



Liaison Care Calculator

Standard Terms and Conditions for Services

Background

- (1) Liaison has developed a software application and platform designed to assist Clinical Commissioning Groups ("CCGs") to manage resource allocation in relation to continuing healthcare funding, which it makes available to customers via the internet on a pay per use basis.
- (2) The Customer wishes to use Liaison's service in its business operation.
- (3) Liaison has agreed to provide, and the Customer has agreed to take and pay for Liaison's service on the terms set out in this Agreement.

1. Interpretation

- 1.1 In these terms and conditions (and unless expressly stated to the contrary in the Service Agreement) the following expressions shall have the meanings set out beside them:

"Agreement"	means a Service Agreement accepted by the Client and the Company; along with these Conditions;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Charges"	subject to clause 8.5 the subscription fees and other charges payable by the Customer to Liaison set out in Schedule 1.
"Commencement Date"	means the date of signature of this Agreement.
"Configuration Work"	any configuration and related work in relation to the Software to be performed by Liaison as described in the Specification.
"Contract Year"	a period of 12 months commencing on the Commencement Date or anniversary of the Commencement Date.
"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures"	as defined in the Data Protection Legislation.
"CPI Increase"	the percentage increase in the Consumer Price Index over 12 months published by the UK Office for National Statistics or such other government body that publishes the same from time to time.
"Customer Data"	the data inputted by the Customer, users of the Services, or Liaison on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.
"Data Protection Legislation"	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
"GDPR"	the General Data Protection Regulation, Regulation (EU) 2016/679.
"Initial Subscription Term"	means the period of 12 months commencing on the earlier of the date that the Services are made available to the Customer; or the thirtieth day following the Commencement Date.
"Normal Business Hours"	9.00 am to 5.00 pm local UK time, each Business Day.
"Services"	the subscription services described in the Specification which are to be provided by Liaison to the Customer under this Agreement via the website set out in the Specification or as otherwise notified to the Customer by Liaison from time to time.
"Software"	the online software applications provided by Liaison as part of the Services.
"Specification"	the specification for any Configuration Work and the Services set out in Schedule 1.
"Subscription Term"	the Initial Subscription Term and any subsequent Subscription Renewal Term.
"Support Services Policy"	Liaison's policy for providing support in relation to the Services as set out in the Specification.
"UK Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
"Virus"	any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.

- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement and shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.
- 1.9 Any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

2 Configuration Work

- 2.1 Prior to the commencement of the Subscription Term, and during dates agreed between the parties, Liaison shall perform the Configuration Work. Liaison shall use reasonable endeavours to meet any performance dates set out in the Specification for the Configuration Work but any such dates shall be estimates only and time shall not be of the essence.
- 2.2 Within five days of Liaison's completion of the Configuration Work and provisional access of the Services is granted to the Customer for the purposes of acceptance, the Customer shall review the Services to confirm that it functions materially in accordance with the applicable part of the Specification. If the Customer does not provide written comments in accordance with clause 2.3 within such five-day period, or if the Services conforms with the applicable part of the Specification, the Services shall be deemed accepted.
- 2.3 If the Services fails in any material respect to comply with the applicable part of the Specification during the five-day period referred to in clause 2.2, the Customer shall give Liaison a detailed description of the non-conformance in writing within the five day period referred to in clause 2.2 and Liaison shall use reasonable endeavours to correct such non-conformance within a reasonable time. If Liaison is unable to correct any such non-conformance within a reasonable time, then either party shall have the right to terminate this Agreement immediately by giving written notice to the other party without further liability to the other party.

3 Restrictions on Use

- 3.1 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 3.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.1.2 facilitates illegal activity;
 - 3.1.3 depicts sexually explicit images;
 - 3.1.4 promotes unlawful violence;
 - 3.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 3.1.6 is otherwise illegal or causes damage or injury to any person or property; and Liaison reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 3.2 The Customer shall not:
 - 3.2.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:
 - (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or related documentation (as applicable) in any form or media or by any means; or
 - (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
 - 3.2.2 access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 3.2.3 use the Services to provide services to third parties; or
 - 3.2.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except its employees, or
 - 3.2.5 attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; and
- 3.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, promptly notify Liaison.

