

## HealthRota Terms of Business

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**Licensor:** HealthRota Limited

**Licensee:**

### Introduction

The following sets out the terms of business ('Terms of Business') agreed with you ('Licensee') for use of the HealthRota Service(s).

Use of the service, via the online website, is subject to the online terms and conditions all users must agree to when invited to join, as they may be updated and amended from time to time. These terms and conditions apply to individual users at the Licensee as well as to the Licensee and shall be incorporated by reference into and form part of these Terms of Business.

### Service Provided

HealthRota provides healthcare workforce management software and integration services, including payroll, reporting, and third-party temporary staffing suppliers. Enhancements and bug fixes to the software will be provided within the fee unless otherwise agreed. HealthRota grants the Licensee a limited, non-exclusive, non-sub-licensable, and non-transferable licence to access and use the Services in accordance with these Terms of Business.

### Confidentiality

'Confidential Information' means the HealthRota online rota service, software, and website, and any other information which is designated by HealthRota to be confidential.

The Licensee shall treat the Confidential Information as confidential and shall not disclose the Confidential Information to any person, cause unauthorised disclosure through any failure to exercise due care and diligence, or use the Confidential Information other than for the purpose of exercising its rights under these Terms of Business.

The Licensee may disclose the Confidential Information:

- a) to any employees, officers, representatives, or advisers who need to know the information, provided they are subject to equivalent obligations of confidentiality; and
- b) to the extent that such disclosure is required by law, by any court of competent jurisdiction, or by any regulatory or administrative body, subject to the party obliged to comply with such law or order giving the other party as much notice of its terms as possible.

The Confidential Information will cease to be subject to the restriction above to the extent that it is or becomes publicly known other than through the Licensee's act or omission, was

in the Licensee's lawful possession before the disclosure, or is lawfully disclosed to the Licensee by a third party without restriction on disclosure.

## Liability

Nothing in these Terms of Business shall exclude or restrict HealthRota's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

Subject to the above, in no circumstances shall HealthRota be liable to the Licensee, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise, for any indirect, special, or consequential loss, or for any loss of profit, loss of business, loss or corruption of data, pure economic loss, or any other similar loss.

HealthRota's total liability to the Licensee under or in connection with these Terms of Business and the use of the HealthRota online rota service, software, and website shall, for each year, be limited in aggregate to the fees paid or payable by the Licensee in that year.

Except as expressly set out in these Terms of Business or in secondary contracts such as the Standard NHS Terms or G-Cloud Call-off contract, which take precedence over this contract, all conditions, warranties, terms, and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing, or otherwise (including about quality, performance, or fitness or suitability for purpose) in respect of the HealthRota online rota service, software, and website, are excluded to the fullest extent permissible by law.

## Security Standards

HealthRota has stringent security policies to ensure that our clients' data is not at risk. We will be happy to detail these policies if requested. If the Licensee has specific standards that must be met, then we would be happy to discuss these.

## Incident Reporting

Any incident that occurs will be tracked and managed using our incident reporting policies, including our incident reporting tool. These policies can be communicated on request. Communication of any incident will be immediate and, in any event, no longer than one business day. We will provide regular updates on the incident until resolution.

## HealthRota Staff

HealthRota has an onboarding and induction process which all staff undertake (including DBS, RTW, and reference checks, along with regular appropriate training on data security and governance) and which forms part of the scope of our ISO 27001 certification.

## Fees

Please refer to the [HealthRota Pricing Schedule](#) for details of current rates.

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## Payment Calculation

HealthRota will log the number of persons (including locums) who have an active rota membership during a calendar month on a rota hosted by HealthRota (a 'User'). A locum user is a person who is recorded or registered in the system, not as a rota member, but who does work a shift.

Payment for use of our subscription services is by way of a monthly licence fee payable quarterly in advance, calculated by reference to the number of users of the service by Licensee in a calendar month.

The e-rostering licence fee shall be (a) the Unit Cost per User on the day in such month in which there was the highest number of Users (excluding locums), plus (b) the Unit Cost per count of the highest number of locum(s) who worked on any day in such month. The Unit Cost will be discounted as qualifying rota memberships per month reach thresholds outlined in the [HealthRota Pricing Schedule](#).

HealthRota e-Job planning is an additional subscription service chargeable at the prevailing Unit Cost per user, per calendar month excl. VAT. There is no requirement to use job planning when subscribing to e-rostering.

