account Managers, custom development, training, and consultancy as specified in the Pricing Document.

5.2 Invoicing

- Subscription Fee: Invoiced annually in advance
- Setup Fee: Invoiced upon contract acceptance
- Transaction Fees: Invoiced monthly in arrears
- Optional Modules: Invoiced annually in advance
- Professional Services: Invoiced upon completion

5.3 Payment Terms

All invoices are payable within 30 days of the invoice date ("Net 30 days"). Payment shall be made by BACS transfer or other method agreed in writing. The Supplier complies with the Prompt Payment Code.

5.4 Late Payment

If payment is not received by the due date, the Supplier reserves the right to charge interest at the rate of 4% above the Bank of England base rate on overdue amounts. If payment remains outstanding for more than 30 days after the due date, the Supplier may suspend access to the Service upon providing 7 days' written notice.

5.5 Price Changes

The Subscription Fee is fixed for the initial 12-month period. Thereafter, the Supplier may increase fees annually by no more than 5% or the Consumer Price Index (CPI), whichever is lower. The Supplier will provide at least 90 days' written notice of any price increase. If the Customer does not accept the increase, either party may terminate this Agreement upon 30 days' written notice.

5.6 Resource Number Changes

If the number of Resources managed increases during the Term, the Supplier will adjust the Subscription Fee pro-rata and invoice the additional amount. Adjustments take effect at the next renewal date. Decreases of more than 20% require 90 days' written notice and take effect at renewal.

5.7 Taxes

All fees are exclusive of VAT and other applicable taxes, duties, or charges, which shall be added to invoices at the prevailing rate. The Customer is responsible for payment of all taxes associated with the Service.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Supplier IP

The Supplier retains all Intellectual Property Rights in and to the Service, including all software, technology, processes, algorithms, designs, documentation, and materials provided as part of the Service. Nothing in this Agreement transfers any Intellectual Property Rights in the Service to the Customer.

6.2 Customer Data

The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants the Supplier a non-exclusive, royalty-free licence to use, store, transmit, and process Customer Data solely for the purpose of providing the Service and fulfilling the Supplier's obligations under this Agreement.

6.3 Feedback

If the Customer provides feedback, suggestions, or recommendations regarding the Service, the Supplier may use such feedback without obligation or compensation to the Customer. All feedback shall be deemed non-confidential.

6.4 Third-Party IP

The Service may incorporate or integrate with third-party software, libraries, or services. Such third-party components are licensed to the Customer in accordance with their respective licence terms.

7. DATA PROTECTION AND PRIVACY

7.1 Data Protection Compliance

Both parties shall comply with their respective obligations under Data Protection Laws. The Supplier shall process personal data on behalf of the Customer in accordance with the Customer's documented instructions and Data Protection Laws.

7.2 Data Processing

The parties acknowledge that:

- The Customer is the data controller and the Supplier is the data processor
- The subject matter and purpose of processing is the provision of the Service
- The types of personal data processed include user account information, booking records, and usage data
- Categories of data subjects include Customer employees, contractors, and end users

7.3 Supplier Obligations

The Supplier shall:

- Process personal data only on documented instructions from the Customer
- Ensure that persons authorised to process personal data are subject to confidentiality obligations
- Implement appropriate technical and organisational measures to ensure data security
- Engage sub-processors only with prior written authorisation from the Customer
- Assist the Customer in responding to data subject requests
- Notify the Customer without undue delay of any personal data breach
- Delete or return personal data to the Customer upon termination
- Make available all information necessary to demonstrate compliance

7.4 Data Location

All Customer Data is stored and processed within AWS UK regions (London and Manchester). The Supplier will not transfer Customer Data outside the United Kingdom without the Customer's prior written consent, except where required by applicable law.

7.5 Sub-Processors

The Customer consents to the Supplier engaging AWS as a sub-processor for hosting and infrastructure services. The Supplier will notify the Customer of any intended changes concerning the addition or replacement of sub-processors, giving the Customer the opportunity to object to such changes.

7.6 Data Subject Rights

The Supplier will assist the Customer in responding to requests from data subjects exercising their rights under Data Protection Laws, including rights of access, rectification, erasure,

restriction of processing, data portability, and objection. The Customer acknowledges that the Supplier may charge reasonable fees for providing such assistance beyond standard service obligations.

