

Terms and Conditions for the supply of services by Veterinary Oncology Services Ltd (VOS Veterinary Specialists)

These Terms and Conditions set out the contractual basis on which VOS provides services to You (the Client).

VOS is a trading name of Veterinary Oncology Services Ltd, whose registered office is 5 Greenhill Terrace, SO225EB, Winchester, UK.

The client is deemed to have accepted these Terms and Conditions when registering on our website or from the date of any performance of the Services (whichever happens earlier).

The client acknowledges that he or she has not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

VOS provides services worldwide by telephone, email, camera connections through eg Skype, Zoom, etc and from uploading scans to third-party data providers or through our software platform.

1. Definitions

In these Terms and Conditions;

1.1 “**Advice**” means any advice provided by VOS where You have accepted these terms and conditions and created a Case with us;

1.2 “**Authorised Users**” means any employee, contractor, affiliate or other third party of the Client authorised to receive the Services on behalf of the Client;

1.3 “**Case**” means the details of a Client case, including all Client Materials, submitted to VOS by the Client (in respect of which the Services are provided);

1.4 “**Client**” or “**You**” means You, being the person, firm or company purchasing the Services;

1.5 “**Client Materials**” means any oral or written description recorded or noted, digital or photographic materials, images, documents provided by the Client.

1.6 “**Confidential Information**” means any information provided or otherwise made available by either Party (whether before, on or after the commencement of the Contract) to the other Party and which is marked as “confidential”, or is stated to be confidential, or is reasonably understood in the circumstances of the Advice to be confidential;

1.7 “**Contract**” means this contract for services entered into between the Client and VOS incorporating these Terms and Conditions;

1.8 “**Fees**” means the fees payable to VOS by the Client in relation to each Case as specified by VOS prior to commencement of the Services and shall include any disbursements or expenses which are specified. The Client shall also be responsible for any sales tax or VAT chargeable on the Fees;

1.9 “**Instructions**” means details and background to any Case provided by the Client for the purpose of obtaining Advice

1.9 “**Registration**” means online registration by the Client on VOS’s website;

1.10 “**Case Report**” means a report created or developed by or on behalf of VOS for the Client in relation to a Case;

1.11 “**Services**” means the services to be provided to the Client by VOS in respect of each Case together with any other services that VOS provides or agrees to provide to the Client;

2. Supply of Services

VOS warrants that it will use reasonable care and skill in our performance of the Services offered by VOS on our website. VOS can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and VOS will notify the Client if this is necessary.

VOS will use its reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of its obligations.

VOS is committed to respond to uploaded cases on the website within 4 working days. Cases will remain opened for a period of 30 days to provide the follow-up period.

All Reports are an interpretation of written clinical reports, laboratory results and imaging findings. The Client shall be responsible for application of the Report in its practice and VOS shall not be responsible or liable for such application or any determination made on the basis of such reports in respect of the Client’s practice. In particular, the Client undertakes to verify that any recommendations for treatment are in line within the local licensing rules, dosage rules and any other legal or safety requirement of their particular geographic location.

VOS may need certain information from You so that we can carry out the Services. We will contact You to ask for this information. If You do not give us this information within a reasonable amount of time of us asking for it, or if You give us incomplete or incorrect information we will not be liable for any delay in providing Advice or other veterinary service or any injury or death caused to an animal as a result.

The Client obligations

The Client shall ensure that the details of the Background Materials are complete and accurate;

The client must obtain any permissions, consents, licences or otherwise that VOS needs and must give us access to any and all relevant information, materials, properties and any other matters which we need to provide the Services. If the Client does not comply with the aforementioned clause, we can terminate the Services.

VOS is not liable for any delay or failure to provide the Services if this is caused by the client’s failure to comply with the provisions of this section (The client obligations).

The Client shall send Client Materials and instructions to VOS and shall not to the consultants or employees of VOS directly.

The Client is fully licensed as a veterinary surgery in every jurisdiction in which it examines, diagnoses and/or treats animals and it is a further condition of this Contract that the Client at all times complies with all relevant laws and regulations in such jurisdictions pertaining to the examination, diagnosis and treatment of animals. The Client undertakes and warrants to VOS that it shall maintain such licensing and observe all such laws and regulations for the duration of the Contract.

Where the Client is not a licensed veterinary surgery, VOS may agree to waive the above condition provided that it shall be a condition of this Contract that the Client maintains a veterinary surgeon as an employee or consultant of the Client who is fully licensed in every jurisdiction in which he or she examines, diagnoses and/or treats animals and who is nominated by the Client as the sole recipient to receive and analyse reports from VOS. It is a further condition of this Contract that such veterinary surgeon shall at all times comply with all relevant laws and regulations in such jurisdictions pertaining to the examination, diagnoses and treatment of animals. The Client undertakes and warrants to VOS that it shall maintain the employment or consultancy of such veterinary surgeon and warrants that such veterinary surgeon shall observe all such laws and regulations for the duration of the Contract.

If VOS's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Client, its agents, sub-contractors, consultants or employees, VOS shall not be liable for any costs, charges or losses sustained or incurred by the Client that arise directly or indirectly from such prevention or delay.

Storage and Publicity

VOS shall be entitled to name the Client in its published lists of clients, and to use anonymised copies and images of the Deliverables in VOS's own publicity materials as examples of VOS's work for the Client and the Client hereby consents to such activities.

