



Embers the Dragon - G-Cloud 15 Terms & Conditions

V1.0 January, 2026

1. BACKGROUND

A. **Embers the Dragon Ltd** ("Supplier" or "Embers") provides a digital emotional wellness and education platform ("Embers Programme") that uses story-based animations, lesson plans, and an app to support emotional development in children (primarily aged 3-7).

B. The **Customer** ("Client") wishes to engage Embers to provide access to the Embers Programme for its eligible population ("Authorised Users" or "School Community").

C. This document serves as the Supplier Terms and Conditions for the purposes of the G-Cloud 15 Framework. In the event of a conflict, the G-Cloud 15 Framework Agreement and Call-Off Contract shall take precedence over these terms.

2. DEFINITIONS

- **"Authorised Users"**: means the staff, parents, and children within the Client's organisation (e.g., Clinical Organisation, School or Trust) authorised to access the Service.
- **"Service"**: means the Embers App, the Content Management System (CMS), and the educational resources (websites, videos, worksheets) provided by Embers.
- **"App"**: means the Embers the Dragon mobile application available on iOS, Android, and Amazon systems.
- **"Personal Data"**: has the meaning given in the UK GDPR / Data Protection Act 2018.

3. TERMS OF ENGAGEMENT

A. Nature of Service (Medical Disclaimer): The Embers Programme is an educational and emotional well-being support tool. **It is NOT a medical device.**

- It is not intended to provide a diagnosis, prognosis, treatment, or cure for any condition or disease.

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- It does not replace professional clinical support.
- Professional advice should always be sought if there are specific concerns about a child's safety or development.

B. Scope: Embers shall provide the Service to the Client and Authorised Users as set forth in the G-Cloud Order Form. This includes access to the App, Website, Teacher Resources, and Admin Dashboard as purchased.

4. CLIENT OBLIGATIONS

The Client agrees to:

1. **Nominate a Lead:** Designate a single point of contact for the implementation of the Service.
2. **Usage:** Ensure that access codes/logins provided to the School/Trust are not shared outside the authorised group.
3. **Supervision:** Acknowledge that while the App is child-friendly, the primary account holder must be an adult (Teacher or Parent aged 16+).
4. **Appropriate Referral:** Ensure that parents/staff understand the Service is for educational/support purposes and not a replacement for CAMHS or clinical crisis intervention.

5. INTELLECTUAL PROPERTY (IP)

A. Ownership: Embers the Dragon Ltd retains all rights, title, and interest in the "Embers Content" (including the Dragon character, animations, code, and trademarks).

B. License: Embers grants the Client a non-exclusive, non-transferable license to use the Service and Materials for the duration of the Contract for clinical, educational and non-commercial purposes only.

C. Restrictions: The Client may not:

- Copy, broadcast, or sell the Content.
- Reverse-engineer the App.
- Use the Content to build a competing product.



6. DATA PROTECTION & PRIVACY

A. Compliance: Both parties agree to comply with the UK Data Protection Act 2018 and UK GDPR.

B. Data Processing: Where Embers processes Personal Data on behalf of the Client (the Controller), the parties agree to execute a standard Data Processing Agreement (DPA) unless the G-Cloud Call-Off Contract Schedule 4 is deemed sufficient.

C. Child Data: Embers prioritises child safety. The "Child Space" within the App is designed to be safe and secure. No personal data is sold to third parties.

7. SUPPORT & SERVICE LEVELS

A. Availability: Embers will use reasonable commercial endeavours to ensure the Service is available 24/7, excluding planned maintenance.

B. Support Hours: Support is provided via email (support@embersthedragon.co.uk) during UK Business Hours (09:00 – 17:00, Mon-Fri).

C. Fix Times: Embers classifies issues by severity. Critical issues (Service Down) are prioritised for resolution. Non-critical bugs are resolved in subsequent app updates.

8. FEES & PAYMENT

A. Fees: Fees are set out in the G-Cloud Pricing Document and the Order Form.

B. Payment: Invoices are to be paid within 30 days of the invoice date unless otherwise stated in the Order Form.

C. Taxes: All fees are exclusive of VAT.

9. LIABILITY & INDEMNITY

A. Embers Indemnity: Embers indemnifies the Client against claims that the Embers Service infringes the Intellectual Property Rights of a third party.

B. Client Indemnity: The Client indemnifies Embers against claims arising from the Client's misuse of the Service or breach of Data Protection laws.



C. Limitation: Subject to the G-Cloud Framework Agreement (which takes precedence), Embers' total aggregate liability under this Agreement is limited to the total fees paid by the Client during the 12 months preceding the claim.

D. Exclusions: Embers is not liable for indirect or consequential losses, or for any injury/damages arising from a user's failure to seek medical help due to reliance on the App.

10. TERMINATION

A. By Client: The Client may terminate this agreement for convenience by giving written notice as defined in the G-Cloud Call-Off Contract (typically 30 days).

B. By Embers: Embers may terminate if the Client materially breaches these terms (e.g., non-payment) and fails to remedy the breach within 30 days.

C. Effect: Upon termination, all access rights cease, and Embers will delete Client data in accordance with its Data Retention Policy and GDPR requirements.

11. CONFIDENTIALITY

A. Each Party acknowledges that it may receive or have access to Confidential Information of the other Party (e.g., student data for the Client; pricing/IP for Embers).

B. Each Party shall keep such information strictly confidential and shall not disclose it to any third party without prior written consent, except to employees/subcontractors who need to know it for the purpose of the Contract.

C. This obligation does not apply to information that:

- Is in the public domain (through no fault of the receiving Party);
- Was already known to the receiving Party prior to disclosure;
- Is required to be disclosed by law (e.g., Freedom of Information Act requests), provided the receiving Party gives reasonable notice to the disclosing Party where permitted.

12. WARRANTIES & DISCLAIMERS

A. Embers warrants that it will perform the Services with reasonable skill and care in accordance with Good Industry Practice.

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B. Except as expressly stated in this Agreement, the Service is provided on an "as is" and "as available" basis.

C. Embers does not warrant that:

- The Service will be uninterrupted or error-free;
- The Service will meet the Client's specific requirements beyond the agreed Scope; or
- Any specific results or behavioural outcomes will be achieved by the Authorised Users.

All other conditions, warranties, or other terms which might have effect between the parties or be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, are hereby excluded to the fullest extent permitted by law.

13. PUBLICITY & BRANDING

A. The Client grants Embers a limited, non-exclusive license to use the Client's name and logo in promotional materials (e.g., website "Partner" lists, case studies) for the purpose of identifying the Client as a customer of Embers.

B. Embers shall comply with any reasonable branding guidelines provided by the Client.

C. Neither Party shall issue any press release regarding this Agreement without the prior written consent of the other Party.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.