

YAN FARM HEALTH LIMITED
TERMS AND CONDITIONS OF BUSINESS

These Conditions should be read in conjunction with our engagement letter or our written confirmation that we will provide you with certain goods and/or services. These Conditions are incorporated into all contracts pursuant to which Yan Farm Health Limited provides goods and/or services to its clients.

The expressions “YFH”, “we”, “us” and “our” refer to Yan Farm Health Limited, and “Client”, “you” and “your” refer to you (our client), whether you are an individual trading as a sole trader, more than one individual trading as a partnership, a body corporate, or any other type of organisation.

1 Interpretation

1.1 The following definitions apply in these Conditions:

“**Business Day**” a day other than a Saturday, Sunday or public holiday in England.

“**Conditions**” these terms and conditions as may be amended in accordance with clause 11.5.

“**Contract**” the contract between YFH and the Client for the supply of Goods and/or Services in accordance with these Conditions.

“**Client**” the person which purchases the Goods and/or Services from YFH.

“**Goods**” means the medicines, consumables and other goods which we agree to sell to you.

“**Services**” means the services we agree to provide to you.

1.2 A reference to **writing** or **written** includes email.

2 Provision of Services

We will use all reasonable endeavours to meet any timescales which we provide for non-emergency Services, such as routine visits, the provision of reports and the reporting of lab test results, but these timescales are estimates only. If you need an emergency visit, we will endeavour to have a vet arrive at your farm as soon as possible, however this is subject to our vets’ availability and location.

3 Sale of Goods

3.1 Any quotation which we give you for an order of Goods shall not constitute an offer, and is only valid for a period of 5 working days from its date of issue, unless otherwise agreed.

3.2 We may substitute any orders for Goods which you place if we are no longer able to sell you the Goods you ordered due to a change in supplier, availability, law, regulation, licence or standards.

3.3 It is your responsibility to ensure that all Goods are stored and used in accordance with the instructions shown on the label or as otherwise advised to you.

3.4 We will agree with you whether you will collect the Goods from us, or we will deliver the Goods to you, in which case we shall do so to your usual farm address, unless otherwise agreed. Delivery of the Goods shall be completed when they are collected by you, or when they are unloaded at your usual farm address or such other place that we agree to deliver them to (as applicable).

3.5 We may deliver an order in instalments. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

3.6 Any dates quoted for delivery of the Goods are approximate only.

3.7 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining equivalent replacement goods in the cheapest equivalent market, less the price of the Goods.

3.8 Title to and risk in the Goods shall pass to you on completion of their delivery.

4 Problems with the Goods

4.1 You acknowledge that we are not the manufacturer of the Goods, and accordingly the only warranties we provide to you in respect of the Goods are:

4.1.1 that the Goods will be provided subject to the same warranties which we have the benefit of under the terms upon which we purchased them, to the extent that we are able to enforce them on your behalf or you are able to enforce them against the relevant manufacturer directly; and

4.1.2 that we have stored the Goods in appropriate conditions prior to their delivery to you.

- 4.2 We shall, at our option, replace or refund the price of any Goods that do not meet the warranties in clause 4.1, provided that:
- 4.2.1 you give us notice within a reasonable time of discovery of the problem with the Goods;
 - 4.2.2 we are given a reasonable opportunity of examining such Goods;
 - 4.2.3 (if we ask you to do so) you return such Goods to us;
 - 4.2.4 you comply with any conditions attached to the applicable manufacturer's warranty; and
 - 4.2.5 (if we have not breached clause 4.1.2) we obtain replacement goods or a refund for the goods from the applicable manufacturer.

4.3 Except as provided in this clause 4, we shall have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.4 The terms of these Conditions shall apply to any replacement Goods supplied by us.

5 Goods cannot be returned

5.1 Once we have accepted each order for Goods that you place with us, that constitutes a legally binding commitment on your part to purchase the Goods from us, on a non-returnable basis. You cannot cancel an order for Goods which you have placed with us at any point, nor return any Goods to us, unless there are exceptional circumstances, and this is approved by a director of YFH.

5.2 **We will not accept returns of cold chain medicines in any circumstances.**

6 Charges and Payment

6.1 Our charges for our Services are calculated by reference to our fixed monthly fees, standard hourly rates (rounded up to the nearest five minutes) and our fixed fees (as applicable). We have different rates depending upon whether you require our services in standard hours or out of hours. Details of what days and times constitute standard hours, our fixed monthly fees, our standard hourly rates and our fixed fees for certain procedures, are available on request and may be updated from time to time.

