



G-Cloud 15 Terms & Conditions of Service

January 2026

Introduction

In these terms and conditions, EARL Health Technology Ltd is referred to as “EARL” and the party to whom the proposal is addressed is referred to as “the Client” (collectively “the Parties” or individually “the Party”), the services and deliverables are detailed in the Proposal. The offer outlined in our Proposal is open for acceptance by the Client for a period of 30 days after which the offer shall lapse, unless otherwise notified by EARL.

Revision History

Version	Date	Summary of Changes	Updated by
1	04/05/2024	Version one	LR
1.1	20/01/2025	Updated content	LR

Table of Contents

G-Cloud 15 Terms & Conditions of Service.....	1
Introduction.....	2
Revision History.....	2
Table of Contents.....	3
1. The agreement.....	4
2. Provision of Services and Deliverables.....	4
3. Client's Obligations.....	4
4. Fees and Payment.....	5
5. Confidentiality.....	5
6. Limitations and Exclusions.....	7
7. Intellectual Property and Rights of Use.....	7
8. Forecasts and Recommendations / Third Party Services.....	8
9. Termination.....	9
10. Non-Solicitation.....	9
11. Data Protection.....	9
12. Third Party Rights.....	9
13. Assignment.....	10
14. Publicity.....	10
15. Waiver.....	10
16. Notices.....	10
17. Force Majeure.....	10
18. Severability.....	11
19. Entire Agreement.....	11
20. Applicable Law & Jurisdiction.....	11

1. The agreement

- 1.1. The agreement made by the Parties comprises:
 - 1.1.1. EARL's Proposal as referred to in the Client Authorisation Form ("The Proposal")
 - 1.1.2. the Schedule of Charges where one has been included in the Proposal
 - 1.1.3. the Client Authorisation Form, and
 - 1.1.4. these terms and conditions

collectively the "Agreement" and shall be interpreted in the above order of priority in the event of any inconsistency or conflict with documents appearing later in the list taking priority over documents appearing earlier in the list.

- 1.2. The Agreement shall be deemed accepted by the Client upon the first of (i) the Client's signature of the Agreement, (ii) the Client's instruction to commence work, (iii) EARL starting work at the Client's site or (iv) the Client's payment of any agreed fee.
- 1.3. Variations or additions to the Agreement can be made. However, both Parties must agree to the variation or addition in writing and only a member of EARL's Management Group is authorised to make such variations or additions on behalf of EARL.

2. Provision of Services and Deliverables

- 2.1. EARL warrants that it will perform the services described in the Proposal with reasonable skills and care and in a good and workmanlike manner. The standard by which the performance of the services will be measured is the professional standard expected of an experienced provider of consultancy services.
- 2.2. EARL will use consultants with appropriate skills and experience of the provision of the services. EARL may only replace those consultants with consultants of suitable experience and suitability.
- 2.3. EARL agrees to deliver the services and deliverables within a reasonable time. Both parties will use all reasonable endeavours to meet any target date, project plan or time table referred to in the Agreement.

3. Client's Obligations

- 3.1. EARL will need to access the Client's facilities, information and resources for and during the provision of the services. The Client,

without charge to EARL, will provide access to these to the extent reasonably requested by EARL and shall cooperate with EARL to the extent reasonably required to achieve the objectives set out in the Agreement. The Client shall further make decisions and inform EARL of the results of those decisions when EARL reasonably requests it to do so for EARL's performance of the services.

- 3.2. 3.2 The Client will roll out according to the EARL standard roll out plan. Adaptations to this plan will be agreed prior to contract initiation by both parties.
- 3.3. 3.3 The Client will sign the NHS Information Governance documents outlined in the EARL information governance documentation.

4. Fees and Payment

- 4.1. The Agreement sets out the proposed fees, costs and expenses for the services. Fees based on time and materials or on an estimate do not constitute a fixed price.
- 4.2. All fees, costs and expenses referred to in the Agreement are exclusive of VAT, sales and similar taxes of any kind.
- 4.3. The Client shall pay all fees, costs and expenses related to the services upon presentation of EARL's invoices.
- 4.4. In the event that invoices are not paid within 30 days from presentation of the invoice, EARL will be entitled to suspend performance of the services and / or to charge interest on any outstanding amount.
- 4.5. Indexation will be applied to prices annually in line with RPI

5. Confidentiality

- 5.1. In this section "Confidential Information" means any information (in whatever form) which is of a confidential nature and which relates to a Party's business or that of its group companies (for the purposes of this Agreement, a group company is a company controlling, controlled by or under common control with a Party to this Agreement), the provision of the services or the Agreement and which disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") or which the Receiving Party learns during the provision of the services or otherwise as a result of entry into this Agreement.
- 5.2. The definition of Confidential Information does not include any information:

