

Forward Carers – iCASPAR Terms and Conditions

iCASPAR – Intelligent Carers Assessment Support Plan And Review

Version: 1.2 | Date: January 2026

1. Introduction

These Terms and Conditions (“Terms”) govern the use of iCASPAR (Intelligent Carers Assessment Support Plan And Review) provided by Forward Carers (“the Supplier”).

By accessing or using the iCASPAR service, the organisation purchasing access (“the Buyer”) agrees to comply with these Terms.

2. Definitions

- **Buyer:** The organisation purchasing access to iCASPAR.
- **User:** An authorised individual accessing the Service under the Buyer’s licence.
- **Service:** The iCASPAR software, hosting, and support services as described in the Service Definition Document.
- **Data:** Any information input, uploaded, generated, or processed by Users within the Service.

3. Service Provision

Forward Carers provides iCASPAR as a Software-as-a-Service (SaaS) platform hosted in UK-based cloud infrastructure operated by Microsoft Azure.

The Supplier will use reasonable endeavours to maintain 99.9% service availability per calendar month, excluding:

- Scheduled maintenance
- Emergency maintenance
- Events beyond the Supplier’s reasonable control

Scheduled maintenance will be carried out outside business hours wherever possible and notified at least 24 hours in advance.

4. Buyer Responsibilities

The Buyer is responsible for:

- Ensuring only authorised Users access the Service
- Maintaining the accuracy and legality of Data entered
- Complying with applicable data protection legislation

- Ensuring appropriate devices, connectivity, and internal controls for Users

The Supplier is not responsible for Buyer-managed environments or third-party systems.

5. Data Protection

Forward Carers acts as a Data Processor under UK GDPR. The Buyer acts as the Data Controller.

- All Data is hosted within the UK
- Data is encrypted in transit (TLS 1.2+) and at rest (AES-256)
- Sub-processors are used solely for infrastructure and service delivery purposes and meet UK GDPR and security requirements

A list of current sub-processors is available upon request. Data will not be transferred outside the UK without the Buyer's written agreement.

Processing is conducted in line with the Supplier's Information Governance framework and Data Protection Impact Assessment (DPIA).

6. Support and Maintenance

Standard support is provided Monday to Friday, 9:00am–5:00pm (UK time), excluding public holidays.

Incident Response Targets

- **Critical (P1):** Response within 4 hours; resolution by next business day
- **High (P2):** Response within 1 business day; resolution within 3 business days
- **Standard (P3):** Response within 2 business days; resolution within 5 business days

Updates, patches, and maintenance are included within the subscription fee.

7. Pricing and Payment

Pricing follows the G-Cloud subscription model. Invoices are payable within 30 days unless otherwise agreed. All prices are exclusive of VAT.

8. Data Retention and Exit Management

Upon contract termination:

- Buyers may export their Data in open formats (CSV, JSON, XML) at no additional cost

- Following confirmation of export, all remaining Buyer Data will be securely deleted using cryptographic erasure

Optional extended access or migration support may be provided at additional cost.

9. Confidentiality

Each party shall treat all confidential information as confidential and shall not disclose it except where required by law or regulation.

This obligation continues for two (2) years following contract termination.

10. Liability

The Supplier shall not be liable for indirect or consequential losses, including loss of profit or data.

The Supplier's total liability in any rolling 12-month period shall not exceed the total fees paid by the Buyer during that period.

11. Termination

Either party may terminate the agreement with 30 days' written notice.

Immediate termination or suspension may occur where:

- There is a material breach
- Data protection obligations are breached
- Payment terms are not met

12. Compliance and Standards

The Service aligns with:

- Cyber Essentials Plus
- NCSC Cloud Security Principles
- CSA Cloud Controls Matrix (CCM v4.0 – aligned controls)

Cloud infrastructure is hosted on ISO/IEC 27001-certified platforms.

13. Safeguarding

The Supplier maintains safeguarding policies and staff training in accordance with UK legislation to protect children and vulnerable adults.

14. Business Continuity

The Service includes:

- Daily encrypted backups across geographically separate UK regions
- Recovery Point Objective (RPO): 24 hours
- Recovery Time Objective (RTO): 4 hours for critical systems

Business continuity arrangements are reviewed annually.

15. Audit and Due Diligence

The Buyer may, upon reasonable notice, request assurance information or audit evidence relating to:

- Data protection
- Security controls
- Safeguarding compliance

Such requests shall be proportionate and subject to confidentiality obligations.

16. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact Information

Supplier: Forward Carers

Service: iCASPAR – Intelligent Carers Assessment Support Plan And Review

Email: support@forwardcarers.org.uk

Website: www.forwardcarers.org.uk