

Rotamap Services

Terms and Conditions for G-Cloud 15

Rotamap Ltd

Revision A : January 2026

1 Introduction

- (a) This document sets out the TERMS AND CONDITIONS for the Rotamap web-based service or services (referred to as the ‘Service’) as provided by Rotamap Ltd, Company No. 04551928 (‘Rotamap’), to the Client.
- (b) The Service is provided on an annual basis and the minimum term is 12 months.
- (c) Specific details of the Service such as the Service types, dates, contract duration and contract charges are set out separately in the G-Cloud 15 Call-Off Contract.
- (d) The Service Levels are set out in the Service Levels Agreement attached to this Specification as Schedule 1.

2 Definitions

- (a) ADMINISTRATIVE USERS means only those AUTHORISED USERS designated by the Client to administer the Service on its behalf and who, unless otherwise instructed by the Client, will act as the Client’s representatives.
- (b) AUTHORISED USERS means only those individuals or parties expressly designated by the Client to access the Service.
- (c) BUSINESS CONTINUITY EVENT means any event including but not limited to a serious hardware or network failure that could impact on the operations of the Client and Rotamap’s ability to provide the Service.
- (d) CHARGES means the charges as set out in the G-Cloud 15 Call-Off Contract.
- (e) CONFIDENTIAL INFORMATION means any information of a confidential or secret nature (including trade secrets, know-how, prototypes, inventions, drawings, designs, plans, lists, processes, formulae, specifications, notations, improvements, software, software documentation or any form of record (whether electronic or otherwise), computer data, business information, customer information, financial information, technical information, marketing information, information in relation to bid applications such as proposed contractual terms, pricing, financial models, software architecture solution design, resource profiling and product methodologies) whether or not recorded in documentary form, or on computer disc, or tape and which is information not readily ascertainable to persons not connected with Rotamap or the Clients or which is not in the public domain.
- (f) DATA EXCHANGE SERVICES means the services described in section 3(b) below.
- (g) ENTIRE SERVICE TERM means the entire term over which the Service is provided by Rotamap to the Client.

- (h) G-CLOUD 15 CALL-OFF CONTRACT means the Call-off contract entered into pursuant to the Crown Commercial Services G-Cloud 15 Framework Agreement (RM1557.15).
- (i) ESR means NHS Electronic Staff Record System.
- (j) INITIAL SERVICE SETUP MEETING means the first meeting between AUTHORISED USERS and Rotamap to commence implementation of the Service.
- (k) INVOICE TERM means the term between the SERVICE START DATE and the first RENEWAL DATE, and subsequently the term between RENEWAL DATES. This will be an annual term unless otherwise noted in the SERVICE DETAILS or otherwise agreed by Rotamap in writing.
- (l) MESSAGING SERVICES means the messaging service described in section 3(b) below.
- (m) NOTIFICATION DATE means the date by which notification of the CHARGES for the subsequent INVOICE TERM following the next RENEWAL DATE are to be provided by Rotamap. The NOTIFICATION DATE is four months prior to the RENEWAL DATE.
- (n) ROTAMAP G-CLOUD 15 SERVICE LISTING, means the listing set out in the framework portal.
- (o) ROTAMAP SERVICES PRICING DOCUMENT for G-Cloud 15 as listed in the framework portal.
- (p) RENEWAL DATE means the date at which the Call-off contract is set to renew. This will be on each anniversary of the SERVICE START DATE unless otherwise noted in the SERVICE DETAILS or otherwise agreed by Rotamap in writing.
- (q) ROTAMAP CLIENT SERVICES TEAM means Rotamap team members with responsibility for contract administration.
- (r) SERVICE DETAILS are specific details of the Service such as the Service types, dates, term, contract duration, charges and other fees, as set out separately in the G-Cloud 15 Call-Off Contract.
- (s) SERVICE START DATE means the date the initial Service setup meeting is held unless otherwise specified in the G-Cloud 15 Call-Off Contract.
- (t) MEDICAL AND DENTAL SERVICE USERS (previously referred to as “SERVICE USERS”, “SUPERVISED USERS” or “UNSUPERVISED USERS”) means those AUTHORISED USERS whose activity and/or leave is intended to be managed through the Service that fulfil a role typically performed by a medical or dental professional and may include but is not limited to Consultants, Doctors and Dentists in training, Speciality and Specialist Doctors (SAS) and General Practitioners (GPs).
- (u) NON-MEDICAL AND DENTAL SERVICE USERS means those AUTHORISED USERS whose activity and/or leave is to be rostered on the Service and may include but is not limited to Allied Health Professionals (AHPs), Nursing staff and Administrative and Clerical staff.
- (v) SITES and/or LOCATIONS for the provision of the Service are deemed to be the administrative offices of the Client.
- (w) SYSTEM means the relevant Rota Management Service as specified in the G-Cloud 15 Call-Off Contract.
- (x) TERMINATION DATE means the date by which either party must provide the other with notification of its intention to terminate the Service, thus ending the ENTIRE SERVICE TERM. The TERMINATION DATE is three months prior to the RENEWAL DATE.

