

1 PARTIES

These terms set out the basis upon which Healthcare Computing Limited (company number 03869398) of Unit 10 Millstream Trading, Estate Christchurch Road, Ringwood, Hampshire, BH24 3SB and Unit 4A GP Centre, Yeomans Road, Ringwood, Hampshire, BH24 3FF ("**we**", "**us**", "**our**") supplies Goods and Services to you, our customer ("**you**", "**your**"), or to an End User on your behalf.

2 INTERPRETATION

In these Conditions, the following terms shall have the following meanings:

2.1 Definitions:

- 2.1.1 "**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 2.1.2 "**Commencement Date**" has the meaning given in (as applicable) clause 3.4 or clause 3.5.
- 2.1.3 "**Conditions**" these standard terms, as amended by us from time to time.
- 2.1.4 "**Contract**" the contract between you and us for the supply of Goods and/or Services in accordance with these Conditions.
- 2.1.5 "**Deliverables**" the deliverables set out in the Purchase Order, produced by us for you and/or on your behalf for the benefit of the End User.
- 2.1.6 "**Delivery Location**" has the meaning given in clause 5.1.
- 2.1.7 "**End User**" any person other than you to whom we deliver our Goods/Services in accordance with the terms of this Contract.
- 2.1.8 "**Force Majeure Event**" has the meaning given to it in clause 17.
- 2.1.9 "**Goods**" the goods (or any part of them) set out in your Purchase Order.
- 2.1.10 "**Healthcare Computing Materials**" has the meaning given to it in clause 9.1.7
- 2.1.11 "**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 2.1.12 **"Purchase Order"** your purchase order for the supply of Goods and/or Services which complies with clause 3.3.
- 2.1.13 **"Quotation"** our quotation for the supply of specified Goods/Services to you by reference to which you have raised your Purchase Order.
- 2.1.14 **"Services"** the services set out in your Purchase Order.
- 2.1.15 **"Service Specification"** the description or specification for the Services set out in the Purchase Order or as otherwise agreed in writing between you and us in accordance with clause 3.5.
- 2.1.16 **"Supplier Materials"** has the meaning given in clause 9.1.7.

Interpretation:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** includes email but not fax.

3 BASIS OF CONTRACT

- 3.1 A Quotation given by us is only valid for a period of 30 days from its date of issue. A Quotation does not constitute an offer.
- 3.2 Your Purchase Order constitutes an offer by you to purchase Goods and/or Services from us in accordance with these Conditions. We are under no obligation to accept that offer.
- 3.3 The terms of your Purchase Order must be materially identical to the terms of our relevant Quotation, otherwise you will be required to re-issue your Purchase Order.
- 3.4 Subject to clause 3.5, we shall be deemed to have accepted your Purchase Order, and the Contract shall come into existence, upon the earliest of the following occurring:
 - 3.4.1 we confirm to you that the Goods have been dispatched;
 - 3.4.2 we start supplying the Services; or
 - 3.4.3 we confirm our acceptance of the Purchase Order in writing to you,and the date of such event shall be the **"Commencement Date"**.

3.5 If:

- 3.5.1 we need to further clarify the scope of your requirements for Goods/Service (for example on large projects); or
- 3.5.2 material amendments to the Quotation and/or Purchase Order are necessary (e.g. because the availability or description of certain Goods/Services has since changed),

then the Contract shall come into existence upon you and us agreeing the outstanding terms in writing PROVIDED THAT you have first reissued your Purchase Order to reflect the agreed terms (the "**Commencement Date**").

- 3.6 Any samples, drawings, descriptive matter or advertising issued by us, and any descriptions of the Goods or illustrations or descriptions of the Services set out on our website or in our promotional materials, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 3.7 These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Such other terms will only be effective if, and to the extent that, they are agreed to in writing by us and are signing under hand by a director of Healthcare Computing Limited.
- 3.8 All of these Conditions shall apply to the supply of both Goods and Services, unless otherwise specified and agreed in writing.

4 GOODS

- 4.1 The Goods are described in the relevant Purchase Order.
- 4.2 We reserve the right to amend the Goods' specification, by notice to you, if required by any applicable statutory or regulatory requirement.

