

Why do I need support for PPS?

If you are just starting to use a computer for the first time, or if you are completely IT literate, you will still need our support from time to time.

Our Support is not just there to answer “how to use” questions but also includes additional benefits like allowing you access to the latest release versions of the software, receiving advice on the management of your data including backing up and restoring, and discounts on training courses.

Telephone/E-mail Support

This includes help in how to use PPS for you and your staff, addressing PPS Software issues and discussing your own ideas on how PPS can be enhanced. In addition we can help recover and restore your PPS database in the event of operating system/hardware/network issues.

PPS Software Updates

It is our policy to continuously develop and enhance PPS in response to your feedback, ideas and requirements. You will have access to software upgrades when they become available. Upgrading your software is as easy as updating your anti-virus software and can all be done within PPS. Also if an error is identified within the software then this is addressed and a fix promptly made available.

Remote Log-In

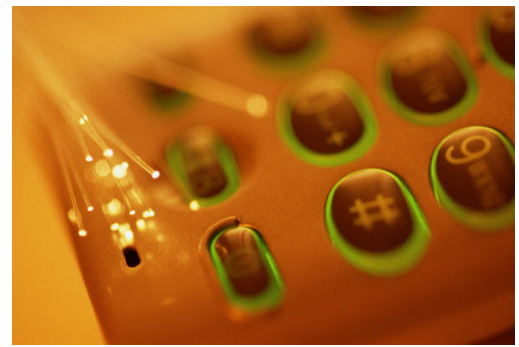
For certain support issues we can even log into your PC provided you have a broadband internet connection. This allows us to take control of your PC and attend to your issues right before your eyes!

Save 10% on our Training Courses

We run regular classroom style training courses throughout the UK and Ireland. These courses cover everything from a general introduction to PPS, reception and back office routines, practice administration and clinical notes. If you book onto any of our classroom style training courses, you can save 10%!

PPS Sync

If you are synchronising between practices and locations using PPS Sync then support is required for each system. This allows us to host the database that synchronises all your transactions.



**If you are still unsure whether to continue your support, please don't hesitate to contact us to discuss it in more detail.
0845 0680 777
or e-mail us:
sales@rushcliff.com**

**private
practice
software**
The UK's leading software for
Patient and Practice Administration



TERMS AND CONDITIONS OF RUSHCLIFF LTD SOFTWARE SUPPORT - Version 2.00

1. All software support services provided by the Company are subject to the following express terms and conditions
2. **Definitions**

"Company" shall mean Rushcliff Ltd
"Customer" shall mean the person, firm or company whose order has been accepted by the Company
"Contract" shall mean this agreement between the Company and the Customer
"Software" shall mean the application software and supporting documentation material supplied by the Company under the Contract, namely "Private Practice Software"
"Commencement Date" shall mean the start date for support services and will remain in place until the support contract is terminated or cancelled. If subsequently a new Contract is set up, then the Commencement Date will be the start of the new Contract
"Support Service" the provision of services offered by the Company under the terms of this Contract or the request of such provision by the Customer
"Fault" shall mean any application software that does not function in accordance with the written specification, related documentation and/or with a previous system where the functionality is agreed as still being relevant
3. **Value Added Tax**

All charges are quoted exclusive of Value Added Tax which is payable in accordance with current legislation
4. **Support Services**

(a) The following Support Services will be provided by the Company:
 1. Advice by telephone call or E-Mail
 2. Advice on "how to use" the Software in respect of which functions of the software to use to achieve the task requested by the Customer
 3. Logging of errors or Faults in the software as reported by the Customer
 4. Access to Company technical staff for problem definition
 5. Clarification of Software documentation such as user manuals and help guides
 6. If the Customer has the appropriate equipment Support Services may be provided by remote access using an Internet-based connection directly to the Customer's PC

(b) Response Time
The response time to Support Service calls lodged with the Company within the Call Period of 9:30am to 5:30pm on Monday to Friday (excluding all Public or Bank Holidays in England) shall normally be four hours. If no one is available to take the call within the Call Period, then the Customer will be contacted normally within four working hours from the call provided that they have left a message with the support desk voice mail system including their telephone number and support contract number.