3 Rota Management Services

This section 3 of the TERMS AND CONDITIONS is only relevant to Rotamap’s rota management services CLWRota, Medirota, and All Doctor Rostering, as described on Rotamap’s G-Cloud 15 service listings.

- (a) The Service comprises access to web-based software for the management of clinical staff rotas and may include access to the Central Reporting and Overview tools for the creation of composite views, for data aggregation and reporting, system configuration and data exchange facilities.

- (b) The Service includes:
- (i) Access to a secure account on the Service for the Client and its AUTHORISED USERS.
 - (ii) Hosting of the Service software, the Client's account and associated data on secure, managed computer servers.
 - (iii) Support for all aspects of the system.
 - (iv) Technical maintenance of the Service software.
 - (v) Upgrades to the Service software as they are released.
 - (vi) Client and/or organisation management reports and statistics.
 - (vii) Aggregated rota views of Rotamap's rota services.
 - (viii) Email alerts, text messaging (SMS) alerts, mobile phone applications, mobile application push messaging, and external recipient email alerts, together known as MESSAGING SERVICES.
 - (ix) The provision of one-way or bi-directional data exchange facilities through Application Programming Interfaces (APIs) known as DATA EXCHANGE SERVICES.

4 General

- (a) The Client's use of the Service is governed by these TERMS AND CONDITIONS.
- (b) CHARGES are based on the rate, rates and/or fees set out in the "Rotamap Services Pricing Document for G-Cloud 15".
- (c) The Client is responsible for maintaining the contact details for ADMINISTRATIVE USERS on the SYSTEM and ensuring they are correct.
- (d) AUTHORISED USERS include external parties given access to the system by any means, including DATA EXCHANGE SERVICES and MESSAGING SERVICES.
- (e) The Client shall ensure that its ADMINISTRATIVE USERS do not create, issue, share, or permit access credentials for the Service for any Third Party, including but not limited to other suppliers, without Rotamap's prior written consent. Any unauthorised access for such purposes, shall constitute a material breach of these Terms and Conditions, and Rotamap may immediately suspend or restrict such access without prejudice to its other rights or remedies.
- (f) All DATA EXCHANGE SERVICES involving Third Parties are only to be provided on the basis of the Client having established an independent contractual relationship with the Third Party, with the Client being responsible for collaboration with the Third Party, and the Client being responsible also for any and all charges, network and service availability, data quality and related issues with the Third Party's service.
- (g) Rotamap's DATA EXCHANGE SERVICES integration with any Third Party service will be covered at all times, for the absence of doubt, by Rotamap's use of information clauses under section 7 and by Rotamap's limitation of liability under section 14.
- (h) The ADMINISTRATIVE USERS are responsible for registering and managing SERVICE USERS with any Service.
- (i) Rotamap will liaise with ADMINISTRATIVE USERS to support the Service. Rotamap staff will have access to the account for maintenance, monitoring, reporting and support purposes only.
- (j) Unless otherwise agreed by Rotamap the Client will not: allow those who are not AUTHORISED USERS access to the Service; modify, adapt, enhance, translate, reverse engineer, decompile, disassemble or attempt to discover the source code of the Service; or allow the Service to become incorporated or integrated in any other programs, software or hardware.
- (k) Computer servers hosting the Service will be maintained in secure, managed facilities. Where these are managed by a Third Party, Rotamap will make all reasonable efforts to ascertain best possible standards of service and assume responsibility for any interruption to the Service where this can be determined to be the fault of Rotamap or one of its suppliers. Rotamap will not permit physical access to its server hosting facilities to any parties other than its own employees and suppliers.