5 DELIVERY OF GOODS

- 5.1 We will deliver the Goods to the location set out in the Purchase Order ("**Delivery Location**").
- 5.2 We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.
- 5.3 Delivery of the Goods shall be completed once they have been unloaded at the Delivery Location. If it is not possible for us to deliver the Goods for reasons other than a Force Majeure Event or our breach of the Contract then:
 - 5.3.1 we shall promptly notify you of that fact (a "**Missed Delivery Notice**"); and
 - 5.3.2 delivery shall be deemed to have been completed at 10am on the next Business Day following the day on which delivery was attempted,

and you shall be responsible for:

5.3.3 reimbursing, on an indemnity basis, our postage, handling and storage costs reasonably incurred as a result of the failed delivery; and

5.3.4 arranging, at your cost, the collection or redelivery of the Goods from their location.

5.4 After 10 days from the date of the Missed Delivery Notice we may resell or otherwise dispose of part or all of the Goods. After deducting storage and selling costs (and the parties hereby agree that 25% of the purchase price of such goods (exclusive of VAT) shall be a reasonable pre-estimation of such costs) we will charge you for any shortfall below the price of the Goods. If we are unable to resell the Goods within 30 days of the date of the Missed Delivery Notice then we will raise an invoice for, and you will pay us in accordance with clause 10.6, the full price of the unsold Goods.

5.5 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. We are not liable for any delay in delivery of the Goods which is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.6 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

6 QUALITY OF GOODS

6.1 We warrant that on delivery the Goods shall:

6.1.1 conform in all material respects with their description;

6.1.2 be free from material defects in design, material and workmanship; and

6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Subject to clause 6.3, we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:

6.2.1 you give notice in writing within 10 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;

6.2.2 we are given a reasonable opportunity to examine such Goods; and

6.2.3 you (if asked to do so by us) return such Goods to our place of business at our cost.

6.3 We will not be liable for the Goods' failure to comply with the warranty in clause 6.1 if:

- 6.3.1 you make (or permit) any further use of such Goods after giving a notice in accordance with clause 6.2;
- 6.3.2 the defect arises because you (or the End User) failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- 6.3.3 the defect arises as a result of us following any drawing, design or Goods specification supplied by you;
- 6.3.4 you alter or repair (or suffer the End User to alter or repair) such Goods without our prior written consent;
- 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 6.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

6.4 If, following our inspection of the Goods you have returned to us in accordance with clause 6.2, we reasonably determine that the Goods did not contravene the warranty given in clause 6.1 then your return of the Goods will be treated as a return of non-faulty Goods under clause 11.1.2.

6.5 Except as provided in this clause 6, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by us.

7 TITLE AND RISK

7.1 The risk in the Goods shall pass on completion of delivery.

7.2 Title to the Goods shall not pass to you until the earlier of:

- 7.2.1 we receive payment in full (in cash or cleared funds) for the Goods and any other Goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
- 7.2.2 you resell the Goods, in which case title to the Goods shall pass to you at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to you, you shall:

- 7.3.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
- 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

- 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
- 7.3.4 notify us immediately if you become subject to any of the events listed in clause 15.1.2 to clause 15.1.4; and
- 7.3.5 give us such information relating to the Goods as we may reasonably require from time to time.

7.4 Subject to clause 7.5, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:

- 7.4.1 you do so as principal and not as our agent; and
- 7.4.2 title to the Goods shall pass from us to you immediately before the time at which you resell the Goods.

7.5 If before title to the Goods passes to you, you become subject to any of the events listed in clause 15.1.2 to clause 15.1.4, then, without limiting any other right or remedy we may have:

- 7.5.1 your right to resell Goods or use them in the ordinary course of your business ceases immediately; and
- 7.5.2 we may at any time:
 - 7.5.2.1 require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
 - 7.5.2.2 if you fail to do so promptly, enter any of your premises where the Goods are stored in order to recover them.

8 SUPPLY OF SERVICES

- 8.1 We shall supply the Services to you (notwithstanding that the Services may be for the benefit of an End User) in accordance with the Service Specification in all material respects.
- 8.2 We shall use all reasonable endeavours to meet any performance dates for the Services specified in the Services Specification, but any such dates shall be estimates only. Time shall not be of the essence for the performance of the Services unless expressly agreed in writing and signed under hand by a director of Healthcare Computing Limited.
- 8.3 We reserve the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and we shall notify you in any such event.
- 8.4 We warrant to you that the Services will be provided using reasonable care and skill.

