# support service, customer service and fair usage policy.

## 1) products and services.

a)   CoolCare offers care home administration software subscriptions, hardware and training services.  All sales of products and services are governed by [CoolCare's Terms and Conditions](#).  This policy outlines the customer services available to customers as part of their subscription fee and product purchases, pursuant to Clause 6 of the Terms and Conditions, and the additional services CoolCare offers, which can be purchased separately.

## 2) overview

a)   CoolCare Ltd. ("CoolCare") encourages customers to take full advantage of our excellent Support Services, Training and Customer Success teams. CoolCare wants to ensure all of our customers get the best out of the software.  We will do all we reasonably can to support our customers to maximise their system usage.

## 3) interpretation

a)   All interpretations included in the CoolCare Software Subscription Agreement shall apply to the following policy.

b)   "Inclusive Support Services" means those services provided by the CoolCare Support Services team which are included within CoolCare's standard licence, pursuant to Clause 6.4 of CoolCare's terms and conditions. Section 5.1 of this policy outlines the remit of access, type of service and nature of request that is included within these services.

## 4) product availability.

a)   As per CoolCare's Terms and Conditions, CoolCare shall use commercially reasonable endeavours to make the Software Subscription Services available 24 hours a day, seven days a week, except for:

   i)   Planned Maintenance provided that CoolCare has used reasonable endeavours to give the Customer at least 4 Normal Business Hours' notice in advance; and
   ii)   Unscheduled maintenance provided that CoolCare provides as much notice as reasonably practicable in advance.

b)   Notice pursuant may be provided by CoolCare directly via the Site/Services, or to the e-mail address of the Customer's key personnel, as set out in the Initial Order, or as notified to the Customer by CoolCare from time to time.

## 5) contacting coolcare.

a)   CoolCare can be contacted by the following official channels:
   (1)   Email:
      (a)   [support@coolcare4.co.uk](mailto:support@coolcare4.co.uk)
      (b)   [training@coolcare4.co.uk](mailto:training@coolcare4.co.uk)

   (c) [customer.success@coolcare4.co.uk](mailto:customer.success@coolcare4.co.uk)
   (d) [info@coolcare4.co.uk](mailto:info@coolcare4.co.uk)
  (2) Telephone on 0113 385 3853
  (3) Live chat via the CoolCare application:
   (a) Live chat may be temporary disabled during times of high demand to prevent long wait times;
   (b) If live chat is unavailable, customers should call or email the support service.
  (4) Letter to:
   (a) CoolCare Ltd, Helios 47, Isabella Road, Garforth, LS25 2DY

b) CoolCare monitors social media, website and review responses and will strive to uphold our standard response times but any official communication with CoolCare should be via a medium listed in 5.a above.

# 6) support services.

## a) inclusive support services.

i) CoolCare Support Services can be accessed via:
 (1) Email on [support@coolcare4.co.uk](mailto:support@coolcare4.co.uk);
 (2) Telephone on 0113 385 3853
 (3) Live chat

ii) Support Services are available during normal business hours **09:00-17:00 Monday – Friday excluding Bank Holidays, exceptional circumstances and team training events.**

iii) CoolCare aims to avoid closing Support Services during standard working hours where possible but may close Support Services at its sole discretion;

 (1) If Support Services do need to be closed during normal business hours, CoolCare will provide as much notice to customers in advance as is reasonably possible.

iv) Inclusive Support Services are provided by the CoolCare Support Services Team to its Authorised Users free of charge.

v) The Support Services Team may be assisted by other teams, including Training and Customer Success, as deemed appropriate by CoolCare, to deliver Inclusive Support Services.

vi) Inclusive Support Services are defined as support for technical issues relating to the use of CoolCare software, hardware and services. This can be defined as including:

 (1) Technical queries and advice
 (2) Troubleshooting
 (3) Processing service requests
 (4) Processing hardware orders
 (5) Product configuration advice

vii) Access to Inclusive Support Services is restricted to reasonable and fair usage as defined in Section 6.C of this policy.

viii) The Customer is responsible for any costs relating to network charges for calls to the CoolCare Support Line or mobile data usage.

ix) Any services expressly excluded or omitted from Inclusive Support Services are not included within the licence fee. These services may be available from the Support Services team but will be chargeable. CoolCare reserves the right to limit access to these services. Availability of non-inclusive Support Services may change from time to time.

