

This website, <https://www.mysurgerywebsite.co.uk/live>, is owned and operated by First Practice Management (FPM), a division of SRCL (an SRCL Ltd. Group Company).

## 1. TERMS AND CONDITIONS OF SERVICE

1.1 FPM Group endeavours to provide its clients with the highest level of service at all times. These Terms and Conditions describe the way in which we provide our services and what we ask of our clients in return. **Please take the time to read and understand them.**

1.2 In these Terms and Conditions, 'FPM Group', 'we', 'us' or 'our' refers to SRCL Limited trading as FPM Group, Indigo House, Sussex Avenue, Leeds LS10 2LF, and 'you' or 'your' refers to a client of FPM Group, as identified in the applicable Order Form.

1.3 Your agreement with us consists of the signed Order Form and these Terms and Conditions of Service ("this Agreement").

## 2. SCOPE

2.1 We provide IT Services and Consultancy Services. Your services are set out in your Order Form.

2.2 The standard specification for our IT Services is contained in the Service Descriptions which are set out in Annex 1 of these Terms and Conditions.

2.3 The scope of our Consultancy Services is as agreed with you and set out in your Order Form.

2.4 These Terms and Conditions apply to all of our services.

2.5 Please note that our [Privacy Policy](#) describes how we process any personal data that you provide to us.

## 3. CONTACT

3.1 We respond to all email communication from clients within five working days of receipt.

## 4. PURCHASES

4.1 By purchasing an annual licence of a web-based IT Service (e.g. My Surgery Website) you are entitled to full access to the IT Service for the Duration specified in your Order Form. 4.2 If you order additional IT Services during the Term, these will be provided for the remainder of the initial Term of the first IT Service ordered.

4.3 By purchasing a Consultancy Service you will receive the deliverables set out in the Order Form accordance with any agreed timescale for the services.

## 5. ORDERS

5.1 To order our services, you must sign an Order Form. This Agreement is made at the time of your signature.

5.2 Signature can be applied either by physically signing a hard copy of the Order Form or electronically using the *echosign* application. You should not allow anyone to sign the Order Form on your behalf unless they have authority to do so. Once an Order Form has been signed on your behalf, we are entitled to rely on it and you will be liable to pay for the ordered services, whether or not the person signing had authority to sign it.

5.3 You are responsible for ensuring the accuracy of the terms of the Order Form (including any applicable specification), and for giving us all necessary information in relation to the order (for example the transfer and/or redirection of domain names) within a sufficient time to enable us to supply the IT Service at the agreed time.

5.4 If we have provided you with a bespoke specification for the IT Service in our quotation or our acknowledgement of your Order, such specification shall form part of this Agreement but to the extent that it conflicts with the Order Form or these Terms and Conditions, the Order Form or these Terms and Conditions shall take precedence. 5.5 You agree that you have not relied on any representation, warranty or undertaking (whether written or oral) in relation to this Agreement and that no other document or communication forms part of this Agreement.

## 6. PRICE

6.1 Prices charged in any quotation are exclusive of VAT, unless otherwise stated.

6.2 Annual licence charges may increase no more than once per calendar year by prior notice, which may be given in the form of an invoice.

## 7. PAYMENT

7.1 IT Services will be invoiced and are payable on order. Unless specified otherwise in the Order Form, licence fees are payable in advance in annual installments, the first being due on order.

7.2 Unless specified otherwise in the Order Form, Consultancy Services will be invoiced and are payable on delivery.

7.3 Payment is due within 30 days of receipt of each invoice. Prompt payment is crucial to us and is of the essence of this Agreement. 7.4 We reserve the right to remove your IT Service(s) from the Internet or terminate any IT Service or Consultancy Service if you do not pay us within 30 days (or any alternative terms of payment that have been agreed explicitly by us in writing). No discount or refund applies unless we have previously agreed this in writing.

## 8. PERFORMANCE

8.1 We will deliver the IT Service and provide all Consultancy Services in a timely, professional and workmanlike manner using reasonable care and skill. If you have any concerns regarding our performance please contact our customer support team on [mail@firstpracticemanagement.co.uk](mailto:mail@firstpracticemanagement.co.uk).

