

S.J. HALES PRACTICE LIMITED
Website Terms of Use

1 About our Terms

- 1.1 These Terms explain how you may use this website (the "**Site**").
- 1.2 References in these Terms to the Site includes the following websites: www.sjhalesvetgroup.co.uk, www.sjh-animalhealth.co.uk and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to in them.
- 1.5 If you do not agree with or accept any of these Terms, you should stop using the Site immediately.
- 1.6 If you have any questions about the Site, please contact us by:
- 1.6.1 e-mail post@sjhales.co.uk or
- 1.6.2 telephone 01948 780624.
- 1.7 Definitions
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| "Cookie Policy" | means the policy which is available on our Site, which governs how we use cookies in the Site; |
| "Online Terms and Conditions for the Supply of Goods" | means the terms and conditions which is available on our Site, which will apply to you ordering goods using the Site; |
| "Privacy Policy" | means the policy which is available on our Site, which governs how we process any personal data collected from you; |
| "Site" | has the meaning given to it in clause 1.1; |
| "Terms" | means these terms and conditions of use as updated from time to time under clause 10; |
| "We", "us" or "our" | means S. J. Hales Practice Limited, company registration number 05976065, with VAT registration number GB 906 9567 86 and the registered office of which is at Unit 1, Mereside Industrial Park, Fenns Bank, Whitchurch, Shropshire, SY13 3PA; and |
| "You or your" | means the person accessing or using the Site or its Content. |
- 1.8 We are authorised under the Veterinary Medicine Regulations to supply veterinary medicines as regulated by The Royal College of Veterinary Surgeons and the Veterinary Medicines Directorate

1.9 Your use of the Site means that you must also comply with our Privacy Policy, our Cookie Policy and our Online Terms and Conditions for the Supply of Goods, where applicable.

2 Using the Site

2.1 You agree that you are solely responsible for:

2.1.1 all costs and expenses you may incur in relation to your use of the Site; and

2.1.2 keeping your password and other account details confidential.

2.2 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.

2.3 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at post@sjhales.co.uk.

2.4 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

3 Ownership, use and intellectual property rights

3.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

3.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

3.3 The Site contains trade marks which are owned by us. Other trade marks and trade names may also be used on this Site. The use of any trade marks on the Site is strictly prohibited unless you have our prior written permission.

4 Submitting information to the Site

4.1 While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential.

5 Accuracy of information and availability of the Site

5.1 While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for

any purpose. Any reliance that you may place on the information on this Site is at your own risk.

- 5.2 We may suspend or terminate operation of the Site at any time as we see fit.
- 5.3 You may have certain legal rights when using the Site (such as if the Online Terms and Conditions for the Supply of Goods apply to you). These are also known as 'statutory rights' as they are derived from laws such as the Consumer Rights Act 2015. A summary of your key rights is set out at the beginning of the Online Terms and Conditions for the Supply of Goods.
- 5.4 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes.
- 5.5 While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

6 Hyperlinks and third party sites

The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

7 Limitation on our liability

- 7.1 Our responsibility for loss or damage suffered by you:
 - 7.1.1 we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors and for fraud or fraudulent misrepresentation;
 - 7.1.2 different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Online Terms and Conditions for the Supply which are available on our Site.
- 7.2 If you are a business user:
 - 7.2.1 we exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it;
 - 7.2.2 we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:
 - (a) use of, or inability to use, our Site; or

- (b) use of, or reliance on, any content displayed on our Site;

7.2.3 in particular we will not be liable for:

- (a) loss of profits, sales, business or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

7.3 If you are a consumer user please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

8 Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

9 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

10 Variation

These Terms are dated October 2017 on which the Terms were last updated. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated Terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

11 Disputes

11.1 We will try to resolve any disputes with you quickly and efficiently.

11.2 If you are unhappy with us please contact us as soon as possible.

11.3 If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

11.4 If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.