

Elate Terms and Conditions

1. Definitions and Interpretation

In these Terms and Conditions ("Terms"), the following definitions apply.

Agreement means the contract formed between Elate and the Customer comprising these Terms, the Order Form, and any referenced schedules.

Customer means the organisation procuring the Services.

Services means the Elate care management platform and related support services described in the Service Definition.

Order Form means the document agreed between the parties specifying Services, pricing, and term.

Data Protection Legislation means UK GDPR and the Data Protection Act 2018.

2. Provision of Services

2.1 Elate shall provide the Services to the Customer in accordance with the Agreement.

2.2 Elate shall use reasonable skill and care in the provision of the Services.

2.3 Elate may make changes to the Services where required to comply with applicable law or to maintain security and performance.

3. Service Availability and Support

3.1 Elate shall use reasonable endeavours to make the Services available in line with the service levels described in the Service Definition.

3.2 Planned maintenance will be scheduled to minimise disruption where reasonably practicable.

3.3 Support services are provided as described in the Service Definition.

4. Customer Responsibilities

4.1 The Customer is responsible for:

- ensuring that users comply with the Agreement
- providing accurate and lawful data
- maintaining appropriate internet connectivity and devices

4.2 The Customer remains responsible for care delivery and regulatory compliance.

5. Fees and Payment

5.1 Fees are payable as set out in the Order Form.

5.2 Invoices are payable within 30 days of the invoice date.

5.3 Elate may charge statutory interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

6. Data Protection and Security

6.1 Each party shall comply with Data Protection Legislation.

6.2 The Customer is the Data Controller and Elate is the Data Processor in respect of personal data processed under the Agreement.

6.3 Elate shall implement appropriate technical and organisational measures to protect personal data.

6.4 A data processing agreement forms part of this Agreement.

7. Intellectual Property Rights

7.1 All intellectual property rights in the Services remain the property of Elate or its licensors.

7.2 The Customer is granted a non-exclusive, non-transferable licence to use the Services during the term.

7.3 The Customer retains ownership of its data.

8. Confidentiality

8.1 Each party shall keep confidential any confidential information received from the other.

8.2 Confidentiality obligations survive termination of the Agreement.

9. Liability

9.1 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

9.2 Subject to clause 9.1, each party's total liability arising under or in connection with the Agreement shall be limited to the total fees paid or payable in the 12 months preceding the claim. Nothing in this Agreement limits liability arising from a breach of Data Protection Legislation.

9.3 Neither party shall be liable for indirect or consequential loss.

10. Term and Termination

10.1 The Agreement shall commence on the start date set out in the Order Form and continue for the initial term.

10.2 Either party may terminate for material breach not remedied within 30 days of notice.

10.3 The Customer may terminate for convenience on 30 days' written notice.

10.4 On termination, the Customer may export its data in a commonly used format.

11. Exit Management

11.1 Elate shall provide reasonable assistance to enable orderly transition of the Services upon termination.

11.2 Standard data export on termination is provided at no additional cost. Any additional exit assistance beyond this may be charged at agreed rates

12. Changes to the Agreement

12.1 Elate may propose changes to these Terms by providing reasonable notice.

12.2 Where changes materially disadvantage the Customer, the Customer may terminate without penalty.

13. Force Majeure

Neither party shall be liable for failure to perform due to events beyond reasonable control.

14. Governing Law and Jurisdiction

This Agreement is governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction.

15. General

15.1 This Agreement constitutes the entire agreement between the parties.

15.2 No partnership or agency relationship is created.

15.3 Rights under the Contracts (Rights of Third Parties) Act 1999 are excluded.