



**All-In-One**

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## **Terms and Conditions**



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TheStaffPort Service Agreement

THIS AGREEMENT is made on [DATE] BETWEEN:

(1) CUSTOMER NAME (the 'Customer'), a registered organisation in the United Kingdom, and

(2) Medico Partners, trading as Medico Partners Limited (the 'Supplier') a company incorporated in England and Wales under number 09355100, whose registered office is at The Ciba Building, 146 Hagley Road , Birmingham, B16 9NX

WHEREAS:

The Customer and the Supplier have agreed the following terms for the provision of the Services (as defined below) by the Supplier to Customer.

NOW IT IS AGREED as follows:

Background	Medico Partners is a reseller of SaaS product – TheStaffPort that enables Organisations to manage their end to end staffing requirements and access a growing marketplace of substantive and fixed term workers.  Organisations who wishes to use the product and services on the terms and conditions set out in this Services Agreement (this "Agreement").
Effective Date	[ DATE ]
Customer	CUSTOMER NAME
Contract Period	[ PERIOD FROM EFFECTIVE DATE ]
Free-use Period	[ PERIOD FROM EFFECTIVE DATE ]
Services	The services set out Service definition document
Fees	<div><input type="checkbox"/> Subscription and set-up fee (please refer to pricing matrix)</div> <div><input type="checkbox"/> Standard customer support and product updates are free of charge for all the users</div>

SIGNED on behalf of both parties:

Signed for and on behalf of (Customer) by:

Print name

Position

Date:

Signed for and on behalf of (Supplier) by:

Print name

Position

Date:

## TERMS AND CONDITIONS

### 1 This Agreement, Definitions, and interpretation

1.1 This Agreement comprises the Front Sheet, these terms and conditions and schedules 1 and 2.

1.2 Defined terms used in this Agreement are set out in schedule 1.

### 2 Term

2.1 This agreement will commence on the Effective Date. During the Contract Period either party may terminate on 30 days' written notice.

2.2 After the Contract Period, this Agreement will continue in force for consecutive periods of 12 months each, and unless terminated in accordance with clause 14.1, may only be terminated by either party by giving at least 60 days' written notice in each case to expire no earlier than the end of the then current 12 month term.

### 3 Supply of the Services, and Customer obligations

3.1 Supplier will provide the Services to Customer from the Effective Date in accordance with the terms of this Agreement.

3.2 Supplier may make improvements and/or minor changes to the Services from time to time in its discretion, and/or suspend the Services in order to repair, maintain or improve the Services, provided that Supplier will, where reasonably practicable, give Customer as much advance notice as reasonably possible as per the Supplier's Planned Maintenance or Emergency Maintenance plans defined in Schedule 1.

3.3 The Supplier will strive to ensure an uptime of 99%. The Supplier's servers are cloud hosted, which is ISO27001 compliant and has a secure infrastructure for the Customer's data. Backups of all services are taken on a nightly basis and retained for one month. The Supplier utilises full Disaster Recovery and Business Continuity plans.

3.4 Supplier reserves the right to change Customer's passwords or other security devices used in connection with the Services, and/or temporarily suspend the Services on notice to Customer in the event of a security breach or suspected security breach in connection with the Services.

3.5 Customer will perform its obligations set out in Schedule 2.

3.6 The parties acknowledge and agree that:

- (a) Supplier platform does not directly introduce substantive or fixed term workers to Customers, or engage with substantive or fixed term workers in any way other than through allowing them access and transact through the Supplier's platform;
- (b) Supplier Platform is not an employment agency or employment business;
- (c) Supplier does not select, vet, or verify any substantive or fixed term workers, their skills, qualifications, or eligibility to work in the United Kingdom;
- (d) Supplier's role is limited to the provision of the Services to allow substantive and fixed term workers to register for vacancies, and Supplier does not and cannot guarantee their commencement of post; and
- (e) Supplier's ability to perform the Services is dependent on Customer's performance of its obligations under this Agreement.

### 4 License

4.1 From the Effective Date, Supplier grants to Customer a limited, non-exclusive, non- sublicensable and non-transferable license to access and use the Services in the United Kingdom in accordance with the terms of this Agreement.

4.2 Except as expressly permitted by the terms of this Agreement or as separately agreed, Customer:

- (a) may only use the Services for Customer's own internal business purposes for the purposes of managing vacancies for substantive and fixed term workers at the Sites;
- (b) may only use the Services in accordance with any limitations set out in the Table on Page 1 of this Agreement;
- (c) will not use the Services for or on behalf of a third party or allow any other person to access or use the Services;
- (d) will comply with all Applicable Laws and the Terms of Use relating to the use of the Services (including the submission of Content);
- (e) will use its best endeavours to prevent unauthorised access or use of the Services; and
- (f) will maintain adequate up-to-date anti- virus software to protect the Services from Contaminants and not intentionally or knowingly introduce any Contaminants into the Supplier's systems.

