

Actualised Living Ltd



Zone Standard - Minerva – Supplier Terms and Conditions (G-Cloud)

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

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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 Standard – Minerva service (the “Service”) by Zone Standard (the “Supplier”) to the Customer under the G-Cloud 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”); (b) the Framework Agreement; and (c) 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 the Supplier’s standard service terms for Minerva. For the avoidance of doubt, any online or website terms 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.

2.3 Headings do not affect interpretation. References to legislation include amendments and replacements.

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 is a secure, cloud-based Local Risk Management System (LRMS) used to manage risks, incidents, complaints, requests for information (RFI) and claims. The Service supports LFPSE v6 reporting and PSIRF-aligned workflows, including triage, investigation management, action tracking, learning capture and governance oversight, as configured for the Customer.

3.3 The Service provides governance and workflow functionality to support organisational processes and does not replace professional judgement. The Customer remains responsible for operational decisions, governance sign-off and appropriate use of outputs and reports.

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 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):

- 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 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 staff, patient, or public 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 information governance

8.1 The parties will comply with UK data protection law.

8.2 For Personal Data processed in the Service, the Customer is the Controller and the Supplier is the Processor, unless otherwise stated in the Order Form.

8.3 Processing details (subject matter, duration, nature, categories of data and data subjects) and the parties' obligations will be set out in a Data Processing Schedule (DPA) aligned to the G-Cloud Call-Off Contract.

8.4 The Supplier will:

- Process Personal Data only on documented instructions of the Customer (including the Agreement).
- Implement appropriate technical and organisational measures to protect Personal Data
- Support the Customer with data subject requests and DPIA/security enquiries to the extent required and agreed.
- Notify the Customer of Personal Data breaches without undue delay in accordance with the DPA.

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. Governance, compliance and human oversight

10.1 The Service supports LFPSE v6 and PSIRF-aligned workflows as configured for the Customer. The Customer is responsible for defining and operating its governance processes, including review, approval, escalation and sign-off routes.

10.2 The Customer shall promptly notify the Supplier of any material service issues, adverse operational impacts, or safety-related concerns associated with the Service, in accordance with the Call-Off Contract.

11. Backup, restore and disaster recovery

11.1 The Supplier maintains documented backup and restore processes for the Service, including routine backups and protected storage.

11.2 The Supplier maintains disaster recovery arrangements appropriate to the Service and will provide recovery objectives where agreed in the Order Form/SLA

11.3 The Supplier will use reasonable endeavours to restore the Service and/or Customer Data following incidents, subject to the SLA and force majeure.

12. Intellectual Property Rights

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

12.2 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.

12.3 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.

12.4 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.

13. Confidentiality

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

13.2 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.

14. Subcontracting and Third Party Functionality

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

14.2 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.

14.3 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.

15. Records, Audit and Assurance

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

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

16. Suspension, Termination and Exit

16.1 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.

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

16.3 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.

17. Warranties

17.1 The Supplier warrants that it will provide the Service with reasonable skill and care.

17.2 Except as expressly stated in the Agreement, all warranties and conditions are excluded to the extent permitted by law.

18. Indemnity

18.1 Any indemnities (including intellectual property infringement indemnities) are as set out in the Call-Off Contract.

19. Liability

19.1 Liability provisions are governed primarily by the G-Cloud Call-Off Contract.

19.2 Nothing in the Agreement limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot be limited by law.

19.3 Subject to Section 18.2, any caps and exclusions of liability are as set out in the Call-Off Contract.

20. Changes to these Supplier Terms

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

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

21. 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).

22. General

22.1 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.

22.2 Assignment

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

22.3 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.