

EquiCare™ – Terms and Conditions

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Supplier: JGME Consulting UK Ltd

Service: EquiCare™

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1. Definitions and Interpretation

In these Terms and Conditions:

- **“Service”** means the EquiCare™ Software-as-a-Service platform, including any modules, features, updates, and related services defined in an Order Form.
- **“Supplier”** means JGME Consulting UK Ltd.
- **“Customer”** means the contracting public-sector body.
- **“Users”** means individuals authorised by the Customer to access the Service.
- **“Order Form”** means the document setting out pricing, term, scope, and selected modules.
- **“Customer Data”** means all data input, uploaded, generated, or processed by or on behalf of the Customer or its’ Users through the Service.
- **“UK Data Protection Legislation”**: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- **“Fair Usage”** means reasonable usage aligned to typical public-sector social care workloads, as described in the Service Definition or Pricing Document.
- **“Modules”** means EquiCare Notes, EquiCare Triage, and/or Full EquiCare, as selected by the Customer.
- **“Designated Purpose”** means the business purpose for which the licenced software may be used as defined in the Order Form.

Headings are for convenience only and do not affect interpretation.

2. Service Provision

2.1 The Supplier shall provide the Service in accordance with:

- these Terms and Conditions;
- the applicable Order Form; and
- the Service Definition.

2.2 The Service is provided as a cloud-hosted SaaS solution. No software is installed on Customer premises unless expressly agreed in writing.

2.3 The Supplier may make changes to the Service to:

- maintain security or regulatory compliance;
- improve functionality, usability, or performance; or
- address defects, vulnerabilities, or operational issues,

provided such changes do not materially impact the functionality of the Service.

2.4 The Service may be provided in modular form. The Customer’s entitlement is limited to the Modules expressly listed in the applicable Order Form.

3. Customer Responsibilities

3.1 The Customer shall:

- ensure Users comply with these Terms;
- maintain the confidentiality of access credentials;
- use the Service for the Designated Purpose;
- use the Service only for lawful purposes; and
- ensure data entered into the Service is accurate, appropriate, and lawful.

3.2 The Customer is responsible for:

- managing Users and access permissions;
- ensuring its use of the Service complies with applicable law, including social care, safeguarding, and data protection requirements.

4. User Access and Security

4.1 All access to the Service requires authentication.

4.2 The Customer must ensure that:

- only authorised Users access the Service; and
- access is removed promptly when no longer required.

4.3 The Supplier applies role-based access controls and security measures aligned with UK public-sector expectations and Government Cloud Security Principles.

5. Data Protection and Confidentiality

5.1 Data Protection

5.1.1 Each party shall comply with its obligations under UK Data Protection Legislation and applicable data protection law.

5.1.2 The Supplier acts as **data processor** and the Customer acts as **data controller**, unless otherwise agreed in writing.

5.1.3 Customer Data:

- remains the property of the Customer;
- is processed solely to deliver the Service;
- is logically segregated per Customer; and
- is hosted within the United Kingdom.

5.1.4 A Data Processing Agreement (DPA) may be provided where required.

5.2 Confidentiality

“Confidential Information” means any information disclosed by one party to the other that is marked as confidential or which ought reasonably to be regarded as confidential, including Customer Data, security information, and commercially sensitive information.

5.2.1 Each party shall treat Confidential Information as confidential and not disclose it except:

- as required by law;
- to professional advisers; or
- with the other party's consent.

5.2.2 Confidentiality obligations survive termination.

6. Information Security

6.1 The Supplier implements technical and organisational measures aligned with:

- UK Government Cloud Security Principles; and
- recognised industry good practice.

6.2 Security measures include:

- encryption in transit and at rest;
- role-based access controls;
- logging and monitoring; and
- vulnerability and incident management processes.

6.3 Detailed security and assurance information may be provided on request.

7. Audit and Monitoring

7.1 The Service maintains audit logs of:

- /Customer user actions (available in-service); and
- supplier administrative actions (available on request via support).

7.2 Audit logs and system logs are retained for at least 12 months, unless otherwise agreed.

8. Service Levels and Availability

8.1 Availability targets and any service credits are set out in the SLA referenced in the Order Form.

8.2 Planned maintenance will be notified in advance where reasonably practicable.

8.3 Service credits are the Customer's sole remedy for failure to meet availability targets.

9. Incident Management

9.1 The Supplier maintains incident management procedures covering:

- service incidents; and
- security incidents.

