

# My Surgery Website – Service Terms and Conditions

**My Surgery Website** endeavours to provide its clients with the highest level of service at all times.

## Contact

My Surgery Website undertakes to respond to all email communication from clients within five working days of receipt.

## Purchases

By purchasing an annual licence the client is entitled to full access to the My Surgery Website product for one year. The product comprises

- A web-based service hosted on a server backed by service level agreements providing for the following:
  - The network will be available 100% of the time in a given month, excluding schedule maintenance.
  - The critical infrastructure systems, including power and HVAC, will be available 100% of the time in a given month, excluding scheduled maintenance.
  - Functioning of all hardware components and replacement of any failed component within two hours of notification to the hosting provider.
- 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.
- Access to all updates, improvements and additions to the product or intranet made by My Surgery Website during the year.
- Nightly backup of the website content.
- Secure handling of sensitive data transfer using 256-bit https certified connections.
- Secure storage of data in industry standard and compliant UK-based data centres.
- If required, the management and retention of a domain name commencing on the date stipulated on the invoice for the product or on some other date if agreed upon by both My Surgery Website and the client. The domain name will be renewed bi-annually 30 days before expiry. 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.

## Orders

The client shall confirm an order to My Surgery Website in writing or in email correspondence.

The client shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the client, and for giving My Surgery Website all necessary information in relation to the transfer and/or redirection of domain names within a sufficient time to enable My Surgery Website to supply the product at the agreed time.

The exact specifications for the Product shall be those set out in My Surgery Website's quotation or acknowledgement of order.

## **Price**

Prices charged in any quotation are exclusive of VAT, unless otherwise stated. Annual licence charges may increase in line with inflation without prior notice. Any increase in fee beyond a reasonable rise to account for inflation will be preceded by an email notification at least one month prior to the rise.

## **Payment**

Payment is due within 30 days of receipt of the invoice. My Surgery Website reserves the right to remove the product from the Internet where payment is not received in accordance with any alternative terms of payment agreed in writing. No cash or other discount is allowed unless agreed in writing by My Surgery Website.

## **Copyright**

Copyright of all material originated by My Surgery Website, 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, remains vested in My Surgery Website. The client agrees to indemnify My Surgery Website against all liabilities costs, damage, damages and expenses which My Surgery Website may incur as a result of content added to the site by the client and which involve infringement of any copyright, patent or other intellectual or property right.

## **Liability**

My Surgery Website shall not be liable to the client 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 (including but not limited to 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 My Surgery Website, its employees or agents or otherwise). My Surgery Website will not be liable 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 goods supplied or any defect in them, or from any other cause whether or not due to the acts or omissions of My Surgery Website, its staff, contractors, or its agents, in excess of the contract invoice value. Nothing in this condition shall exclude or limit My Surgery Website's liability for personal injury or death arising from My Surgery Website's negligence. No forbearance delay or indulgence by My Surgery Website in enforcing the

provisions of the Contract shall prejudice or restrict the rights of My Surgery Website nor shall any waiver of its rights operate as a waiver of any subsequent breach and any right power or remedy herein conferred upon or reserved for My Surgery Website is exclusive of any other right power or remedy available to My Surgery Website and each of its rights powers or remedies shall be cumulative.

## **Warranty**

My Surgery Website disclaims, to the extent permissible by law, all liability for defects in software products or for misconfiguration or misuse thereof. The product and all further services shall be delivered and performed in a timely, professional and workmanlike manner.

## **Force Majeure**

My Surgery Website shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of the product being delayed, prevented, hindered or made uneconomic by reason or circumstances or events beyond My Surgery Website's 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
- Failure by the client to give adequate instructions or supply the necessary information in due time
- Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

## **Termination**

My Surgery Website may terminate this agreement immediately if the client fails to pay any sum due under it on the due date (time being of the essence regarding payment) or immediately if the client commits a material breach of any term of this agreement and which (in the case of a breach capable of being remedied) has not been remedied within 7 days of a written request remedy the same from My Surgery Website. Any termination of this contract shall be without prejudice to any of My Surgery Website's other rights or remedies.

## **Personal Information**

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:

- Prescription requests of registered patients are retained for one year so that users may view a useful request history.
- Prescription requests that have not been dealt with by the practice are retained for one year to provide an audit trail.

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

### **Modification of These Terms and Conditions**

My Surgery Website reserves the right to change the terms, conditions, and notices under which this Website and its services are offered.