

Corazon Health Limited
Standard Terms of Business

1. Parties

- 1.1. The party purchasing services from Corazon Health Limited will be referred to as the Buyer.
- 1.2. Corazon Health Limited shall be referred to as the Provider.

2. General

- 2.1. In the event that the Parties have a signed contract agreement or other written agreement in place, the terms of said agreement will take precedence over these standard terms of business.
- 2.2. The Provider reserves the right, at their sole discretion, to modify or replace these standard terms of business at any time. If a revision is material the Provider will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Providers sole discretion.

3. Services

- 3.1. The services provided will be as published within Provider service description documentation or quotation.
- 3.2. The Provider will, at all times, operate within their internal procedure and policy and agrees that any services performed by it shall be performed by appropriately qualified and trained personnel with due care and diligence, working within appropriate professional quality standards.
- 3.3. Where services are delivered at a Buyer site they will ensure that the venue for the service will:
 - 3.3.1. Be suitable in size
 - 3.3.2. Have adequately privacy
 - 3.3.3. Contain a desk and two DSE compliant chairs
 - 3.3.4. Have access to power
 - 3.3.5. Allow internet connectivity and access through IT systems to the following site:
 - 3.3.5.1. <https://chl.cohort.hosting/Cohort10>
 - 3.3.6. Be in the vicinity of toilet facilities.

4. Fees

- 4.1. The Provider will invoice the Buyer in accordance with the charges published within service description documentation, statement of work or quotation.
- 4.2. In the event that a representative of The Buyer damages Supplier equipment, wilfully or by accident, then The Buyer will be liable for any replacement or repair costs that are incurred in returning the equipment to functionality.
- 4.3. The Provider reserves the right to adjust charges, at any time, in line with any increase in incurred charges from the supply chain.
- 4.4. Any alteration to the charges will be provided in writing, giving at least one months' notice.

5. Invoicing

- 5.1. The Provider will invoice the Buyer's finance contact in arrears for services delivered.
- 5.2. Invoices shall be in a set format showing a breakdown of services provided and the invoice amount.
- 5.3. A system of case numbering will be utilised on the invoices to preserve employee confidentiality, where applicable. A log of employee names which relate to the case numbers will be made available to the nominated contact via a secured web portal.
- 5.4. In the event that the Buyer utilises a Purchase Order number system or other method of securing payment, they will be required to provide such information to the value of the service being delivered to accounts@corazonhealth.co.uk. Without this information, service delivery may be withheld until it is issued.

6. Cancellation

- 6.1. In the event that any pre-booked service is: Rescheduled; Cancelled; or Not Attended (to include failure to answer a booked telephone/video call at the assigned time) a charge will be incurred relevant to the notice given to the Provider:
 - 6.1.1. Within two working days of the scheduled service, 100 per cent of the service charge will be incurred;
 - 6.1.2. Between two and seven working days of the scheduled service, 50 per cent of the service charge will be incurred.

- 6.2. The Provider reserves the right to charge 100 per cent of any external (third Party) services not attended or if rescheduled or cancelled within ten working days.
- 6.3. For clarification purposes;
 - 6.3.1. Any service will be deemed as booked once it has been confirmed by e-mail notification, text message, letter or any mixture of these confirmation methods.
 - 6.3.2. Nonattendance of an appointment will be recorded should the attendee fail to arrive (physical appointments) or answer (telephone / video appointments) in time for the service to be delivered at the confirmed start time. For the avoidance of doubt any delay in commencement of the appointment in excess of 10 minutes will be considered nonattendance.
 - 6.3.3. Should a service be booked to occur within two working days of the date at which it was booked, the full charge will be incurred should the service be rescheduled, cancelled or not attended.

7. Payment

- 7.1. Payment of Provider invoices by the Buyer shall be strictly within thirty days from date of invoice and VAT, where applicable, is charged at the prevailing rate.
- 7.2. All amounts invoiced will be in pounds sterling (GBP) and are subject to VAT, where applicable, at the prevailing rate.
- 7.3. If any invoice is disputed, the Buyer shall make payment as aforesaid of any undisputed portion and the Parties shall use reasonable endeavours to resolve the dispute as a matter of urgency.
- 7.4. Pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and subsequent amendments, if payment is not received within sixty days the Provider reserves the right to charge interest at the rate of 5% above base rate as set by The Bank of England.

8. Occupational Health Records

- 8.1. Any Occupational Health Records shall be held by the Provider in a secure and confidential manner in accordance with their medical records policy, current and relevant guidance and Data Protection Legislation, as well as the Faculty of Occupational Medicine of the Royal College of Physicians' and the Nursing and Midwifery Council's guidelines on the storage of clinical records.
- 8.2. The Provider will be the sole custodian of the occupational health records held or generated during service provision to the Buyer.

