



# myCared4QMS TERMS AND CONDITIONS

myCared4QMS is a web service is operated by Qualsys Limited of Aizlewood's Mill, Nursery Street, Sheffield, South Yorkshire, S3 8GG (registered in England and Wales, Reg No: 3022323) on behalf of **Bettal Quality Consultancy Limited** (registered in England and Wales, Reg No: 05033433) whose registered office is at Homestead, Tree Road, Brampton CA8 1UA, together with its agents and sub-contractors.

These ("Terms and Conditions") govern your use of the Cared 4 Quality Management System and myCared4QMS service. By using Cared 4 or myCared4QMS you agree to be bound by these Terms and Conditions with Bettal Quality Consultancy Ltd. If you do not agree with any part of these Terms and Conditions, you may not access or use the myCared4QMS service.

Bettal Quality Consultancy may change these Terms and Conditions at any time without notice to you. By your continued access or use of the myCared4QMS service, you agree to be bound by the most current version of these Terms and Conditions. Please check these Terms and Conditions regularly for any changes that have been made.

If you have any questions please contact Bettal Quality Consultancy on 016977 41411 or [myCared4QMS@bettal.co.uk](mailto:myCared4QMS@bettal.co.uk).

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## 1. Definitions

In these Terms and Conditions, unless the context requires otherwise, the following expressions shall be interpreted as follows

- "**us**" means Bettal Quality Consultancy and "**our**" and "**we**" shall be construed accordingly;
- "**you**" means your organisation that is registered to use the Website as a customer, and "**your**" shall be construed accordingly; and
- "**Website**" means the myCared4QMS Website which we operate from the URL <https://bettal.myeqms.com>.



## 2. Your Identity

You confirm that the registration details entered by you are complete and accurate.

You shall not impersonate any person, or entity, use a false email address, also website address details, or otherwise mislead as to the origin of any content submitted by you or your agents.

You acknowledge that Bettal Quality Consultancy and its partner Qualsys Limited, or any replacement provider of the Website can only make limited enquiries at the point of registration of the contact details of customers, and cannot monitor the content posted, and you are therefore responsible for the content you post on the site.

## 3. Access and Use of the myCared4QMS Website

We hereby grant to you a licence to access and use the myCared4QMS Website and an exclusive right to create a hyperlink to <https://bettal.myeqms.com> only. This licence does not extend to the right to modify or download (other than necessary for normal content loading and use) the Website, or software, except with our written express consent.

You agree to inform us within a reasonable period of any changes to the information that you provided when registering.

You agree to accept responsibility for:

- i. all activities that occur under your account or password;
- ii. for maintaining the confidentiality of your account and passwords; and
- iii. for restricting access to your computer to prevent unauthorised access to your account.

## 4. Product License for Cared 4

By installing, accessing or otherwise using Cared 4 or myCared4QMS or Cared 4 printed material, you agree to be bound by the terms of this Product License Agreement (PLA).

The Cared 4 Quality Management System is protected by copyright laws, as well as other intellectual property laws. Cared 4 and myCared4QMS is licensed, not sold.

### 4.1 Grant of License

A copy of the Cared 4 Quality Management System printed manuals and subscription to myCared4QMS is limited for use on one site or service only.

Each service provider may access the myCared4QMS website from any computer. You may also store Cared 4 documents temporarily on a PC or storage device. You must, however, subscribe separately for EACH SEPARATE SITE where Cared 4 is to be used. A subscription to myCared4QMS services may not be shared or used concurrently at separate sites.

Sharing a single subscription across sites constitutes a contravention to these terms and conditions. *Bettal Quality Consultancy reserves the right to withdraw access to myCared4QMS services immediately if there is a contravention to these terms and conditions*

## 5. Glossary of Terms

**Cared 4 system or manuals** – This is the quality management system (policies and procedures) sold by Bettal Quality Consultancy. It may be purchased as paper manuals only or in electronic form.

**myCared4QMS** – This is an online system that provides access to the Cared 4 system documents and includes document management system features provided by myEQMS.

