

Actualised Living Ltd



Zone Scribe – Supplier Terms and Conditions (G-Cloud)

Supplemental terms for public sector customers purchasing Zone Scribe under the G-Cloud Framework Agreement.

Document File Name:	IBMS-DOC-03-ZP1M0-Zone Scribe - Supplier Terms and Conditions_G-Cloud 15-V1.00-Live		
Classification:	Level 2 – Restricted		
Document Reference:	03 - Terms and Definitions		
Owner:	Mark Nottingham	Status:	Live
Version number:	1.00		
Retention Period:	6 years		
Version Issue Date:	13 Jan 2026	Review Date:	13 Jan 2027

1. Application of Terms and Order of Precedence

1.1 These Supplier Terms and Conditions (the “Supplier Terms”) apply to the provision of the Zone Scribe service (the “Service”) by the Supplier to the Customer under the Framework Agreement.

1.2 The contract between the Supplier and the Customer consists of:

- The Call-Off Contract (including any Order Form and its Schedules) (the “Call-Off Contract”); the Framework Agreement; and these Supplier Terms.

1.3 If there is any conflict or inconsistency, the Call-Off Contract takes precedence, followed by the Framework Agreement, and then these Supplier Terms. These Supplier Terms do not amend or override any mandatory Crown Commercial Service (“CCS”) terms.

1.4 These Supplier Terms are intended to complement (and, where relevant, draw on) the Supplier’s standard Terms of Service for Zone Scribe, but for the avoidance of doubt the Terms of Service do not apply to the Customer except to the extent expressly incorporated into the Call-Off Contract.

2. Definitions and Interpretation

2.1 Capitalised terms used but not defined in these Supplier Terms have the meanings given in the Framework Agreement or the Call-Off Contract.

2.2 In addition, the following definitions apply:

Term	Meaning
“Authorised Users”	those personnel of the Customer (and, where permitted, the Customer’s contractors) authorised by the Customer to access and use the Service under the Call-Off Contract.
“Customer Data”	all data, content, documents, recordings, transcripts and other information submitted to,

	processed by or generated from the Service for the Customer, including Personal Data.
“Personal Data”	has the meaning given in UK GDPR.
“Third Party Functionality”	any software, data, applications, services or content provided by a third party and integrated with, or used to deliver, the Service.

3. Provision of the Service

3.1 The Supplier shall provide the Service in accordance with the Call-Off Contract and the applicable Service Definition.

3.2 The Service provides digital documentation, transcription, structured note generation and workflow support functionality.

3.3 The Service supports professional users and does not replace clinical or professional judgement. All outputs require human review and approval prior to operational or clinical use.

4. Access, Accounts and Authorised Users

4.1 Access to the Service is limited to Authorised Users. The Customer is responsible for ensuring that only Authorised Users access the Service and that access is promptly removed when no longer required.

4.2 The Customer shall ensure that Authorised Users keep credentials confidential, use strong authentication where available, and do not share accounts.

4.3 The Customer is responsible for all activity carried out under its accounts, except to the extent caused by the Supplier’s breach of the Call-Off Contract.

5. Acceptable Use and Customer Responsibilities

5.1 The Customer shall ensure that its use of the Service complies with applicable law, applicable organisational policies, and any usage policy notified by the Supplier and incorporated into the Call-Off Contract.

5.2 The Customer shall not (and shall ensure Authorised Users do not):

- attempt to reverse engineer, decompile, or create derivative works from the Service except to the extent permitted by law;
- introduce malicious code or expose the Service or Customer Data to reasonably avoidable cyber risks;
- use the Service in a manner that is unlawful, misleading, or infringes third party rights;
- resell, sublicense or provide the Service to any third party except as expressly permitted under the Call-Off Contract.

5.3 The Customer is responsible for ensuring it has all necessary notices, permissions and lawful bases to provide Customer Data to the Supplier for processing in connection with the Service, including any required patient or staff communications consistent with UK GDPR and applicable guidance.

6. Service Levels, Support and Maintenance

6.1 Service levels, availability targets, support hours and incident response arrangements are as set out in the Service Definition and the Call-Off Contract.

6.2 Planned maintenance will be carried out in accordance with the Call-Off Contract, with advance notice provided where reasonably practicable.

6.3 The Supplier may implement updates, patches and improvements to maintain security and performance. The Supplier will not materially reduce core functionality during the Call-Off Term except as permitted by the Call-Off Contract or required by law.

7. Fees and Invoicing

7.1 Charges (including pricing, invoicing and payment terms) are as set out in the Call-Off Contract.

7.2 The Supplier's website subscription pricing, auto-renewal terms and consumer-style refund mechanics do not apply to the Customer unless expressly agreed in the Call-Off Contract.

8. Data Protection and Data Use

8.1 The parties shall comply with the data protection obligations set out in the Call-Off Contract, UK GDPR and the Data Protection Act 2018.

8.2 The Customer is the Data Controller and the Supplier is the Data Processor (unless the Call-Off Contract states otherwise). The Supplier shall only process Personal Data in accordance with the Customer's documented instructions and the Call-Off Contract.

8.3 The Supplier shall use Customer Data solely to provide, secure, maintain and support the Service, meet its obligations under the Call-Off Contract, and comply with applicable law.

8.4 Customer Data shall not be used for training or improving artificial intelligence models (including foundation models) or for product development unrelated to the Customer's delivery of the Service, except to the extent explicitly permitted in the Call-Off Contract.

