

Population Engage - Terms and Conditions

Framework: G-Cloud 15

Lot: 2b - Cloud Software

Supplier: Newfound Ltd

Service: Population Engage

These Terms and Conditions apply to the use of the Population Engage service when purchased via the G-Cloud 15 framework. They are intended to sit alongside and be read in conjunction with the Crown Commercial Service (CCS) G-Cloud Call-Off Contract terms. Where there is any conflict, the CCS Call-Off Contract terms take precedence.

1. Definitions

- **Service:** The Population Engage cloud software platform provided by Newfound Ltd.
- **Supplier:** Newfound Ltd.
- **Buyer:** The public sector organisation purchasing the Service under G-Cloud 15.
- **Users:** Individuals authorised by the Buyer to access or use the Service.
- **Data:** Any information uploaded to, generated by, or processed within the Service by or on behalf of the Buyer.
- **Personal Data:** Has the meaning given in UK GDPR.

2. Scope of service

The Supplier will provide access to the Service as described in the published G-Cloud service listing and service definition. The Service is provided as a cloud-based, browser-accessed application and does not require installation on Buyer infrastructure.

The Supplier will use reasonable care and skill in providing the Service.

3. Buyer responsibilities

The Buyer agrees to:

- Ensure that Users use the Service in accordance with applicable law and these Terms
- Maintain the confidentiality of login credentials
- Ensure that any data provided to the Service is lawful and appropriate to process
- Obtain any necessary consents from participants or end users
- Use the Service in line with relevant data protection and information governance obligations

The Buyer remains responsible for the accuracy and quality of the data entered into the Service.

4. User access and security

Access to the Service is restricted to authorised Users. The Supplier provides authentication and role-based access controls. The Buyer is responsible for managing which Users are granted access and for notifying the Supplier promptly when access should be revoked.

The Supplier may suspend access where there is reasonable belief of misuse, security risk, or breach of these Terms.

5. Data protection and confidentiality

Each party will comply with its obligations under applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

The Buyer remains the data controller for Buyer data processed through the Service. The Supplier acts as data processor except where otherwise agreed.

The Supplier will:

- Process Buyer data only on documented instructions from the Buyer
- Implement appropriate technical and organisational measures to protect data

- Not access, use, or disclose Buyer data except to provide the Service or as required by law

6. Data ownership

All intellectual property rights in Buyer data remain with the Buyer. The Supplier does not claim ownership of Buyer data.

The Supplier may use aggregated and anonymised usage data for the purposes of service improvement and performance analysis, provided such data does not identify the Buyer or individuals.

7. Service availability and maintenance

The Service is provided on a best endeavours basis. Planned maintenance that may affect availability will be communicated in advance where reasonably practicable.

The Supplier does not guarantee uninterrupted availability but will take reasonable steps to minimise disruption.

8. Support

Standard support is provided via email or ticketing during UK business hours (09:00-17:30, Monday-Friday), as described in the service listing. Enhanced support may be agreed separately.

9. Charges and payment

Charges for the Service are as set out in the published G-Cloud pricing document or as agreed in the applicable Order Form or Call-Off Contract.

All charges are exclusive of VAT unless stated otherwise.

10. Term and termination

The term of the contract will be as set out in the Call-Off Contract.

Either party may terminate in accordance with the termination provisions of the CCS Call-Off Contract.

Upon termination:

- Buyer access to the Service will be removed
- The Buyer may export its data using available tools
- The Supplier will securely delete Buyer data following confirmation of export and in line with retention obligations

11. Intellectual property

All intellectual property rights in the Service, platform, and related materials remain the property of the Supplier or its licensors.

The Buyer is granted a non-exclusive, non-transferable right to use the Service for internal business purposes for the duration of the contract.

12. Confidentiality

Each party agrees to keep confidential any confidential information received from the other party and to use such information only for the purposes of fulfilling the contract.

This obligation survives termination of the contract.

13. Liability

Liability between the parties is governed by the limitation of liability provisions set out in the CCS G-Cloud Call-Off Contract.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under law.

14. Subcontracting

The Supplier may use subcontractors (for example cloud infrastructure providers) to deliver parts of the Service but remains responsible for delivery in accordance with the contract.

15. Changes to the service

The Supplier may make reasonable changes to the Service to improve functionality, security, or compliance. Material changes that significantly reduce functionality will not be made without agreement.

16. Governing law

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