

CaseWork – Terms and Conditions



1. Introduction

These Terms and Conditions apply to the use of the CaseWork platform ("the Service") provided by **V88 Limited** ("V88", "we", "us"). By procuring the Service through G-Cloud, the Customer ("the Council", "you") agrees to these terms.

CaseWork is delivered as a cloud-based Software-as-a-Service (SaaS) platform designed to support homelessness application processing in accordance with the Homelessness Reduction Act 2017.

2. Service Overview

V88 shall provide access to the CaseWork platform, including:

- User access to the council's dedicated tenant
- Data ingestion tools
- Automated and assisted reasoning
- Case management interfaces
- Audit trails and reporting
- Administrative configuration options
- Support within the agreed service levels

No software is installed on council infrastructure.

3. Customer Responsibilities

The Customer is responsible for:

- Managing user accounts and access rights
- Ensuring the accuracy of data supplied to the Service
- Reviewing cases flagged as indeterminate or requiring officer judgment
- Ensuring local policies are applied in conjunction with statutory requirements
- Maintaining its own endpoint security and network access

4. V88 Responsibilities

V88 will:

- Maintain and operate the Service
- Provide secure, isolated environments for each council
- Apply updates, improvements and fixes
- Provide support as outlined in Section 10
- Protect Customer data in accordance with UK data protection legislation
- Maintain an Information Security Management System certified to **ISO/IEC 27001 (UKAS accredited)**
- Operate an **ISO 42001-aligned AI Management System (AIMS)**

5. Security & Data Protection

V88 will implement:

- Encryption of data in transit and at rest

- Strict tenant-level data isolation
- Role-based access controls
- Continuous monitoring and logging
- Annual independent penetration testing
- Secure development and change-management processes

Data will not be used for model training.

V88 acts as **Data Processor**; the Customer acts as **Data Controller**.

Processing is governed by UK GDPR and the Data Protection Act 2018.

6. Data Location

Customer data is stored in a UK or EU region, as selected by the Customer.

No data is transferred outside these regions without written agreement.

7. Availability

V88 aims to provide high availability, excluding planned maintenance windows.

Notice will be provided for planned maintenance where practical.

8. Backups & Disaster Recovery

The platform includes:

- Automated daily backups
- Point-in-time recovery
- High-availability architecture
- Disaster recovery processes tested periodically

9. Service Changes

V88 may update the Service to improve performance, security or functionality.

Changes that materially affect use of the Service will be communicated in advance.

10. Support & Incident Management

V88 provides:

- UK business-hours support
- 1 working day response for standard issues
- Priority handling for production-impacting incidents

Additional support packages are available upon request.

11. Intellectual Property

V88 retains all intellectual property rights in the CaseWork platform, documentation and underlying methodologies.

The Customer retains all rights in data submitted to, or generated by, the Service.

12. Data Export & Exit

Upon termination or expiry:

- Customer data will be exported in CSV or JSON
- Exported data will remain accessible for 30 days

- V88 will securely delete Customer data upon request
- V88 will provide reasonable assistance to support transition

No proprietary formats are used.

13. Termination

Either party may terminate:

- In accordance with the G-Cloud Call-Off Contract terms
- For material breach not remedied within 30 days
- If the other party ceases trading or becomes insolvent

14. Liability

Each party's total aggregate liability arising out of the Service shall be limited to:

****The total fees paid or payable by the Customer in the preceding 12 months, not exceeding £2,000,000.****

Nothing in these Terms excludes liability for:

- Fraud or fraudulent misrepresentation
- Death or personal injury caused by negligence
- Any liability which cannot be limited by law

15. Confidentiality

Both parties shall:

- Keep confidential all information disclosed under the contract
- Use such information solely for the performance of the Service

16. Warranty

V88 warrants that the Service will be provided with reasonable skill and care.

No warranty is provided that the Service will be error-free or uninterrupted.

17. Governing Law

These Terms and Conditions 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.

18. Contact

V88 Limited

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