Terms & Conditions for Businesses

This document details the Terms and Conditions (the **Conditions**) of VetPartners Practices Ireland Limited trading as Advanced Pet Care Smith and Foley of Bellavista, Bective Street, Kells, Co.Meath, A82 X275 for its Business customers. By registering its animals with or otherwise requesting Products and/ or Services from the Practice, the customer agrees that it has read and understood these Conditions and agrees to be bound by them. If the customer requires any clarification of any aspect of these Conditions, it should ask the Practice.

Privacy

The Practice respects its customers' privacy and is committed to protecting its customers' personal data. Please see the Practice's privacy notice for further details, which can be found on the Practice's Website at https://www.smithfoleyvet.com/, as well as the provisions of clause 18.

1 Basis of contract

1.1 The Order constitutes an offer by the customer to purchase Products and/or Services in accordance with these Conditions.

1.2 The customer agrees that it places an Order:

1.2.1 in respect of Services, when it books an Appointment or Site Visit with the Practice, requests emergency cover pursuant to clause 13, or otherwise requests the supply of a Service; and

1.2.2 in respect of Products, when it makes a request to the Practice for the Products to be supplied.

1.3 The Order shall only be deemed to be accepted when the Practice issues written acceptance or when a Team Member indicates such acceptance of the Order, or when the Appointment, Site Visit or emergency cover pursuant to clause 13 begins, at which point and on which date the Contract shall come into existence (**Commencement Date**).

1.4 These Conditions apply to the Contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 Any Estimate given by the Practice pursuant to clause 10 of these Conditions shall not constitute an offer. The customer must refer to any valid Estimate it holds when it places an Order.

2 Supply of Services

2.1 The Practice warrants to the customer that the Services will be provided using reasonable care and skill.

2.2 In consideration of the Practice providing Services, including in relation to the customer's Small Animals, Equine or Farm Animals, the customer agrees to pay:

2.2.1 the relevant Initial Consultation Fee and any applicable Surcharge in respect of an Appointment; or

2.2.2 in respect of a Site Visit, the relevant Initial Consultation Fee, any applicable Visit Fee, and any applicable Surcharge per Team Member due to attend; or

2.2.3 the relevant price agreed in accordance with clause 7 and/or charged to the Practice in relation to any out of hours services provided to the customer by a third party in accordance with clause 13 of these Conditions.

2.3 The customer acknowledges and agrees that it shall be liable to pay the relevant Initial Consultation Fee and Visit Fee if it cancels any Appointment or Site Visit less than one (1) Business Day prior to that Appointment or Site Visit's scheduled date.

2.4 The customer further acknowledges that it may pay such additional prices (exclusive of VAT) as may be set out pursuant to clauses 7, 13, by an Estimate, or otherwise, in each case in respect of any additional Services and/or Products it requests prior to, during or following an Appointment or Site Visit. All such requests for additional Services and/or Products will be treated as a new Order which, if accepted, will be subject to these Conditions. For the avoidance of doubt, VAT will be applied to all prices at the time payment is requested in accordance with clause 8.

3 Products

3.1 The Practice may stock Products for use with Small Animals, Equine and/or Farm Animals and where appropriate may provide these Products to the customer in the fulfilment of an Order placed in accordance with clause 1 of this Contract.

3.2 In consideration of a supply of Products by the Practice, the customer agrees to pay:

3.2.1 the price quoted in any relevant Estimate; and/or

3.2.2 such other relevant prices as are communicated to the customer before it purchases the Products.

3.3 Subject to clause 3.4, the Practice warrants that, on fulfilment of an Order in accordance with clause 3.1 of these Conditions, the Products shall:

3.3.1 conform with their description; and

3.3.2 to the extent they are manufactured by the Practice and/or a company that is a member of the Practice's corporate group, be free from material defects in design, material and workmanship.

3.4 Subject to clauses 3.5 and 3.6, the Practice shall, at its option, repair or replace any defective Products, or refund the price of any defective Products in full if:

3.4.1 the customer gives notice in writing not later than five (5) Business Days or, in the case of a latent defect, not later than thirty (30) days after Delivery that some or all of the Products do not comply with the warranty set out in clause 3.3;

3.4.2 the Practice is given a reasonable opportunity of examining such Products; and

3.4.3 the customer (if asked to do so by the Practice) returns such Products to the Practice's Premises at the customer's cost.