**myEQMS and QualSYS** – QualSys supplies Bettal with the web-based service myEQMS that drives myCared4QMS. At times, QualSys staff may contact our Customers with our permission in order to provide myEQMS support as required. Your contract however is with Bettal Quality Consultancy.

**Customer** – A service/organisation/company that has purchased Cared 4 or subscription to myCared4QMS.

**Subscriber** – A Bettal Customer who has subscription rights to myCared4QMS.

**User** – All individuals who have access to myCared4QMS.



**Site** – A care home, domiciliary care agency, day service or any other social support or care entity that is registered as a single site with CSCI. Each site has one Registered Manager.

**Access levels** – Not all Users have all access privileges: for example most Users are able to *read* and *print* documents, but are not permitted to *amend*, *apply updates*, or *approve amendments*.

**Subscription Levels** – A Customer selects a subscription level depending on the myCared4QMS features, such as access levels for their Users, they wish to be able to use. The Subscription Level for a Customer is defined in the Agreement to Subscribe.

**Subscription term** – The period of time that the Customer and Bettal have agreed on as the minimum length of time during which the Customer will have access to myCared4QMS.

## 6. Customer Role assignments

The following formal Customer roles are assigned to help you initiate, manage and use myCared4QMS. Each role has its specific level of access to myCared4QMS services. All are Users and hence can access myCared4QMS.

**Designated Contact** – This is the person within your company who has the authority to sign contracts with Bettal Quality Consultancy including the Agreement to Subscribe to myCared4QMS, and deals with arising commercial matters. This is often the Registered Manager, but may be the owner or a senior member of staff of the company. The Contact also nominates the Administrator and may nominate Users. The Contact agrees to let us provide their name, contact information, and other identifying data that they provide, to all Users in your company.

**The Registered Manager** – The Manager of the site who is registered with CSCI. The Registered Manager agrees to let us provide their name, contact information, and other identifying data that they provide, to Users at their site and other Registered Managers in your company.

**Administrator** – This is a member of staff within your company who manages the subscription to myCared4QMS and deals with day-to-day support of myCared4QMS. They may be the Designated Contact. The Administrator is a User and receives renewal notices and has full privileges (according to the agreed Subscription Level, to include amend and approval privileges if appropriate) within myCared4QMS. The Administrator may also nominate Users and their access privileges, where the agreed Subscription Level allows. The Administrator has the responsibility of keeping Users at their site informed about myCared4QMS, including forwarding communications from Bettal Quality Consultancy and QualSys where appropriate. Note: The Administrator agrees to let us provide their name, contact information, and other identifying data that they provide, to all Users in your company.

**User** - Any person nominated by a Designated Contact or Administrator to access myCared4QMS. All Users have read- and printing-access to documents in myCared4QMS. We may share information from Users' support requests with the Designated Contact, Managers and Administrators at your company, as well as QualSys.

## 7. Support and Training

Bettal Quality Consultancy will provide users with initial guidance ("Getting Started" Manual sent with login information) to start using the myCared4QMS services.

Should you need any further help and support in using myCared4QMS services, please contact Bettal Quality Consultancy directly via [support@bettal.co.uk](mailto:support@bettal.co.uk).

In cases where additional technical support is required, the Customer may be contacted by QualSys. The Customer agrees to provide QualSys with feedback and information as required in order to solve any support issues.

Agreed subscriptions may include "bug" fixes and upgrades provided free of charge. This does not include access to future modules or products with additional features or documents that may be marketed or sold under the myCared4QMS name.

If required, training can be made available at an additional cost. Please request a quote.

## 8. Using the previous Cared 4 program (no longer available to purchase)

While on subscription, it is recommended that you do NOT use any previous version of Cared 4 installed on your computers. This is because the Cared 4 documents in myCared4QMS may have superseded those on your Cared 4 program.



If you require support to take your current Cared 4 documents as stored using the Cared 4 program on your PC, please request a quote for our "Transferring your Cared 4 to myCared4QMS" service.

## 9. Renewal process

Bettal Quality Consultancy sends renewal email reminders to the Designated Contact, the Registered Managers and Administrators several times prior to the end of a subscription term. You are responsible for keeping your email address up-to-date by informing Bettal Quality Consultancy of any changes.

