

Terms and Conditions of Business

1 Services to be performed and charges

- 1.1 Subject to these terms and conditions, the Animal Health Trust ("the Trust") shall perform such services and carry out such works ("Services") as are expressly agreed between the Trust and the Client (which expression shall mean and include the owner of an animal, the owner's veterinary surgeon or other agent, together and singly where the context requires, or any other person with whom the Trust agrees to provide Services as the case may be).
- 1.2 The Trust will charge the Client at the rates specified in the Price List (see 1.6 below) unless otherwise agreed.

2 Payment

- 2.1 Itemised invoices will normally be produced and rendered by the Trust to the Client. Invoices presented to the Client in person immediately on completion of a Service shall be paid in full by the Client on presentation. Other invoices shall be paid in full by the Client within 30 days of receipt of the invoice.
- 2.2 Interest may be charged on any amount remaining unpaid 30 days after the payment date. Interest will run at 2 per centum above the base rate of National Westminster Bank PLC from time to time.

3 Rights to sub-contract and employ agents

The Trust may employ any person, company or firm as its agent or sub-contractor to perform all or any of its obligations or duties under this agreement.

4 Liability

- 4.1 The Client will defend, indemnify and hold harmless the AHT from and against any and all claims, demands, suits or liability arising from the negligence or intentional misconduct of the Client, its agents or employees, or the breach by the Client of any of the warranties or other terms and conditions of this Agreement. This indemnity by the Client shall not apply where the cause, in whole or in part, on any such liability, loss or expense is the intentional misconduct or negligence of the AHT.
- 4.2 The AHT will use its best endeavours to carry out the services efficiently, with all reasonable care and to a professional standard and it shall provide suitably qualified and trained employees to carry out the services. However, the Trust cannot be held responsible for any errors arising from inaccuracies contained in database information, that is utilized in providing the services.
- 4.3 The liability of the Trust for loss or damage whether in contract tort or otherwise shall in no circumstances whatsoever exceed an amount equal to the charges payable to the Trust in respect of the treatment, examination, test(s) or goods in respect of which claim is made against the Trust or the sum of £2,500, whichever is the greater.

5 Force Majeure

- 5.1 If either party is unable to fulfil its obligations under this Agreement as a result of a force majeure event, such party shall notify the other party in writing and use reasonable efforts to overcome the difficulties arising from the force majeure event but shall not be liable for any delay or failure caused by such event of force majeure.
- 5.2 For purposes of this Agreement, the term "force majeure" means any event beyond the reasonable control of any of the parties, including, but not limited to, interference by any government department or any competent authority of any country, any strikes, lockouts or trade disputes (other than those involving a party or their employees), fire, explosion, flood, civil disturbance, national calamity or any other act of God.
- 5.3 If extra work or waiting time is caused, or extra expenses are incurred by reason of any event of force majeure, such extra work or waiting time will be charged to and paid by the Client at the applicable rates and such extra expenses reimbursed to the AHT by the Client.

6 Price List

- 6.1 A current Price List is available on request from the Trust's premises.
- 6.2 The Trust has the right to review the Price list from time to time.

7 Exclusion of other terms

These terms and conditions shall prevail notwithstanding any printed or other terms and conditions contained in any order, acceptance of estimate, confirmation of contract or otherwise brought to the Trust's notice.



Animal Health Trust

Acceptable Methods of Payment

Please find below and over details of methods of payment which can be accepted by the Animal Health Trust:-

CHEQUES

- made payable to **Animal Health Trust**
- can be accepted in GB£ STERLING, US\$ DOLLARS, €EUROS

BANK DRAFT

- can be accepted in GB£ STERLING

BANK TRANSFERS

- please contact dnatesting@ah.org.uk for details

