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Predictive Health Intelligence

G-Cloud 15 Framework

Terms and Conditions

January 2026

Predictive Health Intelligence Ltd – Terms and Conditions

THIS AGREEMENT is dated [DATE]

PARTIES

- (1) **PREDICTIVE HEALTH INTELLIGENCE LIMITED** incorporated and registered in England and Wales with company number 12043157 whose registered office is at The Cleve, Mantle Street, Wellington, TA21 8SN (**Company**).
- (2) **[FULL NAME OF CLIENT]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Client**).

1. Interpretation

1.1 In these Terms and Conditions and any resulting Contract, the following terms have the following meanings:

Agreement: means an agreement between the Company and the Client comprising this document and schedules and any valid signed Work Orders under it;

Client: means the Client named in Section 1 of the Work Order;

Client Premises: means the premises specified by the Client and as agreed and recorded in writing by the Company;

Commencement Date: means the date specified in writing by the Company in Section 2 of the Work Order or the first date upon which the Company provides Services to the Client if earlier;

Company: means Predictive Health Intelligence Ltd and its sub-contractors;

Confidential Information: means in respect of any party to this Agreement any information relating to the business and affairs of that party or to the identity, business and affairs of its clients and potential clients which that party regards, or could reasonably be expected to regard, as confidential, whether or not such information is reduced to a tangible form or marked in writing as “confidential”, and any or all information which has been or may be derived or obtained from such information;

Contract Charges: means all and any monies paid under the Agreement by the Client to the Company for the performance of the Services in accordance with this Agreement and any valid signed Works Order under it;

Consultant: means the Company personnel identified in Section 5 of the Work Order who will deliver agreed Services to the Client, or suitably qualified replacement identified by the Company as required;

Consultant Day: a unit of 8 hours duration;

Force Majeure Event: means acts of God, fire, explosion, flood, earthquakes, war, riots, acts of terrorism, acts of Government, sabotage, pandemic, civil commotion or severe weather conditions (save that industrial action taken by the employees, agents or sub-contractors of a party or failure of agents or sub-contractors of a party claiming they have suffered such an event or any other circumstance within the reasonable control of such party will not be considered to be a “Force Majeure Event”);

Intellectual Property Rights: means all intellectual and industrial property rights including patents, know how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, rights to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

Services: means all the Services provided by the Company for the Client under this Agreement;

VAT: value added tax charged under English law;

Work Order: means a document which describes the agreed Services and associated resources and Contract Charges;

Working day: Monday to Friday excluding English public holidays.

1.2 In this Agreement:

- i. Any reference to written or in writing includes but is not limited to information sent in faxes and email;
- ii. Headings are for convenience only and do not affect the interpretation of the Agreement;
- iii. The singular includes the plural and vice versa and references to persons include bodies corporate, unincorporated associations and partnerships;
- iv. The schedules and appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules and appendices.

2. Duration of the Agreement

2.1 The Company shall provide the Services to the Client during the term of the Agreement which shall be the period from the Commencement Date for the Contract Term, unless the Agreement is terminated under clause 10. Under the terms of the G-Cloud 14 Framework Agreement the maximum term of the contract shall be 24 months.

3. Company Obligations

3.1 Services:

- 3.1.1 The Company will ensure that its staff in the performance of the Services comply with all the terms and conditions of the Agreement.
- 3.1.2 These conditions apply to all Company provision of Services and any variation to these conditions and any representation about the Services shall have no effect unless expressly agreed in writing signed by a Director of the Company.
- 3.1.3 The company will provide the Services during the Term in accordance with the terms of this Agreement and any plans, specifications or timetables which the Company agrees with the Client.
- 3.1.4 The Company will deliver the Services with reasonable care and in a workmanlike manner in accordance with acceptable industry standards.
- 3.1.5 The Company will use reasonable endeavours to meet any agreed service delivery dates agreed with the Client but any such dates will be estimates only and time will not be of the essence of the Agreement. Notwithstanding this, the Company agrees to advise the Client of any significant delays or anticipated delays in the provision of Services including providing information as to the cause of delay and recommended resolution.
- 3.1.6 Each request for Services or acceptance of a quotation or proposal for Services by the Client from the Company shall be deemed to be an offer by the Client to buy Services subject to these conditions. No order placed by the Client shall be deemed to be accepted by the Company until a written acknowledgement of Work Order is issued by the Company. The Client shall ensure that the terms of any order and specification of Service requirements are complete and accurate.

