

Terms and Conditions

SIM Community Safety Manager

Supplier: Bounce Agency Ltd | **Company Number:** 07375930

G-Cloud 15 Framework: RM1557.15

Document Version: 2.0 | **Date:** November 2025

IMPORTANT NOTICE

These Terms and Conditions govern the provision of SIM Community Safety Manager services under the G-Cloud 15 framework (RM1557.15). By placing an order through the Digital Marketplace or Public Procurement Gateway, you agree to be bound by these terms together with the G-Cloud 15 Framework Agreement and Call-Off Contract.

1. Definitions and Interpretation

"Agreement" means these Terms and Conditions together with the Order Form, Service Definition, and Pricing Document.

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

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

"Customer Data" means all data, content, and materials provided by the Customer or generated through use of the Service.

"Framework Agreement" means the G-Cloud 15 Framework Agreement (RM1557.15) between Crown Commercial Service and the Supplier.

"Service" means SIM Community Safety Manager as described in the Service Definition.

"Supplier" means Bounce Agency Ltd, Company Number 07375930.

"Working Day" means Monday to Friday, 09:00-17:00 UK time, excluding public holidays in England and Wales.

2. Contract Formation and Term

2.1 Order Acceptance: The Agreement commences when the Supplier accepts the Customer's order via the Digital Marketplace or Public Procurement Gateway. The Supplier will confirm acceptance in writing within 2 Working Days.

2.2 Contract Term: The initial contract term is 12 months from the Service Start Date specified in the Order Form. The contract shall automatically renew for successive 12-month periods unless terminated in accordance with Clause 14.

2.3 Framework Compliance: This Agreement incorporates and is subject to the G-Cloud 15 Framework Agreement. In case of conflict, the Framework Agreement takes precedence.

3. Service Provision

3.1 Service Delivery: The Supplier shall provide the Service in accordance with the Service Definition, exercising reasonable care and skill.

3.2 Service Availability: The Supplier guarantees 99.9% monthly availability, measured from 00:00 on the first day to 23:59 on the last day of each calendar month. Scheduled maintenance windows notified 7 days in advance are excluded.

3.3 Service Modifications: The Supplier may modify the Service to improve functionality, security, or compliance. Material changes affecting core features will be notified 30 days in advance. Updates that reduce functionality will not be implemented without Customer agreement.

3.4 Implementation: Implementation will commence within 5 Working Days of order acceptance. Standard implementation takes 3 weeks and includes configuration, data migration, and training as specified in the Service Definition.

4. Customer Obligations

4.1 Authorised Use: The Customer shall ensure Authorised Users comply with these Terms and use the Service only for lawful purposes.

4.2 Account Security: The Customer is responsible for maintaining confidentiality of login credentials and must notify the Supplier immediately of any unauthorised access.

4.3 Cooperation: The Customer shall provide timely access to personnel, information, and systems reasonably required for Service delivery and support.

4.4 Acceptable Use: The Customer shall not: (a) attempt to gain unauthorised access to the Service or related systems; (b) transmit malicious code or conduct security testing without written permission; (c) use the Service to store or transmit unlawful material; (d) interfere with other users' access.

5. Fees and Payment (UPDATED)

5.1 Fees: Fees comprise: (a) Platform Fee of £3,000 per annum; (b) Emergency Alert Contact fees based on number of contacts as specified in the Pricing Document; (c) optional Protocol Management fees of £50 per active user per month; (d) Message Credits for SMS and voice alerts. All fees are exclusive of VAT.

5.2 Invoicing: Platform Fee and Emergency Alert Contact fees are invoiced annually in advance. Protocol Management fees are invoiced monthly in advance for each active user. Message Credits are invoiced monthly in arrears based on actual usage. Setup fees are invoiced upon order acceptance.

5.3 Payment Terms: Payment is due within 30 days of invoice date. The Supplier complies with the Prompt Payment Code and will pay subcontractors within 30 days.

5.4 Late Payment: Interest on overdue amounts accrues daily at 4% above Bank of England base rate. The Supplier may suspend Services if payment is more than 30 days overdue, with 7 days written notice.

5.5 Price Changes: Prices are fixed for 12 months from the Service Start Date. Annual increases are capped at the lower of 5% or CPI. The Supplier will provide 90 days notice of price changes.

5.6 Contact Number Changes: The Customer may increase or decrease the number of Emergency Alert Contacts during the contract term. Increases take effect from the next renewal date. Decreases of more than 20% require 90 days notice and take effect at the next renewal date.