Renew before your expiration date to keep your subscription active. If you do not renew your subscription and later decide you want to renew, you may have to purchase updates for your Cared 4 system to meet the current version before re-subscribing. In most cases you will have to pay additional fees. In some cases, recently expired subscription contracts may be renewed upon payment of the subscription renewal price plus a nominal late renewal processing fee for each site.

## 10. The Small Print & Product Licenses

If you do not agree with any part of these terms and conditions do not place an order. If you have any questions please contact [myCared4QMS@bettal.co.uk](mailto:myCared4QMS@bettal.co.uk)

### a. When the subscription contract is formed

When you fax, post, email or telephone us with details of your order, or the Agreement to Subscribe, you are making an offer to take out a subscription which if accepted by us, will result in a binding contract.

If placing your order on-line your credit/debit card will be debited when you click "Submit Order". Although you will either see a page or receive an email if you have supplied your email address acknowledging that your order has been received successfully and is being processed, the contract between us is not formed at this point.

A legally binding contract is formed on the date we send you written confirmation of your order or a copy of the Agreement to Subscribe. You will receive this written confirmation within 14 days of submitting your order. We will not be responsible if you fail to receive the written confirmation because you have supplied us with an incorrect postal/email address.

We reserve the right not to accept or process your order for any reason. All orders are subject to validation checks and authorisation by your payment card issuer/bank. If we do not accept your order and your credit/debit card has already been debited or cheque has been cashed or a direct debit taken, we will notify you and refund in full immediately.

### b. Right to refuse orders

We reserve the right not to fulfil and to cancel orders:

- i. in the event of obvious inaccuracies in prices, except that we may fulfil your order at the correct price;
- ii. if we are unable to obtain payment, or authorisation from the issuer of your payment card or from your bank.

### c. Delivery and access to myCared4QMS

We will provide you with login information **as soon as possible** following acceptance of your order, or as otherwise agreed with you on acceptance of your order. You agree that we will not be responsible for failure to deliver the required information if you have supplied us with incorrect contact information.

We reserve the right to retain the **equivalent of one month's subscription fees** paid or as otherwise agreed, without an obligation to refund you, should you or any of your staff be unable to login to myCared4QMS through no fault of our own.

We will not be liable to you for any delay in access to myCared4QMS in the following circumstances:

- i. where payment is delayed or the issuer of your payment card refuses to authorise payment to us;
- ii. where such delay or failure is due to circumstances beyond our control or the control of our sub-contractors and agents.



**d. Restrictions on use**

Each Subscription Level allows a different number of expected Users, and these have been set in consideration of the expected normal use of myCared4QMS. Customers requiring more Users than the given numbers may be required to pay additional fees.

Similarly each Subscription Level allows an expected maximum use of server space, set in consideration of the expected normal use of myCared4QMS. Customers requiring more server space may be required to pay additional fees.

**e. Misuse of myCared4QMS**

myCared4QMS will be used by the Customer for the purpose of storing and communicating documentation relating to the operation of the Customer's business, most particularly information related to the Quality Management System of the Customer.

myCared4QMS shall be used for professional and business purposes only, and the Customer shall not store or permit the exchange of Data through myCared4QMS that is not necessary for professional or business purposes. Activities directly or indirectly related to spamming or the storage or dissemination of data of an indecent, offensive or pornographic nature is prohibited and will result in cancellation of the service.

Should there be a need for the Customer to provide access to or use of myCared4QMS to any employee, associate, subcontractor, supplier, service user, client or any other person then the Customer hereby guarantees to Bettal Quality Consultancy and QualSys that it will ensure that the said person/s agree to abide by the terms of this agreement and will indemnify Bettal and QualSys against any liability or claim resulting from misuse.

**f. Cancellations and Refunds**

Where a minimum subscription term is advertised cancellations are not permitted until the end of this initial period and we will not issue you a refund.

If you pay by direct debits and after the minimum term of your subscription, you may cancel your subscription contract at any time by notifying Bettal Quality Consultancy in writing. We will cease to take any payments within one month.