3.2 Service Levels

- 3.2.1 The Company shall provide appropriately skilled staff to deliver Services to the Client as specified in the Work Order, to undertake such hours as agreed, a normal working week being forty (40) hours unless otherwise agreed in writing by the Company. The Company acknowledges that PHI staff may be required to work outside of normal business hours as may be reasonably requested by the Client. In the absence of written agreement to the contrary the Company shall be entitled to charge the Client for all time expended.

3.3 Service Quality

- 3.3.1 Any complaints about Services provided by the Company or by specific PHI staff should be notified as soon as reasonably practical to the Company.

- 3.3.2 Whilst working on behalf of the Client (whether on Client premises or not) PHI staff will comply with normal rules and regulations (in so far as the Consultant has been notified by the Client) governing Client staff, provided always that the Consultant has been provided with appropriate access to premises and staff by the Client.

3.4 Personnel

- 3.4.1 Predictive Health Intelligence Ltd will be solely responsible for the selection and allocation of PHI staff in the delivery of Services as agreed in the Work Order. The Company is entitled at its discretion to replace any PHI staff with suitably skilled alternative PHI staff at any time and for any reason (including but not limited to holidays and sickness), and will where possible, notify the Client in writing in advance.
- 3.4.2 The Company is responsible for ensuring that any personnel provided to deliver Services to the Client at Client premises will comply with all reasonable health and safety, security and other procedures applicable at such premises and notified to the Company in advance.

4. Client Obligations

4.1 The Client will:

- 4.1.1 co-operate with the Company in all matters relating to delivery of Services;
- 4.1.2 to the extent that any Services are provided at its premises, be responsible (at its own cost) for preparing its premises for the provision of Services. This will include (but is not limited to):
- a) access to Client employees and premises;
 - b) all electric power, lighting, heating and air conditioning at the Client premises reasonably required by the Consultant to deliver Services;
 - c) office space readily available which is suitable for this purpose and the provision of normal office services including first aid, photocopying, telephone and facsimile services (but excluding any administration services other than those that are defined in the Work Order).
- 4.1.3 provide the Company with such information as it may reasonably need concerning the Client's operations and answers to queries, decisions and approvals which may be reasonably necessary for the Consultant to deliver Services as agreed in the Work Order. The Client is responsible for ensuring that such information provided is accurate and complete;

- 4.1.4 be responsible for the provision of any third-party software specified in the Agreement which may include purchase, licence and ongoing support and maintenance costs.

4.2 Poaching

- 4.2.1 The Client will not, without prior written permission of the Company, at any time from the Commencement Date until twelve (12) months after expiry of the term or termination date (if earlier) solicit or entice away from the Company, or employ or attempt to employ any person who is or has been engaged as an employee or sub-contractor of the Company.
- 4.2.2 Any consent given by the Company in accordance with paragraph 4.2.1 will be subject to the Client paying to the Company a sum equivalent to 20% of the annual remuneration of the employee or sub-contractor in place at the time.

5. Client relationship management

5.1 Predictive Health Intelligence Ltd and the Client will each appoint a delivery/relationship manager who will assume overall responsibility for their respective organisations and ensure delivery of resources and services as agreed in the Work Order. Their roles will be:

- 5.1.1 co-ordinate delivery of Services as agreed;
- 5.1.2 ensure appropriate resources are made available to ensure delivery by agreed dates as specified in the Work Order;
- 5.1.3 arrange and attend progress and/or review meetings as required;
- 5.1.4 ensure regular and effective communication between the Company and the Client;
- 5.1.5 act as a point of escalation in the event of failure to deliver agreed resources or services, referring problems which are unable to be resolved within their own areas of responsibility to senior management.