6.2 Our prices for lab tests and Goods shall be our standard prices as at the date you order them and shall be exclusive of any delivery costs we may charge. We may increase the price of the Goods to reflect any increase in the cost of the Goods to us that is due to any factor beyond our control.

6.3 We shall invoice you any standard monthly charge we have agreed, any other charges for Services, lab tests run, and Goods bought following the end of every month. Our invoices are due for payment in full and in cleared funds to our bank account within 30 days of the date of our invoice.

6.4 All amounts payable to us are exclusive of VAT which shall be added to our invoice.

6.5 If you fail to make a payment due to us by the due date, then, without affecting any other right or remedy available to us, we may:

6.5.1 charge you interest on the overdue sum from the due date until payment, whether before or after judgment, at the rate of 8% **PLUS** Bank of England Base Rate per annum calculated on a daily basis; and/or

6.5.2 suspend all further deliveries of Goods and/or the supply of Services, except for the provision of emergency care only.

6.6 All amounts due to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.7 We also reserve the right to set credit limits, and may require you to pay for goods or services prior to delivery so that your credit limit is not exceeded.

7 Limitation of Liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1 Nothing in the Contract will limit any liability that YFH may have to you in respect of any loss caused by YFH's fraud, fraudulent misrepresentation or in any other situation where the law prohibits YFH from excluding or limiting its liability to you, including (without limitation) in respect of any death or personal injury resulting from its negligence.

7.2 In all other cases, YFH limits its liability (and that of its directors, consultants, employees, agents and its successors) for any claim made in respect of YFH's negligence and/or breach of contract or in any other way arising from each matter to a maximum aggregate amount of £1,000,000, unless we have specifically agreed a higher level of liability with you in writing. YFH accepts the benefit of this limitation as agent and trustee for each of its directors, consultants, employees, agents and successors.

- 7.3 The extent to which any loss or damage will be recoverable by you from YFH will also be limited so as to be in proportion to YFH's contribution to the overall fault for such loss or damage, taking into account any contributory negligence by you and any negligence by your other advisers and/or by any third party responsible to you and/or liable in respect of such loss or damage.
- 7.4 The directors, consultants, employees, agents and successors of YFH may themselves rely on the limitations of liability stated in clause 7.2 and/or 7.3 above.
- 7.5 We will not be liable for any losses, damages, costs and expenses arising from or connected with our compliance with any obligation under which we have (or in good faith we believe we have) a duty under the laws of the United Kingdom.
- 7.6 We shall not be liable if and to the extent that our performance of any of our obligations is prevented or delayed by any act or omission of yours, or by your failure to perform any relevant obligation, nor shall we be liable for any costs or losses sustained or incurred by you arising directly or indirectly as a result of such act, omission or failure on your part.

8 Termination

- 8.1 Without affecting any other right or remedy available to it, either you or we may terminate the Contract by giving the other not less than 14 days' written notice.
- 8.2 On termination of the Contract you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.
- 8.3 Termination of the Contract shall not affect your or our rights, remedies, obligations and liabilities that have accrued up to the date of termination.
- 8.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

9 Events beyond your or our reasonable control

Neither you nor we shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of our respective obligations under the Contract if such delay or failure result from events, circumstances or causes beyond our respective reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

10 Notices

- 10.1 Any notice given under or in connection with the Contract shall be in writing and may be given, and is deemed received:
- 10.1.1 delivered by hand to its principal place of business: on signature of a delivery receipt or when the notice is left at the address;
 - 10.1.2 sent by pre-paid first-class post to its principal place of business: at 9.00 am on the second Business Day after posting; or
 - 10.1.3 sent by email:
 - 10.1.3.1 to YFH: office@yanfarmhealth.co.uk
 - 10.1.3.2 to the Client: any email address provided by the Client to YFH, at 9.00 am on the first Business Day after sending.
- 10.2 This clause 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.

11 General

- 11.1 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.
- 11.2 **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.

- 11.3 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 11.4 **Variation.** We reserve the right to update these Conditions from time to time, but we shall notify you if we do so. These Conditions supersede any earlier terms and conditions which we may have sent you and apply to all services which we provide for you.
- 11.5 **Governing law.** The Contract and any dispute or claim (including without limitation 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 law of England and Wales.
- 11.6 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including without limitation non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Yan Farm Health Limited is a private company limited by shares under the Companies Act 2006 registered in England and Wales with number 13125113 and with its registered office at Aireside House, Aireside Business Centre, Royd Ings Avenue, Keighley, BD21 4BZ.

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