9. Confidentiality

- 9.1. The Provider, its employees and agents will, at all times, keep confidential and secret and will not disclose to any person (other than a person so authorised by the Provider on a need to know basis), any information, materials or documents acquired in connection with the Services which concern the identity, medical condition, treatment received or other personal data (within the meaning of the Data Protection Act 2018) of any employee.

10. Data Protection

- 10.1. Data handling shall be governed by The Provider's Privacy Notice.
www.corazonhealth.co.uk/news/gdpr-privacy-notice
- 10.2. All Provider staff and subcontractors are subject to data training and where appropriate background checks.
- 10.3. Data storage and processing shall be conducted through Cohort, a secure industry specific web-based platform, that holds relevant data security accreditation and details are available on request.
- 10.4. An data subjects written consent is required by Applicable Law before access to medical information can be provided to others. Confidentiality is not an absolute duty; therefore, the Provider can disclose personal information under certain circumstances, including:
 - 10.4.1. By law;
 - 10.4.2. With the data subjects consent;
 - 10.4.3. If it is justified in the public interest, including for the protection of the data subject him/herself and other staff or the public they may come into contact with.

11. Health & Safety

- 11.1. The Buyer will be responsible for informing the Provider and its staff of any specific Health & Safety protocol or procedures, including evacuation in the event of an emergency, that must be adhered to in the event they attend a Buyer location.
- 11.2. The Buyer will ensure that all Provider staff are not left alone in the building they are situated in, to include any work conducted outside of standard hours.

11.3. The Provider will notify the Buyer, during service provision, of any situation that is reportable by them under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR), any injury reported by an employee to the Provider, any health condition that the Supplier has concerns that could adversely affect the Buyers other employees and its production or its business.

12. Insurances

12.1. The Provider will hold insurances in relation to its business activities as follows and ensure the policies provide sufficient cover for all services outlined in these terms and conditions.

12.1.1. Medical Malpractice and Professional Indemnity insurance - £5,000,000.00.

12.1.2. Public and Product liability insurance - £5,000,000.00.

12.1.3. Employer's Liability insurance - £10,000,000.00.

13. Liability

13.1. Nothing in this Agreement shall limit or exclude the liability or remedy of either Party:

13.1.1. For death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

13.1.2. For fraud or fraudulent misrepresentation;

13.1.3. For breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

13.1.4. Under any indemnity in this Agreement; or

13.1.5. For any act, omission or matter, liability for which may not be excluded or limited under Applicable Law.

13.2. Subject to Clause 13.1, neither Party will be liable to the other for any indirect, special, consequential loss or loss of profits.

13.3. Subject to Clause 13.1, each Party's total aggregate liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited to 125% of the aggregate amount paid and/or payable to the Provider pursuant to this Agreement.

14. Force Majeure

14.1. The Provider shall not be in breach of these terms and conditions if there is any total or partial failure of performance by it of its duties and obligations, occasioned by any act of God, fire, act of Government or state war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond its control.

15. Notice

15.1. All notices, requests, demands or other communications required or permitted by the terms of these terms and conditions will be given in writing and delivered as follows:

15.2. Corazon Health Limited, 5-6 The Mill, Copley Hill Business Park, Cambridge Road, Cambridge, England, CB22 3GN

16. Assignment

16.1. The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under these terms and conditions without the prior written consent of the Buyer.

17. Entire Agreement

17.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting these terms and conditions except as expressly provided in these terms and conditions.

18. Enurement

18.1. These terms and conditions will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

19. Titles/Headings

19.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting these terms and conditions.

20. Governing Law

20.1. It is the intention of the Parties to these terms and conditions that these terms and conditions and the performance of Services under these terms and conditions, and all suits and special proceedings under these terms and conditions, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

21. Modern Slavery Act 2015

- 21.1. The Provider acknowledges that as an organisation carrying out business in the UK it is required to comply with the Modern Slavery Act 2015. The Provider warrants that it does so and will take steps to ensure its operations and supply chains are trafficking and slavery-free, including without limitation imposing substantially similar obligations to those in this clause where it is permitted to subcontract its obligations under these terms and conditions so that multi-level supply chains are addressed. The Provider acknowledges and agrees that any breach of this warranty will constitute a material remediable breach of these terms and conditions.
- 21.2. The Provider warrants that neither it nor any of its officers, employees, nor so far as it is aware any subcontractor or other persons associated with it, have been convicted of any offence involving slavery and human trafficking. The Provider acknowledges and agrees that any breach of this warranty will constitute an irremediable breach of these terms and conditions.

22. Severability

- 22.1. In the event that any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of these terms and conditions.

23. Waiver

- 23.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of these terms and conditions by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.