

GENERAL TERMS & CONDITIONS

MEDSU is an independent healthcare governance organisation and technology solutions provider.

These “General Terms & Conditions” support, but do not replace, nor override any specific Service Level Agreement or other form of contractual agreement that may be in place for you or your organisation.

1. Introduction

- 1.1** These are the Terms and Conditions under which MEDSU agrees to provide you with access to services, including support, technology, training and other professional services. By entering into an SLA with MEDSU, registering as a user on the MEDSU technology platform, or by entering into a contract, subscription or payment agreement for services, you agree to these Terms and Conditions.
- 1.2** References in these Terms and Conditions to MEDSU (or “we”, “us” or “our”) are to MEDSU Limited (Company No. 08220779), MEDSU Ltd, Apex House, Thomas Street, Trethomas, Caerphilly, CF83 8DP. If you need to contact us, please email support@medsu.org
- 1.3** References in these terms and conditions to “you”, “your” are to Healthcare organisations or individual healthcare professionals contracting, accessing or otherwise utilising MEDSU services and solutions.



1.4 When accessing MEDSU services and products, you must provide us with accurate and complete information (including payment details, contact and other information), and it is your responsibility to maintain changes to that information through your user account. We are entitled to rely on any information you provide to us. All information received by us about you as a result of your subscription, or access to and use of MEDSU products, will be used in accordance with our Privacy Policy.

2. Service Level Agreements, Contracts and Subscriptions

2.1 Service level agreements, contracts and individual subscriptions all constitute formal agreements to receive and utilise MEDSU services bound by the terms of the formal agreement and these General Terms and Conditions. All service Level Agreements (SLA's), Contracts or Subscriptions are applicable for a minimum period.

2.2 SLA's and Contracts may specify Terms and Conditions that override these General Terms and Conditions.

2.3 Cancellation by you

You can cancel your agreement for services by emailing us at; support@medsu.org, including relevant contact and identifying details. Refunds will not be provided for any unused portion of your agreement period.

Initial Cancellation Period: You have the right to change your mind and cancel within 14 days after the date of entering into an agreement for services with MEDSU (known as your 'cooling off period') in accordance with UK law. If you cancel your agreement for services within the 14-day period, we will refund you in full. After 14 days, any agreement for services shall continue for its duration and not be refunded.

2.4 Cancellation by us

MEDSU reserves the right to cancel or suspend your agreement for and/or access to services if you do not keep your account in credit. If you do not make payment within 7 days of us reminding you that payment is due, we may suspend your access to services until you have paid us any outstanding balance. We will contact you to tell you we are suspending your access to MEDSU services for this reason.

3. Use of MEDSU Services

- 3.1** MEDSU reserves the right to make changes to the MEDSU services at any time. All changes are impact assessed to ensure that, as far as possible, they do not cause any reduction or loss of service. We will notify you in advance, in the rare event that this may cause temporary disruption or access to the service.
- 3.2** Authentication and Access Credentials must be kept secure by service users. You must not share passwords, two-factor authentication access or other critical security information with anyone external to MEDSU. Your MEDSU ID and the password you choose when you first subscribe and log on to the MEDSU portal, in conjunction with other security measures such as two-factor authentication, are the primary means by which you will protect the confidentiality of your information. In addition, you agree to maintain awareness of wider risks to your security when using the MEDSU service and take appropriate steps to ensure that your use of MEDSU services is safe and secure.
- 3.3** On cancellation or expiry of your SLA, Contract or Subscription, your access to the agreed MEDSU service(s) shall cease. All individuals registered on the MEDSU technology platform shall, however, maintain free in-perpetuity access to their personal data and a range of system functions.
- 3.4** All MEDSU materials belong to MEDSU, who own all intellectual property rights (including copyright). No intellectual property rights in any MEDSU materials are transferred to you.
- 3.5** All services and service-related materials remain the intellectual property of MEDSU and must not be used by an individual or organisation except for the reasons that they are provided. Any party misusing such intellectual property shall be liable for any consequential loss to MEDSU.

4. Privacy and Data Protection

4.1 MEDSU is registered with the Information Commissioner's Office (ICO), and MEDSU undertakes to process your data in accordance with GDPR.

4.2 Subject access requests shall be handled in accordance with GDPR.

4.3 MEDSU accepts no liability for the criminal misuse of personal data.

5. General

5.1 MEDSU reserves the right to change these General Terms & Conditions at any time, and we will notify you of any changes in writing.

5.2 Law & Jurisdiction. This Agreement will be subject to English Law, and both you and MEDSU agree that the courts of England will have non-exclusive jurisdiction to settle any dispute which may arise out of, or under, or in connection with this Agreement.

5.3 Availability & Usage. This service is provided on an “as is” and “as available” basis.

5.4 Force Majeure. MEDSU shall not be liable for any delay or failure in performing hereunder if caused by factors beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, failure of telecommunications or Internet services, industrial or labour dispute, inability to obtain necessary supplies and the like.

5.5 Liability. MEDSU accepts no liability for any claims, loss, demands or damages of any kind whatsoever with respect to this service.

5.6 Questions & Complaints. If you have any questions about your access to or use of MEDSU services, please contact us on Freephone 0800 689 9434 or email support@medsu.org.

If you wish to make a complaint, please see our Complaints Policy.

5.7 Helpdesk Support. We will endeavour to respond to all UK-based support queries via our Freephone Helpline 0800 689 9434 and support@medsu.org email within 4 working hours. We are available to respond to support queries and to provide assistance between our office hours of 9.00-17.00 daily, Monday through Friday. Calls from outside the UK can be made to 0207 183 9544.

5.8 Contact Us. If you have any questions concerning the MEDSU service or these Terms & Conditions, please contact MEDSU using our Freephone helpline 0800 689 9434 or email us support@medsu.org.