Consultant Connect – Terms of Use

These Terms of Use set out Consultant Connect's obligations as a service provider and Subscriber's obligations as a customer. Please read them carefully and note that there are defined terms used throughout, as referenced in the "Definitions" section below.

These Terms of Use are binding on Subscriber and End Users for any use of the Consultant Connect System and/or access to the Services and apply to Subscriber and End Users from the time that Consultant Connect provides Subscriber or any End User with access to the Consultant Connect System or any access to the Services.

By agreeing to use the Consultant Connect System and/or access the Services, Subscriber warrants it has read, understood and accepted these Terms of Use. Subscriber warrants that it has the legal authority to accept these Terms of Use and bind all End Users on the terms set out in these Terms of Use.

Definitions

"**Access Fee**" means the Platform Licence Fee and any other fee payable by Subscriber (including, but not limited to, any activity fees) in accordance with the sums agreed in Correspondence between Subscriber and Consultant Connect and subject to change from time to time as set out in clause 3.

"**Administrative Support Network**" means the team of individual Administrators engaged by Consultant Connect to support the delivery of its Services.

"**Administrator(s)**" means non-clinical healthcare administrators who are engaged by Consultant Connect to support the delivery of its Referral Triage and Virtual Consultation Services.

"Agreement" means the agreement between Consultant Connect and Subscriber for the use of the Consultant Connect System and access to the Services in accordance with these Terms of Use.

"**Applicable Laws**" means the laws of the United Kingdom.

"CQC" means the Care Quality Commission, the executive non-departmental public body of the Department of Health and Social Care established to regulate and inspect health and social care providers in England and any successor body.

"**Confidential Information**" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) which relates to Consultant Connect, Subscriber and/or End Users, staff of either Party or patients, which is confidential to Consultant Connect or Subscriber. This includes (but is not limited to) patient records, business plans, pricing information, technical data, know-how and information relating to Consultant Connect, its customers or any of their patients, staff, services, products, operations and processes.

"**Consultant**" means hospital consultants and any other equivalent healthcare specialists used in relevant specialties.

"**Consultant Connect**" means Consultant Connect Limited which is a limited company registered in England and Wales (company number 09488206) whose registered office is at One St Aldates, St. Aldates, Oxford OX1 1DE.

"**Consultant Connect Data**" means all metadata and other data generated through Subscriber's and End Users' use of the Consultant Connect System, excluding any Subscriber Data.

"**Consultant Connect System**" means the technology platform, reporting system and associated telephony, messaging and photography facilities offered by Consultant Connect as well as any other services set out at https://www.consultantconnect.org.uk/ or offered in writing.

"**Correspondence**" means any written communications (including, without limitation, e-mails) between Subscriber and Consultant Connect in which Subscriber's use of the Consultant Connect System is discussed and agreed by the Parties.

"**Data Protection Legislation**" means (i) the Data Protection Act 2018; and (ii) the UK GDPR.

"**Data Protection Law**" means all applicable data protection and privacy legislation, regulations, guidance and codes of practice, including without limitation (i) the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations; and (ii) any binding guidance or codes of practice issued by the UK Information Commissioner (all as amended, updated or re-enacted) from time to time.

"**End User**" means employees, contractors, affiliates or agents of Subscriber (and of subsidiaries and affiliates of those Subscribers), and any other individuals or entities enabled by Consultant Connect or authorised by Subscriber from time to time to use the Consultant Connect System or access the Services, including (without limitation) GPs, Consultants, other clinicians and healthcare managers.

"**Intellectual Property Right**" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered and including (without limitation) all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights.

"**National Consultant Network**" means Consultant Connect's network of Consultants as further described in clause 8.

"**NHS**" means the National Health Service.

"**NHS Body**" means an Integrated Care Board/Health Board/Special Board, NHS Foundation Trust, NHS Trust or other NHS body or similar that benefits from an NHS indemnity scheme.

"**NHS Subscriber**" means an NHS Body that is a Subscriber.

"**Party**" means Consultant Connect and Subscriber, who shall be known individually as a "Party" and collectively as the "**Parties**".

