

## **CLIENT CONTRACT**

This Agreement is made between **CQC MediSolutions** ("Service Provider") and the **Client** for the provision of **MediComply Software** and **CQC Application Completion and Support Services**.

### **1. Services Provided**

#### **1.1 MediComply Software Subscription (Mandatory)**

- All applicants for CQC registration are required to subscribe to the **MediComply Software** to enable us to manage, process, and support their CQC application.
- Subscription fee: **£99 per month**.
- Subscription term: **12 months minimum**.
- Includes access to the MediComply software platform, updates, and standard support.

#### **1.2 CQC Application Completion & Support Services**

- Support in completing and submitting CQC registration applications.
- Applications will be submitted within **two (2) weeks** of all required supporting documents and information being fully completed and provided by the Client. Any delays caused by incomplete, inaccurate, or late information supplied by the Client are the Client's responsibility.

### **2. Payment Terms**

#### **2.1 General Payment Terms**

- All fees must be paid in accordance with the agreed billing schedule.
- Failure to make payment may result in **immediate suspension or termination** of services.

#### **2.2 Payment Methods**

- Payments must be made using the designated payment method(s).
- Cancelling or failing a direct debit mandate will result in **immediate suspension of software access and services** until reinstated and any outstanding balances are cleared.

#### **2.3 CQC Service Fees (Excluding Software Subscription)**

- **CQC Application: £1,165**
- **CQC Application Package: £1,599**
- **CQC Interview Manager Process: £599**

#### **2.4 Software Subscription Fees**

- MediComply Software subscription: **£99 per month**.
- The software subscription fee is **separate** from CQC service fees and remains payable for the duration of the contract.

## 2.5 No Refund Policy

- All payments are **non-refundable**, including but not limited to:
  - Early termination
  - Service suspension
  - Client decision to discontinue services

## 3. Termination & Renewal

### 3.1 CQC Application Clients

- Clients using MediComply in connection with a **CQC application** may cancel their software subscription **once CQC registration has been granted**, subject to providing **three (3) months' written notice**.

### 3.2 Compliance-Only Software Clients

- Clients subscribing to MediComply for **compliance purposes only** (not linked to a CQC application) are subject to a **minimum 12-month contract**.
- Following the initial 12-month term, **three (3) months' written notice** is required to cancel.

### 3.3 Automatic Renewal

- Where applicable, contracts will automatically renew unless valid notice is provided in accordance with this Agreement.

### 3.4 Early Termination

- Early termination does not entitle the Client to any refund and requires settlement of all outstanding fees.

### 3.5 Discontinuation of CQC Application

- Should the Client decide not to proceed with, pause, or withdraw their CQC application at any stage, **no refunds will be issued** for software or service fees paid.

### 3.6 Debt Recovery

- We reserve the right to pursue recovery of outstanding fees, including referral to a debt collection agency where necessary.

### 3.7 Business Transfer

- This Agreement may be assigned or transferred in the event of a business sale, merger, or acquisition.

## 4. Account Access & Suspension

### 4.1 Account Security

- Clients are responsible for maintaining the confidentiality of their login credentials.

### 4.2 Suspension for Non-Payment

- Cancellation or failure of payment mandates will result in **immediate suspension** of access to the MediComply Software and related services.

### 4.3 Breach of Contract

- We reserve the right to suspend or terminate accounts for breach of contract or misuse of services.

## 5. Service Availability, CQC Timescales & Updates

### 5.1 CQC Processing Times

- Once an application has been submitted, all processing times, outcomes, and decisions rest solely with the **Care Quality Commission (CQC)**.
- CQC MediSolutions has **no control** over CQC wait times, assessment periods, or registration decisions, and no liability is accepted for delays following submission.

### 5.2 Software Customisation Requests

- While the MediComply Software is customisable, any requests for changes or customisation **must be submitted in writing**.
- We will review the request and confirm whether it is feasible and provide an estimated timeframe.
- Not all customisation requests can be accommodated; where a request is not achievable, this will be communicated to the Client.

### 5.3 Availability

- While we aim to provide uninterrupted access, services may be temporarily unavailable due to maintenance, updates, or circumstances beyond our control.
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### 5.2 Updates

- We reserve the right to update, modify, or improve the software and services at our discretion.

## **6. Limitation of Liability**

### **6.1 Exclusion of Indirect Loss**

- We shall not be liable for any indirect, incidental, or consequential losses.

### **6.2 Liability Cap**

- Our total liability is limited to the total fees paid by the Client in the **preceding 12 months**.

## **7. Confidentiality & Data Protection**

### **7.1 Confidentiality**

- Both parties agree to keep confidential any sensitive or proprietary information.

### **7.2 Data Ownership**

- Client data remains the property of the Client and will be processed in accordance with applicable data protection legislation.

### **7.3 Survival**

- Confidentiality obligations continue after termination of this Agreement.

## **8. Governing Law**

- This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**.

## **9. Amendments**

### **9.1 Changes to Terms**

- We reserve the right to amend these terms annually.

### **9.2 Acceptance of Changes**

- Continued use of the software or services constitutes acceptance of updated terms.

## **10. CQC Application Specific Terms**

### **10.1 Cooling-Off Period**

- Clients may cancel within **five (5) calendar days** of purchase for a full refund, provided application processing has not commenced.

### **10.2 No Refunds After Processing Begins**

- Once application processing has started, no refunds will be issued.

#### **10.3 Withdrawal After Submission**

- No refunds are available if the Client withdraws the application after submission to the CQC.

#### **10.4 Post-Submission Changes**

- Any changes requested after submission to the CQC will incur a fee of **£350**.

#### **10.5 Client Responsibilities**

The Client agrees to:

- Provide complete and accurate information promptly
- Forward all CQC correspondence without delay
- Accept responsibility for delays caused by late or incomplete responses

### **11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or representations.

For enquiries, please contact: [cqcmedisolutions@gmail.com](mailto:cqcmedisolutions@gmail.com)

By subscribing to the MediComply Software and/or engaging our services, the Client confirms acceptance of these terms.