

Medindex Ltd

Terms and Conditions

G-Cloud 15 Service

Company Number: 12376470

Registered Office: 303 Goring Road, Goring-By-Sea, Worthing, West Sussex, BN12 4NX

These terms and conditions govern the provision of Medindex platform services (the Service) by Medindex Ltd (the Supplier, we, us, our) to customers (the Customer, you, your) procuring through the Crown Commercial Service G-Cloud 15 framework agreement.

1. Definitions and Interpretation

In these Terms and Conditions:

Authorised Users means those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Service.

Call-Off Contract means the contract formed between the Supplier and the Customer for the provision of the Service under G-Cloud 15.

Confidential Information means information that is proprietary or confidential and is either clearly labelled as such or identified as confidential in nature.

Customer Data means data, content, and information provided by the Customer or Authorised Users for use with the Service.

Documentation means the user guides, manuals, and other documentation provided by the Supplier relating to the Service.

Effective Date means the commencement date specified in the Call-Off Contract.

Service means the Medindex platform and associated services as described in the Service Definition document.

Service Level Agreement (SLA) means the service levels set out in Schedule 1.

2. Service Provision

1. The Supplier shall provide the Service to the Customer in accordance with the Service Definition document and these Terms and Conditions.
2. The Supplier shall use reasonable endeavours to meet the Service Level Agreement set out in Schedule 1.
3. The Supplier reserves the right to modify the Service provided that such modifications do not materially reduce the functionality or performance of the Service.
4. The Customer acknowledges that the Service is accessed via the internet and that the Supplier has no control over the availability or performance of internet connections.

3. Setup and Implementation

5. The Supplier shall provide initial setup services as specified in the Service Definition document for the one-off setup fee.
6. Setup services include platform configuration, branding customisation, initial content structure, user training, and technical compliance checks.
7. The Customer shall provide timely access to required information, personnel, and decisions necessary for setup and implementation.
8. Delays caused by the Customer may extend the implementation timeline and may result in additional charges if significant additional work is required.

4. Customer Obligations

9. The Customer shall ensure that Authorised Users comply with these Terms and Conditions and shall be responsible for any breach by Authorised Users.

10. The Customer shall maintain secure access credentials and shall notify the Supplier immediately of any unauthorised use.
11. The Customer shall not use the Service for any unlawful purpose or in any way that interrupts, damages, or impairs the Service.
12. The Customer acknowledges that content provided through the Service is for information purposes and does not constitute medical advice. The Customer remains responsible for all clinical decisions.
13. The Customer shall ensure that any Customer Data uploaded to the Service complies with all applicable laws and regulations, including data protection legislation.

5. Fees and Payment

14. The Customer shall pay the fees as specified in the Call-Off Contract and Service Definition document.
15. The setup fee is payable on signing the Call-Off Contract. The annual subscription fee is payable annually in advance.
16. Enhanced support services are charged at the day rate specified and are payable within 30 days of invoice.
17. All fees are exclusive of VAT, which shall be added at the prevailing rate where applicable.
18. The Supplier may increase fees on each anniversary of the Effective Date by providing at least 90 days written notice. Increases shall not exceed inflation (CPI) plus 3% per annum.
19. Late payments may be subject to interest at the rate of 4% above the Bank of England base rate.

6. Data Protection

20. Both parties shall comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018.
21. The Supplier processes only organisational data (email addresses for newsletters, usage analytics, and user feedback). The Service does not process patient data or other personal health information.
22. Where the Customer uploads any personal data to the Service, the Customer shall be the data controller and the Supplier shall be a data processor. The parties shall enter into a Data Processing Agreement as required by UK GDPR.
23. All data is stored and processed exclusively within the United Kingdom.
24. The Supplier maintains registration with the Information Commissioner's Office (Registration ZB280442).

7. Security

- 25. The Supplier shall implement and maintain appropriate technical and organisational measures to protect Customer Data against unauthorised or unlawful processing and accidental loss, destruction, or damage.
- 26. Security measures include encryption in transit (TLS 1.2+), multi-factor authentication for administrative access, regular security updates, automated backups, and continuous monitoring.
- 27. The Supplier maintains Cyber Essentials certification and compliance with NHS Digital Technology Assessment Criteria (DTAC).
- 28. The Supplier shall notify the Customer without undue delay of any security incident that may affect Customer Data.

8. Intellectual Property Rights

- 29. All intellectual property rights in the Service, including the software, platform, and Documentation, remain the property of the Supplier or its licensors.
- 30. The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Service during the term of the Call-Off Contract for the Customer's internal business purposes only.
- 31. The Customer retains all intellectual property rights in Customer Data. The Customer grants the Supplier a licence to use Customer Data solely for the purpose of providing the Service.
- 32. Neither party shall use the other party's trademarks, logos, or branding without prior written consent.

9. Confidentiality

- 33. Each party shall keep confidential all Confidential Information of the other party and shall not disclose it to third parties without prior written consent.
- 34. This obligation does not apply to information that is publicly available, lawfully received from a third party, independently developed, or required to be disclosed by law or court order.
- 35. This obligation shall survive termination of the Call-Off Contract for a period of five years.