"**Platform Licence Fee**" means the fee payable by Subscriber for using the Consultant Connect System.

"**Quarter**" means successive three month periods, with the first quarter beginning on the day that the Subscriber's project with Consultant Connect commences, and "**Quarterly**" shall be construed accordingly.

"**Service**" and "**Services**" means any service which is enabled by the Consultant Connect System and/or National Consultant Network, including, but not limited to, each and any of the following services as the context requires and as may be confirmed in Correspondence:

- "**Advice & Guidance**": a communication service via phone, photo or messaging between two clinicians regarding a patient-specific medical query with the communications being retained for medico-legal purposes;
- "**Patient Communication**": a communication service enabling clinicians to contact patients and patients to contact clinicians with a full medico-legal record of all communications;
- "**Referral Triage**": a clinical triage service including a review of a patient referral in order to identify the most appropriate clinical pathway and prioritisation with the referral documentation and triage outcome being retained for medico-legal purposes;
- "**Virtual Consultation**": a service providing patient appointments conducted by a clinician via telephone or video conferencing with the telephone consultation being recorded for medico-legal purposes; and
- "**eRS Connect**": integration functionality with the NHS e-Referral Service which generates efficiencies for clinical users

"Service Provider" means an entity regulated by the CQC that provides healthcare services.

"**Subscriber**" means the legal entity entering into the Agreement on the terms set out in these Terms of Use with Consultant Connect.

"**Subscriber Data**" means any data inputted by Subscriber or an End User or with Subscriber's or End User's authority into the Consultant Connect System.

"Subscriber Personal Data" means any Subscriber Data which is personal data and which Consultant Connect processes on behalf of Subscriber or End User in connection with the performance by Consultant Connect of its obligations in these Terms of Use, and as further defined in Schedule 1.

"**Term**" means the term of the Agreement, agreed in accordance with clause 6.

"**Terms of Use**" means these terms of use (including any schedules, appendices) and any Correspondence as may be amended from time to time.

"**UK GDPR**" means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) and the terms "**data subject**", **"data controller"**, **"data processor"**, "**personal data**" and "**processing**" as used in these Terms of Use have the meanings given in the UK GDPR.

1. Provision of Consultant Connect System and Access to Services

1.1 Consultant Connect will provide the Consultant Connect System, and access to the relevant Services to Subscriber and Subscriber shall use the Consultant Connect System and access the relevant Service, in each case in accordance with these Terms of Use. Consultant Connect warrants that the Consultant Connect System shall be provided with reasonable skill and care.

2. Use of the System and Intellectual Property Rights

2.1 Consultant Connect grants Subscriber the right to use the Consultant Connect System for the Term. This right is non-exclusive, non-sublicensable and non-transferable except that Subscriber may grant the right to use the Consultant Connect System to Subscriber's End Users. Subscriber's use (and Subscriber's End Users' use) of the Consultant Connect System is limited by and subject to these Terms of Use.

2.2 All Intellectual Property Rights in the Consultant Connect System, the Services, and the Consultant Connect Data are and remain the property of Consultant Connect and/or its licensors.

2.3 Subscriber grants Consultant Connect a licence to use, copy, transmit, store, and back-up Subscriber's information and Subscriber Data for the purposes of enabling Subscriber to use the Consultant Connect System or access the Services and for any other purpose set out in these Terms of Use or related to provision or improvement of the Consultant Connect System to Subscriber.

2.4 Subscriber gives Consultant Connect permission to analyse the Subscriber Data to produce anonymised reports on system usage and gives Consultant Connect permission to use such analysis as it sees fit, although any such use by Consultant Connect shall not identify Subscriber unless expressly agreed otherwise in writing.

3. Subscriber's Obligations

Payment obligations

3.1 Access Fees shall be invoiced as set out in Correspondence from Consultant Connect.

3.2 An invoice for Access Fees will be issued starting the month Subscriber agrees to use the Consultant Connect System. Consultant Connect will continue invoicing Subscriber for the various elements of the Access Fee, payable as set out above, until the Agreement is terminated in accordance with clause 6 of these Terms of Use. Subscriber must pay all amounts specified in any invoice within thirty (30) days of the date of invoice unless otherwise agreed by the Parties in writing.

