

Health Call Solutions Ltd G-Cloud 15 – Terms and Conditions

1. Definitions

In these Terms and Conditions:

"Contract" means the call-off contract formed between Health Call Solutions Ltd ("Health Call") and the Customer under the G-Cloud 15 Framework. "Customer" means the contracting public sector body purchasing services via G-Cloud 15. "Services" means the services provided by Health Call as described in the applicable G-Cloud service description and call-off contract.

"Data Protection Legislation" means all applicable UK data protection and privacy legislation, including the UK GDPR and Data Protection Act 2018.

2. Term

The Contract shall commence on the date of signature of the call-off contract and shall continue for the duration agreed between the parties.

3. Charges and Payment

Charges shall be as set out in the applicable G-Cloud pricing document and are exclusive of VAT. Health Call may amend charges where required by a change in law or regulation impacting the delivery of the Services, or where agreed in writing for any contract extension. Invoices shall be payable within 30 days of the invoice date. Interest shall accrue on undisputed overdue amounts at a rate of 2% per annum above the Bank of England base rate.

4. Limitation of Liability

Nothing in the Contract limits or excludes either party's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or loss or corruption of data caused by negligence. Subject to the above, the total aggregate liability of each party to the other for all claims arising under or in connection with the Contract in any contract year shall be limited to the total charges paid or payable by the Customer in that contract year. Neither party shall be liable to the other for any indirect or consequential loss.

5. Data Protection

Where required, the parties shall enter into a Data Processing Agreement in accordance with Data

Last revised: January 2026

Applies to: G-Cloud 15

Protection Legislation. Each party shall comply with its respective obligations under Data Protection Legislation.

6. Intellectual Property

Each party retains ownership of its pre-existing Intellectual Property Rights. Health Call retains ownership of all Intellectual Property Rights in the Services and any materials created in connection with them. The Customer is granted a perpetual, royalty-free, non-exclusive licence to use the Services and any deliverables for its internal business purposes

7. Confidentiality

Each party shall keep confidential all Confidential Information of the other party and shall not disclose such information except as required by law or permitted under the Contract. This obligation shall survive termination or expiry of the Contract.

8. Publicity

The Customer agrees that Health Call may acknowledge the Customer's use of the Services in general promotional materials, subject to prior written agreement.

9. Services

The Services shall be provided in accordance with the applicable G-Cloud service description and any agreed call-off contract. The Customer shall appoint a nominated contact to support effective delivery of the Services.

10. Termination

Either party may terminate the Contract in accordance with the terms of the applicable G-Cloud call-off contract.

11. Governing Law and Jurisdiction

The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.