4 Services

- 4.1 Subject to the Customer paying the Charges, Liaison shall, during the Subscription Term, provide the Services to the Customer, and grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to permit its employees to use the Services during the Subscription Term on and subject to the terms of this Agreement.
- 4.2 Liaison shall use reasonable endeavours to make the Services available during the Subscription Term 24 hours a day, seven days a week, except for:
 - 4.2.1 planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time.
 - 4.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that Liaison has used reasonable endeavours to give the Customer at least 8 Normal Business Hours' notice in advance.
- 4.3 In the event of any delays caused by the Customer, Liaison may without liability adjust any agreed timetable or delivery schedule as reasonably necessary.
- 4.4 Liaison will, as part of the Services provide the Customer with Liaison's standard customer support services during Normal Business Hours in accordance with Liaison's Support Services Policy. Liaison may amend the Support Services Policy in its sole and absolute discretion from time to time.



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5 Customer data

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 Liaison shall follow its archiving procedures for Customer Data as notified to the Customer from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Liaison shall be for Liaison to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Liaison in accordance with its archiving procedure. Liaison shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.
- 5.3 parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 5.4 The parties acknowledge that:
- 5.4.1 if Liaison processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and Liaison is the processor for the purposes of the Data Protection Legislation.
- 5.4.2 Schedule 2 sets out the scope, nature and purpose of processing by Liaison, the duration of the processing and the types of personal data and categories of data subject.
- 5.5 Without prejudice to the generality of Clause 5.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Liaison for the duration and purposes of this Agreement so that Liaison may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf.
- 5.6 Without prejudice to the generality of Clause 5.3, Liaison shall, in relation to any personal data processed in connection with the performance by Liaison of its obligations under this Agreement:
- 5.6.1 process that personal data only on the documented written instructions of the Customer unless Liaison is required by the laws of any member of the European Union or by the laws of the European Union applicable to Liaison and/or Domestic UK Law (where Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (Applicable Laws). Where Liaison is relying on Applicable Laws as the basis for processing personal data, Liaison shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Liaison from so notifying the Customer;
- 5.6.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
- (a) the Customer or Liaison has provided appropriate safeguards in relation to the transfer;
- (b) the data subject has enforceable rights and effective legal remedies;
- (c) Liaison complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (d) Liaison complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 5.6.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.6.4 notify the Customer without undue delay on becoming aware of a personal data breach;
- 5.6.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data; and
- 5.6.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and immediately inform the Customer if, in the opinion of Liaison, an instruction infringes the Data Protection Legislation.
- 5.7 Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.8 Liaison has appointed Microsoft Azure as a third party processor in connection with the Services. Liaison may appoint other alternative third party processors to provide materially like-for-like services to the Customer as part of the Services subject to:
- 5.8.1 Liaison entering into a written agreement with such third party processor incorporating terms which are substantially similar to those set out in this clause 5; and
- 5.8.2 such third party processor being able to demonstrate at least as high a standard of service quality and compliance to the previously appointed third party processor.
- 5.9 Liaison shall give the Customer prior written notice of the appointment of any new third party processor and provide the Customer with full details of the processing to be undertaken by the third party processor. If the Customer objects (on reasonable grounds) to the proposed appointment, subject to the termination provisions of the Agreement, either party may terminate the Agreement by providing the other with 30 days' advance written notice.

6 Liaison's obligations

- 6.1 Liaison undertakes that the Services will be performed substantially in accordance with the Specification and with reasonable skill and care.

- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Liaison's instructions, or modification or alteration of the Services by any party other than Liaison or Liaison's duly authorised contractors or agents. If the Services do not conform with the undertaking in clause 6.1, Liaison will, at its expense, use reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1. Notwithstanding the foregoing, Liaison:
- 6.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or that the information obtained by the Customer through the Services will meet the Customer's requirements; and
- 6.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3 Liaison warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

7 Customer's obligations

- 7.1 The Customer shall:
- 7.1.1 provide Liaison with:
- (a) all necessary co-operation in relation to this Agreement; and
- (b) all necessary access to such information as may be required by Liaison; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 7.1.2 comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 7.1.3 ensure that all users of the Services use the Services in accordance with the terms and conditions of this Agreement and shall be responsible for any user's breach of this Agreement;
- 7.1.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Liaison, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- 7.1.5 ensure that its network and systems comply with the relevant specifications provided by Liaison from time to time; and
- 7.1.6 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Liaison's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8 Charges and payment

