

Terms and Conditions

Cenigma endeavours to always provide its clients with the highest level of service.

Contact

Cenigma undertakes to respond to all email communication from clients within 24 hours of receipt.

Purchases

By purchasing an annual licence, the client (buying organisation) is entitled to full access to the Healthier Together product for one year. The product comprises:

- Access to the Healthier Together website or mobile app for the Apple iOS and Google Android platforms available for download via the App Appstore and Google Playstore.
- Telephone support during office hours **9am – 5pm Monday to Friday** excluding Bank Holidays.
- Email support during office hours **9am – 5pm Monday to Friday** excluding Bank Holidays.
- Updates to practice data monthly
- Access to all updates, improvements and additions to the product made by Healthier Together during the year.
- Secure handling of sensitive data transfer using 256-bit https certified connections.
- Secure storage of data in industry standard and compliant data centres.

Orders

The client shall confirm an order to Cenigma by signing this agreement.

The client shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the client, and for giving Cenigma all necessary information in relation to the enablement of Healthier Together to supply the product at the agreed time.

The exact specifications for the product shall be those set out in Healthier Together quotation or acknowledgement of order.

Price

Prices charged in any quotation / invoice are inclusive of VAT, unless otherwise stated. Annual licence charges may increase based on the RPI or 5% whichever is higher without prior notice. Any increase in fee beyond a reasonable rise to account for inflation will be preceded by an email notification at least one month prior to the rise.

Payment

Payment is due in advance in full on initial launch of service or annual renewal date. Cenigma reserves the right to disable the app for the respective ICB, where payment is not received in accordance with any alternative terms of payment agreed in writing. No cash or other discount is allowed unless agreed in writing by Cenigma.

Copyright

Copyright of all material originated by Cenigma, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in Cenigma. The client agrees to indemnify Cenigma against all liabilities costs, damage, damages and expenses which Cenigma may incur as a result of content added to the site by the client and which involve infringement of any copyright, patent or other intellectual or property right.

Liability

Cenigma shall not be liable to the client by reason of any representation, unless fraudulent, or any implied warranty, condition or other item or any duty at common law, or under the express terms of this or any other contract, for any indirect, special or consequential loss or damage whatsoever (including but not limited to loss of profit, business, contracts or goodwill, costs, expenses or other claims for direct or indirect or consequential compensation whatsoever (and whether caused by the negligence of Cenigma, its employees or agents or otherwise). Cenigma will not be liable for any loss, damage, cost, expense or injury of any kind, whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of Cenigma, its staff, contractors, or its agents, in excess of the contract invoice value. Nothing in this condition shall exclude or limit Cenigma liability for personal injury or death arising from Cenigma negligence. No forbearance delay or indulgence by Cenigma in enforcing the provisions of the Contract shall prejudice or restrict the rights of Cenigma nor shall any waiver of its rights operate as a waiver of any subsequent breach and any right power or remedy herein conferred upon or reserved for Cenigma is exclusive of any other right power or remedy available to Cenigma and each of its rights powers or remedies shall be cumulative.

Warranty

Cenigma disclaims, to the extent permissible by law, all liability for defects in software products or for misconfiguration or misuse thereof. The product and all further services shall be delivered and performed in a timely, professional and workmanlike manner.

Force Majeure

Cenigma shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of the product being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond Cenigma control including, but not limited to:

- Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense
- Failure by the client to give adequate instructions or supply the necessary information in due time
- Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

Termination

Cenigma may terminate this agreement immediately if the client fails to pay any sum due under it on the due date (time being of the essence regarding payment) or immediately if the client commits a material breach of any term of this agreement and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request remedy the same from Cenigma. Any termination of this contract shall be without prejudice to any of Cenigma other rights or remedies.

In the event of termination by the Client, no fees paid or accrued under this Agreement shall be refundable.



Personal Data

We do not retain any patient data in our platform once it has been fully processed. The only data retained are activity logs and aggregated data in terms of patient utilisation and analytics in compliance with patient preferences and GDPR.

Modification of these Terms and Conditions

Cenigma reserves the right to change the terms, conditions, and notices under which its product and services are offered.