

## **Corazon Health Limited Standard Terms of Business**

### **1. Parties**

- 1.1. The party purchasing services from Corazon Health Limited will be referred to as the Buyer.
- 1.2. Corazon Health Limited shall be referred to as the Provider.

### **2. General**

- 2.1. In the event that the Parties have a signed contract agreement or other written agreement in place, the terms of said agreement will take precedence over these standard terms of business.
- 2.2. The Provider reserves the right, at their sole discretion, to modify or replace these standard terms of business at any time. If a revision is material the Provider will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at the Providers sole discretion.
- 2.3. Where the words "include(s)", "including" or "in particular" are used in this document, they are deemed to have the words "without limitation" following them and are illustrative and shall not limit the sense of the words preceding them.
- 2.4. References to 'writing' shall mean any visible reproduction of words including but not limited to letters and e-mails.
- 2.5. Reference to any statute or statutory provision, whether enacted in the United Kingdom or elsewhere shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provision (including all instruments, orders or regulations made there under or deriving validity there from) as in force at the commencement of services and as subsequently re-enacted, amended or consolidated.
- 2.6. Both parties acknowledge their respective obligations to provide a working environment for their staff that is free from Bullying & Sexual Harassment by taking a zero-tolerance approach in their business and supply chain.
- 2.7. The Provider acknowledges that it is an organisation carrying out business in the UK and is required to comply with the Modern Slavery Act 2015.
- 2.8. If any term of this document is found to be illegal, invalid or unenforceable under any Applicable Law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from this document and shall in no way affect the legality, validity or enforceability of the remaining terms.
- 2.9. The failure of either Party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this document does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that Party's right later to enforce or to exercise it.

### **3. Services**

- 3.1. The services provided will be as published within Provider service description documentation or quotation.
- 3.2. The Provider will, at all times, operate within their internal procedure and policy and agrees that any services performed by it shall be performed by appropriately qualified and trained personnel with due care and diligence, working within appropriate professional quality standards.
- 3.3. Where services are delivered at a Buyer site they will ensure that the venue for the service will:
  - 3.3.1. Be suitable in size.
  - 3.3.2. Have adequately privacy.
  - 3.3.3. Contain a desk and two DSE compliant chairs.
  - 3.3.4. Have access to power.
  - 3.3.5. Allow internet connectivity and access through IT systems to the following site:
    - 3.3.5.1. <https://corazonhealth.cority.com>
  - 3.3.6. Be in the vicinity of toilet facilities.

- 3.4. Services shall exclusively be delivered in the English language, translation services shall not be included by default.
- 3.5. Services shall only be available in the UK, and where relevant to employees outside of the UK whose contract of employment is in the UK.

**4. Fees**

- 4.1. The Provider will invoice the Buyer in accordance with the charges published within service description documentation, statement of work or quotation.
- 4.2. In the event that a representative of The Buyer damages Provider equipment, wilfully or by accident, then The Buyer will be liable for any replacement or repair costs that are incurred in returning the equipment to functionality.
- 4.3. The Provider reserves the right to adjust charges, at any time, in line with consumer price index or any increase in incurred charges from the supply chain.
- 4.4. Any alteration to the charges will be provided in writing, giving at least one months' notice.

**5. Invoicing**

- 5.1. The Provider will invoice the Buyer's finance contact in arrears for services delivered.
- 5.2. Invoices shall be in a set format showing a breakdown of services provided and the invoice amount.
- 5.3. A system of case numbering will be utilised on the invoices to preserve employee confidentiality, where applicable. A log of employee names which relate to the case numbers will be made available to the nominated contact via a secured web portal.
- 5.4. In the event that the Buyer utilises a Purchase Order number system or other method of securing payment, they will be required to provide such information to the value of the service being delivered to [accounts@corazonhealth.co.uk](mailto:accounts@corazonhealth.co.uk). Without this information, service delivery may be withheld until it is issued.

**6. Cancellation**

- 6.1. In the event that any pre-booked service is: Rescheduled; Cancelled; or Not Attended (to include failure to answer a booked telephone/video call at the assigned time) a charge will be incurred relevant to the notice given to the Provider:
  - 6.1.1. Within two working days of the scheduled service, 100 per cent of the service charge will be incurred;
  - 6.1.2. Between two and seven working days of the scheduled service, 50 per cent of the service charge will be incurred.
- 6.2. The Provider reserves the right to charge 100 per cent of any external (third Party) services not attended or if rescheduled or cancelled within ten working days.
- 6.3. For clarification purposes;
  - 6.3.1. Any service will be deemed as booked once it has been confirmed by e-mail notification, text message, letter or any mixture of these confirmation methods.
  - 6.3.2. Nonattendance of an appointment will be recorded should the attendee fail to arrive (physical appointments) or answer (telephone / video appointments) in time for the service to be delivered at the confirmed start time. For the avoidance of doubt any delay in commencement of the appointment in excess of 10 minutes will be considered nonattendance.
  - 6.3.3. Should a service be booked to occur within two working days of the date at which it was booked, the full charge will be incurred should the service be rescheduled, cancelled or not attended.