5.2 Either party may be required to replace their relationship manager due to various reasons including (but not limited to) sickness, career progression or other change of role. In such circumstances this will be notified to the other party in writing at the earliest opportunity. Each party reserves the right to request, upon reasonable grounds, the replacement of the other party's relationship manager.

6. Calculation of fees and expenses

6.1 Charges and Payment

- 6.1.1 The Client shall pay the Company the Contract Charge at the rates set out on the Rate Card/Pricing Schedule and summarised in the Work Order, on receipt of a valid VAT Invoice from the Company. Invoices will be accompanied by itemised timesheets and travel and subsistence claim forms for reasonable travel and expenses incurred in the course of delivering Services. Claim forms will be supported by receipts as appropriate.
- 6.1.2 For services based on a daily rate invoices will be raised by the Company on a monthly basis in arrears. These will be referred to as Category 1 invoices.
- 6.1.3 Services which are based on purchase/licence costs and ongoing support and maintenance will be payable annually in advance at the start of each twelve (12) month period. These are Category 2 invoices.

6.2 Tax

- 6.2.1 All sums agreed in the Contract Value are subject to addition of VAT which shall be charged at the appropriate rate at the time the Services are delivered.
- 6.2.2 The Company shall be responsible for and shall account for its own tax including any income tax, corporation tax and National Insurance contributions to the appropriate authorities.
- 6.2.3 The Company shall be responsible for Personal Liability and Professional Indemnity insurance policies, each to the value of £1m.

7. Limitation of Liability

7.1 Nothing in this agreement shall limit or exclude the liability of either party for:

- 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 7.1.2 fraud or fraudulent misrepresentation or wilful default; and
- 7.1.3 any matter for which it would be unlawful to exclude or restrict liability.

7.2 Subject to Clause 7.1:

- 7.2.1 Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for;

- 7.2.1.1 any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of anticipated savings, whether direct or indirect, and even if the party has been advised of the possibility of such losses or damages;
 - 7.2.1.2 any loss that is an indirect consequence of any act or omission of the other party; or
 - 7.2.1.3 any ex gratia payment or sum paid in settlement of a claim paid by one party without the prior written approval of the other.
- 7.2.2 the total liability of either party for damage to property caused by the negligence of its employee in connection with this agreement shall be limited to £1,000,000 for any one event or series of connected events; and
- 7.2.3 the total liability of either party to the other in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount either party would have received had the Work Order been completed and following all lawful deductions and set-off as contemplated under this agreement for the entire term of this agreement.
- 7.3 The Company shall not be responsible to the Client for any failure to perform its obligations under this agreement where there is a corresponding failure by the Client to perform its obligations under the Agreement, provided that the Company takes all reasonable steps to pursue its rights under the Agreement.

8. Status

8.1 The Company's relationship with the Client is one of independent contractor and nothing in this agreement will render the PHI staff or sub-contractors employees, workers, agents or partners of the Client. Company personnel will not present themselves as employees, workers, agents or partners of the Client, enter into contacts on behalf of the Client or bind the Client in any respect to third parties without explicit prior written consent.

9. Intellectual Property Rights (IPR)

9.1 All Intellectual Property Rights are owned by Somerset NHS Foundation Trust and provided under licence to Predictive Health Intelligence for provision of services to clients.

10. Term and Termination

10.1 This agreement shall be effective from the Effective Date and shall continue in force until the parties have discharged all their obligations under it unless:

10.1.1 this agreement terminates in the circumstances set out in clause 10.2;

10.1.2 the Main Contract is terminated for any reason, in which case this agreement shall terminate immediately and automatically, without further action being necessary by the parties, and subject to all the rights of the parties accrued up to the date of termination; or

10.1.3 this agreement is terminated by one of the parties under clause 10.2.

