



# **Standard Terms and Conditions – Service Charge Pro**

BRX Technology Ltd

G-Cloud 15

Lot 2 – Software as a Service (SaaS)

Version 1.0

29/01/2026

# 1. Definitions and interpretation

## 1.1 Definitions

In these Terms and Conditions, the following definitions apply:

**“Call-Off Contract”** means the contract formed between the Supplier and the Customer for the provision of the Service, incorporating these Terms and Conditions, the Service Definition and the applicable Pricing Document.

**“Customer”** means the public sector organisation entering into a Call-Off Contract with the Supplier.

**“Customer Data”** means all data (including personal data) provided to, uploaded to or generated within the Service by or on behalf of the Customer.

**“Pricing Document”** means the pricing information published by the Supplier on the Digital Marketplace and referenced in the Call-Off Contract.

**“Property”** means a residential or mixed-use property unit managed by the Customer and within scope of the Service for pricing purposes, as defined in the applicable Call-Off Contract.

**“Service”** means the Service Charge Pro software-as-a-service offering described in the Service Definition.

**“Service Definition”** means the document describing how the Service operates, published as part of the Supplier’s G-Cloud listing.

**“Subscription Term”** means the period during which the Customer is entitled to access and use the Service, as set out in the Call-Off Contract.

**“Supplier”** means BRX Technology Ltd.

## 1.2 Interpretation

- a) Headings are for convenience only and do not affect interpretation.
- b) References to “including” or “include” are illustrative and do not limit the meaning of the words preceding them.
- c) References to legislation include any amendments or re-enactments of that legislation.
- d) In the event of any inconsistency between these Terms and Conditions and the Service Definition or Pricing Document, the order of precedence shall be:

1. the Call-Off Contract
2. these Terms and Conditions
3. the Service Definition
4. the Pricing Document

# 2. Service provision

## 2.1 Provision of the Service

Subject to the terms of the applicable Call-Off Contract, the Supplier shall provide the Customer with access to the Service during the Subscription Term.

The Service is provided as a cloud-hosted software-as-a-service solution and is accessed via a web browser. The Supplier is responsible for hosting, operating and maintaining the Service in accordance with these Terms and Conditions and the Service Definition.

## 2.2 Standard service

The Service is provided as a standard software product. The Supplier may make updates, enhancements and improvements to the Service from time to time as part of normal operation and service evolution.

Nothing in these Terms and Conditions obliges the Supplier to deliver bespoke development, customer-specific functionality or changes to the core Service, except where expressly agreed in writing as part of a Call-Off Contract.

## 2.3 Third-party services

The Service may rely on third-party cloud infrastructure and services to support hosting and operation. The Supplier remains responsible for the provision of the Service to the Customer in accordance with the Call-Off Contract, notwithstanding the use of third-party providers.

# 3. Licence to use the Service

## 3.1 Licence grant

During the Subscription Term, the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service for the Customer's internal business purposes, in accordance with the Call-Off Contract and these Terms and Conditions.

## 3.2 Permitted use

The Customer may permit its employees, contractors agents and group companies to access and use the Service on its behalf, provided that such use is for the Customer's internal business purposes and the Customer remains responsible for all acts and omissions of such users.

## 3.3 Restrictions

The Customer shall not, and shall not permit any third party to:

- a) copy, modify, adapt or create derivative works of the Service, except as expressly permitted by law;
- b) reverse engineer, decompile or otherwise attempt to derive the source code of the Service, except to the extent permitted by law;
- c) access or use the Service in a manner that is unlawful or infringes the rights of any third party;
- d) use the Service to provide services to third parties or for the benefit of any third party other than the Customer.

## 3.4 No transfer of ownership

Except for the licence expressly granted under this section, no rights, title or interest in or to the Service are transferred to the Customer.

## 4. Customer responsibilities

### 4.1 Use of the Service

The Customer is responsible for ensuring that the Service is used in accordance with the Call-Off Contract and these Terms and Conditions. The Customer shall ensure that all users authorised to access the Service comply with these Terms and Conditions.

### 4.2 Access and credentials

The Customer is responsible for maintaining the confidentiality of user access credentials and for managing user access to the Service, including the creation, modification and removal of user accounts. The Supplier shall not be responsible for unauthorised access arising from the Customer's failure to manage access credentials appropriately.

### 4.3 Customer data

The Customer is responsible for the accuracy, quality and legality of Customer Data provided to or used within the Service. This includes responsibility for ensuring that Customer Data supplied for configuration, migration and ongoing operation of the Service is complete and accurate.

### 4.4 Third-party systems and integrations

Where the Service is integrated with third-party systems, the Customer is responsible for ensuring that it has the necessary rights, licences and permissions to enable such integrations and for the availability and operation of those third-party systems. The Supplier shall not be responsible for failures or issues arising from third-party systems or data sources outside its control.

### 4.5 Customer environment

The Customer is responsible for ensuring that its users have access to suitable devices, supported web browsers and network connectivity required to access and use the Service.