3.5 The Practice shall not be liable for any Products' failure to comply with the warranty in clause 3.3 if:

3.5.1 the customer makes any further use of such Products after giving a notice in accordance with clause 3.4;

3.5.2 the defect arises because the customer failed to follow the Practice's oral or written instructions (or any manufacturer instructions) as to the storage, installation, administration, use or maintenance of the Products or good trade practice;

3.5.3 the customer alters or repairs such Products without the written consent of the Practice;

3.5.4 the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions; or

3.5.5 the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

3.6 Where the Practice supplies Medicines and/or any Products containing a hygiene seal:

3.6.1 the customer acknowledges that the Practice cannot repair, replace or accept returns of such items (save that it may replace or accept returns where they fall under the provisions of clause 3.4). Further to clause 3.5, the Practice will not accept any return of or repair or replace any Medicines and/or any Products containing a hygiene seal where they are accepted

by the customer and damaged while in the customer's possession or control;

3.6.2 the customer may have additional manufacturer's warranties in respect of some Products and is encouraged to consider those terms carefully; and

3.6.3 the Practice may assist the customer in any reasonable arrangements to provide the customer with the benefit of any warranties made by a manufacturer of the Products to the Practices.

3.7 These Conditions shall apply to any repaired or replacement Products supplied by the Practice.

3.8 Except as provided in this clause 3, the Practice provides no warranty as to the quality of the Products or their suitability for a particular purpose, and shall have no liability to the customer in respect of the Products' failure to comply with the warranty set out in clause 3.1.

4 Delivery

4.1 Either:

4.1.1 the customer shall collect the Products from the Practice's Premises or such other location as may be communicated to the customer before Delivery within three (3) Business Days of the Practice notifying the customer that the Products are ready; or

4.1.2 where the Practice agrees to such an arrangement, it shall Deliver (or engage a carrier to Deliver) the Products specified in the Order to such location as the parties may agree (**Delivery Location**), at any time after the Practice notifies the customer the Products are ready. Delivery is completed on the completion of unloading of the Products at the Delivery Location, or (where the Practice engages a carrier) on the completion of loading of the Products at the Practice's Premises.

4.2 In respect of Delivery in accordance with clause 4.1.2:

4.2.1 where the Practice agrees to Deliver the Products by a particular date (**Due Date**), and fails to Deliver those Products by that Due Date in circumstances which do not fall under clause 4.3, the customer may terminate the relevant Order and obtain a refund of any sums paid in relation to that Order from the Practice; and

4.2.2 where the Practice does not agree to Deliver the Products on a specific date, the standard Delivery date will be twenty-eight days from the date on which the Order is accepted (**Standard Delivery Date**),

and, for the avoidance of doubt:

4.2.3 where the customer accepts a Delivery of Products after the Due Date or the Standard Delivery Date, as applicable, it will not be entitled to terminate its Order in accordance with this clause 4.2; and

4.2.4 the Practice shall not be liable for any delay in Delivery of the Products that is caused by a Force Majeure Event or by a regulatory or legal requirement on the Practice.

4.3 If (pursuant to clause 4.1.1) the customer fails to accept Delivery of the Products within three (3) Business Days of the Practice notifying it that the Products are ready; or (pursuant to clause 4.1.2) the customer fails to accept Delivery of the Products when the Practice (or its carrier) attempts to deliver the Products to the Delivery Location, then except where such failure or delay is caused by a Force Majeure Event or by the Practice's failure to comply with its obligations under this Contract in respect of the Products:

4.3.1 Delivery of the Products pursuant to clause 4.1.1 shall be deemed to have been completed at 9.00am on the third Business Day following the day on which the Practice notified the customer that the Products were ready;

4.3.2 Delivery of the Products pursuant to clause 4.1.2 shall be deemed to have been completed at the date on which Delivery of the Products to the Delivery Location was attempted;

4.3.3 the Practice (or its carrier) shall store the Products until delivery takes place, and the customer shall be liable to pay for all related costs and expenses (including insurance) directly or indirectly incurred by the Practice as a result; and

4.3.4 if, as a result of any delay pursuant to this clause 4.3, any Products due to be delivered pass their expiry date, the Practice will not be obliged to source and provide replacement Products (though it may, at its discretion, agree to do so). The Practice will not in any circumstances be liable where such replacement Products cannot be sourced.