10.2 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may at any time terminate this agreement with immediate effect by giving written notice to the other party if:

10.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;

10.2.2 the other party commits a material breach of any material term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

- 10.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 10.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- 10.2.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party.

11 Confidentiality

- 11.1 Except to the extent permitted by law, and subject to clause 11.4, neither party shall disclose any Confidential Information relating to the other party without the other party's written consent. This provision shall not apply to any information in the public domain otherwise than in breach of this Agreement and/or information in the possession of the receiving party prior to its disclosure to it in connection with this Agreement and/or information obtained from a third party who is free to divulge the same and/or disclosure of information required by a Court of law or other competent authority.
- 11.2 Each party shall upon receiving a specific request in writing from the other party deliver up any Confidential Information belonging to the other party (including any and all copies made) to the other party following the termination of the Agreement.
- 11.3 Either party shall immediately inform the other if it becomes aware of the possession, use or knowledge of any of the Confidential Information by any unauthorised person, whether during or after the term of the Agreement and shall provide such reasonable assistance as is required to deal with such event.
- 11.4 Notwithstanding the provisions of the rest of this clause 11 the Company is authorised to disclose that the Client is a client of the Company regarding the Services. Predictive Health Intelligence Ltd will only divulge the general nature of the relationship with the Client and any details which have already entered the public domain. The Company will not disclose any other details about the Client or the relationship between the parties without first consulting the Client.

12 Amendments

12.1 The Agreement shall not be amended except with the prior written approval of authorised representatives of both parties or by the Company issuing a Work Order to be agreed in writing by the Client. The Company shall not be under any obligation to provide Services to the Client without a relevant Work Order signed by the Client.

13 Notices and Communications

13.1 Any notice or request required or permitted to be given or made under this Agreement shall be made in writing. Such notices or request shall be deemed to be duly given or made when it has been delivered by hand, email, cable, telex or facsimile to the party to which it is required to be given or made at such party's address specified in this Agreement or such other addresses as notified to the other party.

14 Waiver

14.1 Any waiver or relaxation whether partly or wholly of any of the terms or conditions of the Agreement shall be valid only if in writing and signed by or on behalf of a Director of each party and shall apply only to a particular occasion and shall not constitute a waiver or relaxation of any other terms or conditions.

15 Counterparts

15.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

16 Force Majeure

16.1 Neither party will be liable for any delay in performing or failure to perform any of its obligations under this Agreement caused by events beyond its reasonable control ("Force Majeure Event").

16.2 The party claiming the Force Majeure Event will promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

16.3 If that party has complied with clause 12.9(b) its performance under this Agreement will be suspended for the period that the Force Majeure Event continues, and the party will have an extension of time for performance which is reasonable. As regards such delay or stoppage:

16.3.1 any costs arising from the delay or stoppage will be borne by the party incurring those costs;

16.3.2 either party, may, if the delay or stoppage continues for more than 28 continuous days, terminate this Agreement with immediately effect on giving written notice to the other and neither party will be liable to the other for such termination; and

16.3.3 the party claiming the Force Majeure Event will take all necessary steps to bring the Event to a close or to find a solution by which the Agreement may be performed despite the Event.

17 Third party rights

17.1 No one other than a party to this agreement shall have any right to enforce any of its terms.

18 Assignment and sub-contracting

18.1 The Company may assign the Agreement in whole or in part without the prior written consent of the Client. The Company may delegate or sub-contract its duties under this Agreement to any third party.

19 Set Off

19.1 Whenever under the Agreement any sum of money is recoverable from or payable by the Client the same may be deducted from any sum then due or which at any time thereafter may become due to the Client under the Agreement or any other contract between the parties.

20 Entire Agreement

20.1 This Agreement supersedes all previous conditions, undertakings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the subject matter hereof and constitutes the entire agreement between the parties relating to the subject matter hereof.

21 Conflict resolution

21.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice. No party may commence any court proceedings arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

22 Governing law and jurisdiction

22.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

22.2 Subject to clause 14 the parties to this agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.