

Terms of Service

Sagge Compliance

1. ABOUT THESE TERMS

These Terms of Service ("Terms") govern access to and use of the Sagge Compliance platform (the "Platform") by the practice that has entered into a Platform Membership Agreement with us (the "Membership Agreement"). These Terms should be read together with the Membership Agreement, our Privacy Policy, Acceptable Use Policy, Data Processing Agreement and Service Level Agreement, which are incorporated by reference. In the event of any conflict, the Membership Agreement takes precedence over these Terms in relation to fees and contract duration.

2. ACCOUNTS AND ACCESS

You are responsible for maintaining the confidentiality of login credentials issued to your staff and for all activity that occurs under your account. You must notify us promptly at support@saggecompliance.co.uk if you become aware of any unauthorised use of your account.

3. YOUR CONTENT AND DATA

You retain ownership of all data you upload to or generate within the Platform ("Customer Data"). You grant us a licence to host, process and display Customer Data solely to provide the Platform to you, in accordance with our Data Processing Agreement. You are responsible for ensuring you have the right to upload any Customer Data, including any staff or third-party personal data.

4. FEES

Fees are as set out in your Membership Agreement and are payable in accordance with its Payment clause. If any invoice remains unpaid more than 14 days after its due date, we may charge interest on the overdue amount at 8% per annum above the Bank of England base rate, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, and may suspend your access to the Platform until payment is made in full, without affecting our other rights under the Membership Agreement. Add-on services (including but not limited to Sage Engineering, Sage Accounting, Sage Academy and other done-for-you services) are quoted and charged separately, only where requested, and are governed by a separate signed Statement of Work (SOW) or formal quote setting out their scope, deliverables, fees and timeline; no add-on work will begin before the relevant SOW or quote has been agreed.

5. AVAILABILITY AND SUPPORT

We aim to provide the Platform in accordance with our Service Level Agreement. The Platform may be unavailable during planned maintenance, which we will endeavour to notify you of in advance. Target support response times set out in the Service Level Agreement are non-binding performance

goals and do not constitute contractual guarantees or entitle you to financial remedies or service credits, unless expressly agreed in writing.

6. REGULATORY DISCLAIMER

The Platform, policy library, CPD tracking and Compliance Score are administrative and decision-support tools. They are designed to help you organise, track and evidence your compliance activity. Sagge Compliance does not guarantee that you will pass a CQC, GDC or other regulatory inspection, or that you will avoid regulatory findings or penalties, and ultimate legal responsibility for regulatory adherence remains solely with the registered provider and practice management.

7. ACCEPTABLE USE

Your use of the Platform must comply with our Acceptable Use Policy. We may suspend access where we reasonably believe there has been a material breach, acting proportionately and, where practicable, giving you notice and an opportunity to remedy the breach first.

8. INTELLECTUAL PROPERTY

We (or our licensors) own all intellectual property rights in the Platform, including its software, design, and content, excluding your Customer Data. Nothing in these Terms transfers ownership of that intellectual property to you.

9. WARRANTIES AND DISCLAIMERS

We will provide the Platform with reasonable skill and care. Except as expressly stated, the Platform is provided "as is" and we do not warrant that it will be uninterrupted or error-free. Nothing in these Terms excludes liability that cannot be excluded under English law, including for death or personal injury caused by negligence, or fraud.

10. LIMITATION OF LIABILITY

Subject to clause 9, our total liability arising out of or in connection with these Terms in any 12-month period shall not exceed the total fees paid by you in that period. We shall not be liable for indirect or consequential loss, including loss of profits, business or data, save to the extent caused by our breach of the Data Processing Agreement.

11. TERMINATION

These Terms continue for as long as your Membership Agreement is in effect. On termination, clause 3 (Your content and data) and our obligations under the Data Processing Agreement regarding return or deletion of data shall survive. If we terminate due to your unremedied breach or non-payment, all outstanding fees for the remainder of the then-current 12-month term become immediately due and payable, per the Cancellation & Refund Policy.

12. GENERAL

These Terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction. We may update these Terms from time to time; material changes will be notified to you in advance.