4.4 If, ten (10) Business Days after the deemed date of delivery pursuant to clauses 4.1.1 or 4.1.2, the customer has not accepted Delivery of them, the Practice may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge the customer for any shortfall below the price of the Products.

4.5 The Practice may deliver the Products by instalments, which may be invoiced and paid for separately. Each instalment shall constitute a separate Contract subject to these Conditions. Any delay in delivery or defect in an instalment shall not entitle the customer to cancel any other instalment.

4.6 The customer acknowledges that, unless otherwise agreed in writing with the Practice, the Practice cannot provide Medicines and/or any Products containing a hygiene seal until all relevant prices have been paid in accordance with clause 8 of this Contract.

5 Title and risk in the Products

5.1 The title to the Products shall pass to the customer on receipt of payment in full for such Products in accordance with clause 8.

5.2 The risk in the Products will transfer to the customer on Delivery of the Products.

6 Customer Obligations

6.1 The customer shall:

6.1.1 co-operate with the Practice, its Team Members and Contractors in all matters relating to the Services and/or the Products;

6.1.2 give prior notice of and provide the Practice, its Team Members and Contractors with all relevant or required site access guidelines, biosecurity requirements and hazards, and such other information and materials as the Practice, its Team Members and Contractors may reasonably require in order to access any premises where a Site Visit is to be conducted, and ensure that such information is complete and accurate in all material respects;

6.1.3 provide the Practice, its Team Members, and Contractors with access to its premises and other facilities (or procure that such access is provided by the relevant party in control of the premises and/or other facilities) as is reasonably required to provide the Services and/or the Products;

6.1.4 provide the Practice, its Team Members and Contractors all fully accurate information and materials (including information relating to the animal's medical history and, where necessary, authorisation to contact other veterinary surgeons to obtain that medical history) as may reasonably be required to supply the Services and/or the Products;

6.1.5 comply with any relevant guidelines in force in relation to the prevention of Covid-19, other diseases and illnesses;

6.1.6 ensure its premises (or any relevant premises) are prepared in such a manner that the Practice, its Team Members or Contractors can supply the Services and/or the Products; and

6.1.7 comply with all applicable laws, including health and safety laws.

6.2 If the Practice's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the customer or failure by the customer to perform any relevant obligation (**Default**):

6.2.1 without limiting or affecting any other right or remedy available to it, the Practice shall have the right to:

(i) suspend performance of the Services until the customer remedies its Default; and

(ii) to rely on the customer's Default to relieve the Practice from the performance of any of its obligations in each case to the extent the customer's Default prevents or delays the Practice's performance of any of its obligations;

6.2.2 the Practice shall not be liable for any costs or losses sustained or incurred by the customer arising directly or indirectly from the customer's failure or delay to perform any of its obligations as set out in this clause 6; and

6.2.3 the customer shall reimburse to the Practice relevant Visit Fee, Initial Consultation Fee and/or Out of Hours Initial Consultation Fee and, on written demand, for any other costs or losses sustained or incurred by the Practice arising directly or indirectly from the customer's Default.

7 Prices

7.1 All fees and other amounts payable, including any relevant Initial Consultation Fees, Visit Fees, Out of Hours Fees, applicable Surcharges and any fees for Products, including Medicines, are subject to VAT at the current rate and may vary depending on: the Team Members/levels of expertise the Practice needs to provide; the time at which an Appointment or Site Visit takes place, whether Small Animals, Equine or Farm Animals are the patient, time spent on a case and according to the Medicines, consumables, materials and any other Products used; or under the terms set out in any Estimate. For the avoidance of doubt, VAT will be applied to all prices at the time payment is requested in accordance with clause 8.

8 Payment Terms

8.1 The Practice may accept payment from the customer by bank transfer, or, with its express agreement, by cash, credit card or debit card at the time the Service and/or the Products are provided.

8.2 In respect of payments by bank transfer, for:

8.2.1 any Services provided pursuant to clause 2, the Practice will invoice the customer on or at any time after the Services are provided.

