

Terms and Conditions

Cloud-Based Clinical Management and Patient Communication Platform

Version: 1.4

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1. Definitions

“Service” means the cloud-based software-as-a-service platform provided by the Supplier.

“Buyer” means the organisation purchasing the Service through the CCS G-Cloud framework.

“Users” means individuals authorised by the Buyer to access the Service.

“Data” means all data provided to or generated within the Service by the Buyer or its Users.

2. Scope of service

The Supplier provides access to the Service as described in the Service Definition document. The Service is provided on a subscription basis for the agreed contract term. The Supplier may update or improve the Service from time to time without materially reducing functionality.

3. Buyer responsibilities

The Buyer is responsible for:

- Ensuring Users are authorised and appropriately trained
- Maintaining confidentiality of user credentials
- Ensuring use of the Service complies with applicable laws, regulations, and professional obligations
- The accuracy and legality of Data entered into the Service

The Service does not replace professional or clinical judgement.

4. Access and availability

The Supplier will use reasonable efforts to make the Service available in accordance with the stated availability commitment. Planned maintenance may be carried out outside normal working hours where possible and will not count towards availability calculations.

5. Support services

Standard support is provided as described in the Service Definition. Online ticketing is available 24 hours a day. Human support is available during published business hours. Enhanced or bespoke support may be provided by separate agreement and may incur additional charges.

6. Data protection and information governance

Each party shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

The Supplier processes Data on behalf of the Buyer as a data processor. Data is hosted on UK-based cloud infrastructure. Appropriate technical and organisational measures are in place to protect Data, including encryption and access controls.

7. Security

The Supplier operates information security controls aligned with ISO/IEC 27001 principles. Security incidents are managed in accordance with documented incident management procedures. Buyers will be notified of relevant incidents in line with contractual and regulatory obligations.

8. Customisation and configuration

Authorised Buyer administrators may configure aspects of the Service using provided interfaces. The Buyer is responsible for configuration choices made by its Users. Custom development or bespoke changes are excluded unless agreed separately in writing.

9. Charges and payment

Charges are as agreed through the CCS G-Cloud framework and associated order form. Unless otherwise stated, fees are exclusive of VAT. Payment terms are as specified in the order agreement.

10. 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 contract term. The Buyer retains ownership of its Data.

11. Free trials

Where a free trial is provided, it is time-limited and offered without obligation. The Supplier may restrict support or service levels during the trial period. Use beyond the trial requires a paid subscription.

12. Term and termination

The contract commences on the agreed start date and continues for the agreed term. Either party may terminate in accordance with the framework agreement or for material breach, subject to applicable notice requirements.

13. Exit management and data return

On termination or expiry, the Buyer may request a data export in standard, machine-readable formats. This is included in the contract price. Support is provided to enable transition to a new provider. Following confirmation of successful export, Data will be securely deleted in accordance with data sanitisation policies.

14. Liability

Liability is limited in accordance with the CCS G-Cloud framework agreement. Neither party excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

15. Confidentiality

Each party shall treat confidential information as confidential and use it only for the purposes of fulfilling contractual obligations.

16. Governing law

These Terms and Conditions are governed by and construed in accordance with the laws of **England and Wales**. The courts of England and Wales shall have exclusive jurisdiction.