

PretaGov – Terms and Conditions (G-Cloud Services)

These Terms and Conditions apply to the supply of software and services by PretaGov Ltd to UK public-sector organisations under the G-Cloud framework. By placing an order, the Client agrees to these Terms.

1. Definitions

“Client” means the public-sector organisation purchasing services. “Services” means the G-Cloud services ordered. “SaaS” means hosted software provided by PretaGov. “Support Services” means configuration, implementation, and operational support services.

2. Scope of Services

Services will be provided as described in the applicable G-Cloud service listing and order form. Hosting is included only where the service is explicitly described as SaaS. Hosting for other services is excluded and must be provided by the Client or priced separately.

3. SaaS Services

Where PretaGov provides SaaS services, the Client is granted a non-exclusive, non-transferable right to use the software for internal business purposes during the subscription term. PretaGov retains all intellectual property rights.

4. Support and Professional Services

Support and professional services are provided on a reasonable care and skill basis. Services outside the agreed scope may be charged separately at the applicable G-Cloud rates.

5. Client Responsibilities

The Client is responsible for the accuracy, legality, and security of its content, data, and user access. The Client must ensure appropriate approvals for publication and use of content.

6. Service Availability

SaaS services are provided with a target availability of 99.9%, excluding scheduled maintenance and events outside PretaGov’s reasonable control.

7. Fees and Payment

Fees are as set out in the applicable G-Cloud pricing document. Fees are exclusive of VAT. Invoices are payable within 30 days unless otherwise agreed.

8. Data Protection

Each party shall comply with applicable data protection legislation. Where required, a Data Processing Agreement will be provided.

9. Confidentiality

Each party shall keep confidential any information disclosed that is marked or reasonably understood to be confidential.

10. Liability

Each party's liability is limited to the total fees paid under the relevant order in the preceding 12 months, except where liability cannot be limited by law.

11. Termination

Either party may terminate for material breach with 30 days' written notice if the breach is not remedied. On termination, access to SaaS services will cease.

12. Governing Law

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

These Terms are designed to align with the G-Cloud framework and do not override any mandatory framework conditions.