8.5 The Supplier may generate and use service telemetry and operational metrics that do not include Customer Data or Personal Data to monitor performance, capacity, reliability and security of the Service.

9. Security

9.1 The Supplier shall maintain appropriate technical and organisational measures to protect Customer Data in line with the security requirements set out in the Call-Off Contract and aligned to ISO 27001, ISO 9001, Cyber Essentials Plus and NHS DSPT requirements.

9.2 These measures include access control, encryption, audit logging, secure backup and incident management processes, as further described in the Service Definition and/or the Call-Off Contract.

9.3 The Supplier shall notify the Customer of relevant security incidents in accordance with the Call-Off Contract and applicable data protection law.

10. Clinical Safety, Regulatory Compliance and Human Oversight

10.1 The Service is designed to support, not automate, decision-making. Authorised Users must remain in the loop and are responsible for reviewing, validating and approving outputs before use.

10.2 The Service is operated in compliance with applicable clinical safety and regulatory obligations specified in the Call-Off Contract and Service Definition, including DCB0129 and DCB0160 where applicable.

10.3 The Customer shall promptly notify the Supplier of any adverse events or safety incidents associated with the Service, in accordance with the Call-Off Contract.

11. Intellectual Property Rights

11.1 Intellectual Property Rights are allocated in accordance with the Call-Off Contract.

11.2 The Supplier retains ownership of the Service and grants the Customer a licence to use the Service for the duration of the Call-Off Term for the Customer's internal business and operational purposes.

11.3 All Customer Data remains the property of the Customer. The Customer grants the Supplier a limited, non-exclusive licence to host, process and transmit Customer Data solely for the purposes set out in clause 8.3.

11.4 Feedback

- The Customer may provide feedback or suggestions. The Customer grants the Supplier a non-exclusive, worldwide, royalty-free licence to use such feedback to improve the Service, provided it does not include Customer Data or Personal Data.

12. Confidentiality

12.1 Confidentiality obligations apply as set out in the Call-Off Contract and survive termination.

12.2 Each party shall take reasonable steps to protect the other party's Confidential Information against unauthorised disclosure and shall promptly notify the other party of any suspected breach of confidentiality.

13. Subcontracting and Third Party Functionality

13.1 Subcontracting is permitted in accordance with the Call-Off Contract. The Supplier remains responsible for the acts and omissions of its subcontractors.

13.2 Where Third Party Functionality is used to deliver the Service, the Supplier will ensure that any such third parties are engaged as permitted subcontractors/processors under the Call-Off Contract and applicable data protection terms.

13.3 The Customer shall comply with any reasonable additional terms notified by the Supplier that are necessary to enable use of specific Third Party Functionality, where such terms are consistent with the Call-Off Contract.

14. Records, Audit and Assurance

14.1 The Customer and Supplier shall maintain records as required by the Call-Off Contract and applicable law.

14.2 The Supplier shall provide reasonable assurance information (such as relevant policies, certifications and security documentation) in accordance with the Call-Off Contract.

15. Suspension, Termination and Exit

15.1 Suspension rights (including planned and emergency suspension) are as set out in the Call-Off Contract. Where practicable, the Supplier will provide notice and communicate outages within a reasonable time.

15.2 Termination rights are as set out in the Call-Off Contract.

15.3 Exit arrangements shall be handled in accordance with the Call-Off Contract. Upon expiry or termination, the Supplier shall provide the Customer with the ability to export Customer Data in a commonly used format, and will securely delete Customer Data in accordance with the Call-Off Contract and the Supplier's retention policies following confirmation of successful export.

16. Warranties and Disclaimers

16.1 Except as expressly stated in the Call-Off Contract, the Service is provided on an "as is" basis and the Supplier does not warrant that outputs will be error-free or suitable for any particular clinical or operational outcome.

16.2 The Customer acknowledges that the Service may involve probabilistic AI functions and that outputs may in certain circumstances be inaccurate, incomplete or inappropriate. Human review is required before reliance or onward use.

17. Indemnity

17.1 Any indemnities (including intellectual property infringement indemnities) are as set out in the Call-Off Contract. To the extent the Call-Off Contract is silent, the parties shall discuss and agree an appropriate position consistent with the Framework Agreement and applicable law.

18. Liability

18.1 Liability is subject to the caps, exclusions and limitations set out in the Call-Off Contract.

18.2 Nothing in these Supplier Terms limits liability that cannot be lawfully excluded, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

19. Changes to these Supplier Terms

19.1 These Supplier Terms may only be varied in accordance with the change control provisions of the Call-Off Contract.

19.2 For clarity, the Supplier's unilateral online update mechanisms for standard Terms of Service do not apply to the Customer.

20. Governing Law and Jurisdiction

20.1 This contract is governed by the law and jurisdiction stated in the Call-Off Contract (and, where the Call-Off Contract is silent, England and Wales).

21. General

21.1 Force Majeure:

- Neither party is liable for failure to perform to the extent caused by events beyond its reasonable control, subject to the Call-Off Contract.

21.2 Assignment

- Each party's rights and obligations may be assigned only as permitted by the Call-Off Contract.

21.3 Severance and entire agreement

- These Supplier Terms, together with the Call-Off Contract and Framework Agreement, constitute the entire agreement for the provision of the Service under G-Cloud, and any invalid provision will be severed to the minimum extent necessary.