



Terms & Conditions - Businesses

BACKGROUND:

These Terms and Conditions (“the Terms”), together with all other documents referred to herein, set out the Terms under which Services are sold and provided by Us through this website, (“Our Site”). Please read these Terms carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms when ordering Services. If you do not agree to comply with and be bound by these Terms, you will not be able to order Services through Our Site.

1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Services, as explained in Clause 5;
“Order”	means your order for the Services;
“Order Confirmation”	means our acceptance and confirmation of your Order;
“Services”	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);
“We/Us/Our”	means JR Corporate Health Limited, a company registered in England under 11264109, whose registered address is Bow Cottage, Selworthy Green, Selworthy, Minehead, United Kingdom, TA24 8TP.

2. Access to and Use of Our Site

- 2.1 Access to Our Site is free of charge.
- 2.2 It is your responsibility to make all arrangements necessary in order to access Our Site.
- 2.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

3. Business Customers

These Terms do not apply to customers purchasing Services in their capacity as individual consumers. If you are a private consumer, please consult our Consumer Terms.

4. Services, Pricing and Availability

- 4.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you. However, please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 4.2 Please note that these Terms do not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Services, not to different Services altogether.

- 4.3** We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming your Order.
- 4.4** We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any Order that you have already placed.
- All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 28 days, We will treat your Order as cancelled and notify you of the same in writing.
- 4.5** If the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.

5. Orders – How Contracts Are Formed

- 5.1** Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 5.2** No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 5.3** Order Confirmations shall contain the following information:
- 5.3.1** Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - 5.3.2** Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;
 - 5.3.3** Timescales, if appropriate.
- 5.4** If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days.
- 5.5** You may change your Order at any time before We begin providing the Services by contacting Us.
- 5.6** If you change your Order, We will confirm all agreed changes in writing.
- 5.7** If you change your mind, you may cancel your Order or the Contract before or after We begin providing the Services subject to these Terms. For details of your cancellation rights, please refer to Clause 8.
- 5.8** We may cancel your Order at any time before We begin providing the Services in the following circumstances:
- 5.8.1** The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 5.8.2** An event outside of Our control continues for more than 28 days (please refer to Clause 16 for events outside of Our control).
- 5.9** If We cancel your Order and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days. If We cancel your Order, you will be informed by email and the cancellation will be confirmed in writing by email.
- 5.10** Any refunds due under this Clause will be made using the same payment method that you used when ordering the Services.

6. Payment

- 6.1 Payment for the Services will be due in the form of an advance payment of 50% of the total price for the Services and We will invoice you for the remaining sum due on or after the completion of the Services.
- 6.2 If you do not make any payment to Us by the due date as shown on the Order Confirmation We may charge you interest on the overdue sum at the rate of 8% per annum above the base lending rate of The Bank of England. We also reserve the right to charge compensation in accordance with the provisions of The Late Payment of Commercial Debts (Interest) Act 1998. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

7. Provision of the Services

- 7.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Health industry, and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation). Please note that if you request that the Services begin within the legal 14 calendar day cancellation (or "cooling off") period, your right to cancel may be limited or lost. We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.
- 7.2 We will continue providing the Services until the estimated completion date set out in the Order Confirmation.
- 7.3 We will make every reasonable effort to provide the Services in a timely manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.
- 7.4 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible, depending upon the nature of the Services you have ordered.
- 7.5 If the information you provide or the action you take is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.
- 7.6 In certain circumstances, for example where there is a delay in you sending Us information or taking action required, We may suspend the Services (and will inform you of that suspension by email).
- 7.7 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by email before suspending or interrupting the Services.

8. Cancellation

- 8.1 If you wish to cancel the Contract under this Clause, you must inform Us in writing of your decision to do so. Cancellation is effective when We have received your notification and confirmed within 7 working days to you the termination date.
- 8.2 You may be entitled to cancel immediately by giving Us written notice in the following circumstances:
 - 8.2.1 We breach the Contract in a material way and fail to remedy the breach within 28 calendar days of you asking Us to do so in writing; or
 - 8.2.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
 - 8.2.3 We change these Terms to your material disadvantage; or
 - 8.2.4 We are adversely affected by an event outside of Our control that continues for more than 28 calendar days.
- 8.3 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be confirmed in Our Order Confirmation. If you are cancelling due to Our failure to comply with these Terms or

the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).

- 8.4** Refunds under this Clause will be issued to you within 10 calendar days and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services.

9. Our Rights to Cancel

- 9.1** We may cancel the Services after We have begun providing them due to an Event outside of Our control or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling the contract. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.
- 9.2** Once We have begun providing the Services, We may cancel the Contract at any time and will give you at least 30 calendar days written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.
- 9.3** Refunds due under this Clause will be issued to you within 10 calendar days and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services.
- 9.4** We may cancel immediately by giving you written notice in the following circumstances:
- 9.4.1** You fail to make a payment in accordance with the Contract between us; or
 - 9.4.2** You breach the contract in a material way and fail to remedy the breach within 7 calendar days of Us asking you to do so in writing; or
 - 9.4.3** The safety of our personnel or associates is compromised in any way.

10. Problems with the Services and Your Legal Rights

- 10.1** We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonably possible.
- 10.2** We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical. In emergency situations, such as those where vulnerable people may be affected, We will use reasonable endeavours to remedy problems within 24 hours.
- 10.3** We will not charge you for remedying problems under this Clause where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, We reserve the right to charge you for the remedial work.

11. Our Liability

- 11.1** We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 11.2** Nothing in these Terms seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.3** Nothing in these Terms seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

12. Events Outside Our Control (Force Majeure)

- 12.1** We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster.
- 12.2** If any event described under this Clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms:
- 12.2.1** We will inform you as soon as is reasonably possible;
- 12.2.2** Our obligations under these Terms (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 12.2.3** We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 12.2.4** If the event outside of Our control continues for more than 10 calendar days We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;
- 12.2.5** If an event outside of Our control occurs and you wish to cancel the Contract as a result, you may do so in writing to our registered address. However for your convenience We shall on request provide you with a cancellation form.
- 12.2.6** Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

13. Complaints and Feedback

- 13.1** We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 13.2** All complaints are handled in accordance with Our complaints handling policy and procedure, available on request.

14. How We Use Personal Information (Data Protection)

- 14.1** All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the European Union General Data Protection Regulation and any relevant subsequent legislation from time to time in force.
- 14.2** We may use such information to:
- 14.2.1** Provide Our services to you;
- 14.2.2** Process your Order (including payment) for the Services; and
- 14.2.3** Inform you of new products and/or services available from Us (if you opt to receive this information). You may request that we stop sending you this information at any time.
- 14.3** We will not pass on personal information to any third parties unless required by Law.

15. Other Important Terms

- 15.1** We may transfer (assign) Our obligations and rights under these Terms (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.2** You may not transfer (assign) your obligations and rights under these Terms (and under the Contract, as applicable) without Our express written permission.

- 15.3** The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.
- 15.4** If any of the provisions of these Terms are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms. The remainder of these Terms shall be valid and enforceable.
- 15.5** No failure or delay by Us in exercising any of Our rights under these Terms means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms means that We will waive any subsequent breach of the same or any other provision.
- 15.6** We may revise these Terms from time to time in response to changes in relevant laws and other regulatory requirements.

16. Law and Jurisdiction

- 16.1** These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of England & Wales.
- 16.2** Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.