Where the Licensee uses HealthRota's locum bank module to arrange a locum shift and the locum doctor is not a regular rota member, they will incur a transactional charge per arranged locum shift. Please refer to [HealthRota Pricing Schedule](#) for bands which trigger discounts to this price. Adjusted locum shift charges from the previous invoice period will be billed in arrears on the next raised invoice.

Additional HealthRota Products are payable either ad hoc as utilised or annually in advance of the usage. Please refer to [HealthRota Pricing Schedule](#) for details.

HealthRota will incorporate amendments to the core functionality of the HealthRota system within the [HealthRota Pricing Schedule](#). HealthRota reserves the right to develop additional functionality outside of the core system and apply different pricing schemes to these modules.

## Payment Terms

VAT shall be payable in addition to these amounts. Fees are payable within 30 days of receipt of a valid invoice. The invoice will set out the calculation of the fee for that month and detail subscription numbers where the data is available. Where the invoice has been estimated for future months and the numbers differ in actuality, the next invoice will contain the adjustments to cater for any difference in numbers. On termination, any future estimated unused calendar months will be refunded.

HealthRota reserves the right to increase all Unit Costs of the [HealthRota Pricing Schedule](#) by the annual rate of CPI or 2.5% on the 1<sup>st</sup> January of each year. An annual review of pricing

would be guided by a commitment to restrict any increases to 10% of the monthly User fee. Where the Licensee requires a longer-term contract, this would be subject to agreement between the Licensee and HealthRota. HealthRota relies on third parties to provide hosting and connectivity services; should the cost of these services rise by more than 10%, then HealthRota reserves the right to pass these additional costs on to the Licensee.

If payment is not made in full on the due date, then the unpaid amount shall bear interest at a rate equal to the National Westminster Bank plc base rate plus five percent per annum, compounded quarterly.

### **Subcontractors**

Where paid support is required, HealthRota may choose to subcontract this to a third party. In all cases, dealings will be with HealthRota staff, unless the Licensee has been given prior warning.

### **Termination**

Either the Licensee or HealthRota may, at any time, terminate the licence and these Terms of Business by giving the other notice of such termination in writing or by e-mail. The Licensee shall be entitled to continue to use the HealthRota service(s) until termination takes effect, and the fee(s) shall be payable in full for the month in which termination takes effect.

Where the Licensee wishes to have a longer termination period, then that termination period can be negotiated and will apply to notice of termination by either the Licensee or HealthRota.

Termination of these Terms of Business shall not affect any rights, remedies, obligations, or liabilities of either the Licensee or HealthRota that have accrued up to the date of termination.

On termination, HealthRota will remove all client data from our online databases upon request.

### **Support**

Included in HealthRota's subscription fee is unlimited access to extensive online support materials (FAQs, Articles, Video Guides, Written Manuals, and our HealthRota community), and additionally, for technical issues relating to our software, our (UK) support desk is available to you Monday – Friday during business hours. HealthRota will provide reasonable support to the Licensee and Users relating to the use of HealthRota and will aim to do so within two business days of notification. The cost of such technical support is included in the subscription fee.

HealthRota reserves the right to determine the level of support given over that of a technical nature.

## Additional Services

**Training & Consultancy Services:** HealthRota offers dedicated role-based training and/or expert consultancy services to assist in setting up best practices and structuring rotas. These services are available for an additional fee. For further information, please contact us.

**Enhanced 24/7 Support:** For continuous assistance and resolution of any issues outside of our standard support hours, enhanced (e.g., 24/7) support is available for an additional fee. Please contact us for further details.

## General

In these Terms of Business, the words ‘including’ and ‘includes’ shall be construed without limitation.

These Terms of Business shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the courts of England in respect of any disputes.

The headings in these Terms of Business shall not affect their interpretation.

If the Licensee or any User has any queries about these Terms of Business, they should contact HealthRota by emailing [info@HealthRota.co.uk](mailto:info@HealthRota.co.uk).

☐ In signing these Terms of Business I hereby acknowledge that I have read and understood the above conditions.

|            | Licensee | Licensor                  |
|------------|----------|---------------------------|
| Signature: |          |                           |
| Company:   |          | HealthRota Limited        |
| Position   |          | CEO                       |
| Email:     |          | jimbarry@healthrota.co.uk |
| Date:      |          |                           |