9 YOUR OBLIGATIONS

- 9.1 You must:

Terms and Conditions

- 9.1.1 ensure that the terms of the Purchase Order are complete and accurate and are materially identical to the terms of our relevant Quotation;
 - 9.1.2 co-operate with us, (and procure the cooperation of any End User), in all matters relating to the Services;
 - 9.1.3 ensure that prior to the commencement of the Services, all affected computers and equipment have been shut down correctly and their data has been backed up to a remote location;
 - 9.1.4 provide us, our employees, agents, consultants and subcontractors, with access to the premises, office accommodation and other facilities as reasonably required by us to provide the Services;
 - 9.1.5 provide us with such information and materials as we reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.6 obtain and maintain (and procure that any End User obtains and maintains) all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 9.1.7 keep (and procure that any End User keeps) all of our materials, equipment, documents and other property ("**Healthcare Computing Materials**") at the premises where the Services are provided in safe custody at your own risk, maintain (and procure that any End User maintains) the Supplier Materials in good condition until returned to us, and not dispose of or use (or allow any End User to dispose of or use) Healthcare Computing Materials other than in accordance with our written instructions or authorisation.
- 9.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation ("**Customer Default**"):
- 9.2.1 without limiting or affecting any other right or remedy available to us, the full value of the work as specified in your Purchase Order shall be due for payment in full and we shall have the right to:
 - 9.2.1.1 suspend performance of the Services until you remedy the Customer Default; and
 - 9.2.1.2 rely on the Customer Default to relieve us from the performance of any of our obligations in each case to the extent the Customer Default prevents or delays our performance of any of our obligations;
 - 9.2.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 9.2; and

- 9.2.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default.

10 CHARGES AND PAYMENT

- 10.1 We reserve the right to require payment of a deposit from you before we supply Goods or Services. Where applicable, the terms of the deposit will be set out in our Quotation.
- 10.2 The price for Goods:
- 10.2.1 shall be the price set out in the Purchase Order (provided, for the avoidance of doubt, the Purchase Order complies with the requirements of clause 3.3) or, if no price is quoted, the price agreed between you and us in accordance with clause 3.5; and
 - 10.2.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to you.
- 10.3 The price for Services:
- 10.3.1 shall be the price set out in the Purchase Order (provided, for the avoidance of doubt, the Purchase Order complies with the requirements of clause 3.3) or, if no price is quoted, the price agreed between you and us in accordance with clause 3.5; and
 - 10.3.2 shall be calculated in accordance with our daily fee rates (plus applicable taxes) on the per-person basis of a 7.5 hour working day between 0830 and 1730 worked on UK Business Days.
- 10.4 We reserve the right to increase the price of the Goods, by giving notice to you at any time before delivery, to reflect any increase in the cost of the Goods to us that is due to:
- 10.4.1 any factor beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 10.4.2 any request by you to change the delivery date(s), quantities or types of Goods ordered or the specification of the Goods; or
 - 10.4.3 any delay caused by any instructions of yours in respect of the Goods or failure by you to give us adequate or accurate information or instructions in respect of the Goods.
- 10.5 In respect of Goods, we will invoice you on or at any time after dispatch. In respect of Services, we will invoice you on supply of the Services, as they occur, monthly.
- 10.6 You shall pay each invoice submitted by us:

10.6.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by us and confirmed in writing to you by a director of Healthcare Computing Limited; and

10.6.2 in full and in cleared funds, all fees to be met by the originator, to a bank account nominated in writing by us, and time for payment shall be of the essence of the Contract.

10.7 All amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

10.8 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under clause 15 (Termination), you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11 RETURNS AND CANCELLATIONS

11.1 Without prejudice to your rights in clause 6 (Quality of Goods), you may return Goods to us on the following terms:

11.1.1 if you give notice to cancel an order of Goods prior to them being dispatched then we will terminate the Contract (or part of Contract) which relates to those Goods and you will not need to pay for them; with the exception of any restocking fee or special order item(s)

11.1.2 if you give notice to cancel an order of Goods after they have been dispatched then you will be liable for the full cost of those Goods unless:

11.1.2.1 you return the Goods to us at your cost, unopened and in saleable condition, within 14 days of receipt; and

11.1.2.2 upon receipt of our invoice for the same, you reimburse us a restocking charge calculated as 25% of the value of the returned goods (exclusive of VAT), plus our postage costs.

