

Heart Rhythm International

Terms and Conditions

(G-Cloud 15)

1. Interpretation

1.1 Definitions

Business Day: a day other than a Saturday, Sunday or public holiday in Dublin, Ireland or London, United Kingdom.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 5.

Commencement Date: the date on which the Supplier accepts the Order in writing.

Conditions: these terms and conditions as amended in accordance with clause 11.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the NHS Trust or healthcare organisation purchasing Services from the Supplier.

Customer Default: has the meaning set out in clause 4.2.

Deliverables: the outputs produced by the Supplier for the Customer as part of the Services.

Intellectual Property Rights: all intellectual property rights whether registered or unregistered, including patents, copyrights, database rights, trademarks, trade secrets, and all similar rights anywhere in the world.

Order: the Customer's order for Services under the G-Cloud framework.

Services: the services supplied by the Supplier as set out in the Service Definition.

Specification: the Service Definition document published by the Supplier on the G-Cloud framework.

Supplier: G Pace Limited trading as Heart Rhythm International.

1.2 Interpretation

References to legislation include amendments and re-enactments.

References to writing include email.

Headings are for convenience only and do not affect interpretation.

2. Basis of Contract

2.1 The Order constitutes an offer by the Customer to purchase Services under these Conditions.

2.2 The Contract comes into existence when the Supplier issues written acceptance of the Order.

2.3 Marketing materials are provided for information only and do not form part of the Contract.

2.4 These Conditions apply to the exclusion of any other terms the Customer seeks to impose.

3. Supply of Services

3.1 The Supplier shall provide the Services in accordance with the Specification using reasonable care and skill.

3.2 Performance dates are estimates only and time is not of the essence.

3.3 The Supplier may amend the Specification where required by law or regulation, or where changes do not materially reduce service quality.

4. Customer Obligations

4.1 The Customer shall:

- a) ensure Order information is complete and accurate
- b) co-operate reasonably with the Supplier
- c) provide access and information required to deliver the Services
- d) obtain and maintain all required approvals and consents

4.2 Where the Supplier's performance is delayed due to Customer Default, the Supplier shall not be liable for resulting delay or failure.

5. Charges and Payment

5.1 Charges are as set out in the Pricing Document published on G-Cloud.

5.2 **Charges are fixed for the duration of the Initial Contract Term.**

5.3 The Supplier shall invoice annually in advance unless otherwise agreed in writing.

5.4 Payment terms are **30 days from invoice date.**

5.5 Charges are exclusive of VAT, which shall be payable at the applicable rate.

5.6 Statutory interest may be charged on late payments in accordance with applicable law.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in the Services remain the property of the Supplier.

6.2 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Services for the duration of the Contract.

6.3 The Customer shall not sub-licence or assign this licence.

6.4 The Customer grants the Supplier a licence to use Customer data solely for the purpose of delivering the Services.

7. Data Protection

7.1 Both parties shall comply with the UK GDPR and the Data Protection Act 2018.

7.2 Where the Supplier processes personal data on behalf of the Customer, the parties shall enter into a Data Processing Agreement consistent with UK GDPR requirements.

7.3 The Supplier shall implement appropriate technical and organisational security measures.

8. Limitation of Liability

8.1 Nothing limits liability for death or personal injury caused by negligence, fraud, or liabilities which cannot legally be excluded.

8.2 Subject to clause 8.1, the Supplier's total liability shall not exceed **100% of the Charges paid or payable in the preceding 12 months**.

8.3 The Supplier shall not be liable for indirect or consequential losses, including loss of profits, data, goodwill, or anticipated savings.

9. Termination

9.1 Either party may terminate the Contract by giving **three (3) months' written notice** prior to the end of the Initial Term.

9.2 The Contract shall **expire at the end of the Initial Term unless renewed by mutual written agreement**.

9.3 Either party may terminate immediately for material breach not remedied within 30 days.

9.4 Termination does not affect accrued rights or obligations.

10. Consequences of Termination

10.1 On termination, all outstanding Charges become immediately payable.

10.2 The Customer shall cease use of the Services and return or securely delete Supplier Materials.

10.3 The Supplier shall support secure data export in accordance with the Specification.

11. General

11.1 Force Majeure

Neither party shall be liable for failure caused by events beyond reasonable control.

11.2 Assignment

The Supplier may assign the Contract provided this does not materially affect service delivery.

11.3 Confidentiality

Each party shall keep confidential information secure and use it only for Contract purposes.

11.4 Entire Agreement

The Contract constitutes the entire agreement between the parties.

11.5 Variation

Variations must be in writing and signed by authorised representatives of both parties.

11.6 Severance

Invalid provisions shall not affect the remainder of the Contract.

11.7 Notices

Notices shall be given in writing by email or recorded delivery.

11.8 Governing Law

The Contract is governed by the laws of **England and Wales**.

11.9 Jurisdiction

The courts of **England and Wales** have exclusive jurisdiction.

12. Supplier Details

Supplier:

G Pace Limited trading as Heart Rhythm International

Contact:

Robert Kelly, CEO

Email: robert@heartrhythmintl.com

Website: www.heartrhythmintl.com