## 9. DURATION AND CANCELLATION

9.1 Our IT Services are licensed in 12-month periods. **You can cancel by giving us 90 days' written notice before the contract period ends.** If you do not cancel at least 90 days before the contract period ends, your order will renew automatically for a further 12 months and a further 12 months' charges will be due. No refunds are given for early cancellation.

9.2 Our Consultancy Services may be cancelled at any time but no refunds are given for early cancellation and in addition you agree to pay our wasted costs.

## 10. COPYRIGHT

10.1 Copyright and ownership of all material that we produce, either in the form of pre-contract documentation or as text, images, research papers or electronically-stored code for the manipulation, transmission and presentation of information, belongs to us.

10.2 You agree to indemnify us against all liabilities costs, damage, damages and expenses which FPM Group may incur as a result of content added to the site by you which infringes any third party's copyright, patent or other intellectual or property right.

10.3 Similarly, all content in our IT Services belongs to us, including any template policies and procedures that you are entitled to access as part of an IT Service. You may not share any content with third parties under any circumstances, upload any content to third party websites or enable third parties to access such content for their own purposes. 10.4 You agree to indemnify us against all losses which FPM Group may incur as a result of its content being shared with or uploaded to third parties.

## 11. CONFIDENTIALITY

11.1 We will maintain the confidentiality of any confidential information that you disclose to us, save where disclosure is authorised by you or required by law, or the information is already in, or comes into, the public domain otherwise than through our unauthorised disclosure.

11.2 You must keep confidential any views or opinions that we provide to you as part of our service and you must not share any views, opinions or correspondence received from us with any third party.

## **12. LIABILITY**

12.1 We do not exclude or limit our liability for personal injury or death arising from our negligence or any other liability that we cannot legally exclude or limit. Subject to that,

12.2 We shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other item or any duty at common law, or under the express terms of this or any other contract, for any indirect, special or consequential loss or damage whatsoever, or any loss of profit, business, contracts or goodwill, costs, expenses or other claims for direct or indirect or consequential compensation whatsoever (and whether caused by the negligence of us, our employees or agents or otherwise).

12.3 We shall not be liable to you for any loss, damage, cost, expense or injury of any kind, whether direct, consequential or otherwise, arising in connection with the execution of a contract or the use or failure of the IT Service or any defect in it, or the provision of a Consultancy Service or from any other cause whether or not due to the acts or omissions of us, our staff, contractors, or our agents, in excess of the contract invoice value.

12.4 To the extent permissible by law we do not accept liability for defects in software IT Services or for misconfiguration or misuse thereof, or for any errors or omissions in, or failure to update, content.

12.5 Template policies and procedures are provided as a tool enabling you to develop your own policies and procedures, and we do not warrant that they are comprehensive or suitable for any specific purpose.

12.6 Any views and opinions that we give when delivering our IT Services, Consultancy Services or other services are given in good faith and with reasonable care. However, they do not constitute expert advice and you agree that you will not rely on them as if they were expert advice.

12.7 No delay by us in enforcing the provisions of the Agreement shall prejudice or restrict our rights. If we waive our rights on any occasion, this will not constitute a waiver of any subsequent breach. Our rights, powers and remedies contained in this Agreement are cumulative and exclusive of any other right power or remedy available to us.

12.8 You must not share logins to your IT Services. You will be liable for any losses suffered by us caused by any person using your login and for any commitment made on your behalf by any person using your login.

## **13. WARRANTY**

13.1 We do not offer any warranties unless explicitly stated otherwise in this Agreement.

## **14. FORCE MAJEURE**

14.1 We shall not be liable to you for any loss or damage which may be suffered by you as a result of the delivery of the IT Service or Consultancy Service being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond our control including, but not limited to:

Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense.

14.2 Failure by you to give us adequate instructions or supply the necessary information in time

14.3 Failure by any third party (unconnected to us) to carry out their part of the work or otherwise perform their obligations when required.

## 15. TERMINATION

15.1 We may terminate this Agreement immediately if you fail to pay any sum due under it on the due date and/or if you commit a material breach of these Terms and Conditions which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request to do so from us.