(c) Escalation Procedure
If no solution is found within four working hours to the resolution of a the problem , one of the Company Directors will be notified and will contact the Customer either directly or indirectly within a further four working hours, If no satisfaction is obtained in resolving the problem, the Client may raise the issue directly with one of the Directors after eight working hours
5. **Support Services not Included**

The support services provided shall not include the following:

 1. The making of any changes or alterations to the Software, other than to correct Faults
 2. The correction of faulty operation due to operator error or misuse of Software
 3. The correction of a Fault caused by the Customer's actions
 4. The correction of a Fault caused by the operating systems and third party software
 5. The correction of a Fault caused by hardware
 6. Visits by Company personnel to a Customer's place of work
 7. Advice of any sort on computer hardware or peripheral equipment, computer operating systems, networks or other configuration issues
6. **Warranty and Limit of Liability**

(a) The Company warrants that the support services will be carried out by competent personnel and that the Company will endeavour to rectify Faults and if necessary release a Software upgrade within four weeks of receiving notice of the same from the Customer

(b) Neither the Company nor the Customer shall be liable to the other for any claims for indirect or consequential losses whether arising from negligence or otherwise. In no event shall the Company's liability under the Contract exceed the price paid by the Customer to the Company for the Software connected with any claim
7. **Customer Covenants**

The Customer agrees:

 1. To operate the Software in a professional and prudent manner and in accordance with any Software documentation or user guides supplied with the Software or by the Company
 2. To keep an operations log of Software Faults, and to make the log available to the Company for inspection at any reasonable time
 3. Not to allow any employees or agents of the Customer to use or amend the Software unless agreed in writing by the Company
 4. To have all users of the Software trained in its correct use, either by ensuring that users have familiarised themselves with the use of the Software using the help guides provided by the Company, or for users to have received training by Company personnel or agents nominated and approved by the Company
8. **Payment Terms**

(a) A Contract Set Up Fee will be applied to all Contracts that are not renewed from a previous annual, monthly or free Contract

(b) Annual Payments
All charges are payable in advance. In the event of non-payment the Company reserves the right to suspend its obligations until such payment has been made in full

(c) Monthly Payments
If the Company has agreed to allow the Customer to pay Monthly, the monthly fee will be payable in 12 instalments. Each instalment will be a value equal to 10% of the Annual fee. All charges are payable monthly in advance. Payment can be made either by credit or debit card. The Company will assume permission under this Contract to process the monthly payment on or around the same date of each month using the credit or debit card details supplied by the Customer. The Customer will be issued with a printed invoice at the end of a 12 month period. In the event of non-payment, the Company reserves the right to suspend its obligations until such payment has been made in full. In the event of non-payment within the first 12 months from the Commencement Date, the Customer will be obliged to pay the balance due for the remainder of the 12 month period so that a payment in full is made for 12/10ths of the annual fee.
9. **Refund policy**

If the Contract is terminated after the initial 12 month period from the Commencement Date, a refund will be made from the Company to the Customer equal to the number of whole months remaining after the notice period divided by 12 and multiplied by the Annual Fee. The refund will be issued to the Customer by the Company within 30 days of the end of the notice period.
10. **Unnecessary Services Calls**

If the Company personnel are called upon to rectify any apparent Fault in the Software and there is no good reason for the call, the Company reserves the right to make an extra charge of £50.00 per call and a further £50.00 for each additional hour for time spent by the Company personnel as a result of the call
11. **Cost Increases**

There will be no increase for the first 12 months from the Commencement Date.
12. **Renewal**

The Contract will be automatically renewed at the end of the current Contract period by way of an invoice being produced for the next Contract period. The Customer must notify the Company before the end of the current Contract period if the renewal is not required. The invoice will then be cancelled.
13. **Term and Termination**

(a) The Contract will last for a minimum of 12 months from the Commencement Date. After the initial 12 month period 1 month notice is required by either the Customer or the Company to terminate this Contract. The Company shall have the right to terminate this contract within the first 12 months after the Commencement Date.

(b) Either party shall have the right to terminate the Contract if the other party is in material breach of the Contract and does not rectify such breach within 30 days of receipt of notification thereof in writing, from the injured party. Termination shall not affect any other rights of the injured party

(c) After the initial 12 month period from the Commencement Date either party shall have the right to terminate this contract with a 1 month notice period. If applicable, a refund will be made in accordance with the refund policy in section 9 above.
14. **Force Majeure**

Neither party shall be liable for failure to perform its obligations under the Contract if such failures result from circumstances beyond the party's control
15. **Law**

Unless otherwise agreed in writing, the Contract shall be construed and interpreted in accordance with the laws of England
16. **Entire Agreement**

(a) The parties agree that these terms and conditions (together with any other terms and conditions expressly incorporated in the Contract) represent the entire agreement between the parties relating to the provision of software support services by the Company to the Customer, and that no statements or representations made by either party have been relied upon by the other in agreeing to enter into the Contract.

(b) This Contract becomes effective and the Customer agrees to the terms and conditions set out herein when a payment is made in accordance with clause 8. above.