8.2.2 any Products (which are not Medicines and/or Products containing a hygiene seal) provided pursuant to clause 3, the Practice will invoice the customer on or at any time after completion of Delivery; and

8.2.3 any Medicines and/or Products containing a hygiene seal provided pursuant to clause 3, the Practice will invoice the customer promptly following acceptance of the relevant Order (or as otherwise agreed pursuant to clause 4.6).

8.3 Unless otherwise agreed by the Practice in writing, the customer shall pay each invoice submitted by the Practice:

8.3.1 within thirty (30) days of the date of the invoice; and

8.3.2 in full and by bank transfer in cleared funds to a bank account nominated in writing by the Practice,

and time for payment shall be of the essence of the Contract. All amounts payable by the customer under the Contract are exclusive of amounts in respect of VAT. Where any taxable supply for VAT purposes is made under the Contract by the Practice to the customer, the customer shall, on receipt of a valid VAT invoice from the Practice, pay to the Practice such additional amounts in respect of VAT as are chargeable on the supply of the Services and/or Products at the same time as payment is due for the supply of the Services and/or Products.

8.4 If the customer fails to make a payment due to the Practice under the Contract by the due date then, without limiting the Practice's remedies under clause 20, the customer may, at the election of the Practice, be required to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.4 will accrue each day at up to eight percent (8%) a year above the European Central Bank base rate from time to time, but at up to eight percent (8%) a year for any period when that base rate is below 0%.

8.5 All amounts due under the Contract will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9 Inability to pay

9.1 If, for any reason, the customer is unable to pay for any supply of Services and/or Products pursuant to the Contract, it should discuss the matter with a Team Member, as soon as possible and before any treatment or Services take place or before the Delivery of any Products.

9.2 The Practice retains the right to instruct third party debt collectors in relation to the recovery of payments due to it pursuant to the Contract. By entering into the Contract, the customer acknowledges and agrees that, if requested by the Practice, it shall pay all costs incurred by the Practice during its engagement of any such third party debt collector.

10 Estimates of treatment costs

10.1 Where practicable, the Practice will provide the customer with a written estimate as to the probable costs of Services and/or Products required in order to pursue a course of treatment or surgical procedure ("**Estimate**"). All Estimates are only indicative and should not be regarded as a fixed price. Additional costs which cannot be predicted at the outset may occur as treatments progress. The Practice will make every reasonable effort to discuss any such additional costs wherever possible. Estimates are valid for twenty (20) Business Days.

11 Professional obligations

11.1 The Practice confirms that it shall provide all Services and/or Products under any Contract in compliance with applicable laws and any regulatory requirements on it as a provider of professional veterinary medical services.

12 Medicines

12.1 A veterinary surgeon at the Practice may prescribe prescription only Medicines only for animals under their care. A prescription may not be appropriate if the customer's animal is an in-patient or immediate treatment is necessary. The customer will be informed, on request, of the price of any prescription for Medicine(s) that may be prescribed for its animal(s) and agrees to pay all such fees in accordance with clause 8. Clients are requested to give three (3) Business Days' notice for repeat prescriptions.

12.2 The Practice reserves the right, in its sole discretion, to refuse to provide prescription only medicines where the customer brings a prescription slip to it completed by a veterinary surgeon who is not a Team Member and the

Practice unable to sufficiently verify the genuineness of that prescription slip.

12.3 The Practice cannot refund the cost of returned medicines. Unused Medicines should be returned to the Practice for safe disposal and the Practice will charge for such disposal Services in accordance with clause 2.2.3.

13 Typical Consulting Hours, Emergencies and Out of Hours in-patient care

13.1 The Practice may, subject to availability, provide Appointments and/or Site Visits during the Typical Consulting Hours.

13.2 If the customer requires veterinary assistance or guidance outside of the Typical Consulting Hours, it should call the Practice to be directed to the Practice's out of hours services (**Out of Hours Services**). Where any Out of Hours Services are provided by the Practice, the customer agrees to pay the relevant Out of Hours Fees, including any applicable Surcharge to the Practice (in accordance with clause 8). Where out of hours services are provided by a third party the Contract shall apply to the provision of those services, unless the relevant third party provider requires the customer to enter into separate terms covering those services directly with that third party provider.