- 5.2.1. which is already known by the Receiving Party without an obligation of confidence; or
 - 5.2.2. which is or comes into the public domain without breach of this Agreement; or
 - 5.2.3. which is independently developed or created by the Receiving Party without use of the Confidential Information supplied; or
 - 5.2.4. lawfully received from a third party without obligation of confidence
- 5.3. The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as it treats its own confidential information and, as a minimum, with reasonable care.
- 5.4. During the provision of the services and for five (5) years from completion thereof or other termination of this Agreement, the Receiving Party agrees that it will:
- 5.4.1. keep the Disclosing Party's Confidential Information confidential; and
 - 5.4.2. subject to clause 5.5 below not disclose such Confidential Information to any third party.
- 5.5. The prohibition referred to in clause 5.4.2 above will not apply where disclosure of the Confidential Information is:
- 5.5.1. Reasonably required by a company within the same group;
 - 5.5.2. Reasonably required by the parties' advisers or sub-contractors;
- Provided that any disclosure as a result of the exceptions in clauses 5.5.1 and 5.5.2 above will only be made if such third party is under a no less onerous obligation of confidentiality than as set out in this Agreement.
- 5.5.3. Reasonably required if as part of the provision of the services the Client requires EARL to work with any third party supplier or other group company of the Client;
 - 5.5.4. Required by a court or by law or by a regulatory authority. The Receiving Party shall give as much notice to the Disclosing Party as is reasonably practicable in the circumstances, and the Receiving Party shall assist the Disclosing Party in limiting the extent of such disclosure;
 - 5.5.5. Consented to in writing by the other Party.

6. Limitations and Exclusions

- 6.1. Each Party accepts liability without limit for death or personal injury to any person due to its negligence or the negligence of its employees.
- 6.2. Each Party accepts liability for physical damage to or loss of the other Party's tangible property, if the damage or loss is due to its negligence or breach of contract. For the purposes of this clause, liability will be capped at £500,000 in respect of any one incident or series of connected incidents and is further capped at a maximum aggregate amount of £ 2,000,000 in respect of all claims falling within the ambit of this clause.
- 6.3. In respect of any liability other than those falling within clauses 6.1 and 6.2 above, each Party's total liability arising out of or in connection with the Agreement shall not exceed in aggregate 100% of the total fees payable by the Client under this Agreement.
- 6.4. Neither Party shall in any circumstances be liable to the other whether in contract, tort (including negligence) or otherwise for:
 - 6.4.1. Any loss of profit, loss of contracts, loss of benefit, loss of production, loss of availability, loss of data, loss of anticipated savings, loss of reputation, loss of goodwill or loss of use suffered or incurred directly or indirectly by the other Party.
 - 6.4.2. Any consequential, indirect or special loss or damage howsoever arising and of whatsoever nature.
 - 6.4.3. Any punitive or exemplary damages
- 6.5. Nothing in this Clause 6 shall affect or limit the Client's obligations to pay us sums properly due under the Agreement.
- 6.6. The express terms of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by the law.
- 6.7. Nothing in this Agreement shall limit a Party's liability for fraud, fraudulent, misrepresentation or deceit.

7. Intellectual Property and Rights of Use

- 7.1. Intellectual Property ("IP") means all forms of intellectual property,

including, without limitation, property in and rights under copyright, patents, conceptual solutions, circuit layout rights, performance rights, design rights, designs, database rights, trade names, trademarks, service marks, methodologies, ideas, processes, methods, tools and know-how and entitlement to make application for formal (or otherwise enhanced) rights of any such nature.

- 7.2. IP and rights to IP owned by either Party on the date of the Agreement or created outside the terms of this Agreement and all modifications thereto and derivative versions thereof created during the services ("Background IP") shall remain the property of that Party.
- 7.3. The Client hereby grants to EARL a royalty-free, non-exclusive, non-transferable licence to use the Client's Background IP as required to allow EARL to perform its obligations under the Agreement.
- 7.4. IP created or developed by EARL within the provision of the services ("Foreground IP") and rights to such IP will be owned by EARL.
- 7.5. 7.5 Upon completion of the services and on receipt of payment in full by EARL, EARL will grant to the Client a royalty-free, non-exclusive, non-transferable licence to use any Foreground IP and EARL's Background IP as required to allow the Client to use the deliverables produced by EARL for the objectives set out in the Agreement.
- 7.6. The licence referred to in clause 7.5 will be terminable by EARL if the Client uses or seeks to use the Foreground IP and EARL's Background IP for purposes other than those described in clause 7.5.
- 7.7. EARL warrants that to the best of EARL's knowledge and belief the results of the services shall not infringe the copyright of any third party.