9.2 The Supplier shall:

- investigate incidents in a timely manner;

- take reasonable steps to mitigate impact; and
- provide updates for significant incidents.

Where an incident materially affects the Customer, the Supplier shall notify the Customer without undue delay.

9.3 Post-incident reports may be provided for significant incidents.

10. Support

10.1 Support is provided via the channels and hours set out in the Order Form or Service Definition.

10.2 Support requests are prioritised by severity.

11. Accessibility and Equality

The Supplier will use reasonable endeavours to ensure the Service supports accessibility requirements in line with public-sector expectations, including compatibility with assistive technologies and inclusive design principles.

12. Intellectual Property Rights

12.1 All intellectual property rights in the Service remain the property of the Supplier or its licensors.

12.2 The Customer is granted a non-exclusive, non-transferable licence to use the Service for the contract term subject always to applicable charges being paid in accordance with the schedule defined in the Order Form.

12.3 No rights are granted other than those expressly stated.

13. Fees, Usage, and Payment

13.1 Fees are as set out in the Order Form and Pricing Document.

13.2 Fees are payable in accordance with the agreed payment terms.

13.3 All fees are exclusive of VAT unless stated otherwise.

13.4 Fair Usage

The Service includes defined Fair Usage thresholds aligned to typical Care Act and social care workloads:

- **EquiCare Notes and Full EquiCare:** Fair Usage applies per licensed social worker, per contract year.
- **EquiCare Triage:** Fair Usage applies to the number of requests for support processed per contract year, as specified in the Order Form.

Where usage materially exceeds Fair Usage thresholds (for example due to backlog recovery or exceptional demand), additional usage may be purchased, or pricing reviewed by agreement.

13.5 Hosting and Infrastructure

All subscription fees include:

- secure Azure cloud hosting;
- infrastructure, scaling, monitoring, and resilience; and
- operational management

within the agreed Fair Usage limits.

13.6 Third Party Costs

Supplier reserves the right to amend the subscription fees in the event that third party providers increase their costs to the Supplier. In such event Supplier and Customer will negotiate and agree such changes in good faith

14. Term and Termination

14.1 The contract term is as set out in the Order Form.

14.2 Either party may terminate:

- for material breach not remedied within a reasonable period; or
- immediately where required by law.

14.3 On termination:

- access to the Service will cease; and
- exit provisions in Clause 15 apply.

15. Exit and Data Portability

15.1 On termination, the Customer may request export of Customer Data in an agreed, commonly used format.

15.2 Following exit, Customer Data will be securely deleted in line with data sanitisation processes, subject to legal retention obligations.

15.3 Exit support may be provided where contractually agreed.

16. Liability

16.1 Neither party excludes liability for:

- death or personal injury;
- fraud or fraudulent misrepresentation.

16.2 Subject to Clause 16.1, each party's total liability is limited to the fees paid in the preceding 12 months, unless otherwise agreed.

16.3 The Supplier is not liable for:

- Customer misuse;
- third-party systems outside its control; or

- indirect or consequential loss.

17. No partnership or agency

17.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party, except as expressly authorised by the Customer or the Supplier (as the case may be).

18. Force Majeure

Neither party is liable for failure to perform due to events beyond its reasonable control.

19. Assignment and Subcontracting

19.1 The Supplier may subcontract elements of the Service but remains responsible for delivery. Subcontractors processing personal data shall be subject to appropriate contractual safeguards.

19.2 The Customer may not assign without written consent, except as permitted by law.

20. Notices

20.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

- delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- sent by email to its usual email address.

20.2 Any notice or communication shall be deemed to have been received:

- if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service.
- if sent by email, at 9.00 am on the next Business Day after transmission.

This clause does not apply to the service of any proceedings or other documents in any legal action.

21. Governing Law and Jurisdiction

These Terms and Conditions are governed by **the laws of England and Wales**, and the courts of England and Wales have exclusive jurisdiction.

22. Entire Agreement

These Terms, together with the Order Form and Service Definition, constitute the entire agreement and supersede all prior discussions.

23. Supplier Information

Supplier: JGME Consulting UK Ltd

Service Name: EquiCare™

Service Type: Software-as-a-Service (SaaS)

Delivery Model: UK-hosted cloud service