- 8.1 The Customer shall pay the Charges to Liaison in accordance with this clause 8.
- 8.2 Liaison:
- 8.2.1 shall be entitled to invoice the Customer for the Configuration Work in accordance with Schedule 1; and
- 8.2.2 shall invoice the Customer annually in advance for those Charges which comprise subscription fees due under this Agreement, and the invoices shall in each case be paid in full within 30 days of the date on the invoice. The period of any delay in submitting an invoice which is attributable to the failure of the Customer to provide a purchase order number to Liaison (where this is required by the Customer's procedures) shall be deducted from the 30 day payment period applicable to the invoice concerned and the number of days in which payment of that invoice is due shall be reduced accordingly.
- 8.3 If Liaison has not received payment by the due date for payment, and without prejudice to any other rights and remedies of Liaison:
- 8.3.1 Liaison may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Liaison shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- 8.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of Liaison's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4 All amounts and fees stated or referred to in this Agreement:
- 8.4.1 shall be payable in pounds sterling;
- 8.4.2 are, subject to clause 12.3.2, non-cancellable and non-refundable;
- 8.4.3 are exclusive of value added tax, which shall be added to Liaison's invoice(s) at the appropriate rate.
- 8.5 If, at any time whilst using the Services, the Customer exceeds the amount of disk storage space (if any) specified in the Specification, Liaison shall charge the Customer, and the Customer shall pay, Liaison's then current excess data storage fees.
- 8.6 Liaison shall be entitled to increase the Charges on each anniversary of the Commencement Date upon 90 days' prior notice to the Customer provided that any such increase shall not exceed the greater of: (i) the CPI increase most recently published prior to the date on which Liaison gives notice under this clause; or (ii) 5%.

9 Proprietary rights

- 9.1 The Customer acknowledges and agrees that Liaison and/or its licensors own all intellectual property rights in the Services and the Software. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any intellectual property rights, or any other rights or licences in respect of the Services or the Software.
- 9.2 Liaison confirms that it has all the rights in relation to the Services and the Software that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.



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10 Confidentiality

- 10.1 Each party shall keep confidential all information concerning the business, affairs, customers, clients or suppliers of the other party of a confidential nature and shall only use the same as required to perform the Agreement. The provisions of this clause shall not apply to:
- 10.1.1 any information which was in the public domain at the date of the Agreement;
- 10.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement or any related agreement; or
- 10.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party; or
- 10.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.
- 10.2 Neither party shall be responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party.
- 10.3 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Liaison's confidential information.
- 10.4 Liaison acknowledges that the Customer Data is the confidential information of the Customer.
- 10.5 The above provisions of this clause 10 shall survive termination of this Agreement, however arising.

11 Indemnity

- 11.1 The Customer shall defend, indemnify and hold harmless Liaison against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services, provided that:
- 11.1.1 any information which was in the public domain at the date of the Agreement;
- 11.1.2 Liaison provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
- 11.1.3 the Customer is given sole authority to defend or settle the claim.
- 11.2 Liaison shall defend the Customer, its officers, directors and employees against any claim that the Services infringe any United Kingdom patent effective as of the Commencement Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 11.2.1 Liaison is given prompt notice of any such claim;
- 11.2.2 the Customer provides reasonable co-operation to Liaison in the defence and settlement of such claim, at Liaison's expense; and
- 11.2.3 Liaison is given sole authority to defend or settle the claim.
- 11.3 In the defence or settlement of any claim, Liaison may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 11.4 In no event shall Liaison, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 11.4.1 a modification of the Services by anyone other than Liaison; or
- 11.4.2 the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Liaison; or
- 11.4.3 the Customer's use of the Services after notice of the alleged or actual infringement from Liaison or any appropriate authority.
- 11.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Liaison's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12 Limitation of liability

- 12.1 Except as expressly and specifically provided in this Agreement:
- 12.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. Liaison shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Liaison by the Customer in connection with the Services, or any actions taken by Liaison at the Customer's direction;
- 12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- 12.1.3 the Services are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this Agreement excludes the liability of Liaison:
- 12.2.1 for death or personal injury caused by Liaison's negligence; or
- 12.2.2 for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
- 12.3.1 Liaison shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
- 12.3.2 Liaison's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited in any Contract Year to the total Charges paid and payable for that Contract Year.

