



Queue-Fair Virtual Waiting Room

G-Cloud 15 Terms and Conditions

Lot 2 – Cloud Software

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1. Preamble

These terms form a Service Schedule and apply only where not inconsistent with the Crown Commercial Service G-Cloud 15 Framework Agreement and the associated Call-Off Contract.

In the event of any conflict between these Terms and Conditions and the CCS G-Cloud 15 Framework Agreement or Call-Off Contract, the Framework Agreement and Call-Off Contract shall prevail.

2. Pricing

Please see the separate pricing document.

3. Intellectual Property

All files, documentation or support materials that may be provided by Orderly Telecoms remain the property of Orderly Telecoms, and may not be used or distributed for any other purpose without their prior written permission.

The Customer further agrees to return any such materials and delete all copies made at the request of the providers of this service. Assets uploaded to the Queue-Fair Portal for display on Queue Pages are the property of the Customer. Any intellectual property generated through the provision of this service is and shall remain the property of Orderly Telecoms.

The Customer is granted a non-exclusive right to use intellectual property, including proprietary software, copyright works and confidential know-how (including technology originally patented in 2004) for the purposes of delivery of the Service only.

4. Support

Support is available by emailing sales@queue-fair.com (target response time 2 business days), by web chat on this site (not staffed 24 hours), or on our 24 hour telephone helpline at +44 333 5432 108. So, for on-the-day support, it's always best to **call us** as we respond immediately when called, even if it's just to say you've sent an urgent email.

5. Changes to the Service

Orderly Telecoms reserves the right at any time to amend, improve or correct the Service, software and/or hardware. Orderly Telecoms reserves the right to delete features of the Service. Any material change to the Service will be subject to agreement under the Call-Off Contract change control process. Orderly Telecoms shall endeavour to give The Customer reasonable notice of any such modifications but this may not always be possible. Orderly Telecoms shall not be liable to The Customer or to any third party for any such modification or any failure to give such notice.

Subject to the suspension and termination provisions of the Call-Off Contract, Orderly Telecoms may suspend the Service only on the occurrence of any unscheduled maintenance or any of the following:

- i. notified maintenance;
- ii. issue by any competent authority of an order which is binding on Orderly Telecoms and which affects the services;
- iii. failure of The Customer to pay any amounts due when they are due;
- iv. Misuse of the Services or any of them by The Customer (e.g. use in connection with any activity which is illegal under English Law or the law of the Country in which the Services are misused)

6. Software Configuration

At the time of installation, the system may be configured in accordance with information received from the Customer. Configuration of the system will be made available to the Customer via the Queue-Fair Portal.

7. Marketing

Orderly Telecoms Ltd shall be entitled to refer to the Customer name and logo in its marketing collateral, including a brief description of the Service services. For the avoidance of doubt, the Queue-Fair website, social media channels, presentations and printed material including flyers, or other material for public display are considered marketing collateral for the purpose of this clause.

8. Confidentiality

During the Term of this Agreement and after the termination or expiration of this Agreement, Orderly Telecoms shall use its best and reasonable endeavours to ensure that all Customer data is kept secure and confidential.

Orderly Telecoms shall not, in the absence of express written consent from the Customer, disclose Customer data to any third party unless such disclosure is required by law in which case the Customer shall be notified in writing of the disclosure.

During the Term of this Agreement and after termination or expiration of this Agreement, the following obligations shall apply to either Party receiving Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party")

Subject to sub-Clause ii) below the Receiving Party:

i.a) may not use any Confidential Information for any purpose other than the performance of their obligations under this Agreement;

i.b) may not disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party; and

i.c) shall make every effort to prevent the unauthorised use or disclosure of the Confidential Information.

ii.a) The obligations of confidence shall not apply to any Confidential Information that:

ii.b) is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to its receipt by the Receiving Party;

ii.c) is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party;

ii.d) is required to be disclosed by any applicable law or regulation; or

ii.e) is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party claims to have no obligations of confidence to the Disclosing Party in respect thereof and who imposes no obligations of confidence upon the Receiving Party.

iii) Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of any breach of this Clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this Clause in addition to any damages or other remedies to which they may be entitled.

iv) The obligations of the Parties under all provisions of Confidentiality shall survive the expiry or the termination of this Agreement irrespective of the reason for such expiry or termination.

9. Limited Software Warranty

Queue-Fair makes extensive use of Open Source technology, software and standards for its operation. As Open Source technologies are provided without warranty to Orderly Telecoms, those open-source components, software, accompanying files and documentation are provided "as is" and without warranties as to performance or merchantability or any other warranties whether expressed or implied. Due to our dependence on other suppliers and The Customer's systems for the delivery of parts of this service, Orderly Telecoms cannot accept responsibility for the continuous provision of this service.

10. Legal Miscellany

These Terms are governed by English Law and the jurisdiction of the English Courts, subject to the governing law and jurisdiction provisions of the Call-Off Contract. You warrant and represent that you have carefully read and understood this Agreement and acknowledge receipt of a copy hereof, and have the authority to enter into this Agreement on behalf of the person, entity or corporation that YOU entered or will enter when the Service is set up for the Customer.