3.3 All amounts payable under the Agreement shall be exclusive of VAT or relevant local sales tax (if any) and Subscriber is responsible for payment of all VAT and other taxes and duties in addition to the Access Fee.

3.4 From time to time, Consultant Connect may change the Access Fee it charges by giving Subscriber 4 (four) months' written notice of the change. If Subscriber continues to use the Consultant Connect System following such notice, it shall be deemed to have accepted the revised Access Fee. If Subscriber does not want to continue to use the Consultant Connect System following such notice, Subscriber can terminate the Agreement with Consultant Connect by giving 3 (three) months' written notice in accordance with clause 6 of these Terms of Use.

Access conditions

3.5 Subscriber is responsible for all use of the Consultant Connect System and access to the relevant Services by End Users and Subscriber will ensure that all End Users comply with all Subscriber's obligations under these Terms of Use.

3.6 Subscriber is responsible for all activities on the Consultant Connect System using Subscriber's or End User's usernames and passwords. Subscriber must ensure that all usernames and passwords required to use the Consultant Connect System are kept secure and confidential. Subscriber shall use best endeavours to prevent any unauthorised use of or access to, respectively, the Consultant Connect System or Services, and must immediately notify Consultant Connect of any unauthorised use of Subscriber's usernames and passwords or any other breach of security. In these circumstances, Consultant Connect will reset Subscriber's and/or End User's credentials and Subscriber must take all other actions that Consultant Connect reasonably deems necessary to maintain or enhance:

3.6.1 the security of the Consultant Connect System and networks; and

3.6.2 Subscriber's and each End Users' use of the Consultant Connect System and access to the relevant Services.

3.7 Subscriber shall not (and shall not permit any third party to):

3.7.1 copy, adapt, reverse engineer, decompile, disassemble, modify, adapt, distribute or make error corrections to the Consultant Connect System in whole or in part (save for as required by Applicable Laws and where the Parties are unable to expressly agree to exclude such requirement) or as expressly permitted under these Terms of Use;

3.7.2 use or access, respectively, all or any part of the Consultant System or Services in order to build a product or service which competes with Consultant Connect System or Services;

3.7.3 use the Consultant Connect System or access to the Services to provide services to third parties save as agreed in writing between the Parties; or

3.7.4 introduce or permit the introduction of any computer virus or harmful data to the Consultant Connect System.

Confidentiality

3.8 Subject to clause 3.9, each Party will preserve the confidentiality of all Confidential Information of the other obtained in connection with the Agreement. Neither Party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same other than in accordance with these Terms of Use.

3.9 The obligations set out in clause 3.8 shall not apply to information that is: (i) already in the public domain at the time of disclosure or becomes publicly available through no fault of the Party receiving the information; (ii) is lawfully obtained from a third Party without any breach of confidentiality obligations; or (iii) must be disclosed due to an order of a court or other legislative requirement.

4. Availability

4.1 Subscriber's and End Users' use of the Consultant Connect System is contingent on full payment of the Access Fee when due. Consultant Connect does not warrant that the use of the Consultant Connect System or access to the Services will be uninterrupted or error free. Among other things, essential maintenance, the operation and availability of the systems used for accessing the Service, including but not limited to public telephone services, mobile and computer networks and the internet, can be unpredictable and may from time to time interfere with or prevent use of the Consultant Connect System and access to the relevant Services. Consultant Connect is not in any way responsible for any such interference or prevention of Subscriber's use of the Consultant Connect System or access to the relevant Services.

4.2 Save as expressly set out in these Terms of Use, all other conditions and warranties are hereby excluded, including (without limitation) the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

5. Data Protection

5.2 Both Parties will comply with all applicable requirements of Data Protection Law as set out further in clause 5.2 and Schedule 1. This clause 5 is in addition to, and does not relieve, remove or replace, a Party's obligations under Data Protection Law.

