

## Mint Practice Limited - Terms of Business

This page (together with our [Privacy Policy](#) , [Cookie Policy](#) and [Terms of Website Use](#)) tells you information about us and the legal terms and conditions on which we sell any of the Products and Services listed on our website to you.

These Terms will apply to any contract between us for the sale of Products and Services to you. Please read these Terms carefully and make sure that you understand them before ordering any Products and/or Services from our website. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products or Services from our website.

These terms were last updated on 17<sup>th</sup> August 2018.

### 1. DEFINITIONS

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Customer:** The person who made the purchase on the website who enters into these terms by making a purchase on the website.

**Customer Data:** The data input by you (and anyone authorised by you) for use in conjunction with the Services.

**Patient Information Leaflets:** The patient information leaflets available to purchase from our website, including such customisation options as displayed on our website.

**Products:** The products which are available to purchase from our website, including but not limited to the Patient Information Leaflets.

**Resources:** Resources provided by us to you under these Terms, including but not limited to the Mint Folder, a hard copy folder of information, procedures and policies; template documents; and other electronic and/or hard copy information materials.

**Services:** Our provision of Resources to you.

**Terms:** The terms and conditions set out in this document.

**Users:** Persons accessing the website and reading the materials and information

**Us, We, or Our:** Mint Practice Limited (Company No. 09279997), registered in England and Wales, with registered office: 7a Conway Drive, Flitwick, Bedford MK45 1DE.

**You or Your:** The party entering into these Terms with us..

### 2. LICENCE FOR USE OF RESOURCES AND PATIENT INFORMATION LEAFLETS

2.1. Subject to payment for the Services and/or Patient Information Leaflets (as applicable) in accordance with Clause 8, we authorise you to use the Resources and/or Patient Information Leaflets in accordance with Clause 2.2 below.

2.2. You may:

2.2.1. View, copy, reproduce and, where such Resources are provided, download and print out the Resources for your own business purposes in clinics that you own or provide services at;

2.2.2. Customise template policies for the purposes of your business only, provided that you may not alter the text of the document; and

2.2.3. Make available to clients copies of the Patient Information Leaflets.

### 3. YOUR OBLIGATIONS

- 3.1. You will take reasonable steps to ensure that you comply with the terms of use of the Resources and the Patient Information Leaflets in these Terms and do not:
  - 3.1.1. copy, print out or otherwise reproduce any Resources or Patient Information Leaflets nor any material relating to part of the Resources and Patient Information Leaflets, except as permitted under these Terms or authorised by us in writing;
  - 3.1.2. make any part of the Resources or Patient Information Leaflets available to anyone, except as permitted under these Terms or authorised by us in writing;
  - 3.1.3. alter any part of the Patient Information Leaflets;
  - 3.1.4. purport to assign or otherwise dispose of your rights under these Terms.
- 3.2. You will take reasonable steps to ensure that nobody other than you or those requiring access for the benefit of your business only access the Resources using accounts created with your username and password.
- 3.3. You acknowledge and agree that we and our licensors own all intellectual property rights in the Resources and the Patient Information Leaflets. Except as expressly stated in these Terms, these Terms do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Resources, the Patient Information Leaflets or any related documentation.
- 3.4. You are solely responsible for the appropriate use of the Resources and the Products for your own use and in your provision of advice and services to your clients. We accept no liability in relation to your provision of any of the Resources or the Products to your clients. In particular we will not be liable for injury, loss or financial impairment as a result of actions taken by your clients after reading the Patient Information Leaflets.
- 3.5. You recognise and accept that in our Resources and Products we are not providing medical advice.
- 3.6. Subject to Clause 4 (our obligations), you will defend, indemnify and hold us harmless against claims, actions, proceedings, losses, damages, expenses and all costs arising out of or in connection with your misuse of the Resources and Products.
- 3.7. You will maintain adequate and appropriate professional indemnity insurance in relation to any professional services you provide.
- 3.8. You are responsible for configuring your information technology, computer programmes and platform in order to access the online Resources. Notwithstanding Clause 4.3, you should use your own virus protection software.
- 3.9. You grant us limited, non-transferable, revocable permission to use your trade name, trademarks, service marks and logos for the purposes of fulfilling our obligations under these terms, in particular in relation to customising the Patient Information Leaflets.
- 3.10. You warrant that we will not infringe any third party intellectual property rights by using your trade name, trademarks, service marks and logos as described in Clause 3.9 and you will

indemnify us against losses, costs or expenses we may incur as a result of any claim that the use by us of such trade name, trademarks, service marks and logos infringes any third party intellectual property rights, provided we notify you within a reasonable time of any such claim being made.

