Terms of Trade

1. Definitions

In these conditions unless the context otherwise requires:

- Company means Cheshire Cardiology Limited.
- Buyer means the person, or company buying the services from the Company.
- Services mean the services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the services incorporating these terms and conditions.
- Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures have the meanings as defined in the Data Protection Legislation.
- Date of the contract means the date of Acceptance pursuant to condition 3.
- Contract Price means the price of the Services as agreed between the Buyer and the Company.
- Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- Person includes a corporation, association, firm, company, partnership or individual.
- Quotation means a quotation given by the Company pursuant to condition 2.1.
2. Quotation

2.1 The Buyer may request a Quotation from the Company setting out the price and quantity of the Services to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within 10 working days of the date of the Quotation and if such order is accepted by the Company the price in the Quotation shall apply to the Contract.

2.2 The Company will from time to time, issue a price list indicating the range of services provided and the price to be charged for each service.

3. Acceptance

3.1 Acceptance shall be when the Company notifies the Buyer whether orally or in writing (including by email) that it accepts an order from the Buyer.

3.2 On Acceptance there shall be a binding Contract which shall incorporate the terms and conditions contained herein, as amended from time to time.

3.3 In the absence of oral or written acceptance, if the Company performs the Services pursuant to an order it will be deemed to have accepted the order in accordance with this clause.

3.4 The Company acknowledges that the Buyer may, in certain circumstances, have to cancel an appointment at short notice. No charge will be made by the Company if a telephone cancellation (07572080086) of the instruction by the Buyer takes place before 9 am on the day the Services are to be provided. Any cancellation later than 9 am will incur a charge of £168.

4. Terms and Conditions

4.1 These terms and conditions shall apply to all orders for the Services made by the Buyer to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4.2 It shall be the Buyer’s responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff member of the Buyer.

5. Price

5.1 The Price for the Services shall be calculated on a time and materials basis:

a. the Price shall be calculated in accordance with the Company's standard fee rates from time to time
b. the Company shall be entitled to charge the Buyer for any expenses reasonably incurred and for the cost of any materials.

5.2 The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of the Services supplied.

5.3 The Company will supply and use its own equipment unless otherwise agreed and the Buyer’s attention is drawn in particular to conditions 9.3 and 9.4. The Buyer will supply the facilities and necessary ancillary staff (to include but not restricted to nurses, animal nurse assistants and receptionists) free of any charge to the Company.

5.4 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of the Services or any part of them.

5.5 The Buyer agrees that the Contract Price shall be determined by the Company.

5.6 The Company reserves the right to implement a surcharge for alterations to specifications of the Services, or any part of them, after the order has been placed.

5.7 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT) which the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company at the same time as payment is due for the supply of the Services.

6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

6.1 The method of payment will be by cash, by cheque, by BACS, by bank transfer, or by any other method as agreed between the Buyer and the Company.

6.2 Subject to any provision to the contrary in the Contract, payment for the Services shall be received on or before the tenth day after receipt of invoice, which shall be issued by the Company promptly on the last day of every month in which the Services are provided.

6.3 Late payment shall incur interest at the rate of 8% above the Bank of England’s base rate per annum calculated on a daily basis from time to time, but at 8% a year for any period when that base rate is below 0%. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, whether before or after judgement but without prejudice to the Company’s other rights or remedies in respect of the Buyer’s default in failing to make full payment on the due date.

6.4 Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of the Services to the Buyer and any of its other obligations.
under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer may suffer because the Company exercised its rights under this clause.

6.5 In the event that:

a. Any money payable to the Company becomes overdue, or in the Company’s opinion the Buyer will be unable to meet its payments as they fall due; or
b. The Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
c. A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Company’s other remedies at law, the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

7. Dispute resolution

In the event of any dispute arising between the Buyer and the Company, the Company shall in the first instance endeavor to resolve any such dispute without the need for legal proceedings. Any such attempt is without legal prejudice. The Buyer shall notify the Company in the event of any issue arising in relation to the Services in order that the Company can resolve the issue.

8. Intellectual Property

All Intellectual Property Rights arising out of or in connection with the Services shall be owned by the Company, for the avoidance of doubt excluding any of the Buyer's intellectual property in existence prior to the date of the Contract.

9. Liability - THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

9.1 Nothing in these terms and conditions shall limit or exclude the Company's liability for:

a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
b. fraud or fraudulent misrepresentation; or
c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
9.2 Subject to clause 9.1:
the Company shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill or any indirect or consequential loss arising under or in connection with the Contract;

a. the Company's liability for loss of or damage to tangible property arising out of or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,000 (one thousand pounds);

b. the Company's liability for injury or death to animals caused by its negligence, or the negligence of its employees, agents or subcontractors arising out of or in connection with the Contract shall in no circumstances exceed £100,000 (one hundred thousand pounds);

c. the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £1,500 (one thousand five hundred pounds).

9.3 Where the Company lends any of its equipmecne or other property (Company Equipment) to the Buyer and the Buyer retains that Company Equipment or lends it to the Buyer's own clients, the Company Equipment shall be deemed to be under the Buyer's control and it shall be held at the Buyer's risk. It is the Buyer's responsibility to obtain and maintain adequate insurance for the Company Equipment which is under its control. The Buyer shall return the Company Equipment to the Company in good condition and shall not dispose of or use the Company Equipment other than in accordance with the Company's written instructions or authorisation.

9.4 The Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with loss of or damage to the Company Equipment whilst in the control or deemed control of the Buyer;

9.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.6 This clause 9 shall survive termination of the Contract.

10. Insurance

The Company shall maintain Professional Indemnity Insurance with the Veterinary Defence Society limited at indemnity limits of not less than
£100,000 for civil claims of negligence and £150,000 for criminal and disciplinary offences.

11. Data protection
11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This condition 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the controller and the Company is the processor.

11.3 Without prejudice to the generality of condition 11.1, the Buyer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of the Contract.

11.4 Without prejudice to the generality of condition 11.1, the Company shall, in relation to any personal data processed in connection with the performance by the Company of its obligations under the Contract:

a. process that personal data only on the documented written instructions of the Buyer unless the Company is required by applicable laws to otherwise process that personal data;

b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Buyer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

c. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and

d. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:

i. the Buyer or the Company has provided appropriate safeguards in relation to the transfer;

ii. the data subject has enforceable rights and effective legal remedies;

iii. the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

iv. the Company complies with reasonable instructions notified to it in advance by the Buyer with respect to the processing of the personal data;

e. assist the Buyer, at the Buyer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
11.5 The Buyer does not consent to the Company appointing any third party processor of Personal Data under the Contract.

12. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract (other than payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13. Governing laws

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

14. Signatures

The undersigned on behalf of the Buyer and the Company respectively have read and accept the Terms of Trade as set out in this document.

Signature: Date:

Signature: Date: