



ID Medical | Terms of Business
Supplementary Terms and
Conditions (G-Cloud 15)

December 2025

Connecting Care

Supplementary Terms and Conditions (G-Cloud 15)

Dated XXXX of XXXX

THIS AGREEMENT BETWEEN

ID Medical Group Limited ("The Supplier") (company number 03829536) whose registered office is at 2 Mill Square, Featherstone Road, Wolverton Mill South, Milton Keynes MK12 5ZD Supplier

and [INSERT CLIENT NAME] whose registered office is [INSERT ADDRESS OF CLIENT] ("The Client")

Part A: Definitions and Particulars

Supplier	ID Medical Group Limited
Client	[Insert name of the Client looking to procure services from the Supplier.]
Commencement Date	[Insert first date the service will be provided as agreed between the Supplier and Client.]
Initial Term	[X] months from the Commencement Date.
Option to extend Contract Term	[Insert the number of months available to extend the contract term.]
Service Offering	Tick required modules below: IDM Agency Manager ☐ IDM Bank Manager ☐ IDM Roster ☐ IDM Direct Engagement ☐ IDM Workforce Deployment Solution* ☐ See also Schedule 1 for further definition. * IDM Workforce Deployment Solution includes all four modules
Service Specific Website Address	[Insert website address for service]
Client's Email Address for Communication	[Insert email address for service]

Supplier's Email Address for Communication	[Insert Supplier's email address for this contract]
Business Day	A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Charges	The charges payable by the Client for the supply of the Services in accordance with Schedule 2.
Client Account Team	The individual(s) appointed by the Client from time to time who shall serve as ID Medical's primary contacts for ID Medical's activities under this agreement.
Client Account Manager:	The member of the Client's Account Team appointed by the Client with the authority to contractually bind the Client on all matters relating to this agreement. The Client shall use reasonable endeavours to ensure continuity of the Client Account Manager. The Client Account Manager at the Commencement Date is named in Schedule 3.
Intellectual Property Rights:	All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Software	The operating system embedded into the Supplier's platform enabling the Service Offering.
Materials	All items either digital or physical that part of the service provision are exclusive property of ID Medical.
Due Date	The latest a payment can be made on an invoice or debt before it's considered overdue.

Part B Background

- A. ID Medical is a Supplier of services and software, which helps organisations save time, money and resource through effective deployment of their workforce. This includes managing the rostering and deployment of substantive, bank and agency staff. The ID Medical Service Offering includes a set of tools which work as both standalone and collaborative systems and are accessed via a web address defined in Part A of the agreement.
- B. ID Medical does not introduce or supply workers to the Client and does not provide nor hold itself out as being capable of providing work-finding services to work-seekers. It is a managed services provider that provides technology and systems through which third party recruitment agencies and businesses can introduce or supply workers to the Client.
- C. ID Medical's business is to process information and applications on behalf of Clients and is not concerned with providing information to potential workers. For the avoidance of doubt ID Medical does not exist for the purpose of introducing or supplying work seekers but processes information and applications on behalf of its hirer Clients only.
- D. The Client has agreed to engage ID Medical to provide the Service Offering as defined in Part A of this agreement.

IT IS AGREED AS FOLLOWS:**1 BASIS OF CONTRACT, ENTIRE AGREEMENT and ID MEDICAL'S STATUS**

- 1.1 This Agreement is separate to, and does not regulate, the terms applicable to the supply of temporary workers, such supply being governed separately by each supplying recruitment agency's own standard terms and conditions and/or any applicable national framework terms and conditions, dependent on whether the supply is 'off-framework' or 'on-framework' (as appropriate). In the event of any inconsistency between this Agreement and the terms applicable to the supply of temporary workers, the latter shall prevail over the said inconsistency.
- 1.2 The parties agree that the Supplier shall have no contact with nor obligation to temporary workers and that third party recruitment agencies and businesses (rather than ID Medical) shall introduce or supply temporary workers to the Client and provide work-finding services for relevant potential workers or employees.
- 1.3 It is acknowledged and agreed that the Supplier shall not pay temporary workers nor be responsible for doing so nor make arrangements for payment, introduce or refer the Client or third-party hirer to any person with whom the Supplier is connected with a view to that person paying temporary workers or making arrangements to facilitate such payment.
- 1.4 In considering clauses 1.2 and 1.3, the Client acknowledges and agrees that the Supplier's services are limited to the provision of the agreed Service Offering as defined in Part A of this agreement and any appendices that it references.
- 1.5 Should there be any conflict or inconsistency between the terms of clauses 1.2 to 1.4 and any other term of this Agreement (including the Schedules) the terms of clauses 1.2 to 1.4 shall prevail.
- 1.6 This Agreement constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or otherwise provided on behalf of the Supplier which is not set out in this Agreement.
- 1.7 Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures,

are issued and/or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement nor have any contractual force.