4.3 Supplier will be entitled to treat any breach by Customer of any of the terms contained in this clause 4 as a material breach of this Agreement

### 5 Fees

5.1 Customer will pay the Fees and any other amounts payable to Supplier in accordance with the terms of this Agreement.

5.2 Supplier may invoice Customer for all Fees and any other amounts payable under this Agreement as soon as they become due. Unless expressly stated otherwise in this Agreement, all invoiced amounts will be due and payable, in full, without deduction, setoff or other withholding of any kind, within 30 days following the date of the relevant invoice.

5.3 The Fees do not include VAT or other sales taxes or any other taxes on supplies and Customer will pay any applicable VAT or other sales taxes to Supplier as well as the amounts concerned.

5.4 If any invoiced amounts payable under this Agreement or any part thereof are overdue for 30 days or more then Supplier may, at its discretion, and without prejudice to any other right or remedy arising under this Agreement or otherwise, suspend the Services while any such amounts remain unpaid.

5.5 The customer agrees not to directly or indirectly deal with or otherwise transact with workers on the platform outside the platform for the purposes of circumventing Fees.

### 6 Warranties

6.1 Supplier warrants that the Services will be provided with reasonable care and skill.

6.2 Supplier does not represent or warrant that:

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- (a) the Services shall be uninterrupted or error-free; or
- (b) the servers that makes the Services available shall be free of Contaminants.

6.3 If the warranty in clause 6.1 is breached, Customer shall give Supplier a reasonable time to fix the problem and (if necessary) to re- perform any relevant Services or a practicable way to work around the problem.

## 7 Security

7.1 Each party recognises that it is impossible to maintain flawless security but (where relevant) Supplier shall take all reasonable steps to prevent security breaches in its servers' interaction with Customer and security breaches in any interaction with resources or users outside of any firewall that may be built into the Supplier's servers

7.2 Customer is responsible for maintaining the confidentiality of any passwords which are required to access the Website and the hosted Services and is solely responsible for any damage caused by any such unauthorised access.

7.3 All data in transit is encrypted using SSL. All data at rest is hosted on UK based servers (where applicable), inside a Virtual Private Cloud (VPC). All Supplier's devices are encrypted and run industry standard anti-virus software (where applicable).

7.4 Customer will:

- (a) ensure the security and proper use of any IDs, passwords and/or other security devices used by Customer in connection with the Services, in accordance with Supplier's instructions issued from time to time.
- (b) immediately inform Supplier if there is or if Customer suspects that there is a security breach in relation to or arising from Customer's use of the Services;
- (c) notify Supplier as soon as reasonably practicable if Customer becomes aware of any unauthorised access, use or copying of the whole or any part of the Services or any Software by any person.
- (d) give Supplier all information, materials and assistance reasonably required to enable Supplier to provide the Services in accordance with the terms of this Agreement; and
- (e) be solely responsible for the security and for the back-up of its own software and data and keep full and up-to-date copies of its software and data in accordance with good industry practice.

7.5 Supplier shall have no liability to Customer in respect of any Losses incurred by Customer to the extent that such Losses are a result of Customer's breach of its obligations under clause 7.4.

## 8 Liability

8.1 Neither party's liability:

- (a) for death or personal injury caused by its negligence.
- (b) for fraud or fraudulent misrepresentation.
- (c) under any indemnity in this Agreement; or
- (d) to pay sums properly due and owing to the other in the normal performance of this Agreement, is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case

8.2 Subject to clause 8.1 neither party will be liable to the other for any:

- (a) loss of profits or revenue.
- (b) loss or corruption of data or software.
- (c) wasted management or officer time; or
- (d) indirect, consequential or special loss; however it arises (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the other party was advised of its possibility.

8.3 Subject to clauses 8.1 and 8.2, and subject to Supplier's liability under clause 10 which shall be not be subject to limitation, each party's total aggregate liability under this Agreement and in relation to anything which the party concerned may have done or not done in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to: (a) an amount equal to 150% of the total amounts paid or payable by Customer under this Agreement in the applicable 12 month period preceding the claim or series of connected claims; or if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or if it is less than £30,000, to £30,000.

8.4 Subject to clause 8.1, the Supplier will not be liable to Customer for any loss arising out of or in connection with any failure by Customer to input accurate Content or use the Services correctly.

## 9 Intellectual Property Rights

9.1 All Intellectual Property Rights and other rights in the Services, the Websites and any documentation and/or other materials provided by Supplier or accessed by Customer are the property of and shall remain vested in Supplier and/or its licensors. Customer will have no rights in or to such materials other than the right to access and use them in accordance with the terms of this Agreement. The customer will not create derivative works from all or part of the Supplier's products or services.

