



COTTS EQUINE LIMITED
EQUINE CARE PLANS
TERMS & CONDITIONS OF BUSINESS

1. INTERPRETATION

THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Care Plan: Means any of the following:

- a. a) Equine Care Plan F [Protect](#)
- b. b) Equine Care Plan F [Premium](#)

The services offered and the Monthly Fee of each respective Care Plan are outlined in Schedule 1

Care Plan Application Form: the form signed by the Customer indicating the particular Care Plan they wish to purchase from the Supplier

Chosen Care Plan: The Care Plan selected by the Customer in the Care Plan Application Form.

Charges: the charges payable by the Customer for the supply of the Services

Charging Rate: the fees determined by the directors of the Supplier for veterinary services included within and in addition to the Care Plan

Commencement Date: the start date chosen by the Customer on the Care Plan Application Form.

Conditions: these terms and conditions as amended from time to time.

Customer: the person or firm who purchases a Care Plan from the Supplier.

Customer Default: has the meaning set out in Clause 3.2

Monthly Fee: the fee payable in relation to the Customer's Chosen Care Plan

Payment Date: the date the Monthly Fee is payable as agreed between the Supplier and the Customer

Services: the provision of the Services outlined in the Customer's Chosen Care Plan provided by the Supplier to the Customer

Supplier: COTTS EQUINE LIMITED registered in England and Wales with company number 05317942

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 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.

1.5 A reference to **writing** or **written** includes faxes and emails.

2. SUPPLY OF SERVICES

2.1 The Supplier shall supply the Services to the Customer.

2.2 The Supplier reserves the right to amend the Conditions and the Care Plan if necessary

2.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

2.4 The Supplier shall keep all materials, equipment, documents used to provide the Services in good condition and to maintain a record of all work provided relating to the Services.

3. CUSTOMER'S OBLIGATIONS

3.1 The Customer agrees by the signing the Care Plan Application Form to be bound by the Conditions.

3.2 The Customer shall:

(a) pay the Monthly Fee on the Payment Date.

(b) co-operate with the Supplier in all matters relating to the Services and their Chosen Care Plan;

(c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, in order for the Supplier to provide the Services

(d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

(f)

3.2 If the Supplier'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 (**Customer Default**):

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the customer Default.
- (d) In the event of Customer Default the Supplier reserves the right to invoice the customer for the full cost of the Services provided

4. Charges and payment

- 4.1 The Charges for the Services are outlined in Schedule 1 as varied by the Supplier from time to time to be communicated to the Customer in writing.
- (a) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by any third party whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 4.2 If the Customer fails to make a payment due to the Supplier under the Contract by the Payment Date, then, the Supplier reserves the right to terminate the Customer's Chosen Care Plan with immediate effect or to invoice the Customer at the Supplier's Charging Rate.
- 4.3 The Supplier will charge for work not covered by the Customer's Chosen Care Plan at the Supplier's Charging Rate.

5. DATA PROTECTION AND DATA PROCESSING

- 5.1 The Supplier shall take reasonable steps to ensure that the Customer's information is kept secure and confidential
- 5.2 Nothing in the Contract shall limit or exclude the Supplier'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;
- 5.3 This *Clause 5* shall survive termination of the Contract.

6. TERMINATION

- 6.1 Neither party may terminate the Care Plan within the first one year following the Commencement Date
- 6.2 Without affecting any other right or remedy available to it, either party may subject to clause 6.1 above terminate the Care Plan by giving the other party three months' written notice.
- 6.3 Without affecting any other right or remedy available to it, either party may terminate the Care Plan with immediate effect by giving written notice to the other party if:
 - (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

- (c) the other party suspends, or threatens to suspend, or ceases or threatens to renege on a term of the Conditions
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Care Plan has been placed in jeopardy.

6.4 Without affecting any other right or remedy available to it, the Supplier may terminate the Care Plan with immediate effect by giving written notice to the Customer if:

- (a) the Customer fails to pay any amount due under the Care Plan on the due date for payment; or

6.5 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Care Plan or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Care Plan on the due date for payment,

7. Consequences of termination

7.1 On termination of the Care Plan the customer shall immediately pay to the supplier any outstanding or unpaid Monthly Fee and outstanding invoice(s).

7.2 Termination of the Care Plan shall not affect any rights, remedies, obligations or 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 Care Plan which existed at or before the date of termination

7.3 any provision of the Care Plan that expressly or by implication is intended to come into or continue in force on or after termination of the Care Plan shall remain in full force and effect.

8. Severance.

If any provision or part-provision of the Care Plan or the Conditions 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 shall not affect the validity and enforceability of the rest of the Contract.

9 Governing law.

The Care Plan, 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 law of England and Wales.

10. Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales 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

CARE PLAN INFORMATION