13.3 If the Practice accepts an animal for hospitalisation at the Practice overnight or over the weekend, the frequency of checks will be determined by the veterinary surgeon and a Team Member who will then attend the animal as appropriate. For critically ill animals, continuous monitoring can be provided if deemed necessary. To the extent practicable, the Practice will provide the customer with an Estimate in respect of the fees for such inpatient care prior to that care commencing.

14 Second opinions and referrals

14.1 Where the Practice is asked to provide a second opinion, it will always ask for the details of the customer's current veterinary surgeon. The customer consents to their Communication Data being shared with current veterinary surgeon (pursuant to clause 18) to enable the Practice to request the animal's medical history.

14.2 The Practice may suggest referral to a specialist and/or outside consultants for a consultation, investigations or a procedure. If the customer agrees to proceed with the referral, it consents to the Practice sharing its Communication Data with the referral centre or consultant (pursuant to clause 18) to enable the referral centre or consultant to contact the customer. The referral centre or consultant will then notify the Practice of the appointment date and the Practice will arrange for the medical records and any test result, radiographs or similar to be sent to that referral centre or consultant in advance of the appointment.

15 Ownership of records

15.1 The Practice may carry out investigations on the customer's animal. If it does so, it will own the resulting records at all times. The customer may view its animal's clinical notes on request, and the Practice will endeavour to provide the customer with access to those notes within a reasonable time following such a request, subject to any applicable charges under clause 2.2.1 of these Conditions. Copies of the Practice's records may be passed on, by request, to another veterinary surgeon should the need arise.

15.2 The Practice may use the customer's animal's clinical information in an anonymised or pseudo-anonymised form, for activities including quality improvement, research and clinical audit. In this way, the Practice aims to continually improve the care and services it provides. The customer's animal's data will not be shared with third parties outside of the Practice's company group or any of its other veterinary practices.

16 Complaints and standards

16.1 The Practice hopes to ensure that the customer never has recourse to complain about the standards of service it receives. However, if the customer feels there is something it wishes to raise, it should contact a Team Member who will address the customer's concerns and may escalate the issue internally within the Practice as is appropriate. If the customer is not satisfied with the outcome of this process, it should direct its comments within twenty-eight (28) days in writing, to the address indicated on the Practice's Website. An acknowledgement will be sent by return and then a period will elapse while the case is investigated, and reports collated from the Team Member involved. A reply in writing will follow, usually within twenty-eight (28) days although the period may be longer if the Practice's manager or the Team Member involved are temporarily unavailable or delayed.

16.2 The Practice will not tolerate any aggressive, or abusive behaviour to any Team Member, Contractors, or any other client of the Practice, whether at the Premises, during a Site Visit, online or on social media, or otherwise, at any time. Any representative of the customer behaving in such a way will be asked to leave the Practice's Premises immediately and the customer may then be notified in writing that it must find alternative veterinary cover.

17 Liability

17.1 The Practice carries appropriate levels of professional indemnity insurance in respect of its supply of the Services and/or Products to the customer pursuant to this Contract.

17.2 The restrictions on liability in this clause 17 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

17.3 Nothing in this Contract shall exclude or limit either party's liability for:

17.3.1 death or personal injury caused to a human being;

17.3.2 fraud or fraudulent misrepresentation; or

17.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1893 or section 10 of the Sale of Goods and Supply of Services Act 1980. (title and quiet possession).

17.4 Subject to clause 17.3, the types of loss listed in this clause 17.4 are wholly excluded by the parties:

17.4.1 loss of profits;

17.4.2 loss of sales or business;

17.4.3 loss of agreements or contracts;

17.4.4 loss of anticipated savings;

17.4.5 loss of use or corruption of software, data or information;

17.4.6 loss of or damage to goodwill; and

17.4.7 indirect or consequential loss.

17.5 The total liability of either party under or in connection with any Contract, howsoever arising, shall not exceed one hundred per cent (100%) of the total fees paid by the customer to the Practice in accordance with that Contract.

17.6 . All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Contract, including but not limited to any such terms implied by the Sale of Goods Act 1893 or the Sales of Goods and Supply of Services Act 1980.

17.7 The customer acknowledges and agrees that it is responsible for any damage (including as a result of any breach by the customer of the Contract) caused to the Practice's vehicles, equipment or other property while its Team Members or Contractors are visiting the customer's premises (or other relevant premises) or which the customer causes while at the Practice's Premises.