- (l) MESSAGING SERVICES are provided with no guarantee of delivery.
- (m) Where the Service provides DATA EXCHANGE SERVICES with any Third Party, including ESR, the Client assumes all Data Controller responsibilities.
- (n) Unless otherwise agreed between Rotamap and the Client, Service support will only be provided to AUTHORISED USERS.
- (o) The performance of the Service is dependent on the Client having a sufficiently capable local network, user computers and a good quality internet connection. Rotamap takes no responsibility for the performance of the Service where this is adversely affected by the Client's network, computer hardware or software, or where the Service is impinged upon by services provided by other suppliers to the Client.

5 Service Implementation and Training

- (a) The Client is expected to ascertain the Service's suitability for its purposes prior to commencing implementation of the Service and the use of the Service is covered by Rotamap's limitation of liability under section 14.
- (b) The Service will be implemented by Client staff, normally the ADMINISTRATIVE USERS, with assistance from Rotamap.
- (c) Rotamap will not be liable in any way if the Client is unable to operate the Service in conjunction with its existing systems and programmes.
- (d) Rotamap will not be responsible for the Client delaying the implementation of the Service and the agreed charges will still apply.
- (e) Rotamap shall provide training, advice and guidance to the Client during the implementation of the Service. Rotamap may also provide additional training to the Client's ADMINISTRATIVE USERS should there be any significant revisions to the Service for which this is deemed necessary, such training requirements to be determined by Rotamap with all reasonable consideration to the Client. Thereafter it is expected that the Client will provide all further training to its staff and designated users of the Service.
- (f) The Client will undertake the following practices when implementing the Service:

For department implementations the Client will ensure:

- (i) That each department/directorate rota has dedicated administrative resource.
- (ii) That clinical involvement in the design and operation of the rota be clearly established and maintained.
- (iii) To arrange for Rotamap team members to meet with the clinical body to be rostered ahead of implementation to establish communication and trust.

For multi-department and All Doctor Rostering implementations the Client will ensure:

- (iv) That the Client appoint a Project Coordinator to be trained by Rotamap to provide approximately three days of assistance per departmental/directorate implementation.
- (v) That the Client appoint clinicians as Senior Clinical Advisors to help liaise with clinicians and communicate the benefits of the Service.
- (vi) That the Project Coordinator and Senior Clinical Advisors liaise closely with Rotamap and senior organisation management to report on implementation resources and progress.
- (vii) That the Client appoints a project board, to include the Project Coordinator, Senior Clinical Advisors, the Board Sponsor and Rotamap representatives. Others may be part of the board, such as members from Medical Staffing.

- (viii) That the project board meets on an annual basis to assess the progress of the overall implementation project.
- (ix) That the rollout of Rotamap's services is carried out in line with the implementation approach outlined in Rotamap's Implementation Handbook which may be updated from time to time.

6 Management and Assessment

- (a) The Contract will be administered on Rotamap's behalf by the ROTAMAP CLIENT SERVICES TEAM unless otherwise communicated to the Client.
- (b) Rotamap undertakes to provide reports on the progress of the implementation process at least once every six weeks until the Service is fully implemented.
- (c) Rotamap undertakes to assist the Client in configuring the management console component of the Service where provided, or periodic automated or custom reports, to provide Key Performance Indicator (KPI) Assessments and Management Information to the Client on a self-service basis.
- (d) Where quality standards are to be assessed the quality control processes to be used for assessment will be Rotamap's software release notification process.