## b) accessing data for support purposes.

i)    Wherever possible, CoolCare will aim to troubleshoot and support the Customer's use of the Software without accessing Customer Data.

ii)    Sometimes, for the purposes of troubleshooting, it will be necessary to either share the Authorised User's screen or directly access the Customer's database.  When this is necessary, CoolCare will seek permission from the Authorised User to access or copy the data;

    (1)    Permission may be sought verbally;
    (2)    Once permission is granted, data is retained by the CoolCare Team for the purposes of troubleshooting the relevant issue.

iii)    Any copies of data taken for troubleshooting purposes will be deleted by CoolCare as soon as the issue is resolved.

iv)    If data needs to be amended or deleted for troubleshooting purposes, CoolCare will:
    (1)    Inform the Customer of what data will be amended/deleted;
    (2)    Explain how the data will be amended/deleted; and
    (3)    Outline any impact caused by the amendment.

v)    CoolCare will make all reasonable efforts to verify whether an individual or user is authorised to consent to data amendments/deletions on behalf of the Customer;
    (1)    CoolCare does not accept any liability for data access, amendment or deletions when requested by an unauthorised user.

vi)    No amendments/deletions will take place until permission has been given.

vii)    CoolCare will obtain further consent should the data, purpose, or type of processing change.

viii)    In exceptional circumstances, CoolCare retains the right to amend customer data in order to resolve system wide issues that affect multiple customers:
    (1)    Where possible, CoolCare will seek permission prior to accessing, amending or deleting data;
    (2)    If this is not possible, CoolCare will inform the customer of what access, amendment or deletion occurred and the reasons, as stated above.

## c) fair usage of support services.

i)    CoolCare operates under a Fair Usage Policy of Inclusive Support Services to ensure that customers are receiving fair and equal quality support from our team.

ii)    Support Services or Customer Success advice and assistance cannot be used in lieu of CoolCare training or development work.  Doing so prevents our Support Services and Customer Success Teams from providing vital support to other customers.

iii)    Where a Customer query is identified as a request for a non-inclusive support service, the Customer will be quoted for the service in line with CoolCare's current prices.

iv)    Unless agreed otherwise between CoolCare and the Customer, the following services are considered non-inclusive services:

    (1)    Training
    (2)    Development
    (3)    Project management
    (4)    Consultancy
    (5)    Database amendments or deletion
    (6)    Out of hours support
    (7)    Any other services outside the definition of Inclusive Support Services

v) Where a Customer query is identified as a Training need, as opposed to an Inclusive Support Service need, this is considered to be unfair usage and will be referred to the Training Team:
   (1) A training need is defined as any query which requires explanation of how to use the software beyond what can reasonably be considered a clarification, suggestion or reminder; or
   (2) Any query that will require phone or online support of over 15 minutes to explain, which is not a technical fault or forms part of a wider troubleshooting query, which requires the Support Services Team's technical help or guidance is also considered a training need.

vi) Call times and Customer Support tickets are monitored. Heavy volume customers may be referred to the Customer Success Team to review usage and training needs.

# 7) development services.

a) The Support Services Team are able to provide some basic technical database support as part of Inclusive Support Services.

b) Any Customer request or query which goes beyond a reasonable request for technical troubleshooting, as defined by CoolCare, is considered a development service and will be chargeable at the development daily rate.

c) Identified Development work will be passed to the development team to estimate feasibility and time involved to complete the work.

d) CoolCare will quote the Customer based on the development team's estimates. Development work will only commence upon agreement with the Customer and payment of any fees owing.

e) Development work includes but is not limited to:
   i) Any split, merge or change to the structure of customers' databases;
   ii) Any unique changes to the interface or back-end databases; and
   iii) At CoolCare's sole discretion, the introduction of any software feature or hardware compatibility only available to a small number of customers.

f) The CoolCare software is sold "as is" and does not include, or agree to sell, bespoke development. CoolCare listens to Customer feedback as part of its product intelligence gathering process;

   i) CoolCare is constantly updating the Software to enhance it and to help us evolve the product;
   ii) When Customers provide feedback, the Product Team takes this information and reviews it against current priorities, taking into account the number of customers requesting it, the value it will add to the software's capability and wider market needs;
   iii) If the feedback is something CoolCare will consider doing, it is added into its future development pipeline;
   iv) CoolCare does not commit to this development or when it will be completed, as priorities remain under constant review;
   v) When the Customer submits development feedback, the Support Team will acknowledge it in line with the standard response times and aim to understand it to ensure the correct information is passed to the Product Team;
   vi) Once the Support Team has briefed the Product Team, the Support ticket is considered closed and the query responded to as per our standard response times;
   vii) As CoolCare does not commit to completing this development, timescales and ongoing updates will not be provided; and
   viii) CoolCare will use reasonable endeavours to notify the Customer if feedback is incorporated into a Software update release.

g) CoolCare may, at its sole discretion, agree to ad hoc development work to expedite the development of certain features outside of its roadmap. Where CoolCare does agree to development work, CoolCare retains all intellectual property rights over the development and sole control of how the solution is designed/works.