13 Term and termination

- 13.1 This Agreement shall come into force on the Commencement Date and subject to the rights of early termination set out in this clause 13 shall continue in force for the Initial Subscription Term and thereafter for further successive periods of 12 months (each a "Subscription Renewal Term") unless either party gives written notice of termination to the other at least 60 days prior to the end of the Initial Subscription Term or a Subscription Renewal Term (as applicable).
- 13.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 13.2.1 the other party fails to pay any amount due under this Agreement on the due date for

payment and remains in default not less than 14 days after being notified in writing to make such payment;

- 13.2.2 the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so;
- 13.2.3 the other party commits an act of insolvency or is declared bankrupt or has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income or if an order is made, a petition is presented to any Court or a resolution is passed for liquidation and winding up of the other party or the other party makes any arrangement with its creditors or an equivalent or similar event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject; or
- 13.2.4 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 13.3 On termination of this Agreement for any reason:
- 13.3.1 all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- 13.3.2 each party shall return and make no further use of any equipment, property, and other items (and all copies of them) belonging to the other party;
- 13.3.3 Liaison may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 5, unless Liaison receives, no later than 10 days after the date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Liaison shall use reasonable endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Liaison in returning or disposing of Customer Data;
- 13.3.4 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced; and
- 13.3.5 any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

14 Force majeure

Liaison shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control. Liaison shall use reasonable endeavours to notify the Customer of any such event and its expected duration promptly following becoming aware of the same.

15 General

- 15.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.
- 15.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 15.4 If a provision or part provision of this Agreement is deemed deleted under clause 15.3 the parties shall negotiate in good faith to agree a replacement provision that to the greatest extent possible achieves the intended commercial result of the original provision.
- 15.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.6 The Customer shall not, without the prior written consent of Liaison, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.7 Liaison may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.8 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 15.9 This Agreement does not confer any rights on any person or party pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.10 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as notified by that party for such purpose or sent by email to the email address of a party as set out below or otherwise notified for that purpose. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax or email shall be deemed to have been received at the time of transmission (or if such time is not in business hours, at 9 am on the first Business Day following receipt). The email addresses of the parties shall be as stated on the signing sheet accompanying these terms and conditions.
- 15.11 This Agreement and any dispute arising out of it shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of this Agreement.

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SCHEDULE 1 – SPECIFICATION

The Liaison Care Calculator (LCC) is a Software as a Service (SaaS) application hosted by Liaison on behalf of the Customer

The LCC is hosted on a single domain name with each Customer having their own area of the application. Customers will only be able to access their own area.

Each Customer will be able to:

- Create new user accounts – logins and passwords
- Refresh accounts/change passwords
- Delete/disable accounts
- Edit patients' personal data
- Delete patients

Images

- Upload their logo
- Welcome/broadcast message

The application will allow each Customer to add patients to the system. The application will require the user to enter the person's name and a system ID. The Customer will be able to add all the patients in their service who need to be allocated a budget by the application. LCC will allow the user to complete multiple assessments for each patient.

Support Services Policy

Liaison shall endeavour to resolve the Customer's technical difficulties and queries in using the Services. Support is limited to email, fax and arranged telephone calls. A Liaison support contact will be nominated who will be available during Normal Business Hours. Initial response to receipt of an email or faxed notification of a difficulty or query will be made within 24 hours or (if the next following day is not a Business Day) before the end of the next Business Day.

SCHEDULE 2 – DATA PROCESSING DETAILS

1. Processing by Liaison

a) Scope

Liaison will process personal data of patients and employees of the Customer under this Contract.

b) Nature

Liaison processes the personal data in order to provide the Services to the Customer. Thereafter, Liaison processes the personal data to store in line with Liaison's Backup Policy. Recover in the event of data loss in line with Liaison's disaster recovery process.

c) Purpose of Processing

Liaison processes the personal data for the purposes of the Customer effectively using the Service in order to manage resource allocation in relation to continuing healthcare funding.

d) Duration of Processing

Data processing will take place for the duration of the Contract subject to any arrangements for the earlier return or destruction of data as set out in this Contract. Thereafter, Liaison processes the Personal Data in accordance with Liaison's Data Retention Policy. However, after this date Liaison may anonymise this data for statistical analysis.

2. Types of personal data

- Patient name
- Patient system ID
- Employee name (for login purposes only)
- Employee work email address (for login purposes only)

3. CATEGORIES OF DATA SUBJECT

- Patients of the Customer
- Employees of the Customer