7 Confidentiality and Use of Information

- (a) Each party agrees that both during the ENTIRE SERVICE TERM and for an unlimited period of time after the ENTIRE SERVICE TERM expires, that it will not disclose to any Third Party any Confidential Information of the other except as permitted in these TERMS AND CONDITIONS or as authorised by the other party or as determined by law. Disclosure of these TERMS AND CONDITIONS and CHARGES to any Third Party are specifically prohibited.
- (b) The Client's data remains the property of the Client at all times during and for an unlimited period of time after the ENTIRE SERVICE TERM expires.
- (c) The Client appoints Rotamap as Data Processor as defined by the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (DPA) to process data relevant to the Service, such processing to be done on its behalf as Data Controller for the ENTIRE SERVICE TERM.
- (d) The Client will refer to Rotamap's privacy notices held at www.rotamap.net/privacy.
- (e) Rotamap will report the status of the Service's UK GDPR technical and organisational measures to the Client on request.
- (f) Unless the Client directs otherwise, Rotamap will consider the ADMINISTRATIVE USERS the Client's representatives for UK GDPR purposes, for example to notify the Client of a data Subject Access Request.
- (g) The Client agrees that Rotamap will report any data Subject Access Request relating to the Service to the Client as Data Controller with whom it will coordinate the response to the requester.
- (h) Rotamap will not hold any unanonymised Service data outside of the UK without the Client's consent.
- (i) The Client agrees to the use of anonymous data collated by Rotamap. Anonymous data may, for example, be used for the ongoing development of the Service, for illustrative purposes when marketing the Service, for studies into the Service's use, for cross-departmental benchmarking and research papers amongst other uses. The source and subjects of data used will remain anonymous at all times and will be subject to Clause 7(a) above, and will at no time include personal data as defined by the UK GDPR.
- (j) Where the Freedom of Information Act 2000 (FOIA) is applicable to this Service, conformance to the FOIA will recognise that the operational techniques, methodology, data structures and code of the Service constitute trade secrets of Rotamap and/or commercially sensitive information the disclosure of which will cause significant harm to Rotamap..
- (k) The Client agrees not to use the Service to store 'Patient identifiable information' as defined by the NHS Confidentiality Code of Practice of November 2003.

8 Charges & Payment

General Information

- (a) CHARGES will be invoiced on an annual basis and in advance of the SERVICE START DATE or RENEWAL DATE.
- (b) Initial CHARGES will be those set out in the SERVICE DETAILS.
- (c) Inactive staff profiles are not included when determining the number of users rostered on the Service.
- (d) Staff numbers and anticipated CHARGES for the upcoming INVOICE TERM are normally reassessed on the NOTIFICATION DATE.
- (e) No rebate will be provided if the Client utilises the Service for fewer than the declared number of service users.
- (f) Payments should be made in advance of the INVOICE TERM and are due within 30 days of the invoice date.
- (g) Should the Client fail to make payment when due, Rotamap may, by written notice, suspend all Services until payment is received.
- (h) Should the Client merge with, acquire or be acquired by another organisation, or where service coverage extends to additional departments, organisation(s) or entities not included in the G-CLOUD 15 CALL-OFF CONTRACT, access for staff of the additional departments, organisation(s) or entities shall not be covered under this AGREEMENT. Any expanded use of the Service will be subject to revised CHARGES agreed in writing by Rotamap.

Charges for Rotamap's rota management services CLWRota and Medirota

- (a) First year CHARGES are based on the Client's declared number of MEDICAL AND DENTAL SERVICE USERS whose activity is intended to be managed through the Service, such declaration permitting management of up to that number of staff.
- (b) After the first year, annual CHARGES will be based on the total number of MEDICAL AND DENTAL USERS on the Service as outlined in the renewal notices provided by Rotamap to the Client.
- (c) Staff who are rostered on average fewer than three sessions a week are not included when determining the total number of MEDICAL AND DENTAL SERVICE USERS on the Service.
- (d) The Client may roster NON-MEDICAL AND DENTAL SERVICE USERS under this Agreement. Any such users will be deemed MEDICAL AND DENTAL SERVICE USERS for the purpose of this Agreement and will count towards the total number of medical and dental staff rostered on the Service when determining the annual CHARGES.

Charges for Rotamap's rota management services All Doctor Rostering for Divisions

- (e) First year CHARGES are determined by the Client declaring the total number of medical and dental staff working across the division, such declaration permitting management of up to that number of MEDICAL AND DENTAL SERVICE USERS.
- (f) After the first year, annual CHARGES will continue to be based on the declared total number of medical and dental staff working across the division irrespective of whether the actual number of MEDICAL AND DENTAL SERVICE USERS rostered on the Service is lower than the declared number of medical and dental staff made by the Client.
- (g) Should the number of MEDICAL AND DENTAL SERVICE USERS rostered on the Service exceed the number of medical and dental staff declared by the Organisation, the Client will incur CHARGES for the additional users in the next INVOICE TERM. The applicable CHARGES for any such additional users will be determined in accordance with Rotamap's published pricing for G Cloud 15.

