

# QOF Masters

## TERMS AND CONDITIONS FOR PROVISION OF SERVICES

### **1 Scope**

1. For the services to be provided by QOF Masters Limited (“we”, “us”, “our”) and the user of the below described services (the "Client") these terms and conditions apply in addition and supplementary to the general Terms of Use (“Terms of Use”) found on our website.
2. These terms and conditions explain as clearly as possible the standard of service you can expect from us.
3. These terms and conditions do not affect statutory and other applicable law, rules and practice, which govern the provision of these services, but if there is a conflict between them and these terms and conditions, these terms and conditions will prevail as far it is possible to do so.
4. The medical information which may be a part of our Services is provided without any representations or warranties, express or implied. We make no representations or warranties in relation to the medical information on this website.

Without prejudice to the generality of the foregoing paragraph, we do not warrant or represent that the medical information on this website:

- (a) will be constantly available, or available at all; or
- (b) is complete, true, accurate, up to date or non-misleading.

### **2 Nature and benefit of services**

1. The services will be provided solely for your practice's benefit and use.
2. The case finding service will only be run a maximum of once per year per practice.

### **3 Charges and expenses**

1. If you request additional work we will advise you of the estimated cost of this work. This can arise because of your requirements changing during the course of the installation or the service period.
2. We ask for payment in full before provision of our service commences.
3. We reserve the right to clear any cheques or other forms of payment you provide to us before carrying out any work for you.
4. All charges payable by You for Services shall be in accordance with the scale of charges, rates and payment frequencies published from time to time by us on our web site. We reserve the right to change pricing at any time although all pricing is guaranteed to remain unchanged for the period of the agreement. The normal term of the agreement will be one year from the date of

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payment.

5. The prices we quote in our engagement for services email are valid for 14 days from the date of the email.
6. All Subscriptions will be made on our Terms & Conditions & Prices current at the time of the renewal. While We may attempt to contact You prior to renewal date, You are responsible for ensuring all payments by due date.
7. All payments must be in UK Pounds Sterling, and via Direct Debit, BACS transfer, Banker's Draft, or Paypal. Cheque may also be accepted by prior arrangement.

## **5 Payment of our invoices**

1. You agree to pay any and all fees and payments due for services. All fees and payments are non-refundable unless otherwise expressly noted, even if the services are suspended, terminated, or transferred prior to the end of the services term.
2. Settlement of payments must be made to our bank account, details of which are included in your engagement email.

## **6 Communication**

1. Electronic mail enables us to communicate more quickly with our clients (and also for our clients to communicate with us more quickly).
2. Please be aware that the use of the internet and instant web based communications including email, are not entirely secure and for this reason we cannot guarantee the security or integrity of any personal information which is transferred from you or to you via the Internet.

## **7 Data protection**

1. By your acceptance of these terms and conditions and the Terms of Use, you are consenting, in accordance with the applicable Data Protection legislation to us holding and processing in any lawful form, and transferring, personal data (including sensitive personal data) we collect in relation to you for the purposes of providing services. No information concerning you or the matter with which we are dealing with on your behalf will be disclosed or passed onto a third party without your specific authorisation or consent.

## **8 Confidentiality**

1. All information provided to us in relation to undertaking your service requirements will be kept strictly confidential. We will not disclose to third parties any information and/or documents that you have asked us to work on.
2. The use of our Services does not require the removal of any patient or clinical data from your

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practice premises on physical media, or in paper form.

3. Remote login will be via protected VPN (virtual private network) with NHS Connecting for Health (N3) security.
4. We will only log in to your system with your permission, for the purpose of configuring, testing and adjusting the configuration of your system.
5. All of our staff are doctors and are trained in maintaining the confidentiality of medical information.

## **9 Indemnity**

1. You shall at all times keep us indemnified from and against all liabilities, costs, charges, losses and expenses suffered or incurred by us arising as a result of us rendering services.
2. Our templates and protocols are designed to offer advice to clinicians in your practice. They do not replace clinical judgement.
3. Under no circumstances will we modify real patient records in your practice (we may modify dummy patient records for the purpose of testing).

## **10 Storage of papers and documents**

1. We normally keep information for no more than 1 year after your subscription with us comes to an end. We keep the information on your acceptance that at the end of 1 year after the date of the final invoice we sent to you we have your express authority to destroy the information. However, we will not destroy information you have expressly asked us to keep in safe custody.

## **11 Termination**

1. You can terminate your instructions to us in writing at any time. In the event that you cancel after payment, we have the right to withhold any payment already made .
2. In the event that you choose not to renew your subscription you agree that we may remove our protocols and templates from your system within 14 days of the subscription expiring.

## **12 Our service and complaints**

1. Our aim is to provide a service with which you will be satisfied. However, in the event that your expectations may not be met or you have a query or concern or are simply dissatisfied, initially please raise them via email to [info@qofmasters.com](mailto:info@qofmasters.com).

## **13 Further instructions**

1. If you provide us with further instructions the terms and conditions will continue to apply, unless we agree otherwise.

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## **14 Transfer of rights**

1. You can transfer rights and obligations under the contract only with our prior written consent.

## **15 Severance**

1. If any provision of these terms and conditions (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## **16 Governing Law and jurisdiction**

1. These terms and conditions shall be governed by and construed in all respects in accordance with laws of England and Wales.
2. In relation to any legal action or proceedings to enforce these terms and conditions or arising out of or in connection with these terms and conditions (the 'Proceedings') each of the parties irrevocably submits to the jurisdiction of the courts of England and Wales.
2. These submissions shall not affect our right to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude us from taking Proceedings in any other jurisdiction.