**g. Price Information**

Prices displayed on our general websites ([www.bettal.co.uk](http://www.bettal.co.uk) or [www.qualasess.co.uk](http://www.qualasess.co.uk)) are for information only. Bettal staff will confirm final prices at the time of ordering. Prices quoted are subject to delivery charges and VAT (where applicable).

Customers may make a one-off payment for a one- or two-year subscription or make ongoing direct debit payments. If you make ongoing direct debit payments we reserve the right to increase our prices at any time after the minimum subscription term has elapsed and will notify you in writing with one month's notice of any such price increase.

Although we try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of your order, we will inform you as soon as possible. You will have the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. We will refund you in full if you cancel the order and have already paid.

**h. Liability**

Our liability to you in the event of your not being able to access myCared4QMS, is limited to refunding of payments made only. Please refer to Section 11.

These Terms and Conditions do not and shall not affect your statutory rights as a consumer.

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

**i. Use of Personal Information**

We use the personal and transactional information (e.g. name, name of organisation, address, e-mail address, payment details) ("Personal Information") you supply to us in order to fulfil your order. We may supply this information to our suppliers, QualSys, in order to provide you with support as necessary for use of myCared4QMS.

Neither Bettal Quality Consultancy nor QualSys will pass on your personal information to third parties.



On our order forms we may ask you about receiving details of our products and services which may be of interest to you. You should tick the relevant boxes to indicate whether or not you wish to receive such information.

Should you wish to ensure that you do not receive any mailings from either QualSys or Bettal Quality Consultancy relating to products or services other than myCared4QMS, please inform Bettal Quality Consultancy directly.

**j. Unauthorised access to personal information**

Unless a member of Bettal Quality Consultancy staff has been fraudulent or negligent, we will not be liable to you for any losses you may suffer as a result of unauthorised access by a third party to the information (including credit/debit card details) you transmit when you place an order.

**k. Variation**

These Terms and Conditions override any contrary terms or conditions published by us in relation to any order placed by you with us.

These terms and conditions are subject to change.

**l. Description of further rights and limitations**

You may not "reverse engineer", decompile or disassemble any part of myCared4QMS or myEQMS except and only to the extent that such activity is expressly permitted.

You may not rent or lease Cared 4 or myCared4QMS services to another party. You may not resell, or otherwise transfer for value, the Cared 4 Quality Management System in any of its forms.

Bettal Quality Consultancy may terminate any contract with you if you fail to comply with the terms and conditions of the contract. In such event, you must destroy all copies of the Cared 4 Quality Management System in all of its forms and not attempt to access the myCared4QMS website.

**m. Copyright**

All title and copyright to the Cared 4 Quality Management System including accompanying printed materials are owned by Bettal Quality Consultancy or its suppliers. Cared 4 is protected by copyright laws and you must, therefore, treat it like any other copyright material except that you may copy material for the purposes of amendments in the normal use of myCared4QMS services, *unless otherwise and previously agreed by Bettal Quality Consultancy*.

**11. Limitations Of Liability**

Following the purchase of the Cared 4 Quality Management System, the Registered Manager is required to approve all the documentation within the system before implementation to ensure that it meets their requirements. Given that the system will be subject to amendment by the care service and therefore Bettal have no control over the operation of the system, Bettal will not accept any responsibility for the delivery of the care service.

The Cared 4 Quality Management System meets the documentation, specifications and standards required by ISO accreditation bodies in respect of recognised quality standards. Cared 4 meets the documentation requirements of these standards only in relation to the first part of any accreditation process, namely the "Desktop Audit" requirement. The service will need to demonstrate that it is following all the requirements of the Cared 4 QMS to achieve accreditation

Nothing in this Product License Agreement is intended to state or imply, either directly or indirectly, that purchase of this product will provide the user with quality of service provision.

We, Bettal Quality Consultancy (including our supplier QualSys and our affiliates, officers, directors, agents and employees), will not be responsible for any business loss (including, without limitation, loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the Cared 4 Quality Management System and/or the myCared4QMS website.