- 3.11. By submitting any individual's personal information to us or our affiliates, service providers and agents, you agree, and confirm your authority from such other individual, to our collection, use and disclosure of such personal information in accordance with our privacy policy available at [www.goodclinicalpractice.co.uk/privacy](http://www.goodclinicalpractice.co.uk/privacy)
- 3.12. Your use of our site is governed by our [Terms of Website Use](#). Please take the time to read these, as they include important terms which apply to you.
- 3.13. You warrant that you are purchasing the Products and Resources for the purposes of your business. As such the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 shall not apply to these terms.

#### 4. OUR OBLIGATIONS

- 4.1. We warrant that you will not infringe any third party intellectual property rights by using the Resources and Patient Information Leaflets and we will indemnify you against losses, costs or expenses you may incur as a result of any claim that the use by you of the Resources or Patient Information Leaflets infringes any third party intellectual property rights, provided you notify us within a reasonable time of any such claim being made.
- 4.2. The foregoing states your sole and exclusive rights and remedies, and our entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 4.3. We will take reasonable steps to ensure that data files we supply to you are virus-free.
- 4.4. We will use our best endeavours to ensure that data is maintained securely and is properly backed-up. In the event of any loss or damage to data, your sole and exclusive remedy shall be that we use our best endeavours to restore the lost or damaged data from the latest back up of such data. We shall not be responsible for any loss, destruction, alteration or disclosure of data caused by any third party (except those third parties sub-contracted by us to perform services related to data maintenance and back-up).
- 4.5. We will use our best endeavours to ensure that the Services are provided continuously and that access to our website is not interrupted by any event within our control. We will notify you in advance of planned downtime, which, if reasonably practicable, will be scheduled outside normal United Kingdom office hours.

#### 5. SUPPLY OF PRODUCTS

- 5.1. The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.
- 5.2. The packaging of the Products may vary from that shown on images on our site.
- 5.3. Our shopping pages will guide you through the steps you need to take to place an order for a Product with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

- 5.4. Some Patient Information Leaflets can be customised for your business in accordance with the process set out at [www.mintpractice.co.uk/how-to-buy](http://www.mintpractice.co.uk/how-to-buy). PDF proofs of the Patient Information Leaflets will be sent to you via email, using the wording specified in your order (word for word with no alteration of spelling or grammar). Please note that you are solely responsible for checking wording, spelling and grammar when placing an order and checking PDF proofs. We cannot be held responsible for errors that are present in an approved proof. Any replacements that may be required after a PDF has been approved must be paid for by you.
- 5.5. After you place an order for a Product, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 5.6.
- 5.6. We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched (the "Dispatch Confirmation"). The contract between us for such Products will only be formed when we send you the Dispatch Confirmation.
- 5.7. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our website, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

## 6. DELIVERY OF PRODUCTS AND RESOURCES

- 6.1. We will contact you with an estimated delivery date, which will be within 30 days after the date on which we e-mail you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by an event outside our control. See Clause 12 for our responsibilities when this happens.
- 6.2. Delivery of an order shall be completed when we deliver the Products and/or Resources to the address you gave us and the Products and/or Resources will be your responsibility from that time. Any digital Products or Resources will be available for download as delivered directly to you by email with confirmation of your order.
- 6.3. Subject to Clause 4.3, you own the Products once we have received payment in full, including all applicable delivery charges.
- 6.4. If we miss the delivery deadline for any Products and/or Resources then you may cancel your order straight away if any of the following apply:
  - 6.4.1. we have refused to deliver the Products and/or Resources;
  - 6.4.2. delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - 6.4.3. you told us before we accepted your order that delivery within the delivery deadline was essential.
- 6.5. If you do not wish to cancel your order straight away, or do not have the right to do so under Clause 6.4, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your order if we do not meet the new deadline.

## 7. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 7.1. The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see Clause 7.5 for what happens if we discover an error in the price of Product(s) you ordered.
- 7.2. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.
- 7.3. The price of a Product does not include VAT.
- 7.4. The price of a Product does not include delivery charges.
- 7.5. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price.

## 8. HOW TO PAY

- 8.1. You may pay for Products and Services using our payment processor (Stripe). We accept the following cards: Visa, Mastercard and American Express.
- 8.2. Payment for the Products, Services and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we accept your order.

