

TERMS AND CONDITIONS

APPLICATION

These Terms and Conditions apply to the provision of Online Veterinary Dermatology Advice by Anita Patel to the Client (you).

1. Definitions

In this Agreement the following terms have the following meanings:

“Agreement”	means any agreement entered into by Anita Patel with the Client for the provision of the Service;
“Anita Patel”	means Anita Patel B.V.M, D.V.D., M.R.C.V.S., R.C.V.S. trading as ‘Dermatology Referrals’ of 23 Searchwood, Waltringham, Surrey CR6 9BB;
“Content”	means any text, graphics, images and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“Client”	means any person who accesses the Web Site for the purpose of obtaining the Service;
“Service”	means online veterinary dermatology advice and any other related facilities, services or information that Anita Patel makes available through the Web Site or in any other way either now or in the future;
“RCVS”	means the Royal College of Veterinary Surgeons;
“System”	means any online communications infrastructure that Anita Patel makes available through the Web Site either now or in the future; and
“Web Site”	means the website that you are currently using (www.dermatologyreferrals.co.uk) [and any sub-domains of this site].

2. Professional Clients Only

2.1 The Service is only available to registered members of the RCVS, either individually or through their practice. By requesting contact from Anita Patel, you represent and warrant that you are a registered member of the RCVS in professional practice and not retired or in any way disqualified from practising.

2.2 The patient remains under the care of the Client.

3. The Service

3.1 In consideration of the charges payable by the Client, Anita Patel agrees to provide the Service.

3.2 The Service is to be provided with all reasonable care and skill. All advice will be based on the information provided by the Client. The Service does not include examination of the patient by Anita Patel.

- 3.3 All reasonable endeavours will be used to deliver the Service promptly, but time will not be of the essence.
- 3.4 The Agreement is to be performed by both parties in accordance with all applicable laws and regulations and the RCVS Guide to Professional Conduct.

4. Charges

- 4.1 The Client agrees to pay the charges for the Service, [which will be invoiced following delivery of the advice concerned]. All payments are to be made within [30] days of the date of invoice in pounds sterling in cleared funds to such bank as Anita Patel may from time to time nominate, without any set-off or deduction. Interest may be charged on any overdue amount in accordance with statute.
- 4.2 All charges are exclusive of value added tax, which is payable in addition at the applicable rate.

5. Intellectual Property

The Client acknowledges that all Content included in the Web Site is the property of Anita Patel (or of a third party provider) and is protected by intellectual property law. Anita Patel reserves all copyright and other rights created or subsisting in connection with the provision of the Service.

6. Use of Communications Facilities

When using the enquiry form or any other System on the Web Site, you should do so only for the purpose and in the manner for which it is intended.

7. Termination and Cancellation

- 7.5 Either party may terminate the Agreement at any time. If Anita Patel terminates, the Client will be notified by email and an explanation for the termination will be provided.
- 7.6 If the Client terminates, any current or pending provision of Service will be cancelled.
- 7.7 Following cancellation, payment will remain due to the extent that the Service has been provided.

8. Privacy

Use of the Web Site is also governed by our Privacy Policy, published on our website (www.dermatologyreferrals.co.uk/privacy.htm) which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

9. Disclaimers

- 9.8 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 9.9 No part of this Web Site is intended to constitute a contractual offer capable of acceptance. Your completed enquiry form (or subsequent request for contact) constitutes a contractual offer. Acceptance of that offer is deemed to occur upon Anita Patel sending an email to you inviting you to respond with details

of the case.

9.10 This Web Site may contain links to other sites. Unless otherwise expressly stated, these sites are not under the control of Anita Patel. No responsibility is assumed for the content of such web sites and no liability is accepted for any loss or damage arising out of the use of them.

9.11 No liability is accepted for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, communications network failure and natural events

10. Changes to the Web Site and these Terms and Conditions

Anita Patel reserves the right to change the Web Site, its Content or these terms and conditions at any time. You will be bound by any changes to the terms and conditions from the first time you use the Web Site following the changes. If any changes to the terms and conditions are required to be made by law or regulation, these changes will apply automatically to any Service provision currently pending in addition to any future provision.

11. Links to this Web Site

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.dermatologyreferrals.co.uk/index.htm without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of Anita Patel. To find out more please contact her.

12. Liability and Indemnity

12.12 The liability of Anita Patel arising from the use of the Web Site and its Content and the provision of the Service is limited to the amount of the charges [plus 25%] paid by the Client for the Service. No liability is accepted for any indirect or consequential loss or damage, whether or not foreseeable. These provisions apply regardless of the form of action, whether under statute, in contract, tort (including negligence) or otherwise. Nothing in these terms and conditions excludes or restricts Anita Patel's liability for death or personal injury resulting from any negligence or for fraud.

12.13 The Client accepts responsibility for the care of the patient at all times, in accordance with the RCVS Guide to Professional Conduct. The Client retains the relationship with the animal owner and agrees to indemnify Anita Patel in respect of any claims made by the animal owner or any third party against her arising out of or in connection with the provision of the Service.

12.14 Neither party shall be liable for any failure or delay in performing obligations under the Agreement (excluding the payment of money) where such failure or delay results from any cause beyond the reasonable control of that party.

12.15 Whilst every effort has been made to ensure that these terms and conditions comply with the relevant provisions of the Unfair Contract Terms Act 1977, if any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.

12.16 The parties do not intend to confer any rights on any third party by virtue of the Agreement, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

13. **Waiver**

If either party fails to exercise any right or remedy under the Agreement, this shall not be construed as a waiver of that right or remedy.

14. **Notices**

All notices and communications may be given to Anita Patel by email to [email address] or by fax to 08707 066103.

15. **Law and Jurisdiction**

The Agreement shall be governed by and construed in accordance with the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.