# 8) training services

## a) chargeable services.

    i)    CoolCare offers online and onsite bespoke training chargeable at the current rates in force at that particular time. Please ask Customer Success for current rates on customer.success@coolcare4.co.uk.

    ii)    All new CoolCare Customers are required to purchase implementation training:
        (1)  The minimum number of training days required upon installation of CoolCare will be dependent on the Customer's number of subscriptions and requirements; and
        (2)  CoolCare will advise the Customer of the minimum number of training days required ahead of installation.

    iii)   It is the responsibility of the Customer to ensure that Authorised Users within their group have received adequate training and that training is kept up to date throughout the period of the Customer's CoolCare subscription.   This requires on-going training for new staff and when new areas of the software are adopted:

        (1)  To keep training up to date and maintain best practice in CoolCare software usage, CoolCare recommends that the Customer provides all new Authorised Users with CoolCare training upon appointment and that all Authorised Users receive refresher training at least annually.

    iv)   Customers can purchase training by contacting the Customer Success team or directly through the Training Team.

## b) free services.

    i)    CoolCare wants Customers to get maximum benefit out of the Coolcare software.   At its sole discretion, CoolCare offers a number of free services alongside the Inclusive Support Services to Customers to assist in the use of the software.  These include:

        (1)  Webinars;
        (2)  Release notes;
        (3)  Training guides;
        (4)  Training videos; and
        (5)  An annual quota of free 30-minute online Training sessions.

    ii)    Free services do not form part of the subscription services nor are they considered Inclusive Services and cannot be exchanged for monetary value.

    iii)   Each Customer will be notified on or before 1st April each year of their free online training session allowance:

        (1)  At a minimum, Customers will be offered two 30-minute online Training Sessions to be taken between 1st April and 31st March;
        (2)  If the Customer has pre-purchased Training, this will be utilised prior to any free online Training sessions;
        (3)  Free online Training sessions are offered on a first-come-first-served basis and CoolCare does not guarantee availability at the Customers preferred date/time;
        (4)  If the free online Training sessions are not used by the 31st March of the relevant year, it will expire; and
        (5)  Customers who are installed mid-year will receive a pro-rata amount, notified to them at time of installation;

        (6)  Free online Training sessions cannot be used in place of implementation training (see 8.a.ii).

    iv)   Where Customers exceed Fair Usage of Support Services, CoolCare may insist on utilising any outstanding free online Training quota the Customer has remaining.

## c) terms of use.

    i) All purchased Training is non-refundable.

    ii) Training sessions are subject to availability and are booked on a first-come-first-served basis.

    iii) Training sessions are restricted to a maximum of 8 attendees per session:

        (1) Any additional delegates per session are permitted with the express prior agreement of a CoolCare Trainer and confirmation that the proposed arrangements are practical and reasonable.

    iv) CoolCare cannot guarantee availability on specific dates nor specific trainers.

    v) Any pre-purchased training days must be used within 12 months of the effective date, after which they will expire if unused.
        (1) It is the Customer's responsibility to ensure pre-purchased training sessions are booked and utilised in advance of the expiry date;
        (2) CoolCare will use all reasonable endeavours to notify the Customer of impending expiry dates; and
        (3) Expiry dates will not be extended if CoolCare is unable to schedule the Training due to a lack of availability.

    vi) CoolCare will make all reasonable endeavours not to cancel Customer Training.  When CoolCare is unable to avoid a cancellation CoolCare will:
        (1) Notify the Customer as soon as possible;
        (2) Find the next suitable date available convenient to the Customer; and
        (3) Extend the deadline for the Training if due to expire before it can reasonably be rearranged.

    vii) CoolCare is not responsible for any expenses incurred by the Customer for cancellations.

    viii) It is the Customers' responsibility to ensure the health and safety of the Trainer when delivering on-site training.

    ix) Reasonable travel and accommodation expenses are included as part of our training costs.

    x) Agreed Training days and online sessions which are cancelled or changed within 5 business days of the relevant date will not be refunded, and you may be invoiced for any non-recoverable expenses incurred by CoolCare (i.e., train tickets).

    xi) It is sole responsibility of the Customer to ensure that only authorised personnel agree to purchase additional training or utilise free services and pre-purchased training;
        (1) CoolCare will take reasonable endeavours to ensure the Customer representative or User requesting use of training services is authorised to do so; and
        (2) Any free services or additional training delivered at the request of unauthorised representatives will be fully chargeable as per the standard charges and not refundable.