10. Warranties

- 36. The Supplier warrants that it has the right and authority to provide the Service and grant the licence set out in these Terms and Conditions.
- 37. The Supplier warrants that the Service will be provided with reasonable care and skill in accordance with good industry practice.
- 38. The Supplier does not warrant that the Service will be uninterrupted or error-free, or that all defects will be corrected.

- 39. Clinical content provided through the Service is for information purposes only. The Supplier does not warrant the accuracy, completeness, or suitability of any clinical information for any particular purpose. Healthcare professionals remain responsible for all clinical decisions.
- 40. Except as expressly stated in these Terms and Conditions, all warranties, conditions, and terms, whether express or implied by statute, common law, or otherwise, are excluded to the fullest extent permitted by law.

11. Limitation of Liability

- 41. Nothing in these Terms and Conditions shall limit or exclude liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 42. Subject to clause 11.1, the Supplier shall not be liable for any indirect, consequential, special, or incidental losses including loss of profits, loss of business, loss of revenue, loss of data, or loss of anticipated savings.
- 43. Subject to clauses 11.1 and 11.2, the Supplier's total aggregate liability under or in connection with the Call-Off Contract shall not exceed the total fees paid by the Customer in the 12 months preceding the event giving rise to the liability.
- 44. The Customer acknowledges that clinical content is for information purposes only and that healthcare professionals remain solely responsible for all clinical decisions. The Supplier shall not be liable for any clinical decisions made or patient outcomes resulting from use of the Service.

12. Term and Termination

- 45. The Call-Off Contract shall commence on the Effective Date and continue for the initial term specified in the Call-Off Contract.
- 46. Either party may terminate the Call-Off Contract by giving at least 90 days written notice to expire on or after the end of the initial term.
- 47. Either party may terminate the Call-Off Contract immediately by written notice if the other party commits a material breach and fails to remedy it within 30 days of written notice.
- 48. Either party may terminate the Call-Off Contract immediately if the other party becomes insolvent, enters administration, or ceases to trade.
- 49. On termination, the Customer's right to access the Service shall cease immediately. The Supplier shall provide the Customer with access to export Customer Data for a period of 30 days following termination.
- 50. Termination shall not affect any rights or obligations that have accrued prior to termination. No refund of fees shall be payable on termination.

13. Force Majeure

- 51. Neither party shall be liable for failure or delay in performance due to circumstances beyond its reasonable control including acts of God, war, terrorism, riot, civil commotion,

compliance with government orders, fire, flood, explosion, industrial disputes, or failure of telecommunications or internet services.

52. The affected party shall notify the other party as soon as reasonably practicable and shall use reasonable endeavours to mitigate the effects of the force majeure event.

53. If a force majeure event continues for more than 90 days, either party may terminate the Call-Off Contract by written notice.

14. General Provisions

54. Neither party may assign or transfer its rights or obligations under the Call-Off Contract without the prior written consent of the other party.

55. No failure or delay by either party in exercising any right shall constitute a waiver of that right.

56. If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

57. Any notices shall be in writing and delivered by email or registered post to the addresses specified in the Call-Off Contract.

58. These Terms and Conditions, together with the G-Cloud 15 framework agreement and Call-Off Terms, constitute the entire agreement between the parties and supersede all previous agreements.

59. These Terms and Conditions shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1: Service Level Agreement

1. Availability

60. The Supplier shall provide the Service with 99.5% uptime availability calculated on a monthly basis.

61. Uptime is calculated as: $(\text{Total minutes in month} - \text{Downtime minutes}) / \text{Total minutes in month} \times 100$

62. Scheduled maintenance windows and third-party infrastructure outages are excluded from uptime calculations.

63. The Supplier shall provide advance notice of scheduled maintenance via the newsletter system or email.

2. Support Response Times

Support is provided during UK business hours (Monday-Friday, 9am-5pm, excluding UK public holidays) via email: admin@medindex.co.uk

Critical Issues (platform unavailability, security concerns):

64. Initial response: 4 hours during business hours

65. Resolution target: 24 hours or provision of workaround

Non-Critical Issues (general queries, minor bugs, feature requests):

- 66. Initial response: 2 working days
- 67. Resolution target: Reasonable timeframe based on complexity

3. Service Credits

If the Supplier fails to meet the 99.5% uptime commitment in any month (excluding planned maintenance and third-party infrastructure issues), the Customer shall be entitled to the following service credits:

- 68. Uptime 95.0% to 96.99%: 5% of monthly subscription fee
- 69. Uptime below 95.0%: 10% of monthly subscription fee

Service credits are the Customer's sole and exclusive remedy for failure to meet the uptime commitment. Service credits are applied to the following month's invoice or next contract renewal period.

4. Monitoring and Reporting

- 70. The Supplier continuously monitors platform availability and performance.
- 71. Uptime statistics are available to the Customer on request.
- 72. The Supplier shall provide incident reports for any critical outages within 5 working days of resolution.