18 Data protection

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

18.2 The parties consider that the only Personal Data that will be Processed under the Contract will be the contact name and related contact details including physical addresses, email addresses of employees and representatives of the customer and of the Practice ("**Communication Data**"). Each party shall for the purposes of the Data Protection Legislation be regarded as a Controller for that Communication Data. The parties agree that the Processing of the Communication Data will be in accordance with Data Protection Legislation and then only for the purposes of performing the Contract.

18.3 If any other Personal Data is to be Processed by the parties under the Contract, then, the parties will agree and enter into a separate data processing agreement in respect of such Personal Data, in line with the Data Protection Legislation.

18.4 For the avoidance of doubt, the Practice may share the customer's information, including Communication Data and/or Personal Data of the Practice's employees, with third party debt collectors, who will use this Communication Data and/or Personal Data in relation to the recovery of outstanding payments from customer as described in clause 9.1. The Practice's lawful basis for the sharing of such Communication Data and/or Personal Data shall be that it is in the Practice's legitimate interest to secure payment from the Customer in relation to Services and/or Products the Practice has provided in accordance with the Contract.

19 Intellectual property rights

19.1 All Intellectual Property Rights in or arising out of or in connection with the Services and/or the Products (other than Intellectual Property Rights in any materials provided by the customer) shall be owned by the Practice (to the extent they are not already owned by a third party).

19.2 The customer grants to the Practice a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the customer to the Practice for the term of the Contract for the purpose of providing the Services and/or the Products to the customer.

20 Termination

20.1 Without affecting any other right or remedy available to it, the Practice may terminate the Contract with immediate effect without cause or liability to the customer.

20.2 The customer may terminate the Contract by giving twenty-eight (28) days' written notice to the Practice.

21 Consequences of termination

21.1 On termination of the Contract:

21.1.1 At the Practice's request, the customer shall immediately pay to the Practice all of the Practice's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, the Practice shall submit an invoice, which shall be payable by the customer immediately on receipt;

21.1.2 Subject to clause 21.1.1, the customer shall pay to the Practice all of the Practice's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, the Practice shall submit an invoice, which shall be payable by the customer, in accordance with clause 8.

21.1.3 The customer shall:

(i) on receipt of a request pursuant to clause 21.1.1, immediately; or

(ii) otherwise, not later than the date on which they pay the relevant invoice pursuant to clause 21.1.2;

return all of the Products for which it has not fully paid. If the customer fails to do so, the Practice may enter the customer's premises and take possession of them. Until the relevant Products have been returned, the customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

21.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

21.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

22 Force majeure

22.1 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 if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (but not limited to) acts of God, flood, drought, earthquake or other natural disaster, epidemics or pandemics, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors and/or interruption or failure of utility service (a **Force Majeure Event**).

23 General

23.1 Assignment and other dealings

23.1.1 The Practice may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

23.1.2 The customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Practice.

23.2 Notices

23.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service, or otherwise by non-next working day delivery service:

(A) for the customer, at its registered office (if a company) or its principal place of business (in any other case); and

(B) for the Practice, at the Practice's Premises; or

(ii) sent by email to the address specified:

(A) for the customer, when it places the Order (or such email address as the customer may later specify in writing); and

(B) for the Practice, as the Practice's Email.

23.2.2 Any notice or communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

(iii) if sent by non-next working day delivery service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; and

(iv) if sent by email, at the time of transmission, or, if this time falls outside Typical Consulting Hours in the place of receipt, when Typical Consulting Hours resume.

23.2.3 This clause 23.2.3 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

23.3 **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 23.3 shall not affect the validity and enforceability of the rest of the Contract.

23.4 **Waiver**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

23.5 **No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23.6 Entire agreement

23.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.

23.6.3 Nothing in this clause shall limit or exclude any liability for fraud.

23.7 Third party rights

23.7.1 These Conditions do not and no Contract agreed hereunder shall give rise to any rights of third parties..

23.7.2 The rights of the parties to rescind or vary these Conditions are not subject to the consent of any other person.

23.8 **Variation**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives). The Practice reserves the right to change these Conditions at any time. A new version of the Conditions will be posted on the Practice's Website and will take effect immediately upon posting. If the customer places an Order after the new Conditions come into effect, the customer will be deemed to have indicated its agreement to be bound by those new Conditions under any new Contract.