**7. Payment**

- 7.1. Payment of Provider invoices by the Buyer shall be strictly within thirty days from date of invoice and VAT, where applicable, is charged at the prevailing rate.
- 7.2. All amounts invoiced will be in pounds sterling (GBP) and are subject to VAT, where applicable, at the prevailing rate.

- 7.3. If any invoice is disputed, the Buyer shall make payment as aforesaid of any undisputed portion and the Parties shall use reasonable endeavours to resolve the dispute as a matter of urgency.
- 7.4. Pursuant to The Late Payment of Commercial Debts (Interest) Act 1998 and subsequent amendments, if payment is not received within sixty days the Provider reserves the right to charge interest at the rate of 5% above base rate as set by The Bank of England.

## **8. Occupational Health Records**

- 8.1. Any Occupational Health Records shall be held by the Provider in a secure and confidential manner in accordance with their medical records policy, current and relevant guidance and Data Protection Legislation, as well as the Faculty of Occupational Medicine of the Royal College of Physicians' and the Nursing and Midwifery Council's guidelines on the storage of clinical records.
- 8.2. The Provider will be the sole custodian of the occupational health records held or generated during service provision to the Buyer.
- 8.3. Records Transfers In
  - 8.3.1. On commencement of service provision the Provider will seek confirmation from the Buyer whether there are existing Records held by a third party, i.e., former service provider, which are relevant for the provision of the services. Such records shall be referred to as Records Transfer In and will be processed in accordance with the Providers Transfer of Records Briefing guidance.
    - 8.3.1.1. In the event that Records Transfer In is applicable, the Provider will require the following information; a) who holds the Records, b) their location/s, c) the medium they are held in, d) the number of Records to be transferred, e) that the current holder has been informed the Records will be requested by the Provider, f) if relevant, that health surveillance recall data is held to allow the Provider to commence the service and g) key contacts at the third party with whom the Provider can initiate the transfer of applicable records.
      - 8.3.1.1.1. It is considered best practice for the Buyer to inform data subjects that the transfer is occurring, that they may opt out of the transfer, that the Provider will become the new Records holder, and how the current Records holder can be contacted in the event of any queries or opt-out requests from a data subject.
      - 8.3.1.1.2. Should there be data subjects that have left the Buyers employment or have opted out of transfer, any such Records shall remain with the current Records holder.
      - 8.3.1.1.3. In the event that health surveillance recall data is not provided or available at the commencement of service delivery the Provider may revise service budget/cost considerations to account for the impact of this data not being available.
    - 8.3.1.2. On receipt of a completed 'transfer of records request document' the Provider will initiate contact with the current data holder to verify the information supplied and agree a transfer method for the relevant Records for the provision of services and a date by which they will be transferred.
      - 8.3.1.2.1. The Provider will provide a secure web link through which records can be transferred.
      - 8.3.1.2.2. In line with the Providers Transfer of Records In briefing document, any records transferred to them must be digitised and be in a common file format that is readily accessible.
      - 8.3.1.2.3. Any cost associated with digitisation of Occupational Health Records will be paid by the Buyer.
      - 8.3.1.2.4. Any cost associated with altering the format of digitised records, i.e., conversion from a unique or bespoke application format to one that is more commonly accessible, will be paid by the buyer.
      - 8.3.1.2.5. Any further cost associated with the transfer of Records In, will be paid by the Buyer.
      - 8.3.1.2.6. All Record Transfer In related costs shall be pre-agreed between the parties prior to any such costs being incurred.
      - 8.3.1.2.7. If the parties are unable to resolve any cost related matters concerning the Records transfer, the Provider shall refrain from initiating or completing the transfer.