9.2 The Intellectual Property Rights in any Customer Materials will remain vested in Customer and/or its licensors. Customer grants to Supplier a royalty-free, nonexclusive license to use, copy, modify, adapt and translate Customer Materials, and to publish and transmit them for the purpose of providing the services

## 10 Indemnities

Customer will indemnify Supplier against any Losses suffered or incurred by Supplier:

- 10.1 arising out of any claim by a third party that the use, hosting, possession, or transmission by Supplier in accordance with this Agreement of Customer Materials infringes the Intellectual Property Rights or other rights of any third party or any Applicable Law,
- 10.2 arising out of any breach by Customer of its obligations under clauses 11 and/or 12; or
- 10.3 in relation to any use of the Services by the Customer which is not authorised by this Agreement.

## 11 Confidentiality

11.1 Supplier will keep confidential any Confidential Information which Customer supplies to Supplier in connection with this Agreement and Customer must do the same in relation to any confidential information which Supplier supplies to Customer. Confidential information will include all information marked as being confidential and any other information which might reasonably be assumed to be confidential.

11.2 Each party may only disclose the other party's Confidential Information to its employees who are directly involved in the provision of the Services and who need to know the information and shall ensure that such employees are aware of, and comply with, the confidentiality obligations in this Agreement.

11.3 The confidentiality obligations in this Agreement will not apply to any information which (a) is available to the public other than because of any breach of this Agreement,

(b) is, when it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others,

(c) is independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others, or

(d) is required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure (but only to the extent of such requirements).

## 12 Data Processing

12.1 In this clause 12 the terms "personal data", "data subject", "controller", "processor", "personal data breach" and "processing" shall have the meanings ascribed to them under the Data Protection Laws).

12.2 For the purposes of the Data Protection Laws, Supplier is the controller of the data in the Services.

12.3 Both parties will comply with all applicable requirements of the Data Protection Laws.

12.4 If the transfer of Personal Data to a jurisdiction outside the European Economic Area (EEA) is required for the performance or receipt of the Services, the parties shall, if necessary to comply with their respective obligations under the Data Protection Laws, execute the standard contractual clauses approved by the European Commission for international data transfers (decision 2010/87/EU).

12.5 If either party becomes aware of any unauthorised or unlawful conduct or activities, or any breach of the terms of this Agreement relating to personal data, such party shall promptly notify the other in writing as soon as reasonably practical and the parties shall take reasonable actions to prevent any further unauthorized or unlawful conduct or activities or breach of the terms of this Agreement relating to Personal Data.

## 13 Anti-Bribery

13.1 Each party undertakes that it shall not, directly, or indirectly pay, offer, give or promise to pay or authorise the payment of any monies or other items of value to:

(a) an official or employee of a government department, agency or instrumentality, state-owned or controlled enterprise or public international organisation.

(b) any other person at the suggestion, request or direction or for the benefit of any of the above-described persons, if any such payment, offer, act or authorisation is for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of the Anti-Bribery Legislation.

13.2 Each party shall maintain in place throughout the term of this Agreement its own policies and procedures to ensure compliance with the Anti- Bribery Legislation and will enforce them where appropriate.

## 14 Termination

14.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

(b) the other party takes any step or action in relation to its entering administration or being wound up (whether voluntarily or by order of the court), or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## 15 Consequences of termination

15.1 Termination of this Agreement will not affect any accrued rights or liabilities which either Supplier or Customer may have by the time termination takes effect. Upon termination of this Agreement for any reason:

(a) Supplier may invoice Customer for all vacancies that have been filled prior to termination (treating them as Fulfilled vacancies)

(b) Customer shall pay such invoice within 30 days; and

(c) Customer shall immediately cease to access, and discontinue all use, of the Services.

15.2 Customer may not sub-contract, assign or otherwise transfer any of its rights or obligations under this Agreement without Supplier's prior written consent.

15.3 Supplier will not be liable to Customer for any breach of this Agreement which arises because of any circumstances which Supplier cannot reasonably be expected to control.

15.4 Nothing in this Agreement shall create a partnership or relationship of agency between the parties or give the rights of a partner to either party.

15.5 All notices and consents relating to this Agreement must be in writing. All variations to this Agreement must be agreed, set out in writing, and signed on behalf of both Supplier and Customer.

15.6 If a party

(a) delays in enforcing its rights under this Agreement (whether in relation to a breach by the other party or otherwise); or

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(b) agrees not to enforce its rights, or to delay doing so, then unless the party concerned expressly agrees otherwise, that delay, or agreement shall not be treated as waiving the rights of the party concerned. Any waiver of a party's rights in relation to a breach of this Agreement shall not operate as a waiver of any subsequent breach.

