



By proceeding with the order attached/overleaf you agree to the terms and conditions set out below.

1. Interpretation in these Terms and Conditions of Business unless stated to the contrary have the following meaning for the purposes of this agreement:

- 1.1 "the Client" means the clients details as set out overleaf;
- "Commencement Date" means the date that this Agreement is signed by the Client;
- "the Company" means Healthcare Computing Limited (a Company registered in England and Wales under Number 3869398) whose Registered Office is at Inspire Professional Services Limited, The Coach House, Longham Business Centre, 168 Ringwood Road, Ferndown BH22 9BU;
- "Conditions" means the provisions contained in clauses below which shall be incorporated into this agreement in their entirety;
- "Currency" means pounds sterling;
- "Expiry Date" means the date that all payments have been made under this Agreement
- "Goods" means the goods stated overleaf;
- "Notice" means notice complying with the terms of Clause 12.6;
- "Payments" means Order Total amount listed overleaf for the provision of the products and services as stated overleaf
- "Services" means installation and set up of equipment, the supply of equipment and technical support services, if any detailed overleaf
- "Term" means from the Commencement Date until the Expiry Date

1.2 Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

1.3 All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties

**2. Indemnity**

To indemnify and keep indemnified the Company from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from a breach of this agreement by the Client including;

- 2.1 any act neglect or default of the Client's employees or agents; or
- 2.2 breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party

**3. Insurance**

The Client will maintain at its own cost a policy of insurance to cover the liability of the Company with regards to damage to computer servers in connection with provision of the Services overleaf

**4 Notice**

The Client will comply with the terms of any Notice specifying a breach of the provisions of this agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the Client to serve notice of any breach before taking action in respect of it

**5. The Client's obligations**

In consideration of the services to be rendered by the Company under this Agreement the Client agrees

to make the Payments promptly without demand deduction or set-off .

**6. Cancellation**

The Client may cancel this agreement at any time up to one day before the dispatch of the goods and services overleaf

**7. Deposit**

7.1 The client shall pay to the Company the Deposit stated overleaf, if any

7.2 The Client may cancel this agreement as set out in Clause 6 above if the Client cancels other than in accordance with Clause 6 above then the Company may retain the Deposit and offset it against any monies owed by the Client to the Company for the Goods and Services stated overleaf

**8. VAT**

8.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes

8.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

**9. No liability on part of the Company unless the Company is in default:**

The Company shall not be liable to the Client:

9.1 for the death of or injury to the Client or loss or damage to the Client's property unless due to the negligence or other failure of the Company to perform its obligations under this agreement or under the general law

9.2 If the Services we provide or Goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 7 working days of the delivery of the Goods in question or Services carried out

9.3 If you do not receive Goods ordered by you within 30 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the Goods.

If you notify a problem to us under this condition, our only obligation will be, at your option:

9.3.1 to make good any shortage or non-delivery;

9.3.2 to replace or repair any Goods that are damaged or defective; or

9.3.3 to refund to you the amount paid by you for the Goods in question in whatever way we choose.

9.4 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under clause 9.3.3 above.

9.5 You must observe and comply with all applicable regulations and legislation.

9.6 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

9.7 The Company will not be liable to the Client for the shut down of the Clients computers and related systems, any loss of information, data and financial consequences caused by the failure of the computer systems thereof

9.8 The Company will work on the basis that the Client has backed up all computer systems so that all the data is saved to a secondary source before the Company provides the Services or Goods stated overleaf and the Company will not be liable for the Clients failure to do so

**10. Termination for breach**

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach

which shall determine this agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with Clause 11:

- 10.1 Failure on the part of the Client to make punctual payment of all sums due to the Company under the terms of this agreement
- 10.2 Failure on the part of the Company to observe any obligation under this agreement not requiring Notice to be served and in the case of obligations requiring Notice to be served failure to comply with the terms of any Notice
- 10.3 The levying of any distress or execution against the Client or the making by him of any composition or arrangement with creditors or being a company the Client's liquidation (other than a numbers' voluntary liquidation with the written consent of the Client);

#### 11. Termination consequences:

In the event of this agreement being determined whether by effluxion of time Notice breach or otherwise:-

- 11.1 The Client shall immediately pay to the Company:
  - 11.1.1 all arrears of Payments and any other sums due under the terms of this agreement, and
  - 11.1.2 all further sums which would but for the determination of this agreement have fallen due at the end of the Term less a discount for any accelerated payment at the rate of 4% per year
- 11.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it; and
- 11.3 Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative

#### 12. Miscellaneous

##### 12.1 Interest

All sums due from either of the parties to the other which are not paid on the due date (without prejudice to the rights of the Company under this agreement) shall bear interest from day to day at the annual rate of 4% over the daily base lending rate of Lloyds TSB Bank PLC

##### 12.2 Force majeure

Both parties shall be released from their respective obligations in the event of national emergency where prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid immediately and in particular:

- 12.2.1 the Client shall immediately pay to the Company all arrears of Payments, and
- 12.2.2 each party shall be liable to pay to the other damages for any breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement

##### 12.3 Severance

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the Company it may be severed from this agreement (or) the remaining provisions of this agreement shall remain in full force and effect unless the Company in the Company's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate this agreement by 30 days' notice to the Client and the provisions of Clause 11 shall apply accordingly

##### 12.4 Whole agreement

Each party acknowledges that this agreement contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it

##### 12.5 Supersedes prior agreements

This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the Commencement Date but without prejudice to any rights which have already accrued to either of the parties

##### 12.6 Notices

All notices to be given under this agreement shall be in writing and shall either be delivered personally or sent by first class or airmail prepaid post or by telex, cable or facsimile transmission and shall be deemed duly served:

- 12.6.1 in the case of a notice delivered personally, at the time of delivery:
- 12.6.2 in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch
- 12.6.3 in the case of a notice sent overseas by airmail, 7 business days (being business days in the place to which the notice is dispatched) after the date of dispatch; and
- 12.6.4 in the case of a telex, cable or facsimile transmission if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided (in each case) that a confirmatory copy is sent by first class prepaid post or by hand by the end of the next business day

Each notice shall be addressed to the address of the party concerned set out in this agreement or to such other address as that party shall have previously notified to the sender

##### 12.7 Proper law and jurisdiction

This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England and Wales. The submission by the parties to such jurisdiction shall not limit the right of the Company to commence any proceedings arising out of this agreement in any other jurisdiction it may consider

##### 12.8 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement

##### 12.9 Third party rights

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement]

##### 13. Arbitration

All disputes or differences which at any time arise between the parties whether during the Term or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institution of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment of it for the time being in force

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