

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.
- Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the UK GDPR (as defined in the DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- 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.
- Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures shall have the meanings as set out in the Data Protection Legislation.
- 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.
- Permitted Recipients the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract, and professional advisers.
- Person includes a corporation, association, firm, company, partnership or individual.

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- Purposes means to enable the provision of the Services by the Company to the Buyer.
- Quotation means a quotation given by the Company pursuant to condition 2.1.
- Shared Personal Data means the personal data to be shared between the parties under condition 11. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: contact data of animal owners; financial data of animal owners.

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 the earlier of:
- a. when the Company notifies the Buyer whether orally or in writing (including by email) that it accepts an order from the Buyer; or
 - b. the Company performs any of the Services pursuant to an order.
- 3.2 On Acceptance there shall be a binding Contract which shall incorporate these terms and conditions, as amended from time to time.
- 3.3 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 (01606 827188) 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 £216.
- 3.4 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.
- 3.5 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.

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4. Supply of Services

- 4.1 The Company shall supply the Services identified in the order, as amended by the parties by agreement if applicable.
- 4.2 The Company may change the way the Services are provided to comply with any applicable law or regulatory requirement or best practice.
- 4.3 Time shall not be of the essence for provision of the Services.
- 4.4 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.

5. Buyer Obligations

5.1 The Buyer shall:

- c. ensure that the information in the order is complete and accurate;
- d. co-operate with the Company in all matters relating to the Services;
- e. provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, and other facilities as reasonably required by the Supplier;
- f. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- g. comply with any additional obligations as agreed between the parties;
- h. where the Services are provided at the Buyer's premises:
 - i. prepare the Buyer's premises for the supply of the Services including without limitation disinfecting;
 - ii. obtain and maintain all necessary licences, permissions and consents which may be required prior to provision of the Services;
 - iii. keep all materials, Company Equipment, documents and other property of the Company (Company Materials) at the Buyer's premises in safe custody at its own risk, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
 - iv. 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.

5.2 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

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or damage the Buyer may suffer because the Company exercised its rights under this clause.

- 5.3 In order to protect the Company's business the Buyer covenants with the Company that it shall not for a period of 3 months after the end of its last Contract with the Company offer to employ or engage or otherwise endeavour to entice away from the Company anyone employed or engaged by the Company. This clause 5.3 shall survive termination or expiry of the Contract.

6. Price and Payment

- 6.1 The Price for the Services shall be calculated on a time and materials basis:
- the Price shall be calculated in accordance with the Company's standard fee rates from time to time provided to the Buyer.
 - the Company shall be entitled to charge the Buyer for any expenses reasonably incurred, including travel time and expenses and subsistence and for the cost of any materials.
- 6.2 The Price shall be as indicated on invoices provided by the Company to the Buyer which shall be issued by the Company promptly on the last day of every month in which the Services are provided.
- 6.3 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.
- 6.4 The Buyer agrees that the Contract Price shall be determined by the Company.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 Subject to any provision to the contrary in the Contract, payment for the Services shall be made by the Buyer in full and cleared funds on or before the fourteenth day after receipt of invoice.
- 6.9 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%.

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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.

6.10 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 any liability which cannot legally be limited or excluded, including:

- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

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- 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 equipment 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 or expiry of the Contract.

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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 This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Purposes.

11.2 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate a Contract with immediate effect.

11.3 Each party shall:

- a. ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Purposes;
- b. give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c. process the Shared Personal Data only for the Purposes;
- d. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- f. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g. not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection

Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

11.4 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b. promptly inform the other party about the receipt of any data subject rights request;
- c. provide the other party with reasonable assistance in complying with any data subject rights request;
- d. not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- e. assist the other party, at the cost of the other party, 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, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- h. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i. maintain complete and accurate records and information to demonstrate its compliance with this condition 11; and
- j. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

11.5 Indemnity. Each party shall indemnify the other 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

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full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in condition 9.

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:

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