



Intelligent Assessments Platform – Terms and Conditions

1. About these terms

These Terms and Conditions apply to the provision of the Intelligent Assessments Platform (the “Service”) by Intelligent Assessments to buyers procuring the Service through the UK Government G-Cloud framework. These terms are intended to be read alongside the applicable G-Cloud Call-Off Contract and the supplier’s service definition.

Where there is any conflict, the G-Cloud Call-Off Contract takes precedence.

2. Definitions and interpretation

Capitalised terms used in these Terms and Conditions have the meanings given to them in the G-Cloud Call-Off Contract unless otherwise defined here.

3. Provision of the service

The Service is provided as a cloud-hosted, software-as-a-service (SaaS) offering. The supplier will make the Service available in accordance with the service description and will use reasonable skill and care in its operation and support.

The supplier may update or improve the Service from time to time, provided that such changes do not materially reduce the core functionality described in the service definition.

4. Buyer responsibilities

The buyer is responsible for:

- Ensuring that users comply with these Terms and Conditions
- Maintaining the confidentiality of user access credentials
- Ensuring that data entered into the Service is lawful and appropriate
- Using the Service in accordance with applicable law

5. Information security and data protection

The supplier will apply appropriate technical and organisational measures to protect buyer data, as described in the service definition. Each party will comply with its obligations under applicable data protection legislation.

Buyer data will be processed only for the purpose of delivering the Service and in accordance with the Call-Off Contract.

6. Support and service management

Standard support is provided remotely during UK business hours, as described in the service definition. The supplier does not provide onsite support unless separately agreed.

7. Charges and payment

Charges for the Service are as set out in the Digital Marketplace listing and the Call-Off Contract. Unless otherwise stated, fees are exclusive of VAT.

8. Intellectual property

All intellectual property rights in the Service remain with the supplier or its licensors. The buyer is granted a non-exclusive, non-transferable right to use the Service for the duration of the contract, subject to these Terms and Conditions.

9. Suspension and termination

The supplier may suspend access to the Service where reasonably necessary for security, maintenance, or legal reasons. Termination rights are governed by the Call-Off Contract.

10. Exit and data return

On termination or expiry of the contract, the buyer may request a copy of its data in a commonly used, machine-readable format. Following data extraction, buyer data will be securely deleted in accordance with the supplier's data retention and deletion processes.

11. Liability

Liability is limited and allocated in accordance with the G-Cloud Call-Off Contract. Nothing in these Terms and Conditions limits liability where it cannot lawfully be limited.

12. Governing law

These Terms and Conditions are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.