5.3 The Parties acknowledge that for the purposes of Data Protection Law:

5.3.1 the Subscriber or relevant End User is the data controller and Consultant Connect is the data processor in relation to the Subscriber Personal Data, and as further set out in Schedule 1; and

5.3.2 Consultant Connect is the data controller in relation to Consultant Connect Data (to the extent it comprises personal data).

6. Term and Termination

6.2 The Agreement will continue for the period agreed between the Parties in Correspondence.

6.3 If the Parties agreed an initial fixed period of usage, such as 12 (twelve) months, and Subscriber intends to terminate the Agreement at the end of such fixed period, Subscriber shall give Consultant Connect written notice that Subscriber intends to terminate the Agreement at least 3 (three) months before the end of the initial fixed period and the Agreement shall then automatically terminate at the end of that initial fixed period.

6.4 In the event that the Parties:

6.4.1 did not agree an initial fixed period of usage in Correspondence; or

6.4.2 agreed an initial fixed period of usage and Subscriber did not give Consultant Connect written notice at least 3 (three) months before the end of any agreed initial fixed period;

the Agreement shall remain in effect until either Party gives the other 3 (three) months' written notice that it wishes to terminate the Agreement and the Agreement shall then automatically terminate on expiry of such notice.

6.5 On termination of the Agreement for any reason:

6.5.1 all rights granted to Subscriber and End Users under these Terms of Use (including without limitation the right to use the Consultant Connect System) shall cease;

6.5.2 Subscriber shall cease accessing the relevant Services authorised by these Terms of Use;

6.5.3 Subscriber shall immediately pay to Consultant Connect any sums due under these Terms of Use; and

6.5.4 Either:

(a) if Consultant Connect and Subscriber shall agree the costs for Consultant Connect to continue to host the Subscriber Data after such termination and for so long as Subscriber pays such costs, Consultant Connect shall host and provide access to the Subscriber Data on the terms set out in these Terms of Use (save that Subscriber shall have no access to the relevant Services); or

(b) if the Parties do not agree the costs for Consultant Connect to continue to host the Subscriber Data or if Subscriber ceases to pay such costs, Consultant Connect shall provide access to the Subscriber Data for a reasonable period (but not exceeding 3 (three) months) following the earlier of termination or the Subscriber ceasing to pay such costs and shall provide reasonable assistance to Subscriber (at Subscriber's cost) to enable Subscriber to transfer the Subscriber Data to Subscriber or to a third party selected by Subscriber, then Consultant Connect shall delete the Subscriber Data.

7. Liability and Indemnity

7.2 Subject to clause 7.3, Consultant Connect shall have no liability under or in connection with the Agreement whether in contract, tort (including without limitation negligence) or otherwise for:

7.2.1 loss of profits;

7.2.2 loss of anticipated savings;

7.2.3 loss of business opportunity;

7.2.4 loss of goodwill;

7.2.5 unavailability or corruption of data; or

7.2.6 indirect or consequential loss,

whether or not such losses were within the contemplation of Parties at the date that these Terms of Use were accepted by Subscriber.

7.3 Subject to clause 7.3, the total aggregate liability of Consultant Connect, whether in contract, tort (including negligence) or otherwise under or in connection with this Agreement in respect of any calendar year, shall in no circumstances exceed a sum equal to 125% of the Access Fee paid or payable in respect of the calendar year in which the liability has arisen.

7.4 The exclusions and limitations in clause 7.1 and 7.2 shall apply to the fullest extent permissible at law, but Consultant Connect does not exclude liability for:

7.4.1 death or personal injury caused by the negligence of Consultant Connect, its officers, employees, contractors or agents;

7.4.2 fraud or fraudulent misrepresentation; or

7.4.3 breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

7.5 Subscriber shall indemnify Consultant Connect against all claims, costs, damage and loss arising from Subscriber's breach of these Terms of Use or Subscriber's breach of any Data Protection Law.