- (h) The Client may roster NON-MEDICAL AND DENTAL SERVICE USERS under this Agreement. CHARGES for any such users do not contribute towards the All Doctor Rostering for Divisions per annum service CHARGES or maximum expenditure cap and will be charged annually in addition to the All Doctor Rostering for Divisions CHARGES.

Charges for Rotamap's rota management services All Doctor Rostering

- (i) First year CHARGES are determined by the Client declaring the total number of medical and dental staff working across the Organisation, such declaration permitting management of up to that number of MEDICAL AND DENTAL SERVICE USERS. This declaration may be based on the latest NHS Workforce Statistics published for the relevant region.
- (j) After the first year, annual CHARGES will continue to be based on the total number of declared medical and dental staff at the organisation irrespective of whether the number of MEDICAL AND DENTAL SERVICE USERS rostered on the Service is lower than the declared number of medical and dental staff declared by the Client.
- (k) Should the number of MEDICAL AND DENTAL SERVICE USERS rostered on the Service exceed the number of medical and dental staff declared by the Organisation, the Client will incur CHARGES for the additional users in the next INVOICE TERM. The applicable CHARGES for any such additional users will be determined in accordance with Rotamap's published pricing for G Cloud 15.
- (l) The Client may roster NON-MEDICAL AND DENTAL SERVICE USERS under this Agreement. CHARGES for any such users do not contribute towards the All Doctor Rostering per annum service CHARGES or maximum expenditure cap and will be charged annually in addition to the All Doctor Rostering CHARGES.

9 Termination

- (a) Each party may by notice in writing to the other party, notwithstanding that on a former occasion or occasions it has waived its rights, terminate the Service at any time in the event of any breach by the other party of any clause of these TERMS AND CONDITIONS which is not remedied within 60 days after notice in writing has been given to the other party requiring it to remedy the breach. The exercise by each party of its rights under this clause shall be without prejudice to any accrued rights of action of either party against the other.

10 Consequences of Termination

- (a) At or prior to the termination of the Service, the Client may extract its data from the Service using the DATA EXCHANGE SERVICES, for which no fee will be payable by the Client to Rotamap and which facility shall constitute the entirety of the Service Exit Plan unless otherwise agreed.
- (b) On termination Rotamap shall restrict the Client from continued access to the Service and will delete the Client's data from the Service.

11 Intellectual Property Rights

- (a) The Service and all parts thereof and all title copyright, patent and other intellectual property rights shall remain vested in Rotamap (whether created or developed before or after the SERVICE START DATE of this AGREEMENT). Except only to the extent to which rights are expressly granted in writing to the Client by a Director of Rotamap, no rights in or under such property pass to the Client.
- (b) The copyright and intellectual property rights of the SERVICE INFORMATION shall remain vested in Rotamap and shall not pass to the Client.
- (c) Rotamap, CLWRota and Medirota are Registered Trade Marks held by Rotamap Ltd.

12 Indemnity

Subject to compliance with the usage of the Service as specified in these TERMS AND CONDITIONS, Rotamap shall (subject to clause 14, Limitation of Liability) indemnify the Client against liability under any injunction or final judgement or any settlement made by Rotamap under 12(c) below for infringement of Third Party United Kingdom patents, copyright and registered designs by the Client's use of the Service, subject to the following conditions:

- (a) The Client must promptly notify Rotamap in writing of any allegation of infringement.
- (b) The Client must make no admission without Rotamap's consent.
- (c) The Client must at Rotamap's request allow Rotamap to conduct and/or settle all negotiations and litigation and must give Rotamap all reasonable assistance. The costs incurred or recovered in such negotiations and litigation shall belong to Rotamap.

13 Force Majeure

Rotamap shall not be liable for failure to perform its obligations under these TERMS AND CONDITIONS if such failure results from *Force Majeure* circumstances as described in the G-Cloud 15 Call-Off Contract.