23.9 **Governing law**

The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Republic of Ireland.

23.10 **Jurisdiction**

Each party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 – Interpretation

Interpretation

1. The following definitions and rules of interpretation apply in these Conditions.

Definitions:

"Appointment" means a meeting with a Team Member at the Practice's Premises.

"Business Day" means a day other than a Saturday, Sunday or public holiday applicable to the Practice's home jurisdiction.

"Commencement Date" has the meaning given in clause 1.3.

"Conditions" has the meaning set out at the beginning of this document.

"Contract" means the contract between the Practice and the customer for the supply of Products and/or Services in accordance with these Conditions.

"Contractors" means any consultant, locum, student or other contractor or individual engaged by the Practice.

"Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures" means 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 Ireland including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018 (Act No.7/2018); the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2011 (SI 336/2011) as amended.

"Delivery" occurs when the Products arrive at the Delivery Location pursuant to clause 4.1.2 or, if earlier, when the Products are collected from the Practice by the customer pursuant to clause 4.1.1.

"Delivery Location" has the meaning given in clause 4.1.2.

"Due Date" has the meaning given in clause 4.2.1.

"Equine" means any horse or other member of the horse family which (acting reasonably) the Practice is willing to treat.

"Estimate" has the meaning set out at clause 10.1 of these Conditions.

"Farm Animals" means any animal kept for the production of food, wool, skins or fur or for the purpose of its use in the farming of land or the carrying on of any agricultural activity which (acting reasonably) the Practice is willing to treat.

"Force Majeure Event" has the meaning given to it in clause 22.

"Initial Consultation Fee" means the relevant initial fee relating to an Appointment or a Site Visit, as communicated to the customer by the Practice at the time it places an Order or at an appropriate alternative time by a Team Member.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

"Medicines" means a pharmaceutical product for the treatment of an animal.

"Order" means the customer's order for the supply of Products and/or Services, placed in accordance with clause 1.

"Out of Hours Initial Consultation Fee" means the relevant Out of Hours Initial Consultation Fee, as communicated to the customer by the Practice at the time it places an Order or at an appropriate alternative time by a Team Member.

"Out of Hours Fee" means the relevant Out of Hours Initial Consultation Fee and Surcharge, together with any applicable Visit Fee, as communicated to the customer by the Practice at the time it places an Order or at an appropriate alternative time by a Team Member.

"Out of Hours Services" has the meaning given at clause 13.2.

"Practice" has the meaning set out at the beginning of these Conditions.

"Practice's Email" means the email address(es) communicated to the customer by the Practice, as may be updated from time to time on the Practice's Website.

"Practice's Premises" means the location at which the Practice is based.

"Practice's Website" means the Practice's website at https://www.smithfoleyvet.com/

"Products" means the products (or any part of them) set out in the Order, including Medicines.

"Services" means the services supplied by the Practice to the customer.

"Site Visit" means an appointment requiring at least one Team Member to attend at premises which are not the Practice's Premises.

"Small Animals" means any animal which is not an Equine or Farm Animal and which (acting reasonably) the Practice is willing to treat.

"Standard Delivery Date" has the meaning set out at clause 4.2.2.

"Surcharge" means any relevant surcharge applicable to an Appointment, Site Visit, or Out of Hours Services, including those calculated, per Team Member, according to the relevant Standard Hourly Rate and/or Out of Hours Hourly Rate, as communicated to the customer by the Practice at the time it places an Order or at an appropriate alternative time by a Team Member.

"Team Member" means an employee, director or officer of the Practice or a member of its corporate group.

"Typical Consulting Hours" means the typical consulting hours communicated to the customer by the Practice, as may be updated from time to time on the Practice's Website.

"VAT" means value added tax or any equivalent tax chargeable in the Republic of Ireland from time to time.

"Visit Fee" means the relevant visit fee, calculated as communicated to the customer by the Practice at the time it places an Order (or at an appropriate alternative time by a Team Member).

2. Interpretation:

2.1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.2. A reference to a party includes its successors and permitted assigns.

2.3. A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

2.4. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

2.5. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the

words, description, definition, phrase or term preceding those terms.

2.6. A reference to writing or written includes email but not fax.