- 1.8 This Agreement applies to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.9 Subject to clause 1.5, in the event of any inconsistency between the main body of this Agreement and the Schedules, the latter shall prevail over the said inconsistency.
- 1.10 In the event of any conflict between these terms and the G-Cloud Call-Off Terms, the G-Cloud Call-Off Terms will apply.

2 LICENCE

- 2.1 The Supplier hereby grants to the Client a non-exclusive licence to use the Software subject to the terms and conditions contained in this Agreement.
- 2.2 The Client shall use the Software for processing its own data for its own internal business purposes only.
- 2.3 The Client hereby acknowledges that it is licensed to use the Software only in accordance with the express terms of this Agreement and not further nor otherwise.

3 SUPPLY OF SERVICES

- 3.1 The Supplier shall implement the agreed Service Offering(s) and supply the agreed Service Offerings to the Client as set out in the Specification.
- 3.2 The Supplier shall use all reasonable endeavours to meet any performance dates specified in the Schedules, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Service Offering(s), and the Supplier shall notify the Client of any material changes.
- 3.4 The Supplier warrants to the Client that the agreed Service Offering(s) will be provided using reasonable care and skill.
- 3.5 The Client agrees and acknowledges that the Supplier does not guarantee that any cost savings will be made from using the Software or the Service Offering(s).
- 3.6 During the continuance of this Agreement, the Supplier shall provide the Client with the following support and maintenance Services:
 - 3.6.1 identifying and resolving of faults in the Software
 - 3.6.2 the ongoing routine support and maintenance of the Software
- 3.7 On receipt from the Client of a request for support and maintenance services the Supplier will use its reasonable endeavours to provide a fix for the fault or error within the relevant response and fix period as stated in the Service Level Standard.
 - 3.7.1 The Supplier shall be under no obligation to provide support and maintenance services in respect of any problems and/or errors to the Software arising from:
 - (a) third-party applications and for the avoidance of doubt the maintenance and upgrading of the operating system upon which the Client accesses the Software is the responsibility of the Client;
 - (b) enhancing the Software substantially from that detailed in the functional specification

- (c) the improper use, operation or neglect of the Software by the Client or its employees, agents or consultants;
- (d) the modification by the Client or its employees, agents or consultants of the operating system upon which the Client accesses the Software or its merger (in whole or in part) with any other software.

3.7.2 If a support incident is raised that, following investigation, is determined to be a result of a problem/error arising from a matter referred to in Clause 3.7 above, the Supplier reserves the right to charge for the investigation and fix time at SFIA Rates.

4. CLIENT'S OBLIGATIONS

4.1 The Client shall:

- (e) ensure that any information it provides relating to the agreed Service Offering(s) are complete and accurate;
- (f) co-operate with the Supplier in all matters relating to the agreed Service Offering(s);
- (g) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier;
- (h) provide the Supplier with such information and materials as The Supplier may reasonably require in order to supply the agreed Service Offering(s), and ensure that such information is accurate in all material respects;
- (i) prepare the Client's premises for the supply of the agreed Service Offering(s);
- (j) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the agreed Service Offering(s) are to start; and keep and maintain all materials, equipment, documents and other property of the Supplier (including Materials) at the Client's premises in safe custody at its own risk, maintain the property in good condition until returned to the Supplier, and not dispose of or use the agreed Service Offering(s) Materials other than in accordance with The Supplier's written instructions or authorisation;

4.2 If the Supplier's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):

- (a) The Supplier shall without limiting its other rights or remedies have the right to suspend performance of the agreed Service Offering(s) until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- (b) The Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from The Supplier's failure or delay to perform any of its obligations resulting from issues arising under clause 4.1; and
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client default.

4.3 The Client undertakes not to translate, adapt, vary, modify, disassemble, decompile or reverse engineer the Software (including for the avoidance of doubt its database structure, architecture and design) without the Supplier's prior written consent.

5 SERVICE REVIEW AND GOVERNANCE

- 5.1 The Client and the Supplier shall each appoint an Account Manager. They shall hold review meetings at least quarterly (or at such other intervals as either party may reasonably request) to monitor and review the performance of this Agreement, the usage of the system against other agency usage and spending, to discuss any changes proposed to the agreed Service Offering(s), to discuss the Service Level Arrangements and assess the performance of the Supplier in the delivery of the agreed Service Offering(s).

- 5.2 This clause 5.2 only applies if 'IDM Roster' has been selected as an agreed Service Offering at Part A, otherwise this clause does not apply:

The parties acknowledge that volumes required by the NHS may fluctuate during the term of this Agreement in accordance with market conditions and/or any material change in NHS policy which is beyond the control of the Client. Where any such fluctuations occur and licence volumes need to be adjusted the Client can do so by providing one month's notice. If a reduction in the volume of licences exceeds 10% of the initial service volume, both parties shall use all reasonable endeavours to hold a review meeting as soon as possible (and in any event no later than 7 working days of either party receiving the request for such a meeting) to discuss and agree potential variances to service levels and prices in line with any NHS spending reviews and/or change in policies. Where the parties are unable to agree any variations to the contract, either party may seek to resolve an issue in dispute in accordance with Clause 14 (Dispute Resolution Procedure).

- 5.3 This clause 5.3 only applies if 'IDM Roster' is the only agreed Service Offering that has been selected as an agreed Service Offering at Part A, otherwise this clause does not apply.

Both parties acknowledge that there may be fluctuations in service usage. In such an event that usage varies from the original agreed level by more than [x%]; prices, estimates, budgets and/or forecasts need to be reviewed. Both parties shall use all reasonable endeavours to hold a review meeting as soon as possible (and in any event no later than 7 working days of either party receiving the request for such a meeting) to discuss and agree any variances to service levels and prices. Where the parties are unable to agree any variations to the contract, either party may seek to resolve an issue in dispute in accordance with Clause 14 (Dispute Resolution Procedure).

- 5.4 All agreed implementation costs are based on the information provided by the Client being correct and on condition that all measures needed by the Supplier (e.g. site access, equipment, internet access) is provided in a timely manner in line with the implementation plan. Any additional cost incurred because this has not been adhered to or requirement fully explained will be paid by the Client in line with the Project Management / Development costs day rate.

- 5.5 Before each review meeting, the Client and Supplier Account Managers shall notify each other of any matters relating to the provision of the Managed Service for discussion at the review meeting. At the review meeting, both parties shall agree a remedial action plan to address such matters as required. In the event that any matter remains unresolved or a failure to agree on a remedial action plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure at clause 14. A review of the progress in implementing the remedial action plan shall be included in the agenda for the next review meeting.

- 5.6 The Client shall at the Supplier's request provide management information relating to the use of the Services against other service providers and recruitment agencies as soon as reasonably possible. Such information may include copies of invoices and other records relating to the expenditure incurred on temporary worker services.

- 5.7 The Supplier shall, at the Client's request, provide access to its financial records, invoices and receipts where such a request relates to the agreed Service Offering(s) for which the Client has paid, or is due to pay, any fee to the Supplier.

6. WARRANTY

- 6.1 The Supplier warrants to the Client that all support and maintenance services will be carried out with reasonable care and skill by personnel whose qualifications and experience will be appropriate for the tasks to which they are allocated.
- 6.2 The Client acknowledges that it is the responsibility of the Client to ensure that the system Software functionality described in the functional specification meet its requirements.
- 6.3 The Supplier does not warrant that all errors and anomalies can and will be corrected. The Supplier shall use its reasonable endeavours to correct any identified errors and anomalies in the Software, as long as they are repeatable by the Supplier, or to provide a software patch; or to provide a proven work-around to address the error or anomaly.
- 6.4 The Client must promptly (within 72 hours) notify the Supplier of any non-conformance to the above warranties in order for clauses 6.1 to 6.3 to apply.