VOS shall be entitled to maintain and store Client Materials and shall have the right to publish anonymised Client Materials for publicity, lecturing, training or other purposes and the Client hereby consents to such activity and hereby grants to VOS a perpetual, non-exclusive, irrevocable, transferrable and royalty-free licence to use the Client Materials for such purposes.

Fees

The fees (Fees) for the Services are set out on our website.

The client must pay us for any additional services provided by VOS that are not specified in the quotation in accordance with its then current, applicable daily rate in effect at the time of performance or such other rate as may be agreed between us.

Cancellation and amendment

If the Client wants to amend any details of the Services the Client must tell VOS in writing as soon as possible. VOS will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to the Client.

If, due to circumstances beyond our control, including those set out in the clause below (circumstances beyond a party's control), VOS has to make any change in the Services or how they are provided, VOS will notify the client immediately. VOS will use reasonable endeavours to keep any such changes to a minimum.

Payment

VOS will either invoice or accept credit/debit card payment from the client for payment of the Fees before VOS starts providing the Services.

The Client must pay the Fees due in accordance with any credit terms agreed between the Parties.

Time for payment shall be of the essence of the Contract.

All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.

If the Client does not pay within the period set out above, VOS can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, the client.

Termination

VOS can terminate the provision of the Services immediately if the Client:

commits a material breach of your obligations under these Terms and Conditions; or

fails to make pay any amount due under the Contract on the due date for payment; or

enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or convene any meeting of the Client's creditors, enter into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of the client's assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of the client, notice of intention to appoint an administrator is given by the Client or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or

petition presented to any court for the Client's winding up or for the granting of an administration order in respect of the client, or any proceedings are commenced relating to the Client's insolvency or possible insolvency.

Intellectual property

VOS reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. VOS reserves the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

All intellectual property rights and other rights in the background materials shall (as between VOS and the Client) remain the property of VOS.

VOS hereby grants to the Client a non-exclusive, royalty free, non-sub-licensable and revocable licence to use the Services provided for the purposes of the operation of the Client's veterinary surgery, practice, hospital or clinic (including the right to show the Services provided to customers of the Client).

The Client shall not reproduce or publish the Services provided without the prior written consent of VOS.

Confidentiality

Each Party agrees to use the other Party's Confidential Information solely for the purposes of the Contract and not, at any time during the term of the Contract or for a period of one (1) year thereafter, to disclose the same whether directly or indirectly, to any third party (other than, in the case of VOS, to its sub-contractors who are under equivalent obligations of confidentiality as are contained herein) without the other Party's prior written consent.

The restriction in the above clause shall not apply to Confidential Information: (a) which was public knowledge or already lawfully known to the receiving Party at the time of disclosure to it, or (b) which subsequently becomes public knowledge other than by a breach of a duty owed to the first disclosing Party, or (c) which subsequently comes lawfully into the possession of the receiving Party from a third party, or (d) to the extent that it has to be disclosed by law.

Liability and indemnity

VOS's liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this clause.

The total amount of our liability is limited to the total amount of Fees payable by the Client under the Contract.

Responses issued by VOS represent an indication or a clinical help based on the clinical information provided by the Client. In any case, it should be taken as a definitive diagnosis or as a binding therapeutic proposal. It is the Client's sole responsibility to evaluate and integrate our responses in the client's clinical case.

VOS is not liable (whether caused by our employees, agents or otherwise) in connection with its provision of the Services or the performance of any of our other obligations under these Terms and Conditions for:

any indirect, special or consequential loss, damage, costs, or expenses or;

any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third-party claims; or

any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or

any losses caused directly or indirectly by any failure or your breach in relation to the Client's obligations; or

any losses arising directly or indirectly from the choice of Services and how they will meet the Client's requirements or the Client's use of the Services or any goods supplied in connection with the Services.

The client must indemnify VOS against all damages, costs, claims and expenses suffered by VOS arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client or the Client's agents or employees.

Nothing in these Terms and Conditions shall limit or exclude VOS's liability for personal death or personal injury caused by VOS negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

The Client's rights to cancel and applicable refund

Before VOS begins to provide the Services for any Case, the Client has the following rights to cancel the Services for that Case, including where it chooses to cancel because VOS is affected by a Force Majeure Event or if VOS change these Terms and Conditions to the Client's material disadvantage.

The Client may cancel the Services for any Case at any time before the start date for those Services by contacting VOS. VOS will confirm the cancellation in writing.

If the Client cancels Services under clause discussed above and has made any payment in advance for Services that have not been provided, VOS will refund these amounts to the Client.

However, if the Client cancels Services under clause above and VOS has already started work on those Services by that time, the Client will pay VOS any costs VOS reasonably incurred in starting to fulfil the Services, and this charge will be deducted from any refund that is due to the Client or, if no refund is due, invoiced to the Client. VOS will inform the Client what these costs are when the Client contacts VOS. However, where the Client cancels Services in respect of any Case because of VOS's failure to comply with these Terms and Conditions (except where VOS has been affected by a Force Majeure Event), the Client does not have to make any payment to VOS.

No rights of Third Parties

VOS and You agree that the Contracts (Rights of Third Parties) Act 1999 is excluded in relation to all dealings between us under these terms and conditions. No-one other than a party to this agreement shall have the right to enforce any of its terms.

Governing law and jurisdiction

This 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 law of England and Wales. The courts and tribunals of England and Wales shall have sole jurisdiction.