

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1 INTERPRETATION

In this document the following words shall have the following meanings:

- 1.1 "Customer" means any person who purchases Services from the Supplier;
- 1.2 "Supplier" means CFEP-UK Surveys Ltd of PO Box 51, Exeter, Devon EX4 4WT;
- 1.3 "Terms and Conditions" means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication from the Customer.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.

3 PRICE AND PAYMENT

- 3.1 Payment of the price shall usually be paid on application. Payment can be made on-line, over the phone, by BACS or by cheque. Payment in arrears will be by prior agreement only.
- 3.2 There will be a separate charge for translated surveys, extra questions and any additional survey material that is requested. There will also be a charge for translating any comments on the surveys.
- 3.3 The Supplier will send report(s) to the customer. If any further copies are requested (whether they are paper, e-mail or fax) there will be an administration charge.
- 3.4 The Supplier reserves the right to modify, update or run promotions on any service at any time. The Supplier reserves the right to change the price of any service at any time. Once a service has been ordered, the price shall remain fixed for the Customer. Under no circumstances shall the Supplier refund the difference should the price of that service decrease.

4 CUSTOMER'S OBLIGATIONS

To enable the Supplier to perform its obligations the Customer shall:

- 4.1 Co-operate with the Supplier;
- 4.2 Provide the Supplier with any information reasonably required by the Supplier;
- 4.3 Keep the supplier notified of their correct name, postal address and any phone, fax or e-mail information.
- 4.4 Comply with such other requirements as agreed between the parties.

5 SUPPLIER'S OBLIGATIONS

- 5.1 The Supplier shall perform the Services with reasonable skill and care and to a reasonable standard in accordance with recognised standards and codes of practice.
- 5.2 The Supplier accepts all responsibility for the condition of tools and equipment used in the performance of the Services and shall ensure that any materials supplied shall be free of defects at the point of dispatch.
- 5.3 Delivery of survey material will be within 10 working days of receipt of the application and payment. Delivery of results will generally be within 21 working days from receipt of a sufficient number of completed questionnaires.
- 5.4 Data protection: All paper copies of the questionnaire will be destroyed after processing and not returned to the customer. This is in line with the NHS Code of Practice and in accordance with CFEP-UK Surveys' confidentiality policy.
- 5.5 For any services supplied to general practices under the Quality and Outcomes Framework the Supplier will provide named practice data to PCTs if requested by that PCT only with the consent of the practice. The Supplier will not provide named clinician data (DoH Code of Conduct and Disclosure).

6 LIMITATION OF LIABILITY

- 6.1 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the price of the Services.
- 6.2 The Supplier shall not be liable under any circumstances to the Customer or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise.
- 6.3 The Supplier cannot accept liability for items lost in the post en route to CFEP-UK Surveys.

7 CANCELLATIONS

Returns/refunds policy: Where a Customer cancels their order after receiving the survey material, the Supplier shall offer the Customer a 50% refund. Where a Customer fails to complete the survey for reasons unrelated to CFEP-UK Surveys; there is no refund. Both parties must return or destroy information received from the other if asked to do so.

8 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

9 CFEP-UK SURVEYS' PROPERTY

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10 COPYRIGHT

Surveys may only be used in the format in which the Supplier issues them, be it written form on paper, provided in an electronic format or in any other medium. Surveys may not be used in any other format other than that supplied. Customers may not at any time, without prior written permission of the Supplier, make copies or reproductions (in whatever form) of the questionnaires or survey material. Where any such copy is considered reasonably necessary, the Supplier will provide written permission.

11 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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