

vLEX – Terms and Conditions

vLEX Virtual Learning Experience (SaaS) - G-Cloud 15

1. About these Terms

These Terms and Conditions govern the provision of the vLEX Virtual Learning Experience (“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. Definitions

- **Service:** The vLEX Virtual Learning Experience, an immersive, browser-based training and learning platform.
- **Supplier:** Migo Consult Ltd.
- **Customer:** The contracting authority purchasing the Service via the G-Cloud 15 framework.
- **Users:** Individuals authorised by the Customer to access and use the Service.
- **Content:** Training materials, 3D environments, media, data, and learning resources created, uploaded, or used within the Service.
- **Contract:** The agreement formed between the Customer and the Supplier under G-Cloud 15, incorporating these Terms and Conditions.

3. Provision of the Service

The Supplier shall provide access to the Service for the duration of the Contract in accordance with the G-Cloud 15 framework agreement and these Terms and Conditions.

The Service is delivered as a multi-tenant, cloud-hosted SaaS platform. No local software installation is required for standard use.

The Supplier may update, enhance, or modify the Service from time to time to maintain functionality, security, or performance, provided such changes do not materially reduce the core functionality of the Service.

4. Service Availability and Maintenance

The Supplier will use reasonable endeavours to make the Service available in line with the published availability targets.

Planned maintenance will be carried out outside normal UK business hours where possible and with reasonable advance notice.

The Supplier shall not be liable for service interruptions caused by factors outside its reasonable control, including network outages, third-party service failures, or force majeure events.

5. Customer Responsibilities

The Customer is responsible for:

- Ensuring Users comply with these Terms and Conditions
- Managing user access, roles, and permissions
- Ensuring appropriate internet connectivity and compatible devices
- Ensuring that all Content uploaded by the Customer complies with applicable laws and does not infringe third-party rights

The Customer must not attempt to reverse engineer, interfere with, or misuse the Service.

6. Users and Access Control

Access to the Service is restricted to authorised Users.

The Supplier implements role-based access controls and security measures, including authentication mechanisms, to protect the Service and Customer data.

The Customer is responsible for promptly removing access for Users who no longer require it.

7. Data Protection and Security

The Supplier shall process 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 Customer data against unauthorised access, loss, or disclosure.

8. Intellectual Property

All intellectual property rights in the Service, including software, platform components, and supplier-created materials, remain the property of the Supplier or its licensors.

The Customer retains ownership of its Content.

The Supplier is granted a limited licence to host, process, and display Customer Content solely for the purpose of providing the Service.

9. Integration and APIs

The Service may integrate with third-party systems via APIs where enabled.

The Supplier does not guarantee the availability or performance of third-party systems and is not responsible for changes or failures outside its control.

API access is subject to role-based permissions and security controls.

10. Customisation and Configuration

The Service supports configuration without code changes, including:

- Learning structures and pathways
- User roles and permissions
- Content presentation and reporting
- Dashboards and notifications

The Customer cannot modify core platform code or security controls.

Advanced configuration or bespoke work may be subject to additional agreement and cost.

11. Support Services

The Supplier provides support via email or online ticketing during UK business hours.

Issues are prioritised and managed based on severity.

Enhanced support or on-site assistance may be provided by agreement at additional cost.

12. Charges and Payment

Charges for the Service are as set out in the applicable G-Cloud pricing document.

All charges are exclusive of VAT unless stated otherwise.

13. Suspension and Termination

The Supplier may suspend access to the Service where required to protect security, comply with legal obligations, or address misuse.

Either party may terminate the Contract in accordance with the G-Cloud 15 framework terms.

14. End-of-Contract Data Extraction

Upon termination or expiry of the Contract, the Customer may request extraction of its data in commonly used, open formats such as CSV or Excel.

Standard data extraction is included in the Contract. Additional assistance may be provided by agreement.

Following confirmation of data extraction, Customer data will be securely deleted in accordance with retention policies and legal requirements.

15. Limitation of Liability

Liability is limited in accordance with the G-Cloud 15 framework agreement.

Nothing in these Terms excludes liability for death, personal injury, fraud, or other liabilities that cannot be excluded by law.

16. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.