14 Limitation of Liability

Without prejudice to the Client's statutory rights:

- (a) Rotamap does not warrant that the Service is or will be error free, or that all errors will be corrected. The Service is provided on an 'as is' basis, and Rotamap disclaims all implied warranties and conditions including, but not limited to, warranties of merchantability, fitness for a particular purpose, accuracy and reliability. The Client is solely responsible for all costs and expenses arising from the rectification, repair, or remediation of any damage caused by such errors.
- (b) The Client is solely responsible for all data uploaded to the Service, including its accuracy, completeness, and formatting, and for any interpretation or use of reports generated by the Service. Rotamap makes no representations or warranties regarding the correctness, completeness, reliability, or usability of any data or reports. Under no circumstances shall Rotamap be liable for any loss, damage, or consequences arising from errors, omissions, corruption, or other issues in the Client's data, or from any interpretation, reliance upon, or use of the reports, data or output produced.
- (c) Rotamap does not warrant that the Service will operate, run, or be fully compatible with all computer systems, configurations, operating environments, browsers, or third-party software. The Client acknowledges that variations in system setup, hardware, software versions, and network conditions may affect the performance or availability of the Service, and Rotamap accepts no liability arising from such factors.
- (d) The total liability of Rotamap to the Client as a result of any breach of any term or condition of the G-Cloud 15 Call-Off Contract or the TERMS AND CONDITIONS or as a result of professional negligence, error or omission in the provision of the Service or failure to provide the Service, or any action or inaction or any negligence of Rotamap or its employees or agents, or as a result of any other cause whatsoever, shall not exceed the service charges paid by the Client to Rotamap.
- (e) Notwithstanding the above neither party shall in any event be liable for indirect losses or consequential losses or losses of profit by the other or any Third Party; or be liable for the costs of procurement of substitute services or other incidental damages.
- (f) Rotamap does not warrant or guarantee uninterrupted availability or performance of any third-party services integrated with the Service. The Client acknowledges that such third-party services may be subject to separate terms and conditions.

15 Notices

Any notice hereunder shall be given by sending the same either:

- by Signed for Special Delivery in the case of Rotamap to its registered office for the time being and in the case of the Client to its normal operating address or to such other address as shall from time to time be notified in writing by the Client to Rotamap; or
- by email in the case of Rotamap to puchasing@rotamap.net and in the case of the Client to its normal management team email address as shall from time to time be notified in writing by the Client to Rotamap

and any notice so sent shall be deemed to have been served on the day following the date of posting or sending and in proving such service it shall be deemed sufficiently served if the notice was properly addressed and sent by Signed for Special Delivery post.

16 Disputes

Disputes shall be managed following the procedures set out in the G-Cloud 15 Call-Off Contract.

17 Headings

The headings of this document are inserted for convenience of reference only and are not intended to be part of or to affect the meaning of any of these TERMS AND CONDITIONS.

Schedule 1 - Service Level Agreement (SLA)

Interpretation

Terms defined elsewhere in the Rotamap Services Specification shall have the same meanings in this schedule.

Client Cause: any of the following causes:

- (1) any improper use, misuse, or unauthorised alteration of the software by the Client.
- (2) any use of the service software by the Client in a manner inconsistent with its intended use.
- (3) the use by the client of any hardware or software not provided by or approved by Rotamap.
- (4) the use of a non-current version or release of the service software.

Operational Fault: failure of the service software to operate in all material respects in accordance with the specification including any operational failure.

Service Levels: the service level responses and response times referred to in this schedule.

Support Request: request made by the Client in accordance with this schedule in relation to the service software, including correction of an operational fault.

Should the Service become unavailable or encounter an Operational Fault, the Client may request support services by way of a Support Request and Rotamap will use reasonable efforts to meet the target resolution time, typically as outlined below:

Priority	Target Resolution Time
Priority 1	Within 1 Working Day
Priority 2	Within 3 Working Days
Priority 3	Within 7 Working Days
Priority 4	Within 10 Working Days

Resolution times

- (a) The target resolution time applies to the normal operating hours set out in this specification of 08:30–12:00 and 13:00–17:00 UK time Monday to Friday (“WORKING DAY”) other than England and Wales public holidays and between the Christmas and New Year public holidays.
- (b) Whilst Rotamap’s primary goal is to provide permanent solutions to all incidents, immediate priority is given to restoring user functionality to enable the Client to continue without interruption. Long-term resolutions are implemented subsequently.
- (c) Target resolution times are based on the initial solution provided.
- (d) Rotamap will make every effort to resolve issues faster than the times stated above.

Severity definitions

The Client shall provide to Rotamap in the Support Request sufficient information to determine the nature of the Operational Fault and its Impact and Urgency.

