LetterAssist Terms and Conditions

These Terms and Conditions ("Agreement") govern the provision and use of the LetterAssist platform ("Platform") and apply to all Healthcare Organisations and Authorised Users accessing the Service. These Terms incorporate by reference the Data Processing Agreement (Schedule 1) and the Service Level Agreement (Schedule 2). In the event of conflict, these Terms and Conditions prevail except where Data Protection Legislation requires otherwise.

1. Definitions and Interpretation

Capitalised terms have the meanings set out in the Data Processing Agreement or Service Level Agreement unless otherwise defined herein. Additional definitions include:

- "Agreement" means these Terms and Conditions and any applicable Order Form.
- "Platform" means the LetterAssist and SmartFlow software applications provided by LetterAssist Ltd.
- "Licensee" means the healthcare organisation entering this Agreement.
- "Authorised Users" means employees or contractors of the Licensee authorised to use the Platform.
- "Order Form" means the agreed form setting out commercial terms.
- "DPA" means the Data Processing Agreement forming Schedule 1.
- "SLA" means the Service Level Agreement forming Schedule 2.

2. Access and Use

LetterAssist grants the Licensee a non-exclusive, non-transferable right to access and use the Platform from the Switch-on Date and throughout the Term, in accordance with these Terms and any Acceptable Use Policy.

The Licensee shall ensure that all Authorised Users:
- Access the Platform only for clinical correspondence processing within primary care;
- Maintain secure passwords and confidentiality of access credentials;
- Refrain from uploading unlawful or offensive content; and
- Promptly notify LetterAssist of any unauthorised access or misuse.

3. License Fee and Payment

The Licence Fee shall be as set out in the Order Form and is payable from the Switch-on Date unless otherwise stated. Invoices are payable within thirty (30) days. Overdue invoices accrue interest at 4% above the Bank of England base rate. LetterAssist reserves the right to recover reasonable costs incurred in debt recovery where payment remains overdue for more than thirty (30) days.

4. Letter Volume Allowance and Fair Use Policy

Each LetterAssist subscription plan includes a defined average daily letter processing allowance (per business day), calculated over a full calendar month assuming a standard five-day working week. Practices may exceed their daily allowance without penalty, provided their overall monthly average remains within the plan's permitted threshold.

PLAN	AVERAGE DAILY ALLOWANCE (PER BUSINESS DAY)	APPROX. MONTHLY ALLOWANCE*
PLAN-75	75 letters/day	≈ 1,630 letters/month
PLAN-100	100 letters/day	≈ 2,170 letters/month
PLAN-150	150 letters/day	≈ 3,260 letters/month

*Allowances are averaged over approximately 21.7 business days per month.

To accommodate natural fluctuations in workload, each plan includes a 5 % monthly buffer beyond the stated allowance. For example, a Plan-75 subscription allows up to approximately 1,712 letters per month before review.

If a practice consistently exceeds the monthly allowance (including the 5 % buffer) for two consecutive months, LetterAssist may recommend upgrading to the next plan tier to maintain optimal service performance. LetterAssist reserves the right to take reasonable technical or operational measures, including temporary access limits, if excessive usage materially impacts system performance or breaches this Fair Use Policy.

Usage will be monitored automatically through the LetterAssist platform based on letter upload and processing metrics.

5. Data Protection and Privacy

Both Parties shall comply with all applicable Data Protection Legislation. LetterAssist acts as a Data Processor for the purposes of UK GDPR and the Data Protection Act 2018. The Licensee remains the Data Controller. The Parties agree to comply with the Data Processing Agreement (Schedule 1). In the event of inconsistency between this Agreement and the DPA, the DPA shall take precedence.

LetterAssist utilises secure UK-based hosting providers (Google Cloud, AWS) and approved sub-processors as listed in the DPA.

6. Security and Compliance

LetterAssist shall maintain compliance with the NHS Data Security and Protection Toolkit ("Standards Met") and DCB0129 clinical risk management standards throughout the Term. All data is encrypted at rest (AES-256) and in transit (TLS 1.2+). Access is restricted through multi-factor authentication and role-based access controls.

7. Service Commitment

LetterAssist shall provide the Platform and related services in accordance with the Service Level Agreement (Schedule 2). Planned maintenance will be scheduled outside Business Hours with at least 48 hours' notice. The Licensee acknowledges that functionality may evolve over time as the Platform is updated.

Where LetterAssist integrates via accredited NHS APIs or interoperability frameworks (including IM1, GP Connect, or MESH), such integrations shall adhere to relevant NHS Digital security and clinical safety standards.

8. Intellectual Property

All Intellectual Property Rights in and to the Platform, SmartFlow, Analytical Data, and related documentation remain vested in LetterAssist. Any derivative works, improvements or developments arising from use of the Platform shall vest automatically in LetterAssist.

9. Limitation of Liability

Nothing in this Agreement excludes liability for death, personal injury, fraud, or fraudulent misrepresentation. Subject to the foregoing, LetterAssist's aggregate liability in contract, tort (including negligence) or otherwise arising under or in connection with this Agreement shall be limited to the greater of (i) the total Licence Fees paid by the Licensee in the preceding twelve (12) months, or (ii) £1,000,000 (one million pounds).

LetterAssist shall not be liable for indirect, incidental or consequential loss, loss of profits, goodwill, or data, nor for downtime arising from Force Majeure or external network failures.

10. Term and Termination

This Agreement commences on the Effective Date and continues for the Initial Term as stated in the Order Form. Thereafter, it renews monthly unless terminated by either Party on ninety (90) days' written notice. LetterAssist may suspend access for non-payment or material breach. Upon termination, all licences cease and LetterAssist shall delete or return Service Recipient Data in accordance with the DPA (30-day retention).

11. Confidentiality and Publicity

Each Party shall treat the other's Confidential Information as strictly confidential and not disclose it to any third party except as required by law. LetterAssist may identify the Licensee as a client using its name and logo in marketing materials but shall not disclose any confidential patient or practice data.

12. Force Majeure

Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to acts of God, terrorism, war, epidemic, or internet failure. If such event continues for more than three (3) months, either Party may terminate the Agreement with thirty (30) days' notice.

13. Dispute Resolution and Governing Law

In the event of a dispute, the Parties shall first attempt informal resolution, followed by independent mediation if required. If unresolved, the matter shall be referred to the exclusive jurisdiction of the courts of England and Wales. This Agreement is governed by and construed in accordance with the laws of England and Wales.

Schedules

Schedule 1 – Data Processing Agreement (DPA)
Schedule 2 – Service Level Agreement (SLA)

Signatures

For and on behalf of LetterAssist Ltd:

Name: _____

Position: _____

Signature: _____   Date: _____

For and on behalf of [Healthcare Organisation]:

Name: _____

Position: _____

Signature: _____   Date: _____