8. Forecasts and Recommendations / Third Party Services

- 8.1. Statements made by EARL relating to the services, and all surveys, forecasts, recommendations and opinions (together "Forecasts") in the Agreement, or any report, presentation or other communication are made in good faith on the basis of information available at the time and such Forecasts are addressed on to the Client. Whilst EARL will use reasonable skill and care in the preparation of such Forecasts, they cannot be considered a representation, undertaking or warranty as to outcome or achievable results.
- 8.2. Implementation of the results of the services and the Client's completion of any Client project of which the services form part may

require the involvement or supervision of or giving advice to third parties engaged by the Client. EARL strongly recommends that the Client obtain independent advice before entering into any legally binding commitment with any such third parties.

- 8.3. EARL may, during its performance of the services, make statements about or recommendations of third party software, equipment or services. No warranty shall be attributable to EARL with respect to such software, equipment or services, and the Client shall look solely to the warranties and remedies provided by any such third party with whom it may contract.

9. Termination

- 9.1. Either Party may at any time and without cause terminate the Agreement on giving 30 days written notice of termination to the other Party.
- 9.2. Upon termination under clause 9.1, the Client shall pay EARL all sums due in respect of the services provided and expenses incurred prior to termination.
- 9.3. Either Party may terminate the Agreement forthwith by written notice if the other Party commits an act of bankruptcy or goes into liquidation or is put into liquidation (other than for a proper commercial purpose and whilst solvent) or a receiver is appointed or an administration order is made in respect of it.

10. Non-Solicitation

- 10.1. The Client shall not, either during the provision of the services or for a period of six months from completion, employ or offer employment to any member of EARL's project team.

11. Data Protection

- 11.1. Each Party warrants to the other that it has complied with and will continue to comply with the provisions of the Data Protection Act 1998 in relation to the Agreement.

12. Third Party Rights

- 12.1. No person or entity other than the Client shall have any rights to enforce any of the terms of the Agreement against EARL.
- 12.2. EARL does not accept any liability, howsoever arising, under the Agreement to any person or entity other than the Client

13. Assignment

- 13.1. Neither Party shall assign the Agreement without the other Party's prior written consent (not to be unreasonably withheld or delayed).

14. Publicity

- 14.1. The Client agrees that EARL may:
 - 14.1.1. Refer to the Client on its client lists.
 - 14.1.2. Refer to the nature of the services contracted for provided that the Client is not identified.
- 14.2. Neither Party shall make any statement about the services to the press or the public without the other Party's written consent.

15. Waiver

- 15.1. No failure, delay or indulgence by either Party in exercising any power or right under the Agreement shall operate as a waiver of that power or right.

16. Notices

- 16.1. Where the Client is required to give notice in writing to EARL, the notice must be addressed to the individual who signed the Agreement at the address set out in the Agreement with a copy to the Group Legal Advisor through contact@EARL.Health
- 16.2. Where EARL is required to give notice in writing to the Client, the notice will be addressed to the person who signed the Agreement (or that person's successor) at the address stated in the Agreement (or current place of business if EARL knows this to be different).
- 16.3. All notices in writing must be sent by email, post or delivered by hand to the addressee.
- 16.4. In the absence of evidence of earlier delivery:
 - 16.4.1. A notice sent by post will be deemed to have been served two business days after posting.
 - 16.4.2. A notice delivered by hand will be deemed received on delivery.

17. Force Majeure

- 17.1. Neither EARL nor the Client will be liable for any failure to perform their obligations, or delay in the performance of their obligations, if

the failure or delay is due to causes outside their reasonable control.

18. Severability

- 18.1. If any provision or part of a provision of the Agreement is held to be invalid, illegal or unenforceable that part shall be severed and the remaining provisions shall continue to be valid and enforceable as if the Agreement had been executed with the invalid provision omitted.

19. Entire Agreement

- 19.1. This Agreement constitutes the entire and only agreement in relation to the services and deliverables and supersedes all prior agreements, representations, understandings or discussions. Any terms or conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document do not form part of this Agreement. The Client acknowledges that any agreement, representation, understanding or discussion it wishes to rely upon has been recorded in the Agreement. The Client acknowledges that no reliance has been placed upon any agreement, representation, understanding or discussion that has not been embodied in this Agreement.

20. Applicable Law & Jurisdiction

- 20.1. The Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- 20.2. Any dispute arising out of or in connection with the Agreement will be subject to the exclusive jurisdiction of the English Courts. If you wish to provide some feedback on our services, or if you feel our services could be improved, or are in any way dissatisfied with our services we would invite you to contact the person identified in our Proposal. If you feel either that such a course of action is inappropriate, or that the matter is not resolved, you should contact EARL's Chief Executive Officer, either by writing to him at Leigh@EARL.Health or through our web site at <https://EARL.Health> under 'Contact us'. For further information about EARL as required under the Services Regulations, please refer to <https://earl.health>