Priority	Impact / Urgency	Impact Description	Urgency Description
Priority 1	High impact and High urgency	• A significant number of users are impacted or unable to access the Service. • A critical feature of the Service is unavailable to all users. • The incident has a substantial financial or clinical impact on the Client. • The incident is likely to cause considerable damage to the Client's reputation or trust among its users.	• The damage caused by the incident escalates rapidly. • Tasks that cannot be completed by users are time sensitive.
Priority 2	Medium impact and High urgency	• A moderate number of users are impacted or unable to access the platform. • A non-core feature of the platform is unavailable to all users. • The incident has a moderate financial or clinical impact. • The incident is likely to cause moderate damage to the platform's reputation or user trust.	• The damage caused by the incident escalates rapidly. • Tasks that cannot be completed by users are time sensitive.
Priority 3	Medium impact and Medium urgency	• A minimal number of users are affected or unable to use the platform or one of its features. • A workaround is available. • The financial or clinical impact of the incident is likely to be low. • The damage to the platform's reputation or user trust is likely to be minimal.	• The damage caused by the incident marginally increases over time.
Priority 4	Medium impact and Low urgency; Low impact and Medium or Low urgency	• The damage to the platform's reputation or user trust is likely to be minimal.	• Tasks that cannot be completed by users are not time sensitive.

Scheduled Maintenance Periods and Upgrades to the Service

- (a) Rotamap shall undertake scheduled maintenance and upgrades to the Service from time to time. Where a disruption in the Service is anticipated the Client will be notified in advance and such upgrades undertaken after normal working hours wherever possible.
- (b) Notice of scheduled maintenance, upgrades and downtime and other notifications will be made by email and/or in-system notification messages. ADMINISTRATIVE USERS will take full responsibility for reading all such notifications and taking the appropriate action on behalf of the Client.

Unplanned Service Downtime

- (a) In the event of unplanned service downtime, ADMINISTRATIVE USERS will be notified by email and/or in-system notification messages and where practical, by phone.

Business Continuity Plan

- (a) In case of a serious hardware or network failure Rotamap reserves the right to inform the Client's ADMINISTRATIVE USERS that a Business Continuity Event has occurred and effect its Business Continuity Plan to relocate the Service to a secondary site using backup data. Access to the secondary site may use a different web address from that normally provided.

Additional and/or alternative contingency arrangements may include:

- (i) Creating a PDF file of the current rota and emailing the PDF to the Client.
 - (ii) Provision of access to the Service data on a temporary server.
 - (iii) Providing an emergency telephone number at Rotamap's offices to help resolve queries.
- (b) Data used in emergency situations may be taken from the last daily backup. Where such contingency arrangements are in place, the Service will be considered as being provided and Rotamap's Business Continuity Plan as being in place.

Penalties for Loss of Access

- (a) If the Client experiences loss of access to any aspect of the Service that is not scheduled or notified and can be determined to be caused by action or inaction by Rotamap, or a Third Party employed by Rotamap to provide aspects of the Service, and contingency arrangements as set-out in Clause 9(3) of the Rotamap Services Specification have not been met, Rotamap will provide a reimbursement of fees as set out in the following reimbursement schedule:

The duration of service interruption is determined within a 28-day period and during normal working hours only (08:30–17:00 UK time, Monday–Friday, excluding UK public holidays); 'monthly payment' means 1/12th of the annual fees:

The duration of service interruption is determined within a 28-day period and during normal working hours only (08:30–17:00 UK time, Monday–Friday, excluding UK public holidays); 'monthly payment' means 1/12th of the annual fees:

- 0–8 hours: No refund
- 8–16 hours: 30% of monthly payment
- >16 hours: 100% of monthly payment

Reimbursement for loss of Service must be requested by the Client within 30 days of the incident.

Service Support

- (a) Service support is generally available during our normal operating hours of 08:30–12:00 and 13:00–17:00 UK time Monday to Friday ("WORKING DAY") other than England and Wales public holidays and between the Christmas and New Year public holidays.
- (b) All efforts will be made to respond to support requests within a commercially reasonable time-frame and in any event by the next WORKING DAY within the working hours set out in this Service Level Agreement. Where an immediate resolution is not possible Rotamap will endeavour to provide a response as quickly as is feasible and to keep the Client informed.
- (c) Requests will be dealt with in accordance with the priority Level attached to the Request. This status will be determined by Rotamap, with all due consideration to the Client. Where the request involves a failure of the Service as provided by Rotamap, all efforts will be made for an immediate resolution.