## 9. OUR RIGHT TO VARY THESE TERMS

- 9.1. We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed. Every time you order Products or Services from us, the Terms in force at the time of your order will apply to the contract between you and us. We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
- 9.2. If we have to revise these Terms as they apply to your order for Products, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

## 10. DISCLAIMER

- 10.1. We give you no warranty or assurance, except as set out in Clause 4 above. We declare and you acknowledge that all implied warranties and conditions are excluded to the maximum extent permitted by law.
- 10.2. Our policy is to conduct our business at all times in a professional manner and to best practice standards. We use our best endeavours to keep Resources and Patient Information Leaflets up to date and to develop our Services to meet practitioner's needs. However, you should note in particular:



- 10.2.1. The Resources and Patient Information Leaflets are not intended to constitute a definitive or complete statement of all the facts on any subject, nor is any part of them intended to constitute medical advice for any specific situation.
- 10.2.2. We do not undertake any obligation to consider whether the information provided to or by us for the purpose of our Resources and Patient Information Leaflets is either sufficient or appropriate for any particular actual circumstances.
- 10.2.3. We do not accept any responsibility for your fulfilment of the General Osteopathic Council Practice Standards Health Professions Council Standards or Continuing Professional Development requirements or any other professional standards or requirements.
- 10.2.4. We are a provider of practical clinical resources. We do not accept any responsibility for action taken as a result of information provided by us. You should take specific advice when dealing with specific situations. The Resources and Patient Information Leaflets are general and educational in nature, may not reflect all recent developments and may not apply to the specific facts and circumstances of individual cases.
- 10.2.5. We may change part or all of any of the Resources and/or Products at our discretion.

## 11. LIABILITY

- 11.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and sub-contractors) to you in respect of:
- 11.1.1. any breach of these Terms;
  - 11.1.2. any use made by you of the Resources and/or Products or any part of them; and
  - 11.1.3. any representation, statement or tortious act or omission (whether negligent or otherwise) arising under or in connection with these Terms.
- 11.2. We only supply the Products and Resources for internal use by your business, and you agree not to use the Products and Resources for any resale purposes.
- 11.3. Except as expressly and specifically provided in these Terms:
- 11.3.1. You assume sole responsibility for results obtained from the use of the Resources and Products by you, and for conclusions drawn from such use; and
  - 11.3.2. all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 11.4. Nothing in these Terms excludes our liability:
- 11.4.1. for death or personal injury caused by our negligence;
  - 11.4.2. for fraud or fraudulent misrepresentation
  - 11.4.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 11.4.4. defective products under the Consumer Protection Act 1987.
- 11.5. Subject to Clause 4.1 and Clause 11.4 above:

11.5.1. We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:

- 11.5.1.1. any loss of profits, sales, business, or revenue;
- 11.5.1.2. loss or corruption of data, information or software;
- 11.5.1.3. loss of business opportunity;
- 11.5.1.4. loss of anticipated savings;
- 11.5.1.5. loss of goodwill; or
- 11.5.1.6. any indirect or consequential loss; and

11.5.2. Our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the price paid for the Services and/or Products during the 12 months preceding the date on which the claim arose. You acknowledge that this limitation is reasonable.

## 12. EVENTS OUTSIDE OUR CONTROL

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 12.2.

12.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.3. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

12.3.1. we will contact you as soon as reasonably possible to notify you; and

12.3.2. our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12.4. You may cancel a contract affected by an Event Outside Our Control. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received and we will refund the price you have paid, including any delivery charges.

## 13. NOTICES

13.1. Any notice or other communication given by you to us, or by us to you, under or in connection with the Agreement shall be in writing and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or e-mail.

13.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at our registered office; if sent by pre-paid first class post or other next

working day delivery service, at 9.00 am on the second Business Day after posting or if sent by e-mail, one Business Day after transmission.

- 13.3. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 13.4. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### 14. GENERAL PROVISIONS

- 14.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 14.2. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms.
- 14.3. These Terms are not intended to benefit anyone other than the parties to it and, in particular, no term of these Terms shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.
- 14.4. If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.5. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.7. These Terms and any agreed written record identifying Customers constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of these Terms. Each of the parties acknowledges and agrees that in entering into these Terms it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently made or not) of any person (whether party to these Terms or not) other than as expressly set out in these Terms. The only remedy available to it for breach of these Terms shall be for breach of contract under the terms of these Terms.
- 14.8. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. We both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).