5.7 Active User Changes: The Customer may add or remove Protocol Management active users at any time. Additions are charged pro-rata from the date of activation. Removals take effect from the end of the current billing month with no refunds.

5.8 Message Credits: Message Credits for SMS and voice alerts are purchased as needed and invoiced monthly in arrears at the rates specified in the Pricing Document. Credits never expire and roll over between billing periods. Unused credits are non-refundable upon contract termination.

6. Data Protection and Security

6.1 Data Protection Compliance: The Supplier shall process Customer Data in accordance with UK GDPR and Data Protection Act 2018. The Supplier acts as Data Processor and the Customer as Data Controller.

6.2 Data Processing: The Supplier shall: (a) process Customer Data only on documented instructions from the Customer; (b) ensure authorised personnel are bound by confidentiality; (c) implement appropriate technical and organisational security measures; (d) assist with data subject rights requests; (e) notify the Customer of any data breach within 24 hours.

6.3 Data Location: All Customer Data is stored and processed in the United Kingdom (AWS eu-west-2 London region). Data will not be transferred outside the UK without prior written consent.

6.4 Security Measures: The Supplier implements: (a) encryption at rest (AES-256) and in transit (TLS 1.2+); (b) multi-factor authentication; (c) role-based access controls; (d) regular security testing including annual CREST-certified penetration testing; (e) 24/7 monitoring and incident response.

6.5 Audit Rights: The Customer may audit the Supplier's data protection and security practices annually with 30 days notice during Working Hours. The Supplier will provide SOC 2 Type II reports and ISO 27001 certificates upon request.

7. Intellectual Property Rights

7.1 Supplier IP: All intellectual property rights in the Service, including software, documentation, and trademarks, belong to the Supplier or its licensors. The Customer receives a non-exclusive, non-transferable licence to use the Service during the contract term.

7.2 Customer Data: The Customer retains all intellectual property rights in Customer Data. The Customer grants the Supplier a licence to process Customer Data solely to provide the Service.

7.3 Usage Restrictions: The Customer shall not: (a) copy, modify, or create derivative works of the Service; (b) reverse engineer, decompile or disassemble the Service; (c) remove proprietary notices; (d) sublicense or transfer access rights.

8. Confidentiality

8.1 Confidential Information: Each party shall keep confidential all information disclosed by the other party that is marked as confidential or would reasonably be considered confidential.

8.2 Exceptions: Confidentiality obligations do not apply to information that: (a) is publicly available; (b) was known before disclosure; (c) is independently developed; (d) is disclosed under legal obligation.

8.3 Duration: Confidentiality obligations survive termination for 3 years.

9. Warranties and Representations

9.1 Supplier Warranties: The Supplier warrants that: (a) it has authority to enter this Agreement; (b) the Service will be provided with reasonable care and skill; (c) the Service will substantially conform to the Service Definition; (d) it will comply with applicable laws.

9.2 Customer Warranties: The Customer warrants that: (a) it has authority to enter this Agreement; (b) Customer Data does not infringe third party rights; (c) it will comply with applicable laws.

9.3 Disclaimer: Except as expressly stated, all warranties, conditions and terms (whether express or implied by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

10. Limitation of Liability

10.1 Unlimited Liability: Nothing in this Agreement excludes or limits liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of data protection obligations; (d) any liability that cannot be excluded by law.

10.2 Annual Cap: Subject to Clause 10.1, each party's total aggregate liability arising from this Agreement shall not exceed the fees paid or payable in the 12 months preceding the claim.

10.3 Excluded Losses: Neither party shall be liable for: (a) loss of profits; (b) loss of business; (c) loss of revenue; (d) loss of anticipated savings; (e) loss of data (except as covered by Clause 10.1(c)); (f) indirect or consequential loss.

10.4 Service Credits: For availability failures, the Customer's sole remedy is service credits as specified in the Service Definition. Service credits are calculated as a percentage of monthly subscription fees.

11. Support and Maintenance

11.1 Standard Support: Included support is available Monday-Friday 09:00-17:00 UK time via email, phone, and web portal. Response times: Critical issues within 4 hours, non-critical next Working Day.

11.2 Enhanced Support: Silver and Gold support packages are available for additional fees as specified in the Pricing Document.

11.3 Planned Maintenance: Scheduled maintenance is performed outside UK business hours with 7 days notice. Emergency maintenance may be performed with reasonable notice.

12. Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond reasonable control including acts of God, war, terrorism, civil disorder, industrial disputes, government restrictions, pandemic, or failure of telecommunications or power supplies. The affected party must notify the other promptly and use reasonable efforts to minimise impact. If force majeure continues for more than 90 days, either party may terminate on 14 days notice.

13. Changes and Variations

13.1 Service Changes: The Customer may request changes to service configuration, user numbers, or optional features via the support portal. Changes affecting fees require written approval.

13.2 Contract Variations: Variations to these Terms require written agreement signed by authorised representatives of both parties.

13.3 Change of Control: Either party must notify the other within 14 days of a change of control (acquisition, merger, or transfer of 50%+ ownership). The notified party may terminate on 90 days notice if the change materially affects service delivery or creates a conflict of interest.

14. Termination

14.1 Termination for Convenience: Either party may terminate by giving 90 days written notice at any time after the initial 12-month term.

14.2 Termination for Breach: Either party may terminate immediately if: (a) the other commits a material breach and fails to remedy within 30 days of written notice; (b) the other becomes insolvent or enters administration.

14.3 Termination for Extended Outage: The Customer may terminate immediately if Service availability falls below 95% for 3 consecutive months.

14.4 Effect of Termination: Upon termination: (a) the Customer shall pay all outstanding fees up to the termination date; (b) all licences granted under this Agreement shall immediately cease; (c) each party shall return or destroy Confidential Information.

15. Exit Management and Data Return

15.1 Exit Assistance: Upon expiry or termination, the Supplier shall provide: (a) read-only access for 30 days at no additional charge; (b) assistance with data export (up to 5 hours included, additional time charged at standard rates); (c) documentation of system configurations and settings.

15.2 Data Export: The Customer may export all Customer Data in open formats (CSV, JSON, PDF) via the admin interface or by request to the support team. No additional fees apply for standard data extraction.

15.3 Data Deletion: Customer Data shall be securely deleted 30 days after contract termination in accordance with ISO 27001 data destruction procedures. The Supplier will provide written confirmation of deletion upon request.

15.4 Transition Services: Optional post-contract services are available including: data transformation assistance, extended access periods, migration consultancy, and formal handover workshops. These are charged at standard professional services rates.

16. General Provisions

16.1 Entire Agreement: This Agreement, together with the Order Form, Service Definition, and Pricing Document, constitutes the entire agreement and supersedes all prior agreements and understandings.

16.2 Notices: Notices must be in writing to the addresses specified in the Order Form. Email is acceptable for operational communications but not for termination notices.

16.3 Assignment: Neither party may assign or transfer this Agreement without prior written consent, except the Supplier may assign to a group company or successor following a change of control.

16.4 Subcontracting: The Supplier may subcontract Service delivery but remains responsible for subcontractor performance. Critical subcontractors include AWS (hosting) and message delivery providers.

16.5 Severability: If any provision is held invalid or unenforceable, it shall be severed and the remaining provisions shall continue in full force.

16.6 Waiver: No waiver of any breach shall constitute waiver of any other breach. All waivers must be in writing.

16.7 Third Party Rights: This Agreement does not confer rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

16.8 Relationship: The parties are independent contractors. Nothing creates a partnership, agency, or employment relationship.

16.9 Governing Law: This Agreement is governed by the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales.

16.10 Dispute Resolution: Parties shall attempt to resolve disputes amicably through senior management escalation for 30 days before commencing legal proceedings.

17. Modern Slavery and Social Value

17.1 Modern Slavery: The Supplier warrants compliance with the Modern Slavery Act 2015 and maintains a published Modern Slavery Statement. The Supplier shall notify the Customer immediately of any suspected or actual slavery or human trafficking in its supply chain.

17.2 Social Value: The Supplier supports UK jobs and skills development, promotes diversity and inclusion, and operates carbon reduction plans aligned with UK Net Zero commitments.

18. G-Cloud 15 Framework Provisions

18.1 Management Charge: The Customer shall pay Crown Commercial Service a management charge of 0.75% of invoiced amounts. This charge is passed through by the Supplier on invoices.

18.2 Management Information: The Supplier shall report contract values and performance data to Crown Commercial Service monthly as required by the Framework Agreement.

18.3 Framework Expiry: If the G-Cloud 15 Framework Agreement expires or terminates, this Agreement shall continue until its natural expiry or termination under Clause 14, but the Customer may terminate on 30 days notice.

Bounce Agency Ltd

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These Terms and Conditions cannot be changed while the G-Cloud 15 framework is live.

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