

People Alchemy Learning Workflow Platform Terms and Conditions

G-Cloud 15
Lot 2b – Software as a Service (SaaS)

People Alchemy Ltd
Registered in England No. 3792933
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PEOPLE ALCHEMY

1. Relationship to the G-Cloud Call-Off Contract and order of precedence

These terms apply to cloud software services supplied by People Alchemy Ltd under G-Cloud Lot 2b. They are supplementary to the G-Cloud Call-Off Contract and apply only where matters are not already addressed by that contract. In the event of any conflict, ambiguity, or inconsistency, the G-Cloud Call-Off Contract shall take precedence over these terms and over any other supplier documentation.

2. Scope of application

These terms apply only to Lot 2b cloud software services purchased under the G-Cloud 15 framework. They do not apply to professional services, which are governed separately under Lot 3.

3. Disapplication of standard SaaS and online terms

For the avoidance of doubt, any standard platform licence agreement, website terms of use, online, in-application, or click-through terms, or standard SaaS terms do not apply to services purchased under the G-Cloud framework. Only the G-Cloud Call-Off Contract and any permitted supplementary supplier terms form the contractual agreement for Lot 2b services.

4. Nature of the service

The Lot 2b service is a cloud software service provided in accordance with the G-Cloud Call-Off Contract. The configuration, scope of use, and commercial terms applicable to the service are defined at call-off and documented in the Order Form or equivalent call-off documentation.

5. Intellectual property

Intellectual property rights relating to Lot 2b cloud software services are governed exclusively by the G-Cloud Call-Off Contract. Nothing in these terms alters, supplements, or redefines those rights.

6. Data protection and processing

Data protection obligations, including the roles of controller and processor, are governed by the G-Cloud Call-Off Contract and its schedules. For the avoidance of doubt, no separate data processing agreement, online privacy policy, or standard SaaS data protection addendum applies to Lot 2b services purchased under G-Cloud.

7. Suspension, termination, and access

Any suspension, restriction, or termination of access to the cloud software service is governed by the G-Cloud Call-Off Contract. No additional suspension or termination rights are created by these terms.

8. Liability and warranties

Liability, warranties, remedies, and exclusions are governed by the G-Cloud Call-Off Contract. No service credits, SaaS-style disclaimers, or alternative liability regimes apply to Lot 2b services.

9. Governing law

These terms are governed by the same governing law as the G-Cloud Call-Off Contract.

10. Entire agreement

These terms form part of the contractual documentation for Lot 2b services under G-Cloud 15 and must be read in conjunction with the G-Cloud Call-Off Contract and the applicable Order Form.