## 9) customer success.

    a) As part of its customer service offering, CoolCare's Customer Success team ensure Customers' experience with CoolCare is positive and manage account queries.

    b) Each Customer will have a Customer Success Manager (CSM) who oversees their account. Where possible, CoolCare will try to retain continuity with named CSMs on the account:
        i) The CSM may change from time-to-time; and
        ii) Customer Success requests may be handled by a different CSM where there is a time-sensitive issue.

    c) At least once a year, the CSM will attempt to arrange a catch-up call to review the Customer's use of CoolCare to identify how they can be better supported to meet their business goals in utilising CoolCare ("Customer Success Plans");
        i) Customer success plans are subject to availability;
        ii) Customers can request interim reviews which CoolCare will accommodate, subject to availability and fair usage principles; and

iii) If the Customer cannot be contacted for a Customer Success Plan, CoolCare will attempt to arrange in 6 months' time.

d) CoolCare provides the Customer Success service at its sole discretion and service offerings may change from time to time.

# 10) Compliments and Complaints

a) All customer feedback is important to us, whether positive or negative, because it helps us to transform our products and services to improve the customer experience.

b) CoolCare is passionate about the quality of its services and products. Whenever a customer identifies a potential issue or an unmet expectation, CoolCare will:
   (1) Have a single point of contact to manage correspondence to ensure an efficient and thorough response
   (2) Give customer feedback by responding in a timely manner
   (3) Categorise and record the feedback
   (4) Ensure to explain fully, the results of the investigation and the resolution proposed
   (5) Utilise the intelligence gathered to learn from the situation and prevent future occurrences
   (6) Feedback to Team Members about performance issues as appropriate

c) **Process**

   i) The Customer Success Manager (CSM) will be responsible for recording and overseeing all complaints and compliments

   ii) CSM will co-ordinate responses that are required from the relevant team members, including the Directors, Sales and Support Services, to ensure timely and effective responses

# 11) response times.

## i) support queries and general enquiries.

   (1) CoolCare will:
      (a) Endeavour to answer all customer phone calls or online chat requests promptly;
      (b) Acknowledge email/written support queries within a full working day;
         (i) This may be sent via an auto-response;
      (c) Make all reasonable efforts to resolve customers' queries and questions during the call or chat, subject to our fair usage policy;
      (d) Where possible, give estimated timeframes for any follow-up work required and confirm this over email; and
      (e) Agree call-backs if required.
   (2) CoolCare will aim to resolve all Customer Support tickets within 10 working days.
   (3) If we are unable to provide a full response after a maximum 10 working days, we will explain why, the work being undertaken and anticipated timescales.

## ii) complaints.

   (1) CoolCare will:
      (a) Send an acknowledgement of receipt of customers' complaints received via an official channel within a full working day of receipt;
         (i) This may take the form of an auto-response.
      (b) Respond within five working days of receipt with a proposed resolution;
      (c) If the customer enquiry requires in-depth research or follow-up that will take longer than 10 working days, we will provide an expected completion date and details of the team member responsible for the response;

(d)   CoolCare will provide regular updates on any on-going investigations; and

(e)   If unable to provide a full response after a maximum 10 working days, explain why and the work being undertaken.

(2)   The CSM will follow all avenues available to provide a thorough response:

(a)   When a customer remains unsatisfied with the proposed resolution, the complaint will be escalated to the Managing Director or Technical Director as appropriate.

(3)   CoolCare will aim to close all complaints fully within 20 working days' receipt of the original complaint.

# audit record.

| Date | Created/Reviewed By | Comments/Updates Made |
|---|---|---|
| 11.06.20 | Mike Heckman/Fiona Hale | Reviewed |
| 16.12.22 | Fiona Hale | <ul><li>Customer Service, Support Services and Fair Usage Policy merged</li><li>Training services terms updated to include standard Ts and Cs</li><li>Training services updated to include free online training</li><li>Development services updated to include product feedback policy</li><li>Data access permissions in support expressly included</li><li>Customer Success services included</li></ul> |
| 20.5.25 | Fiona Allen | Reviewed on audit, no changes |
| | | |