## 5. Support and service management

### 5.1 Support services

The Supplier shall provide support services for the Service during standard business hours, Monday to Friday, excluding public holidays. Support requests may be raised via email, phone or an online helpdesk and are logged and managed in accordance with the Supplier's support processes.

### 5.2 Incident management

Support requests and incidents are prioritised based on severity and impact. Incidents affecting service availability or data integrity are managed through defined incident management and escalation processes. The Supplier will use commercially reasonable efforts to investigate and resolve incidents promptly and will provide updates to the Customer as appropriate.

## 5.3 Changes and maintenance

The Supplier may perform maintenance, updates and changes to the Service from time to time as part of normal operation. Where maintenance is expected to impact service availability, the Supplier will take reasonable steps to minimise disruption and to notify affected customers in advance where practicable.

## 5.4 Records and auditability

Support activities and changes undertaken by the Supplier in relation to the Service are logged to support traceability and auditability.

# 6. Availability and maintenance

## 6.1 Service availability

The Supplier shall use commercially reasonable efforts to make the Service available to the Customer during the Subscription Term and to operate the Service in a manner consistent with a professionally managed cloud-based service. The Service may be subject to temporary interruptions due to maintenance, updates or factors outside the Supplier's reasonable control.

## 6.2 Planned maintenance

The Supplier may carry out planned maintenance from time to time to support the operation, security and improvement of the Service. Where planned maintenance is expected to impact service availability, the Supplier will take reasonable steps to minimise disruption and, where practicable, to notify affected customers in advance.

## 6.3 Unplanned interruptions

In the event of unplanned service interruptions, the Supplier will use commercially reasonable efforts to restore service availability promptly, taking into account the severity and impact of the interruption.

## 6.4 No guaranteed levels

Except as expressly agreed in a Call-Off Contract, the Service is not provided with guaranteed levels of availability and may be subject to temporary interruptions.

# 7. Data protection

## 7.1 Data protection roles

For the purposes of applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018, the Customer is the data controller and the Supplier is the data processor in respect of any personal data processed in connection with the provision of the Service.

## 7.2 Processing of personal data

The Supplier shall process personal data only on documented instructions from the Customer and solely for the purposes of providing the Service in accordance with the Call-Off Contract and these Terms and Conditions, unless otherwise required by applicable law.

## 7.3 Security measures

The Supplier shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage, taking into account the nature of the processing and the risks involved.

## 7.4 Sub-processors

The Supplier may engage sub-processors to assist in the provision of the Service. The Supplier shall remain responsible for the acts and omissions of its sub-processors in relation to the processing of personal data and shall ensure that appropriate data protection obligations are imposed on any such sub-processors.

## 7.5 Assistance and cooperation

The Supplier shall provide reasonable assistance to the Customer to enable the Customer to comply with its obligations under applicable data protection legislation, including in relation to data subject rights and security incidents, to the extent reasonably practicable and taking into account the nature of the processing.

## 7.6 Data deletion and return

Following termination or expiry of the Subscription Term and completion of any agreed data export, the Supplier shall securely delete personal data processed on behalf of the Customer in accordance with the Supplier's data sanitisation processes.

# 8. Security

The Supplier shall implement appropriate technical and organisational measures to protect the Service and Customer Data against unauthorised access, loss or misuse, taking into account the nature of the Service and the risks involved.

Security controls include, but are not limited to, access controls, encryption of data in transit and at rest, and the monitoring of the Service for potential security issues. Access to the Service is restricted through authentication and role-based permissions.

The Supplier operates defined security policies and processes and undertakes regular security activities, including independent penetration testing and vulnerability monitoring, to identify and address potential security risks.

Security measures are reviewed periodically and updated as appropriate to reflect changes to the Service and the threat landscape.

# 9. Intellectual property

## 9.1 Supplier intellectual property

All intellectual property rights in and to the Service, including any updates, enhancements or modifications to the Service, shall remain vested in the Supplier or its licensors.

Except for the licence expressly granted under these Terms and Conditions, nothing in the Call-Off Contract shall operate to transfer any intellectual property rights in the Service to the Customer.

## 9.2 Customer data

The Customer retains all intellectual property rights in Customer Data. The Supplier shall not acquire any rights in Customer Data other than those necessary to provide the Service in accordance with the Call-Off Contract and these Terms and Conditions.

## 9.3 Feedback

The Customer may provide feedback, suggestions or comments relating to the Service. The Supplier may use and incorporate such feedback in the Service without restriction and without obligation to the Customer.

# 10. Charges and payment

## 10.1 Charges

The Customer shall pay the charges for the Service as set out in the applicable Call-Off Contract and Pricing Document.

Charges for the Service may be calculated by reference to factors such as the size of the Customer's property portfolio or other agreed commercial variables, as set out in the Pricing Document. Charges relate to pricing and do not limit the Customer's right to access and use the Service in accordance with these Terms and Conditions.