15.2 Any termination of this contract shall be without prejudice to any of our other rights or remedies.

## 16. PERSONAL INFORMATION

16.1 Any personal information retained on this system is stored in a secure data centre located in the UK and is treated as confidential. Where appropriate, this data is deleted six months after its creation. Data is retained beyond six months only in the following circumstances:

16.2 Prescription requests of registered patients are retained for one year so that users may view a useful request history.

16.3 Prescription requests that have not been dealt with by the practice are retained for one year to provide an audit trail.

16.4 Personal information of registered users used during the repeat request process is retained unless deleted by the user.

16.5 Please see our **Privacy Policy** for more details.

16.6 Please note that your data is backed up by a third party archiving service.

## 17. INFORMATION ENTERED BY YOU

17.1 We collect usage data related to your use of our website. You agree that we may use this data for the following purposes:

IT Service improvement

Recommending enhancements and/or complementary IT Services to you

Anonymised IT Service usage reports (e.g. most popular articles)

17.2 If you use our IT Service to process or store your information (e.g. refrigerator temperatures, drugs logs, etc) you do so at your own risk. We recommend that you maintain a local backup of that information.

## **18. THIRD PARTY PRODUCTS**

18.1 Some of the functionality in our IT Services is delivered by third parties, such as helplines. This is explained in the relevant Service Description. Changes to functionality may be made by the third party without prior notice.

## **19. ATTENDANCE ON YOUR PREMISES**

19.1 If we provide services on your premises, you will inform us in advance of all health and safety rules and regulations and any other reasonable security requirements.

## **20. RECRUITMENT SERVICE**

20.1 If we provide services to assist you to recruit employees, we are offering our views and opinions only. Any decision to appoint a candidate is a matter for you and you agree that you will not rely on any such views or opinions as if they were expert advice.

## **21. MODIFICATION OF THESE TERMS AND CONDITIONS**

21.1 We reserve the right to change the terms, conditions, and notices under which our IT Services and services are offered.

## **22. INFORMATION PROVISION**

22.1 Any information or opinion we provide (either through the HR guidance section of our sites or through our consultants) gives general guidance and should not be regarded as a complete or authoritative statement of the law, which can only be given by the courts.

22.2 Similarly, we cannot cover every topic in great detail nor every situation that may occur - practices will need to take a view on how legislation affects their particular circumstances based on their own research.

22.3 Answers are given in good faith but we cannot accept any liability for actions taken, or not taken, on the basis of our views.

22.4 If in doubt, you should consult a lawyer. Practices are always recommended to consult their legal advisors and / or the insurer who provides their indemnity cover for the risk in question.

22.5 Similarly practices are always recommended to consult their legal advisors and / or the insurer who provides their personnel / staff dispute indemnity cover as it is usually a condition of continued cover that they are consulted in the first instance.

## **23. ANNEX 1 SERVICE DESCRIPTIONS**

### **23.2 My Surgery Website/FPMS**

In each case the IT Service comprises:

23.2.1 A web-based service hosted on a server backed by service level agreements providing for the following:

23.2.2 The network will be available 100% of the time in a given month, excluding scheduled maintenance and downtime caused by Force Majeure.

23.2.3 The critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance and downtime caused by Force Majeure.

23.2.4 Functioning of all hardware components and replacement of any failed component within two hours of notification to the hosting provider.

23.2.5 Telephone support during office hours 9am - 5pm Monday to Friday excluding Bank Holidays.

Email support during office hours 9am - 5pm Monday to Friday excluding Bank Holidays.

23.2.6 Access to all updates, improvements and additions to the IT Service or intranet made by My Surgery Website during the year.

23.2.7 Nightly backup of the website content.

23.2.8 Secure handling of sensitive data transfer using 256-bit https certified connections.

23.2.8 Secure storage of data in industry standard and compliant UK-based data centres.

23.2.9 If required, the management and retention of a domain name commencing on the date stipulated on the invoice for the IT Service or on some other date if agreed upon by both My Surgery Website and the client. The domain name will be renewed biannually 30 days before expiry. 23.2.10 Domains may be transferred at



the client's request to an alternative provider at no cost by My Surgery Website within 30 days of the request.