



G Cloud Terms and Conditions Document

Seeker Software Services

Property Management

Estates and Facilities Management

Compliance

Bookings

January 2026

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G Cloud Terms & Conditions

Our standard terms and conditions are set out below and, where precedence requires, the standard contractual clauses of the relevant procurement framework will prevail.

1. Terms of Service

XXXX service is provided by Invigilatis Limited - (the Company) to you (the Customer).

Invigilatis has its registered office at SJIC, Cowley Road Cambridge, CB4 0WS.

Invigilatis reserves the right to suspend or cancel the Customer's access to any or all services when it is apparent that the account has been inappropriately used or otherwise.

Our business is continually evolving and as such we reserve the right to change our Terms and Conditions when necessary. It is your responsibility to ensure that you are up to date with all of our T&Cs. We will, however, notify you of any prominent changes that we feel you need to be made aware of proactively. Your continued use of the Service(s) after the posting of the changes to the Terms and Conditions means that you accept those changes.

If you are using the services on behalf of another individual, you will need to make that individual aware of our T&Cs and that such individual will agree to be bound by the T&C's below.

Note: all our services are covered by the General Terms and Conditions below,

2. Start up and Duration

This agreement will start on the date it is signed by both parties and will continue until terminated as in **XXXX**

3. Service

For the term of this Agreement, we shall provide you with access to the Service(s) in accordance with this Agreement.

The Service(s) continue to evolve in the light of business, market and technical developments. Accordingly, we reserve the right to make improvements, substitutions, modifications and to add or remove elements of the Service(s). You acknowledge that INVIGILATIS shall not be liable to you or any third party for any modification, discontinuance or suspension of the Service(s).

4. G Cloud Service Delivery

Invigilatis' services can be delivered to:

- a Private Cloud via an internally hosted installation (i.e. departmental LANs and WANs)
- a Private Cloud via external hosting (i.e. hosting by Invigilatis, via secure virtualised servers over the Internet)
- a Hybrid cloud (e.g. a mix of local and cloud hosting by Invigilatis – this may be applicable when the Invigilatis BI service is specified)

5. Software

The service will be based upon the latest versions of Invigilatis' Seeker software. Should an updated version of the software become available during the life of the contract then the customer will have the option of updating it to the latest version. Whilst the update will not be chargeable as regards the licence, a charge will be levied by the company for the time and cost of the installation. If the customer prefers, they have the option to remain with the existing version.

The Customer will not

- download copies of the software or associated documentation without Invigilatis express permission.
- attempt to reverse compile, reverse engineer, disassemble or otherwise reduce to human perceivable format any of the software, except as may be allowed by law.

Invigilatis will support the Customer to establish Escrow arrangements to protect the software and service, but its associated costs will be met in full by the Customer.

6. Hosting

Invigilatis is fully responsible for the provision and management of Hosting if the services are delivered via the externally hosted arrangement.

The Customer is fully responsible for the provision and management of Hosting if the services are delivered via their own arrangements.

7. Consultancy

Invigilatis provides a full range of consultancy services, chargeable at a day rate, to assist in configuring the service, integrate workflows, load and export data and develop reports, dashboards and Business Intelligence solutions

8. Charges and Payment

All charges for the Services, as detailed in the Order Form/Invoice, shall be paid by the Customer to the Company annually in advance unless otherwise agreed between the Parties.

The Company reserves the right to vary all charges to the Customer with one month's notice, but any such variation shall only take effect on the contract renewal date or the anniversary of the contract commencement date (whichever is the earlier).

Itemised details of excess usage of bandwidth and any other relevant charges may only be made available to the Customer if ordered in advance, but the Company in any event reserves the right to make additional charges for the provision of these details.

All payments shall be due to the Company on presentation of invoice or as otherwise stated. All payments shall be sent to the Company's registered office as set out above in the section above "Terms of Service", or such other address as may be notified in writing from time to time by the Company to the Customer.

The Company reserves the right to charge interest on late payments at the rate of 5% above the Bank of England Base Rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002.

All charges and tariffs are quoted exclusive of Value Added Tax.

The Company reserves the right to change payment terms and require deposits if the Customer is more than 30 days late in making payments during the term of the Agreement in addition to or in lieu of any other remedies set out in the Conditions or otherwise available at law or in equity.

9. Registration

In registering with **XXXX** Service, Customers will have unlimited access to their information.

The security of log-in details provided by Invigilatis upon registration is the responsibility of the Customer.

10. User ID and Password

Your User ID and password will be used to verify your identity and to authenticate information you send. They will be held securely by Invigilatis.

You must always keep your User ID and password safe and secret. There will be facilities to change your password if desired. If you suspect that your user ID and password have been given to an unauthorised person (or organisation) then you must inform Invigilatis. For the purposes of client data and security it is imperative that the customer put in place a range of administrative procedures to protect their user bank of User IDs and passwords. If these are breached, or are suspected of being breached, then the customer must inform Invigilatis as soon as possible.

If you forget your User ID, you can ask for it to be re-issued either by post or online by contacting **XXXX**. Similarly if you forget your password, you can request a replacement to be sent to you either by post or online by contacting **XXXX**.

If you lose both your User ID and password, you will need to contact **XXXX** and formally request the User ID and password are resupplied.

11. Login

When registered, you can login to the members' only section of the Invigilatis website using your User ID and password.

12. Client data

You acknowledge and agree that we can use Client Data for the purposes of providing you with the Service(s).