**8.4. Record Transfers Out**

- 8.4.1. The termination of the services, cessation of a division or site of the Buyer accessing services will mean that it is necessary to transfer any relevant Records held by the Provider. These records shall be referred to as Record Transfers Out.
- 8.4.2. Record Transfers Out shall be conducted in accordance with the Providers Transfer of Records Out Briefing.
  - 8.4.2.1. Upon notification of termination of contract or request to transfer part of the OH records held by the Provider;
    - 8.4.2.1.1. The Provider's Data Manager will contact the Buyer to request details of the new OH Provider and provide support relating to data subject consent to transfer.
  - 8.4.2.2. Documentation will be provided to the Buyer on which the Buyer should record any data subjects that have opted out of transfer of their data.
  - 8.4.2.3. The new OH Provider will be required to verify their GMC or NMC pin number as validation of their suitability to receive the data prior to transfer commencing.
  - 8.4.2.4. Records are extracted from the OH software into a commonly accessible format, i.e. .xls or .csv.
  - 8.4.2.5. With authorisation of the Provider s Data Manager any OH Records for data subjects that have opted out of transfer to the new OH Provider, as confirmed in the 'confirmation of consent' document, will be kept by the Provider in line with their Privacy Notice.
  - 8.4.2.6. Any cost implications of retention of data will be agreed between the parties.
  - 8.4.2.7. All Record Transfer Out related costs shall be pre-agreed between the parties prior to commencement of transfer, in accordance with the charges specified in the Services Rate Card or otherwise agreed between the parties and are subject to completion of payment prior to transfer of the Records being completed.
  - 8.4.2.8. If the parties are unable to resolve any cost related matters concerning the Records transfer, the Provider shall refrain from completing the transfer.
    - 8.4.2.8.1. In such an event it is agreed that the Provider may charge the Buyer reasonable retention costs, such as data hosting or archiving.

**8.5. Business Closure**

- 8.5.1. In the event the Buyer, or one or more of their business entities, ceases trading the Records shall be archived in accordance with the Providers' privacy policy.

**9. Confidentiality**

- 9.1. The Provider, its employees and agents will, at all times, keep confidential and secret and will not disclose to any person (other than a person so authorised by the Provider on a need-to-know basis), any information, materials or documents acquired in connection with the Services which concern the identity, medical condition, treatment received or other personal data (within the meaning of the Data Protection Act 2018) of any employee.

**10. Data Protection**

- 10.1. This clause sets out the framework for sharing of Personal Data between the Parties, each acting as independent Data Controllers and processors.
- 10.2. The Buyer being the Data Controller of data it shares with the Provider and the processor of data received from the Provider during service provision.
- 10.3. The Provider being the Data Processor of data the Buyer shares with the Provider, and the Data Controller of data obtained from employees of the Buyer.
- 10.4. The purposes for which the Personal Data may be used and definition of the principles that the Parties shall adhere to and the responsibilities of the Parties to each other are set out herein.
  - 10.4.1. Warranties. Fair and Lawful Processing
    - 10.4.1.1. The Provider and the Buyer shall each, at all times, comply with their respective obligations under all applicable Data Protection Laws in connection with this Agreement.

- 10.4.1.2. The sharing of Personal Data is necessary to support the Provider's provision of the Services.
- 10.4.1.3. Both Parties acknowledge the importance of data privacy of individuals to whom Personal Data may relate and commit not to process Personal Data obtained from each other for any purpose other than in relation to the Services unless required to do so by law, required in order to establish or defend legal claims, authorized by the other Party or the Party has obtained consent from the Data Subject.
- 10.4.1.4. Each Party represents and warrants that it has provided a data privacy notice and obtained consent (if legally required) from the Data Subjects whose Personal Data is being shared with the other Party and that such notice and consent is in accordance with applicable Data Protection Laws and allows for the desired use of such Personal Data by the other Party. The Provider warrants to ensure that the Buyer is provided with privacy notice updates where necessary and the Buyer warrants that it will publish an up-to-date privacy notice for employees to view. Should a Party learn that it has provided Personal Data that may not be shared pursuant to a consent or notice, such Party shall promptly notify the other Party so that the affected Personal Data can be deleted as per the relevant privacy notice.
- 10.4.1.5. The Party receiving Personal Data shall ensure that the access to the Personal Data is limited to those of its personnel who need to have access to it and that such personnel are informed of the confidential nature of the Personal Data.
  - 10.4.1.5.1. Staff involved with data processing shall be subject to confidentiality agreements, non-disclosure obligations, data training and where appropriate background checks.
- 10.4.1.6. In relation to the use of Personal Data under these terms each Party undertakes that Personal Data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage using appropriate technical or organisational measures.
- 10.4.2. Data Subjects' Rights
  - 10.4.2.1. The Parties agree that the responsibility for complying with Data Subject Requests falls to the Party receiving the Data Subject Request in respect of the Personal Data held and under the responsibility of that Party as Data Controller.
  - 10.4.2.2. The Parties agree to cooperate and provide reasonable assistance as is necessary to each other to enable them to (1) comply with applicable Data Protection Laws, (2) comply with Data Subject Requests and (3) respond to any other queries or complaints from Data Subjects.
- 10.4.3. Data Storage, Retention and Deletion
  - 10.4.3.1. Data storage and processing conducted by the Provider, shall be through a specific occupational health software platform, which conforms with relevant data security standards.
  - 10.4.3.2. The Party receiving Personal Data from the other Party shall not Process the Personal Data for longer than necessary to fulfil the Services unless otherwise required by Applicable Laws.
- 10.4.4. Transfers
  - 10.4.4.1. Subject to and always in compliance with Data Protection Laws, each Party may transfer Personal Data to its Affiliates or Subcontractors and always under appropriate contractual restrictions and in accordance with Applicable Data Protection Laws. Each Party shall not disclose or transfer relevant Personal Data to an Affiliate or a Subcontractor outside the European Economic Area without ensuring that adequate protections in accordance with Applicable Law will be afforded to Personal Data.
- 10.4.5. Personal Data Breach
  - 10.4.5.1. In the event a Party suffers a Personal Data Breach, such Party shall ensure it complies with Data Protection Laws and, if applicable, complies with any obligations to notify the Data Protection Supervisory Authority, Data Subjects or other regulatory bodies as required by Applicable Laws regarding the Personal Data Breach.

