

Migo LMS – G-Cloud Terms and Conditions

1. About these Terms

These Terms and Conditions govern the provision of the **Migo Learning Management System (LMS)** (“the Service”) by **Migo Consult Ltd** (“the Supplier”) to the contracting authority or buyer (“the Customer”) under the G-Cloud 15 framework.

The Service is provided as a **Software as a Service (SaaS)** solution and is accessed remotely via the internet.

2. Service Description

Migo LMS is a cloud-hosted learning management platform designed to support training delivery, competency management, compliance reporting, and workforce readiness, particularly within regulated and safety-critical environments including rail.

The Service includes access to the LMS platform, standard functionality as described in the Service Definition, and associated support services.

3. Service Provision

The Service is provided on a subscription basis for the duration of the agreed call-off contract. Access is granted to authorised users only and is subject to role-based permissions.

The Supplier will use reasonable endeavours to make the Service available in accordance with the availability targets described in the Service Definition, excluding planned maintenance and events outside the Supplier’s reasonable control.

4. Customer Responsibilities

The Customer is responsible for:

- Ensuring users comply with acceptable use requirements
- Managing user access and permissions
- Providing accurate data and content uploaded to the Service
- Ensuring appropriate connectivity and compatible devices

The Customer must not misuse the Service, attempt unauthorised access, or introduce malicious content.

5. Data Protection and Security

The Supplier processes personal data in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

Customer data remains the property of the Customer. The Supplier implements appropriate technical and organisational measures to protect data, as described in the Service Definition and security responses.

6. Data Hosting and Location

The Service is hosted in UK-based cloud infrastructure unless otherwise agreed. Logical separation is maintained between customer environments in multi-tenant deployments.

7. Intellectual Property

All intellectual property rights in the Migo LMS platform, software, and documentation remain with the Supplier or its licensors.

The Customer retains all rights to its own data, training content, and materials uploaded to the Service.

8. Customisation and Configuration

The Service may be configured by authorised Customer administrators using built-in configuration tools. Customers may not modify core platform code or security controls.

Additional configuration, integration, or professional services may be provided by agreement and may incur additional charges.

9. Support and Maintenance

Support is provided via email or ticketing during agreed support hours, as described in the Service Definition.

Planned maintenance will be scheduled outside core business hours where possible, with advance notice provided.

10. Charges and Payment

Charges are as set out in the Pricing Document associated with the G-Cloud service listing. All prices are exclusive of VAT unless stated otherwise.

Payment terms are governed by the applicable call-off contract.

11. Termination

Either party may terminate the contract in accordance with the call-off agreement.

Upon termination, the Customer may request extraction of its data in line with the Service Definition. Following completion of data extraction and any agreed notice period, access will be removed and customer data securely deleted in accordance with retention policies.

12. Liability

Each party's liability is subject to the limitations and exclusions set out in the call-off contract and applicable G-Cloud framework terms.

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

13. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control.

14. Governing Law

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