

Standard Terms and Conditions

1. Contract Terms

- 1.1 We agree to provide our services to you on the following terms and conditions. These constitute a contract between us and you and must be read together with any other documents explicitly agreed to be part of this contract. Any other terms and conditions contained in any other document are excluded unless their inclusion is expressly agreed in writing.
- 1.2 In these terms and conditions:
- 1.2.1 "**we**" and "**us**" means Silicon Practice Limited a company registered in England under registered number 4174491 and whose registered office is at 140 London Road, Guildford, Surrey GU1 1HW; and
- 1.2.2 the "**Online Service**" means the service that you have ordered from us and we have agreed to provide.
- 1.3 This Agreement shall start when your order has been accepted in writing by us.
- 1.4 The Online Service ordered shall be provided for a period of one year starting on the date agreed.
- 1.5 At the end of the first year, we shall continue to provide the Online Service ordered by you and you shall continue to pay the annual charges unless the Service is terminated in accordance with clause 7.

2. Payment

- 2.1 You must pay our annual charge for the Online Service in advance as agreed between us. We reserve the right to increase our charge on each anniversary of the start of this Agreement and will give you at least one month's notice of such increase.
- 2.2 Our terms of payment for all charges are 14 days after the date of invoice. In the event of late payment we reserve the right to charge interest on the outstanding balance at the Statutory Rate.
- 2.3 Unless agreed otherwise, all our charges are exclusive of any applicable value added or other tax, which will be added to our invoices sent to you.
- 2.4 We reserve the right to suspend the Online Service if our charges are overdue for payment by you.

3. Our Obligations

- 3.1 We shall provide you with the Online Service.
- 3.2 We shall act only on your instructions in relation to your Online Service style and, where appropriate, your Practice specific text.
- 3.3 If you have a problem with the Online Service you can telephone us on 01793 710500 or email us at support@siliconpractice.co.uk Monday to Friday from 9:30am to 17:30pm (excluding national holidays) for assistance. We will try to solve the problem as soon as is reasonably possible. When appropriate we will give you an estimate of how long this may take and keep you informed of progress.
- 3.4 We shall, at all times, comply with the provisions of the Data Protection Act 1998 in relation to the data received from you, patient data and patient related information and shall only process personal data where necessary to fulfil our obligations under this contract.

4. Your Obligations

You agree that you:

- 4.1 will promptly give us such information as we may reasonably request for the proper and efficient provision of the Online Service;
- 4.2 are responsible for supplying us with details of the Practice style and to approve Practice specific text that may relate to your Online Service via a nominated person from your Practice;
- 4.3 will use the Online Service only for lawful purposes and in accordance with these terms. You must not use any abusive or threatening language, nor do anything which violates any applicable law or which disrupts the Online Service or servers or networks connected to the Online Service. You will indemnify us against all claims, losses, liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result of a breach by you of the terms of this clause;
- 4.4 are responsible for:
- 4.4.1 maintaining the confidentiality of your password; and
- 4.4.2 all activities that occur under your user ID and password.
- 4.5 are solely responsible for all electronic communications and content sent by you through the Online Service. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as a result of such dealings. You will indemnify us against all claims, losses, liabilities, expenses, fines and penalties of whatsoever nature made, incurred or imposed as a result in connection with the advice given and transactions carried out by you.

5. Security

We agree to use all reasonable steps to keep your data and the data of your patients secure.

6. Additional Work

Any charges that we agree with you are for the Online Service that we agree at that time. If we are asked to carry out additional work or your instructions to us change we reserve the right to make an additional charge.

7. Termination

- 7.1 Either you or we shall be entitled to terminate this Agreement on an anniversary of its start (provided that one month's notice to terminate shall be given in writing by the party terminating to expire on such anniversary).
- 7.2 Either we or you shall be entitled to terminate this Agreement immediately by written notice to the other if the other commits any material breach of this Agreement and, in the case of a breach capable of remedy, fails to remedy it within 21 days after receipt of a written notice giving full details of the breach and requiring it to be remedied.
- 7.2 Either of us can also terminate this Agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or make any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this contract forthwith if the first party goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

8. Liability

- 8.1 We warrant to you that we will seek to supply the Online Service with reasonable skill and care. We accept liability for our own negligence, but only to the extent stated in this clause.
- 8.2 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.
- 8.3 Our liability to you under this Agreement shall not exceed the amount paid by you for the Online Service over the previous 12 months.
- 8.4 Subject to the immediately preceding sub-clause, we shall be liable to you in respect of all direct loss or damage caused by our acts or omissions and those of our employees, agents or sub-contractors, other than Excluded Loss. In this clause the expression "**Excluded Loss**" means all special loss (whether or not the possibility of such loss arising on a particular breach of contract or duty has been brought to our attention at the time of making this contract) and loss, corruption or destruction of data or loss of profits, business or anticipated savings, whether incurred directly or indirectly, or any indirect or consequential damage whatever, either in contract, tort (including negligence) or otherwise.

9. Force Majeure

We are not liable for any breach of this Agreement caused by matters beyond our reasonable control, including, but not limited to, Acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving our employees), failures or interruptions of electricity supplies, weather of exceptional severity or acts of local or central government or other authorities.

10. General

- 10.1 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified under this provision to the party giving the notice.
- 10.2 No waiver or any amendment to these terms shall be effective unless in writing and signed by both you and us.
- 10.3 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.
- 10.4 If any dispute arises out of these terms we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If we fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure the dispute may be referred to litigation by either party.
- 10.5 This Agreement shall be governed by the laws of England and we both agree to submit to the exclusive jurisdiction of the English Courts.