- (d) Service support is provided by email and telephone only unless provision of the Service is not possible by these means. Support will normally be provided by email at support@rotamap.net and by phone at 020 7631 1555 or other email address or phone number as provided by Rotamap to the Client.
- (e) Unless otherwise agreed between Rotamap and the Client, Service support will only be provided to AUTHORISED USERS.
- (f) The Client acknowledges that to properly assess and resolve Support Requests, it may be necessary to permit Rotamap direct access at the Clients premises to equipment and personnel.
- (g) The parties may, on a case-by-case basis, agree in writing to a reasonable extension of Target Resolution Times.

Exclusions

- (a) This SLA does not apply to any performance issues caused by factors outside of Rotamap's reasonable control, including but not limited to natural disasters, wars, acts of terrorism, or government actions.
- (b) This SLA does not apply during Scheduled or emergency maintenance.
- (c) Rotamap takes no responsibility for the performance of the Service where this is adversely affected by the Client's network, computer hardware or software, or where the Service is impinged upon by services provided by other suppliers to the Client.
- (d) This SLA does not apply if the Client is in breach of its contract with Rotamap for any reason (e.g. late payment of fees, improper use, violation of terms, etc.).
- (e) This SLA does not apply to Operational Faults as a result of Client Causes

Schedule 2 - Application Programming Interface (API) Acceptable Use Policy (AUP)

Interpretation and Definitions

For the purpose of this AUP:

- (1) API means any external API made available by Rotamap.
- (2) API Data means any data, content, or information accessed, received, transmitted, derived, or generated through use of the API, whether in raw, transformed, aggregated, or processed form.
- (3) Client means the contracting organisation and its employees, contractors and AUTHORISED USERS.
Terms defined elsewhere in the Rotamap Services Specification shall have the same meanings in this schedule.

Scope

This Acceptable Use Policy (AUP) governs the Client's access to and use of any external API made available by Rotamap. This AUP forms part of this Agreement and applies to the Client and its AUTHORISED USERS.

Permitted Uses

Rotamap hereby grants to the Client a limited, non-exclusive, terminable licence to use the API and its Data and services strictly within the terms of the Agreement for the purposes only of receiving the Services.

The Client may use Rotamap's API solely to retrieve, process, and display data for lawful, authorised purposes directly related to the legitimate business needs of the organisation and its partners, subject to applicable data protection laws and confidentiality obligations.

Prohibited Uses

The Client shall not, and shall not permit any third party to:

- (a) Use API Data, directly or indirectly, to train, develop, fine-tune, validate, benchmark, or otherwise support artificial intelligence (AI) systems, including machine learning models, large language models, predictive analytics systems, or similar automated inference or decision-making technologies without the prior written consent of Rotamap.
- (b) Use bots, scripts, browser extensions, automation tools, non-standard agents, or other mechanisms that bypass, disable, or interfere with authentication, authorisation, rate limiting, monitoring, or logging controls. Simulate or impersonate user actions without explicit authorisation, or otherwise undermine the security, integrity, or availability of the API or Rotamap systems.
- (c) Attempt to evade technical safeguards, access restrictions, usage limits, or enforcement mechanisms implemented by Rotamap in connection with the API.
- (d) Access, use, disclose, retain, or process API Data beyond what is expressly authorised under this Agreement or applicable law.
- (e) Use the API the API Data or any other part of the Rotamap System in any way that would put Rotamap in breach of any of its obligations to its third party providers whose intellectual property rights and/or technology form part of the Service.

Security and Compliance

The Client shall implement appropriate technical and organisational measures to protect its API credentials, prevent unauthorised access, and ensure compliance with this AUP. The Client is responsible for all activity conducted using its API credentials.

Monitoring and Enforcement

Rotamap may monitor API usage to verify compliance with this AUP. Where Rotamap reasonably determines that the Client has breached this AUP or poses a security or operational risk, Rotamap may suspend or terminate API access immediately, without prejudice to any other rights or remedies.

Availability and Disclaimer

The API is provided on an “as is” and “as available” basis. Rotamap makes no representations, warranties, or guarantees of any kind in relation to the API. Without limitation, Rotamap does not warrant that the API will be uninterrupted, error free, or fit for any particular purpose. Rotamap has no obligation to modify, customise, enhance, support, maintain, or otherwise change the API at the Client’s request.

Material Breach

Any breach of this AUP constitutes a material breach of this Agreement.