You (or your agent or representative) will supply us with all data and other information we may reasonably request from time to time to allow us to supply the Service(s) to you. All data and information you supply will be, to the best of your abilities, true, accurate and complete.

13. Use of data

In consideration of payments made by you to us and subject to the following clause, we grant you for the term of this Agreement a non-exclusive and non-transferable right to allow you to use the Data for your own internal business purposes in the following ways and for no other purposes whatsoever: -

- to save and import copies of the Data into electronic files for your own reference only;
- to print out extracts from the Data for your own reference only.
- to incorporate parts of the Data into internal research documents written by you for distribution and use within your organisation only.
- to e-mail, or to attach to an e-mail, any such reports within your organisation for reference purposes only by recipients of such e-mails.
- to incorporate and make insubstantial parts of the Data available via any corporate intranet you may operate.
- to make available the Data to any consultants appointed directly by you for the sole purpose of providing to you advice based on the Data and for no other purposes whatsoever.

You shall not use the Data in any way which is not expressly permitted in the clause above. In particular, but without limitation: -

- no sale, transfer, sub-licence, distribution or commercial exploitation of the Data is permitted, nor otherwise making such data available to or for the benefit of any third party.
- none of the Data may be distributed (whether for commercial or non-commercial use) on any email sent outside of your organisation (other than in accordance with this Agreement), corporate extranet or other web-based product or services operated by or for you.

14. Confidentiality

Both parties will ensure that their respective officers, employees and agents shall maintain in strictest confidence and not divulge or communicate to anyone else any Confidential Information relating to the other except as permitted by this Agreement.

The obligations of the above clause above shall not apply to information which:

- is already public knowledge, through no act or default of either of us;
- either party is required to divulge by a Court, tribunal or governmental authority with competent jurisdiction.
- was known to the recipient before the date of disclosure (as evidenced by written evidence) without obligation of confidentiality.
- was subsequently obtained by the recipient from someone else without that person breaching any obligations of confidentiality that they have to either you or us.
- is provided to the professional advisers of either of us for our internal business purposes.

Either party should inform the other party in the case of an actual or suspected breach of confidentiality.

15. Intellectual Property Rights (IPR)

All IPR in the Software is owned by Invigilatis and its licensors

All IPR in the Client data is owned by the Customer.

16. Security

You will comply with any rules and guidelines that we reasonably prescribe from time to time in relation to the manner in which we provide the Service(s).

Best practice security and cyber-security are expected from you. If improvement advice goes unheeded repeatedly and you are at risk, we reserve the right to suspend the Service(s).

17. Service Availability

Invigilatis will ensure that the online service is available at all times i.e. twenty-four hours a day, seven days a week. If the service is interrupted, Invigilatis or its agents will use our best endeavours to restore it as soon as possible.

We reserve the right to take the service off-line for essential maintenance and undertake that wherever possible this will be done during times of low access (e.g. overnight/early morning). With expected maintenance the customer will be notified in advance of any such suspension.

We also reserve the right to take the service off-line if the customer reports a breach (or a suspected breach) in their security practices to protect the bank of their User Logins and Passwords. Restoration of the service will be done as soon as possible and in consultation with the customer.

However, access to the service may be suspended without notice. If the service is disrupted in this way, it remains your responsibility to comply with any statutory time limits regarding the filing of information, statements and returns.

18. Force Majeure

Either or any party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and

that the other party was timely notified of the likelihood or actual occurrence of this or these event(s).

19. Termination

Both parties may terminate the agreement:

- by giving three months written notice in advance of the annual renewal.
- immediately by giving written notice when the service has been unavailable for 30 days

Invigilatis may suspend or terminate your access to the Services without prior notice if:

- You are in breach of any of these Terms and Conditions or any revised Terms and Conditions that We may from time to time impose; or
- You become unable to pay your debts as they fall due.

Any suspension or termination of the Service under the above clause shall:

- be without prejudice to:
 - any claim which We may have against You or any third party for any loss or damage sustained by Us as a result of any such breach by You; and
 - any sums already paid or then due or payable; and
 - any other rights accrued hereunder; and
- shall not affect obligations which are expressed not to be affected by expiry or termination. hereof’.

20. Warranties

Invigilatis warrants that it provides these services free from all encumbrances.

21. Indemnities

Invigilatis undertakes to use reasonable endeavours at all times to support its customers, and to provide to the best of its ability the most up-to date information available. However, the Company cannot be responsible for any losses, damages, or penalties civil or otherwise that you incur that result from its failure in good faith to provide appropriate information or guidance, or for such losses as may be incurred by yourself as a result of your failure to meet required standards, e.g. of the Care Quality Commission or other statutory body.

22. Notices

Any notice will be given in writing and may be sent by first class post, fax or email. Any notice sent by post will be deemed to have arrived with 48 hours after posting and fax and email will be deemed to have arrived on the day of transmission.

23. Entire Agreement

This Agreement, along with any exhibits, appendices, addendums, schedules, and amendments

hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

The parties hereby acknowledge and represent, by affixing their hands and/or seals hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, wilful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

24. Arbitration

In the event of a dispute between the parties, any difference will be referred to a single arbitrator. If agreement cannot be reached on the appointment of the arbitrator, the matter will be referred to the President of the Law Society to nominate a suitable appointee.

25. Applicable Law

This Agreement including any annexes and appendices shall be governed by and construed in accordance with the laws of England and Wales.