8. SERVICE LEVELS AND SUPPORT

8.1 Availability Guarantee

The Supplier guarantees 99.9% availability of the Service, measured monthly. Availability is calculated as the percentage of time the Service is accessible and operational, excluding:

- Planned maintenance windows (notified with 5 working days' advance notice)
- Force majeure events
- Issues caused by Customer actions or failures
- Third-party service failures beyond the Supplier's control
- Customer's internet connectivity issues

8.2 Service Credits

If monthly availability falls below 99.9%, the Customer is entitled to service credits as follows:

- 99.0%–99.89% availability: 5% of monthly Subscription Fee
- 95.0%–98.99% availability: 10% of monthly Subscription Fee
- Below 95.0% availability: Up to 50% of monthly Subscription Fee

Service credits are the Customer's sole and exclusive remedy for availability failures. Credits are applied against future invoices and must be requested by raising a support ticket within 10 business days of the affected month. Service credits do not accumulate and expire if not used within 12 months.

8.3 Support Services

The Supplier provides standard support including:

- Online ticketing system, email, telephone, and web chat support
- Service hours: Monday to Friday, 09:00–17:00 UK time
- Response time: 4 working hours for all queries
- Queries received outside service hours responded to by 10:00 next working day

8.4 Support Response Priorities

Priority Level	Response Time
Critical (multiple users affected)	4 hours
High (individual user affected)	4 hours
Medium (minor issues with workarounds)	8 hours
Low (general queries, enhancements)	Next working day

8.5 Planned Maintenance

The Supplier will schedule planned maintenance outside UK business hours and provide at least 5 working days' notice via email and the service status dashboard. Planned maintenance is not counted against the availability guarantee.

8.6 Emergency Maintenance

The Supplier may perform emergency maintenance without prior notice if necessary to address critical security vulnerabilities or service-affecting issues. The Supplier will notify the Customer as soon as reasonably practicable and will restore service as quickly as possible.

9. LIABILITY AND INDEMNITY

9.1 Supplier Liability

Subject to the limitations and exclusions in this Section, the Supplier's total aggregate liability arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total Subscription Fees paid by the Customer in the 12 months preceding the event giving rise to the claim.

9.2 Excluded Losses

Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, loss of data, loss of business opportunity, or loss of goodwill, even if advised of the possibility of such damages.

9.3 Exceptions to Limitations

Nothing in this Agreement shall limit or exclude liability for:

- Death or personal injury resulting from negligence
- Fraud or fraudulent misrepresentation
- Breach of obligations regarding data protection
- Infringement of intellectual property rights
- Any liability that cannot be limited or excluded by applicable law

9.4 Customer Indemnity

The Customer shall indemnify and hold harmless the Supplier from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- Customer's breach of these Terms and Conditions
- Customer's use of the Service in violation of applicable laws
- Infringement of third-party rights by Customer Data
- Actions or omissions of Authorised Users
- Customer's negligence or willful misconduct

9.5 Supplier Indemnity

The Supplier shall indemnify and hold harmless the Customer from and against all claims that the Service (excluding Customer Data and third-party services) infringes the Intellectual Property Rights of any third party. This indemnity does not apply if the infringement arises from the Customer's modification of the Service or use in combination with third-party products.

10. TERM AND TERMINATION

10.1 Term

This Agreement commences on the date specified in the Order Form and continues for an initial period of 12 months (the "Initial Term"), unless terminated earlier in accordance with this Section. Following the Initial Term, this Agreement will automatically renew for successive 12-month periods (each a "Renewal Term") unless either party provides written notice of non-renewal at least 90 days before the end of the then-current term.

10.2 Termination for Convenience

Either party may terminate this Agreement for convenience by providing the other party with at least 90 days' written notice. Termination takes effect at the end of the then-current term. No refund of prepaid fees is due for termination for convenience.