7. INTELLECTUAL PROPERTY & PROPRIETARY RIGHTS

- 7.1 All the agreed Service Offering(s) materials are the exclusive property of the Supplier.
- 7.2 The Client acknowledges and agrees that the Supplier and/or its licensors own all Intellectual Property related to all materials connected with the agreed Service Offering(s) and in any material developed or produced in connection with this Agreement by the Supplier, its officers, employees, subcontractors or agents. This Agreement does not grant the Client any rights to such Intellectual Property.

8. CHARGES, PAYMENT & CONSIDERATION

- 8.1 Any Charges for the agreed Service Offering(s) shall be calculated in accordance with Schedule 2.
- 8.2 The Supplier shall issue invoices to the Client monthly in arrears.
- 8.3 The Client shall pay invoices submitted by the Supplier:
 - (a) within 30 days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 8.4 All amounts payable by the Client under this Agreement are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under this Agreement by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the agreed Service Offering(s) at the same time as payment is due for the supply of the agreed Service Offering(s).
- 8.5 Without limiting any other right or remedy of the Supplier, if the Client fails to make any payment due under this Agreement by the due date for payment (Due Date), the Supplier shall have the right to charge interest on the overdue amount at the rate of 8 per cent per annum above the Bank of England's base rate at the time accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 8.6 The Client shall pay all amounts due under this Agreement in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Supplier to the Client.

- 8.7 In consideration for the agreed Service Offering(s), the Client agrees to take part in promotional activities to promote the Service Offerings as reasonably requested from time to time and that it shall use its best endeavours to procure that its employees, agents, consultants and contractors also take part in such promotional activities as may be requested by the Supplier from time to time. This clause 8.7 shall survive the expiry or termination of this Agreement.

9. CONFIDENTIALITY

- 9.1 Each party shall keep in strict confidence all technical and/or commercial know-how, specifications, inventions, processes, initiatives and any other information which are of a confidential nature and have been disclosed by the other party, its employees, agents, consultants or subcontractors, concerning the other party's business or its products or services. Each party shall restrict disclosure of such confidential information to employees, agents, consultants or subcontractors that need to know it for the purpose of discharging the other party's obligations under this Agreement, and shall ensure that such employees, agents, consultants or subcontractors are made aware of and subject to the obligations of confidentiality corresponding with those which bind each party. This clause 9 shall survive the expiry or termination of this Agreement.
- 9.2 The provisions of Clause 9.1 (Confidential Information) shall not apply where the information in question:
- 9.2.1 is in the public domain otherwise than by breach of the Agreement;
 - 9.2.2 was lawfully in the possession of a party prior to its disclosure by the other party; or
 - 9.2.3 is disclosed pursuant to a requirement of law, by court order of any court of a competent jurisdiction, the Freedom of Information Act 2000 or the request of any regulatory body.

10. DATA PROTECTION

The Client shall sign the Supplier's standard data processing agreement.

LIMITATION OF LIABILITY

- 10.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents, consultants or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.2 Subject to clause 10.1:
- (a) the Supplier shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
 - (b) the Supplier's total liability to the Client in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the Client to the Supplier six months prior to the identification of the loss by the Client.

- 10.3 Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 10.4 This clause 10 shall survive the expiry or termination of this Agreement.

11. TERM & TERMINATION

- 11.1 This Agreement shall commence on the Commencement Date and shall continue (unless otherwise terminated as provided in this Agreement) until expiry of the Initial Term.
- 11.2 The Client may provide 3 months' notice at any time in writing to terminate this Agreement for convenience. If notice is given by the Client during the Initial term the Client remains liable to pay the remaining period of the Initial term. If less than three (3) months of the agreement remains when notice is provided the notice period will stand at three months.
- 11.3 Without limiting its other rights or remedies, each 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 this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach;
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
 - (h) a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3(b) to clause 13.3(l) (inclusive);

- (k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 11.4 Without limiting its other rights or remedies, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Agreement on the due date for payment.
- 11.5 Without limiting its other rights or remedies, the Supplier shall have the right to terminate this Agreement without liability and without cause on giving the Client one (1) month's written notice.
- 11.6 Without limiting its other rights or remedies, the Supplier shall have the right to suspend provision of the Services under this Agreement or any other contract between the Client and the Supplier if the Client becomes subject to any of the events listed in clause 11.3(b) to clause 11.3(l), or the Supplier reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Agreement on the due date for payment.