11.2 If you cancel the provision of Services by giving us 30 days' prior written notice (such notice to end on the day before the date the Services were due to commence) then you will not need to pay for them. If you cancel the services on shorter notice or do not permit the Services to be carried out then you shall indemnify us against all liabilities, costs, expenses, damages and losses and all other

reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with you failing to provide sufficient notice of cancellation.

12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you or the End User) shall be owned by us or our licensor.
- 12.2 We grant to you (or, as applicable, the End User), or shall procure the direct grant to you (or, as applicable, the End User) of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables (excluding materials provided by you or the End User) for the purpose of receiving and using the Services and the Deliverables in your (or, as applicable, the End User's) business.
- 12.3 You shall not (and you shall procure that any End User does not) sub-license, assign or otherwise transfer the rights granted by clause 12.2.
- 12.4 You grant us (and procure the grant from any End User of) a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by you (or any End User) to us for the term of the Contract for the purpose of providing the Services to you (and/or for the benefit of any End User).

13 CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
 - 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 13.4 You may disclose our confidential information to an End User insofar as they need to know such confidential information for the purpose of receiving the Goods and/or Services from us, provided that:

- 13.4.1 you inform the End User of the confidential nature of the confidential information before disclosure; and
- 13.4.2 at all times, are responsible for such End User's compliance with the confidentiality obligations set out in this clause.

14 LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 14.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 14.1.1 death or personal injury caused by negligence;
 - 14.1.2 fraud or fraudulent misrepresentation; and
 - 14.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 14.2 Subject to clause 14.1, we are not liable for shutting down your computers (or any End User's computers) or related systems/equipment before the Services commence. We operate on the basis that you (or any End User) has backed up all data which may conceivably be affected by the Services. We shall have no liability for any loss of data resulting from your (or the End User's) failure to comply with these requirements.
- 14.3 Subject to clause 14.1, our Total Liability to you in respect of all breaches of duty under the Contract shall not exceed 100% of the Total Charges.
- 14.4 In clause 14.2:
 - 14.4.1 **Total Charges.** The total charges means all sums paid by you and all sums payable under the Contract in respect of Goods and Services actually supplied by us, whether or not invoiced to you; and
 - 14.4.2 **Total Liability.** Our total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 14.5 This clause 14.5 sets out specific heads of excluded loss:
 - 14.5.1 Subject to clause 14.1, the following types of loss are wholly excluded by the parties:
 - 14.5.1.1 loss of profits;
 - 14.5.1.2 loss of sales or business;
 - 14.5.1.3 loss of agreements or contracts;
 - 14.5.1.4 loss of anticipated savings;
 - 14.5.1.5 loss of use or corruption of software, data or information;
 - 14.5.1.6 loss of or damage to goodwill; and

14.5.1.7 indirect or consequential loss.

- 14.6 We have given commitments as to compliance of the Goods and Services with relevant specifications in clause 6 and clause 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.7 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 14.8 This clause 14 shall survive termination of the Contract.

15 TERMINATION

- 15.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within ten working days after receipt of notice in writing to do so;
 - 15.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 15.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 15.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 15.2 Without affecting any other right or remedy available to it, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
- 15.3 Without affecting any other right or remedy available to us, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 15.1.2 to clause 15.1.4, or we reasonably believe that you are about to become subject to any of them.

16 CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract:

- 16.1.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;
- 16.1.2 you shall return all of the Healthcare Computing Materials and any Deliverables or Goods which have not been fully paid for. If you fail to do so, then we may enter onto your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

16.2 Termination of the Contract shall not affect any rights, remedies, obligations and 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 Contract which existed at or before the date of termination.

16.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

17 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**").

18 GENERAL

18.1 Assignment and other dealings

- 18.1.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
- 18.1.2 You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent, signed under hand by a director of Healthcare Computing Limited.

18.2 Notices

- 18.2.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
 - 18.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

18.2.1.2 sent by email to [accounts@healthcarecomputing.co.uk].

18.2.2 Any notice shall be deemed to have been received:

18.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

18.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; [and

18.2.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.2.2.3, "**business hours**" means 9.00am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of receipt.]

18.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

18.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.6 **Entire agreement.**

18.6.1 Without prejudice to clause 3.7, the Contract (which incorporates your Purchase Order) 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.

18.6.2 Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

18.7 **Third parties rights.**

18.7.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.7.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives). A variation shall not bind us unless it is signed under hand by a director of Healthcare Computing Limited.

18.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.