7.6 The Subscriber acknowledges that the Consultant Connect System and / or the Services may enable or assist it or End Users to access the content of, correspond with, and purchase products and services from, third parties, including (without limitation) via third-party websites and through NHS systems (including but not limited to patient demographic service, eRS, patient record systems and hospital PAS systems) and that it does so solely at its own risk. Consultant Connect makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party content, products or services, or any transactions completed, and any contract entered into by the Subscriber or any End User, with any such third party. Any contract entered into and any transaction completed in relation to any such third party content, product or services is between the Subscriber and/or End User and the relevant third party, and not Consultant Connect. Consultant Connect recommends that the Subscriber and/or the End User refers to the third party's terms and conditions and privacy policy prior to using the relevant third-party content, product or services. Consultant Connect does not endorse or approve any third-party content, product or services made available via the Consultant Connect Services.

8. National Consultant Network and Administrative Support Network

8.2 The National Consultant Network, and Administrative Support Network are not contractable through G-Cloud and are therefore not relevant.

9. General Provisions

9.2 Further assurance

At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Agreement.

9.3 No Waiver

No failure or delay by a Party to exercise any right or remedy provided under these Terms of Use or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.4 Entire Agreement

The Agreement contains the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and

understandings between the Parties relating to that subject matter. Each Party acknowledges that, in entering into the Agreement, it does not rely on any statement, representation, assurance or warranty other than as expressly set out in the Agreement.

9.5 Severance

If any provision or part-provision of these Terms of Use is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms of Use.

9.6 Third Party Rights

A person who is not a Party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

9.7 No Partnership

Nothing in these Terms of Use shall establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party except as otherwise set out in these Terms of Use, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

9.8 Force Majeure

Neither Party shall be in breach of these Terms of Use nor liable for delay in performing, or failure to perform, any of its obligations under these Terms of Use if such delay or failure results from events, circumstances or causes beyond its reasonable control.

9.9 Notices

Any notice given to a Party under or in connection with these Terms of Use shall be given in writing. Writing shall include (without limitation) electronic mail (email to the following address: hello@consultantconnect.org.uk) but shall exclude fax. Any notice shall be deemed to have been received:

9.9.1 if delivered by email, on the day after the e-mail has been sent to the relevant email address of the other Party (subject to the sender obtaining a delivery receipt or confirmation of successful transmission);

9.9.2 if delivered by hand, on signature of a delivery receipt; or

9.9.3 if sent by pre-paid first-class post at 9.00 am on the second business day after posting

Notices served by hand or post must be sent to Consultant Connect's or Subscriber's registered office address. Any notices relating to legal proceedings must be served by hand or pre-paid first class post, and shall not be accepted if served by email.

9.10 Governing law and jurisdiction

The Agreement and any dispute or claim arising in connection with it shall be governed by English law. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises in connection with the Agreement.

Last updated on 22 January 2025

SCHEDULE 1
SUBSCRIBER PERSONAL DATA

1. PROCESSING BY CONSULTANT CONNECT

General principles

1.1 Consultant Connect is the provider of communications systems to the NHS and providers of privately-funded healthcare that facilitate easier and faster patient-specific discussions between different teams of clinicians. The overall objective is to ensure patient pathways are not delayed unnecessarily on account of clinicians being unable to contact each other.

1.2 Consultant Connect is a data processor in respect of the Subscriber Personal Data, holding and processing patient data on behalf of data controllers who will typically be one of: individual GP Practices (or GP Federations, Primary Care Networks or Integrated Care Boards/Health Boards/Special Boards on their behalf), NHS Trusts or Foundation Trusts, Community/District Nursing Providers, other NHS Bodies or providers of privately-funded healthcare.

1.3 Without prejudice to the generality of clause 5 of these Terms of Use, the Subscriber will ensure that it or relevant End User has all necessary appropriate consents and notices in place to enable lawful transfer of the Subscriber Personal Data to Consultant Connect and subsequent processing by Consultant Connect of such Subscriber Personal Data for the duration and purposes of the Agreement.