10.3 Termination for Breach

Either party may terminate this Agreement immediately upon written notice if the other party:

- Commits a material breach of this Agreement and fails to remedy such breach within 30 days of receiving written notice
- Becomes insolvent, enters administration, or ceases business operations
- Commits a breach of security or data protection obligations

10.4 Effect of Termination

Upon termination or expiry of this Agreement:

- The Customer's right to access and use the Service immediately ceases
- All outstanding fees become immediately due and payable
- The Supplier will provide read-only access for up to 30 days to facilitate data extraction
- After the 30-day period, the Supplier will securely delete all Customer Data in accordance with its data deletion policy
- Provisions relating to fees, intellectual property, confidentiality, liability, and data protection survive termination

10.5 Data Extraction

Prior to termination, the Customer may extract all Customer Data via the admin dashboard or by requesting a full export from the Supplier. Data is provided in open, non-proprietary formats (CSV, JSON, XML, PDF). Standard data extraction is provided at no additional charge. The Customer is responsible for completing data extraction within the 30-day post-termination period.

10.6 Return of Data

Upon Customer request made within 30 days of termination, the Supplier will provide a complete export of Customer Data and will thereafter securely delete all copies of Customer

Data in its possession, except where retention is required by applicable law or for legitimate business purposes (such as backup retention policies, audit requirements, or dispute resolution).

11. GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement, together with the Service Definition, Pricing Document, and any Order Form, constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings relating to the subject matter. Each party acknowledges that it has not relied on any statement, representation, or warranty not expressly set out in this Agreement.

11.2 Variation

No variation of this Agreement shall be effective unless made in writing and signed by authorised representatives of both parties. The Supplier may update these Terms and Conditions by providing the Customer with 30 days' written notice. Continued use of the Service following such notice period constitutes acceptance of the updated terms.

11.3 Waiver

No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy. A waiver of any breach shall not constitute a waiver of any subsequent breach.

11.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves the same or similar economic effect.

11.5 Assignment

The Customer may not assign, transfer, or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided that the assignee agrees to be bound by these Terms and Conditions.

11.6 Third-Party Rights

This Agreement does not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999, except that affiliates and sub-processors of the Supplier may enforce provisions for their benefit.

11.7 Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations (other than payment obligations) to the extent that such failure or delay is caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, civil commotion, government actions, telecommunications failures, or cyber-attacks. The affected

party shall notify the other party promptly and use reasonable efforts to mitigate the effects of the force majeure event.

11.8 Confidentiality

Each party shall:

- Keep confidential all Confidential Information received from the other party
- Use Confidential Information solely for the purposes of this Agreement
- Not disclose Confidential Information to third parties without prior written consent
- Protect Confidential Information using the same degree of care as for its own confidential information
- Return or destroy Confidential Information upon termination

Confidential Information does not include information that:

- Is or becomes publicly available through no breach of this Agreement
- Was rightfully in the receiving party's possession prior to disclosure
- Is independently developed by the receiving party
- Is rightfully received from a third party without confidentiality obligations
- Must be disclosed by law or court order (with prior notice to the disclosing party)

11.9 Notices

All notices under this Agreement shall be in writing and sent to the addresses specified in the Order Form or as subsequently notified in writing. Notices may be delivered by hand, registered post, or email. Notices are deemed received:

- If delivered by hand: upon delivery
- If sent by registered post: 3 business days after posting
- If sent by email: upon transmission (provided no delivery failure notification is received)

11.10 Relationship of Parties

Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, or employment relationship between the parties. Neither party has authority to bind the other or to incur obligations on the other's behalf.

11.11 Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

11.12 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.

11.13 G-Cloud Framework

This Agreement is entered into pursuant to the G-Cloud 15 Framework Agreement. In the event of any conflict between these Terms and Conditions and the G-Cloud Framework Agreement, the G-Cloud Framework Agreement shall prevail to the extent of the conflict.

11.14 Compliance with Laws

Each party shall comply with all applicable laws, regulations, and industry standards in performing its obligations under this Agreement, including but not limited to:

- Data Protection Laws
- The Bribery Act 2010
- The Modern Slavery Act 2015
- Export control and sanctions regulations
- Health and safety legislation
- Environmental legislation

11.15 Publicity

Neither party shall issue any press release or make any public announcement regarding this Agreement without the prior written consent of the other party, except as required by law or regulatory authority. The Supplier may list the Customer as a reference customer and use the Customer's name and logo for marketing purposes unless the Customer objects in writing.

CONTACT INFORMATION

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END OF TERMS AND CONDITIONS