12 CONSEQUENCES OF TERMINATION

- 12.1 On expiry or termination of this Agreement for any reason:
 - (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest (if applicable) and, in respect of agreed Service Offering(s) supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
 - (b) the Client shall return all agreed Service Offering materials;
 - (c) the accrued rights, remedies, obligations and liabilities of the Supplier as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
 - (d) clauses which expressly or by implication have effect after expiry or termination shall continue in full force and effect.

13 HANDOVER AND EXIT MANAGEMENT

- 13.1 Upon either party receiving notice of termination of this Agreement and following its expiration for a period of three months:
 - (a) If requested by the Client, representatives of the Client and the Supplier shall meet as soon as reasonably practicable to discuss and agree an exit plan, with a view to ensuring a smooth and cost-effective transfer of all or any part of the Service Offerings to any replacement Supplier, whilst maintaining the standards set out in the Service Level Agreement. The Client shall bear all costs in connection with executing the exit plan and these shall be agreed between the parties as part of the exit planning process.
 - (b) The parties will endeavour to agree the exit plan as soon as reasonably practicable after the initial meeting referred to in 13.1(a) above.
 - (c) The Supplier shall perform the obligations set out in the exit plan, and shall in any event provide reasonable assistance and co-operation, including knowledge transfer, to the Client or its nominated agents as may be reasonably necessary, to allow the agreed Service Offering(s) to be transferred to the Client or a replacement Supplier.

- (d) The Client shall cease to use the Software in accordance with the arrangements set out in the exit plan and shall (to the extent applicable) uninstall all such Software from all equipment on which it is installed.
- (e) The Client shall return all Service Offering materials to the Supplier, in such format as the Supplier may reasonably request, except to the extent necessary to perform its obligations under the exit plan. Once the exit plan has been fully implemented, the Client shall immediately return or (at the Supplier's request) delete and certify the deletion of all remaining Service Offering materials that it still holds.

14. DISPUTE RESOLUTION PROCEDURE

- 14.1 If any dispute arises in connection with this agreement, directors or other senior executive representatives of both parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith to resolve the dispute.
- 14.2 If the dispute is not resolved at the meeting referred to in clause 14.1, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start no later than 14 days after the date of the ADR notice.
- 14.3 No party may commence formal legal proceedings in relation to a dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

15. GENERAL

15.1 Force majeure:

- (a) For the purposes of this Agreement, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to: strikes, lock-outs or other industrial disputes (whether involving the workforce of either party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Suppliers or subcontractors and the Supplier not being granted the opportunity to supply as a Managed Services Supplier to the NHS on the national framework (or similar national managed services supply contract).
- (b) The Supplier shall not be liable to the Client in any way as a result of a delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the agreed Service Offering(s) for more than two (2) weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Agreement immediately by giving written notice to the Client.

15.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.
- (b) The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

15.3 Notices:

- (a) Any notice or other communication required to be given to either party under or in connection with this Agreement shall be via email specified in Part A of this agreement requesting a delivery and read receipt.
- (b) This clause 15.3 shall not apply to the service of any proceedings or other documents in any legal action.

15.4 Waiver:

- (a) A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by either party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of this Agreement would become valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership:

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor result in either party becoming the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties:

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15.8 Variation:

Except as set out in this Agreement, any variation, including the introduction of any additional terms and conditions, to this Agreement, shall only be binding when agreed in writing and signed by the Supplier.

15.9 Governing law and jurisdiction:

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by a duly authorised representative of each party on the date stated below

Signed by a duly authorised officer/representative for and on behalf of the Supplier (ID Medical Group Limited):

Director Signature

Print Name

Job Title.....

Date

Signed by a duly authorised officer/representative for and on behalf of the Client:

Director Signature

Print Name

Job Title.....

Date

SCHEDULE 1 - SERVICE PROVISION

[To be agreed on appointment and described here]

SCHEDULE 2 – PRICING

[To be agreed]

SCHEDULE 3 – ACCOUNT MANAGEMENT

The primary Account Manager for this agreement is [INSERT NAME] with contact details as listed below

Name

Job Title

Email

Telephone

In case of escalation the following Managers for each party will be:

For ID Medical Group	
Escalation Contacts Name	
Job title	
Email	
Telephone	
Primary	
Secondary	
Tertiary	

For the Client	
Escalation Contacts Name	
Job title	
Email	
Telephone	
Primary	
Secondary	
Tertiary	