

Intelligentas – Terms and Conditions

1. Introduction

These Terms and Conditions (“Terms”) govern the provision of clinical record summarisation services by **Intelligentas Ltd**, registered company number 16581967, of 128 City Road, London, EC1V 2NX (“Intelligentas”, “we”, “us”, or “the Supplier”) to the customer identified in the applicable order form, statement of work, or service schedule (“Customer”).

By entering into a contract for services, the Customer agrees to be bound by these Terms.

2. Scope of Services

2.1 Intelligentas provides Lloyd George record digitisation and summarisation services, including scanning, optical character recognition, structured data extraction, clinical coding where agreed, and production of clinically structured summaries.

2.2 The services are documentation support services only. Intelligentas does not provide clinical advice, diagnosis, treatment recommendations, or automated clinical decision-making.

2.3 Full details of the services, volumes, pricing, and delivery arrangements are set out in the applicable Statement of Work (SOW) or Schedule.

3. Service Delivery and Outputs

3.1 Summaries are delivered in agreed formats, such as PDF or structured summary files, suitable for upload into clinical systems.

3.2 Intelligentas does not upload summaries into GP or other clinical systems unless expressly agreed in writing.

3.3 Responsibility for review, validation, and entry of data into any clinical system rests solely with the Customer or end healthcare provider.

4. Customer Obligations

4.1 The Customer shall: - Provide accurate and complete records and information; - Ensure appropriate clinical governance and oversight; - Nominate authorised contacts for instructions and approvals; - Comply with all applicable laws and NHS information governance requirements.

4.2 Intelligentas shall not be liable for delays or quality issues arising from incomplete, inaccurate, or poor-quality source records.

5. Information Governance and Data Protection

5.1 Each party shall comply with UK GDPR and applicable data protection legislation.

5.2 Intelligentas processes customer data only for the purpose of delivering the services and does not retain data beyond active processing, except where required for contractual, legal, or audit purposes.

5.3 Data is transmitted and handled using appropriate technical and organisational security measures.

6. Confidentiality

6.1 Each party shall keep confidential all non-public information disclosed in connection with the services.

6.2 Confidentiality obligations survive termination for a period of two (2) years.

7. Intellectual Property

7.1 All intellectual property rights in Intelligentas methodologies, processes, tools, software, and documentation remain the exclusive property of Intelligentas.

7.2 The Customer is granted a limited, non-transferable right to use the service outputs for internal clinical and administrative purposes only.

8. Clinical Disclaimer

8.1 Outputs produced by Intelligentas are supportive summaries derived from source records and may be affected by the quality, completeness, and legibility of the original material.

8.2 All outputs must be reviewed by a qualified clinical professional before use.

8.3 Intelligentas accepts no liability for clinical decisions or outcomes arising from use of the summaries.

9. Charges and Payment

9.1 Charges are set out in the applicable Schedule or SOW.

9.2 Invoices are payable in accordance with the agreed payment terms.

9.3 Late payments may attract interest and administrative charges as permitted by law.

10. Service Levels

10.1 Any service levels or availability targets are set out in a separate Service Level Agreement, where applicable.

10.2 Service credits, where offered, are the Customer's sole remedy for service level failures.

11. Liability

11.1 Intelligentas shall use reasonable care and skill in providing the services.

11.2 Except for fraud or death or personal injury caused by negligence, Intelligentas' total liability is limited to the fees paid under the relevant contract.

11.3 Intelligentas shall not be liable for indirect or consequential losses.

12. Term and Termination

12.1 The contract term is as set out in the applicable Schedule or SOW.

12.2 Either party may terminate in accordance with the agreed notice periods or immediately for material breach or insolvency.

12.3 On termination, all outstanding fees become immediately payable.

13. Service Exit

13.1 On termination, access to the service is disabled and any transient data is securely deleted.

13.2 No data extraction is required, as outputs are already held by the Customer.

14. Assignment and Subcontracting

14.1 Intelligentas may assign or transfer this agreement as part of a corporate reorganisation or business transfer.

14.2 The Customer may not assign without prior written consent.

15. Force Majeure

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

16. Governing Law

These Terms are governed by English law, and the courts of England and Wales have exclusive jurisdiction.

17. Entire Agreement

These Terms, together with any SOW or Schedule, constitute the entire agreement between the parties.