- 10.4.5.2. To the extent that the Provider suffers a Personal Data Breach that (1) has an impact on the Services or (2) relates to Personal Data the Buyer shared with the Provider, the Provider shall promptly notify the Buyer about such Personal Data Breach.
- 10.4.6. Indemnification
  - 10.4.6.1. Each Party shall indemnify, defend and hold the other(s) harmless from and against any and all liabilities, claims, losses, suits, judgments, and reasonable legal fees arising from any act, error, omission or failure giving rise to a breach by the other Party, its personnel, agents or subcontractors of relevant data protection obligations arising under this Agreement or at law (a "Relevant Breach").

## **11. Health & Safety**

- 11.1. The Buyer will be responsible for informing the Provider and its staff of any specific Health & Safety protocol or procedures, including evacuation in the event of an emergency, which must be adhered to in the event they attend a Buyer location.
- 11.2. The Buyer will ensure that all Provider staff are not left alone in the building they are situated in, to include any work conducted outside of standard hours.
- 11.3. The Provider will notify the Buyer, during service provision, of any situation that is reportable by them under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR), any injury reported by an employee to the Provider, any health condition that the Provider has concerns that could adversely affect the Buyers other employees and its production or its business.

## **12. Insurances**

- 12.1. The Provider will hold insurances in relation to its business activities as follows and ensure the policies provide sufficient cover for all services outlined in these terms and conditions.
  - 12.1.1. Medical Malpractice and Professional Indemnity insurance - £5,000,000.00.
  - 12.1.2. Public and Product liability insurance - £5,000,000.00.
  - 12.1.3. Employer's Liability insurance - £10,000,000.00.

## **13. Liability**

- 13.1. Nothing in this document shall limit or exclude the liability or remedy of either Party:
  - 13.1.1. For death or personal injury caused by its negligence, or that of its employees, agents or sub- contractors;
  - 13.1.1. for death or personal injury caused by its negligence, or that of its employees, agents or sub- contractors;
  - 13.1.2. for fraud or fraudulent misrepresentation;
  - 13.1.3. for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
  - 13.1.4. under any indemnity in this Agreement; or
  - 13.1.5. for any act, omission or matter, liability for which may not be excluded or limited under Applicable Law.
- 13.2. Subject to Clause 13.1, neither Party will be liable to the other for any indirect, special, consequential loss or loss of profits.
- 13.3. Subject to Clause 13.1, each Party's total aggregate liability arising under or in connection with this document, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise howsoever, shall in all circumstances be limited to 125% of the aggregate amount paid and/or payable to the Provider pursuant to this document.

## **14. Force Majeure**

- 14.1. Either party shall not be in breach of these terms and conditions if there is any total or partial failure of performance by it of its duties and obligations, occasioned by any act of God, fire, act of Government or state war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond its control.

**15. Notice**

15.1. All notices, requests, demands or other communications required or permitted by the terms of these terms and conditions will be given in writing and delivered as follows:

15.1.1. Corazon Health Limited, 5-6 The Mill, Copley Hill Business Park, Cambridge Road, Cambridge, England, CB22 3GN

**16. Assignment**

16.1. The Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under these terms and conditions without the prior written consent of the Buyer.

**17. Entire Agreement**

17.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting these terms and conditions except as expressly provided in these terms and conditions.

**18. Enurement**

18.1. These terms and conditions will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

**19. Titles/Headings**

19.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting these terms and conditions.

**20. Governing Law**

20.1. It is the intention of the Parties to these terms and conditions that these terms and conditions and the performance of Services under these terms and conditions, and all suits and special proceedings under these terms and conditions, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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Reviewed: Nov 2024

To be reviewed: Nov 2027