15.7 No other representations or terms shall apply or form part of any agreement between the parties. Customer acknowledges that it has not been influenced to enter into this Agreement by anything Supplier has said or done or committed to do, except as expressly recorded herein.

15.8 In the event of any provision of this Agreement being held to be void, voidable or unenforceable this shall not affect the validity or enforceability of any other provision of this Agreement or of the remainder of this Agreement as a whole. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

15.9 This agreement is governed by English law. Both Supplier and Customer submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning this Agreement but either party is also entitled to apply to any court worldwide for injunctive and other remedies in order to protect or enforce its Intellectual Property Rights.


SCHEDULE 1: DEFINITION Term	Meaning
Applicable Law	(a) all applicable national, international and regional laws, statutes, ordinances, rules, regulations, administrative interpretations, orders, injunctions, judgments, directives, decisions and decrees; (b) all applicable enforceable community rights within the meaning of section 2(1) European Communities Act 1972; and (c) all codes of practices, standards, guidance, directions or determinations; with which Customer is bound to comply to the extent that the same are published and publicly available
Business Day	a day, excluding Saturdays, Sundays and United Kingdom public holidays, on which banks in the City of London are open for normal business
Contaminants	Software, code or other materials that: (a) disrupt, disable, harm, impede or otherwise adversely affect the operation of hardware or software; (b) impair operation based on the lapse of time; or (c) surreptitiously intercept or expropriate; including viruses, worms, time bombs, time locks, drop-dead devices, keystroke loggers, access codes, security keys, back doors, trap door devices, ad ware or spy ware
Content	Any content which is submitted by Customer using the Services and which is transmitted via Supplier's systems through which the Services are provided
Customer Materials	All Content, and all logos, materials and/or information provided or made available by or on behalf of Customer to Supplier in connection with this Agreement
Effective Date	Defined on the Front Sheet
Data Protection Laws	any applicable laws and regulations relating to the processing, privacy and use of Personal Data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time; laws or regulations implementing Council Directive 2002/58/EC, and; any judicial or administrative interpretative of any of the above, and any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any national authority.
Fees	The fees for the Services that are specified on the pricing matrix.
Fulfilled Vacancy	A vacancy that has been matched and filled through the Services and fulfilled by the relevant substantive or fixed term worker.
GDPR	Regulation 2016/679 of the European Parliament and of the Council of April 27 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
Intellectual Property Rights or IPR	All copyright; patent rights; trade or service marks; design rights; rights in or relating to databases; rights in or relating to confidential information; and any other intellectual property rights (registered or unregistered) throughout the world; including all rights of reversion and rights to any applications and pending registrations and the right to sue for and recover damages for past infringements
Planned Maintenance	Planned Maintenance means periods of maintenance of which the customer has been given 14 days prior notification by The Supplier and which may cause disruption of Service due to non-availability of the Supplier's platform product or services. Planned Maintenance shall not accumulate to more than 2 hours per calendar month and in any case shall not take place between 09:00 and 17:00. Wherever possible, Planned Maintenance will be carried out without affecting the Service.
Emergency Maintenance	Where Emergency Maintenance is necessary and is likely to affect the service, The Supplier will endeavor to inform the affected parties and will post a message as soon as possible.
Insolvency Event	In relation to a person, means any of the following events: (i) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person; (ii) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person; (iii) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986; (iv) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator; (v) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or (vi) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets
Worker	A person engaged by a Customer as a substantive or fixed term worker (Whole or part time equivalent) in relation to its business at any of the Sites, including any such substantive or fixed term worker engaged by the Customer through another healthcare organisation
Losses	Actions, damages, claims, liabilities, costs, losses and expenses (including without limitation reasonable legal fees)
Privacy Policy	Supplier's privacy policy, located on the Websites or such other location as notified by Supplier from time to time
Services	The services described in schedule 2
Vacancy	A permanent or fixed term post to be filled by a substantive or fixed term worker for a Customer



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Sites	All sites operated by Customer in the UK
Term	Defined in clause 3
Terms of Use	Means: (a) the terms of use applicable to the Services, located on the Websites or such other location as notified by Supplier from time to time; and (b) the acceptable use policy applicable to the Services, located on the Websites or such other location as notified by Supplier from time to time
Contract Period	The Contract Period of this Agreement as specified on the Front Sheet
Website	The website through which the Supplier makes the Services available as notified by the Supplier from time to time

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Learn More:

[www.medicopartners.com](http://www.medicopartners.com)

[www.thestaffport.com](http://www.thestaffport.com)

## About Medico Partners

Medico Partners is a Technology solution provider for organisations to manage their workforce demands effectively and efficiently

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