1.4 Consultant Connect shall, in relation to any Subscriber Personal Data:

1.4.1 process that Subscriber Personal Data only on the written instructions of the Subscriber unless Consultant Connect is required by Applicable Laws to process the Subscriber Personal Data**.** Where Consultant Connect is relying on Applicable Laws as the basis for processing Subscriber Personal Data, Consultant Connect shall promptly notify the Subscriber or End User of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Consultant Connect from so notifying the Subscriber and/or End User;

1.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Subscriber, to protect against unauthorised or unlawful processing of Subscriber Personal Data and against accidental loss or destruction of, or damage to, Subscriber Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may where appropriate include (without limitation), pseudonymising and encrypting Subscriber Personal Data,

ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Subscriber Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

1.4.3 ensure that all personnel who have access to and/or process Subscriber Personal Data are obliged to keep the Subscriber Personal Data confidential;

1.4.4 not transfer any Subscriber Personal Data outside of the United Kingdom or European Union unless the prior written consent of the Subscriber has been obtained and the following conditions are fulfilled:

(a) the Subscriber or Consultant Connect has provided appropriate safeguards in relation to the transfer;

(b) the data subject has enforceable rights and effective legal remedies;

(c) Consultant Connect complies with its obligations under the Data Protection Law by providing an adequate level of protection to any Subscriber Personal Data that is transferred; and

(d) Consultant Connect complies with reasonable instructions notified to it in advance by the Subscriber with respect to the processing of the Subscriber Personal Data.

1.4.5 assist the Subscriber in responding to any request from a Data Subject relating to Subscriber Personal Data and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

1.4.6 notify the Subscriber without undue delay on becoming aware of a Personal Data breach affecting Subscriber Personal Data;

1.4.7 at the written direction of the Subscriber, return and/or delete Subscriber Personal Data and copies thereof to the Subscriber on termination of the Agreement in each case as set out in clause 6 of these Terms of Use, unless required by Applicable Law to store the Subscriber Personal Data; and

1.4.8 maintain complete and accurate records and information to demonstrate its compliance with this Schedule.

1.5 Consultant Connect shall not appoint any third-party processor of Subscriber Personal Data under the Agreement without the Subscriber's prior consent (not to be unreasonably withheld).

Nature

1.6 The Subscriber Personal Data will have been provided, or will be provided, by a clinician from whom the patient is requesting healthcare advice/services in order to provide those services to the patient to the highest possible standard.

1.7 The Subscriber Personal Data is used/retained, upon the instruction of the data controller, as part of a patient's medical record and serves as a record of advice given should any healthcare organisation need to access it in the future with regard to providing high quality care to that patient.

1.8 All the Subscriber Personal Data is stored on Consultant Connect's database in the UK and/or the EU.

Purpose of Processing

1.9 The purpose of processing the Subscriber Personal Data is to enable the provision of the Service by Consultant Connect to the Subscriber or End User as agreed between the Parties and may include (without limitation):

1.9.1 facilitation of easier and faster patient-specific discussions between different teams of clinicians;

1.9.2 access by Subscribers or End Users to Advice & Guidance, Referral Triage and Video Consultations (as detailed under the definition of "Services"); and

1.9.3 retention of records relating to the provision of the Services to support ongoing patient care and for medico-legal purposes should they be necessary

Duration of the Processing

1.10 Subscriber Personal Data will be retained in accordance with Data Protection Laws, Applicable Laws, relevant professional guidance including, but not limited to, that which has been issued by the Department of Health and Social Care, and further subject to paragraph 1.4.7 of this Schedule 1.

2. TYPES OF PERSONAL DATA

2.1 The Subscriber Personal Data comprises the following types of personal data:

2.1.1 NHS/CHI Number – a patient's 10-digit NHS/CHI Number

2.1.2 Call Recording – verbatim recording of a clinical discussion

2.1.3 Photo Images – relevant photos taken by a clinician in order to support a clinical discussion

2.1.4 Associated Notes/Messages – any notes/messages sent by one clinician to another to support a clinical discussion

2.1.5 Clinician Contact Details – names and contact details for NHS clinicians

3. CATEGORIES OF DATA SUBJECT

3.1 The Subscriber Personal Data comprises the following categories of Data Subject:

3.1.1 NHS or privately funded patients seeking healthcare services; and

3.1.2 clinicians, including (inter alia) GPs, Consultants and community-based clinicians.