## 10.2 Invoicing and payment

The Supplier shall invoice the Customer in accordance with the Call-Off Contract. Unless otherwise agreed in writing, invoices shall be payable within thirty (30) days of the invoice date.

All charges are exclusive of value added tax (VAT), which shall be payable by the Customer at the applicable rate.

## 10.3 Changes to charges

Where there is a material change to the scope of the Service or the factors on which pricing is based during the Subscription Term, the parties may agree an adjustment to the charges in accordance with the Call-Off Contract.

# 11. Changes to the Service

The Supplier may update, modify or enhance the Service from time to time as part of its ongoing development and operation of the Service.

The Supplier shall use reasonable efforts to ensure that changes do not materially reduce the core functionality of the Service during the Subscription Term. Where a change is reasonably expected to have a material adverse impact on the Customer's use of the Service, the Supplier will take reasonable steps to notify the Customer in advance.

Nothing in this section obliges the Supplier to deliver customer-specific enhancements, integrations or modifications to the Service, unless expressly agreed in writing as part of a Call-Off Contract.

## 12. Term and termination

### 12.1 Term

The Call-Off Contract shall commence on the start date set out in the Call-Off Contract and shall continue for the Subscription Term, unless terminated earlier in accordance with these Terms and Conditions.

### 12.2 Termination for convenience

The Customer may terminate the Call-Off Contract for convenience by giving written notice to the Supplier in accordance with the Call-Off Contract.

### 12.3 Termination for breach

Either party may terminate the Call-Off Contract with immediate effect by written notice if the other party commits a material breach of the Call-Off Contract and, where such breach is capable of remedy, fails to remedy that breach within a reasonable period following written notice.

### 12.4 Effect of termination

On termination or expiry of the Call-Off Contract for any reason:

- the Customer's right to access and use the Service shall cease; and
- the parties' respective rights and obligations shall cease, except for those which by their nature are intended to survive termination.

## 13. Exit and data return

### 13.1 Data export on exit

On termination or expiry of the Call-Off Contract, the Supplier shall, upon request, make Customer Data available to the Customer for export in a reasonable and commonly used electronic format, in accordance with the Service Definition.

### 13.2 Exit assistance

Reasonable assistance to support data export or transition to an alternative solution may be provided by the Supplier by agreement with the Customer. Any such assistance beyond standard data export shall be subject to additional charges, as agreed between the parties.

### 13.3 Data deletion

Following completion of any agreed data export and subject to applicable legal retention requirements, the Supplier shall securely delete Customer Data in accordance with the Supplier's data sanitisation processes.

## 14. Liability

### 14.1 Unlimited liability

Nothing in the Call-Off Contract limits or excludes either party's liability for:

- death or personal injury caused by its negligence;

- fraud or fraudulent misrepresentation; or
- any other liability which cannot be limited or excluded by law.

## 14.2 Limitation of liability

Subject to clause 14.1, the Supplier's total aggregate liability arising out of or in connection with the Call-Off Contract, whether in contract, tort (including negligence) or otherwise, shall not exceed an amount equal to the total charges paid or payable by the Customer under the Call-Off Contract in the twelve (12) months preceding the event giving rise to the claim.

## 14.3 Excluded losses

Subject to clause 14.1, neither party shall be liable to the other for any:

- loss of profits;
- loss of business or anticipated savings;
- loss of goodwill; or
- indirect or consequential loss,  
arising out of or in connection with the Call-Off Contract.

## 14.4 Data protection liability

Nothing in this section limits or excludes liability arising under applicable data protection legislation where such liability cannot be lawfully limited.

## 15. Confidentiality

Each party shall keep confidential all information of a confidential nature disclosed by the other party in connection with the Call-Off Contract and shall not disclose such information to any third party without the prior written consent of the disclosing party, except as permitted by law or as required for the performance of the Call-Off Contract.

This obligation shall not apply to information which:

- is or becomes public other than through a breach of the Call-Off Contract;
- was lawfully in the receiving party's possession before disclosure;
- is lawfully disclosed to the receiving party by a third party without restriction; or
- is required to be disclosed by law, regulation or a competent authority.

## 16. General

### 16.1 Assignment and subcontracting

The Supplier may subcontract or delegate the performance of its obligations under the Call-Off Contract, provided that it remains responsible for the acts and omissions of its subcontractors. The Customer may not assign or transfer the Call-Off Contract without the Supplier's prior written consent, such consent not to be unreasonably withheld.

## 16.2 Entire agreement

The Call-Off Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings and arrangements relating to that subject matter.

## 16.3 Waiver

A failure or delay by either party to exercise any right or remedy under the Call-Off Contract shall not constitute a waiver of that or any other right or remedy.

## 16.4 Severance

If any provision of the Call-Off Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 16.5 Governing law and jurisdiction

The Call-Off Contract and any dispute or claim arising out of or in connection with it 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 courts of England and Wales.