Customer Details:			
Company Registered Name/Name Sole Trader		GPhC Reg. No.	
Trading Name			
Number & Street			
Town			
County			
Postcode			
Telephone Number			
Fax Number			
Email Address / Web Address			

Day	Opening Hours (Open)	Opening Hours (Close)	Closed for lunch? (tick as appropriate)	Lunch Closing Times (From)	Lunch Closing Times (Until)
Monday			**Yes ☐**		
Tuesday			**Yes ☐**		
Wednesday			**Yes ☐**		
Thursday			**Yes ☐**		
Friday			**Yes ☐**		
Saturday			**Yes ☐**		

Pharmacy / Business Type: (Please tick as appropriate)	Pharmacy Status: (Please tick as appropriate)	Other Info.
☐Online Pharmacy ☐100 Hrs Pharmacy ☐72 Hrs Pharmacy ☐40 Hrs Pharmacy	☐ Partnership ☐ Private Limited Company ☐ Public Limited Company ☐ Limited Liability Company Reg. No: _____	☐ E-Statement ☐ No Of Branches (_____) ☐ Other (Please Specify)

Please select payment method:	
Direct Debit	☐ **Direct Debit** *(please complete the DD mandate at the end of this application form)*
BACS	☐ **BACS**

Please select the intended use for this account:	
Single Pharmacy	☐ Supply to Single Pharmacy.
Bulk Ordering	☐ Supply to Multiple Pharmacies within the same legal entity. **Declaration**

	Bulk ordering will be supplied to my own network of Pharmacies only, which are under the same legal entity. This stock will not be used for external wholesale.

Pharmacy Contact:		
Owner's Detail:	Name:	Phone No:
	E-mail	Mobile No:

Accounts Contact:		
Name:	Phone No:	Ext:
E-mail:	Mobile No:	Fax No:

Ordering Method(s): (Please tick as appropriate)				
☐ PMR Please provide Cascade:	☐ Online	☐ Telephone	☐ Fax	☐ E-Mail

Trade Reference (1)		**Trade Reference (2)**	
Name:		Name:	
Address:		Address:	
Post code:	Tel:	Post code:	Tel:

Authorisation:		
By signing and returning this form: I/we agree to be bound by Medihealth Northern Ltd Terms and Condition of sale overleaf, and the declaration on page 1, if '*bulk ordering'* is selected. The above information is true and accurate.		
Sign:	**Print Name:**	**Date:**

Office use only		
Account code:	**Account No:**	**Credit Limit:**

If Direct Debit selected complete the below:

Please fill in the whole form using a ball point pen and send it to:
or MHNaccounts@medihealthnorth.co.uk

MEDIHEALTH (NORTHERN) LIMITED

LYNSTOCK HOUSE

LYNSTOCK WAY

LOSTOCK

BOLTON

BL6 4SA

Instruction to your bank or building society to pay by Direct Debit

Service user number

7	8	0	1	4	1

Name(s) of account holder(s)

Reference

Bank/building society account number

Branch sort code

Instruction to your bank or building society

Please pay Medihealth (Northern) Limited Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Medihealth (Northern) Limited and, if so, details will be passed electronically to my bank/building society. Banks and building societies may not accept Direct Debit Instructions for some types of account

Name and full postal address of your bank or building society

To: The Manager Bank/building society

Address

Postcode

Signature(s)

Date

THE DIRECT DEBIT GUARANTEE – *this should be detached and retained by the payer.*

- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Medihealth (Northern) Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Medihealth (Northern) Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Medihealth (Northern) Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
  - If you receive a refund you are not entitled to, you must pay it back when Medihealth (Northern) Limited asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

Terms and Conditions

The customer's attention is drawn in particular to the provisions of clause 10.

1. INTERPRETATION

1.1

Definitions. In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Force Majeure Event: has the meaning given in clause 11.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form, the customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.

Supplier: Medihealth (Northern) Ltd, (registered in England and Wales with company number 05030210.

1.2

Construction. In these Conditions, the following rules apply:

1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
2. A reference to a party includes its personal representatives, successors or permitted assigns.
3. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
4. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
5. A reference to writing or written includes faxes.

2. BASIS OF CONTRACT

2.1

These Conditions apply to the Contract to the exclusion of any other terms that the customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2

The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the order and any applicable Specification submitted by the Customer are complete and accurate.

2.3

The Order shall only be deemed to be accepted when the Supplier issues a written (issues a verbal, written, electronic instruction of) acceptance of the Order, at which point the contract shall come into existence.

2.4

The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the contract.

2.5

Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force.

3. GOODS

3.1

The Goods are described in the Specification.

3.2

The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1

The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2

The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after the Supplier notifies the Customer that the Goods are ready.

4.3

Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

4.4

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5

If the Customer fails to accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until delivery takes place, and charge the customer for all related costs and expenses (including insurance).

4.6

If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7

The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.8

Any Order with a total value of less than £150 (including VAT) may be subject to a delivery charge of £5.00.

5. QUALITY

5.1

The Supplier warrants that on delivery, the Goods shall:

(a) Conform in all material respects with their description and any applicable Specification.

(b) Be free from material defects in design, material and workmanship; and

(c) Be fit for any purpose held out by the Supplier.

5.2

Subject to clause 5.3, if:

(a) The Customer gives notice in writing to the Supplier within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) The Supplier is given a reasonable opportunity of examining such Goods; and

(c) The Customer (if asked to do so by the Supplier) returns such Goods to the

Supplier's place of business at the Customer's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the

price of the defective Goods in full.

5.3

The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

(a) The Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

(b) The defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) The defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

(d) The Customer alters or repairs such Goods without the written consent of the Supplier;

(e) The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4

Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

5.6

These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.7

All Goods returned shall be accompanied by a Return Goods Notice which must quote:

(a) The Customer's name and address, the quantity, description, size and strength of the Goods, the Order number, the Invoice number and the reason for return.

5.8

All Goods returned shall be in their original packaging.

6. TITLE AND RISK

6.1

The risk in the Goods shall pass to the Customer on completion of delivery.

6.2

Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3

Until title to the Goods has passed to the Customer, the Customer shall:

(a) Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

(b) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) Notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.2; and

(e) Give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4

If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2, then, without limiting any other right or remedy the Supplier may have:

(a) The Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) The Supplier may at any time:

(i) Require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another

product; and

(ii) If the Customer fails to do so promptly, enter any premises of the customer or of any third party where the Goods are stored in order

to recover them.

7. PRICE AND PAYMENT

7.1

The price of the Goods shall be the price set out in the Order Confirmation or as agreed with the sales agent, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

7.2

The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) Any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour,

materials and other manufacturing costs);

(b) Any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) Any delay caused by any instructions of the Customer or failure of the customer to give the Supplier adequate or accurate information or instructions.

7.3

The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

7.4

The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.5

The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

7.6

The Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.

7.7

If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The customer shall pay the interest together with the overdue amount.

7.8

The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

7.9

If the Buyer defaults in the fulfilment of any of its obligations under this clause, all reasonable costs incurred by the Seller in obtaining payment will be borne by the Buyer, these may include but are not limited to legal fees, collection agency charges and the cost of obtaining a judgement regarding the payment of any outstanding sums)

8. RECALL

8.1

The Buyer will comply to all reasonable requests regarding recall of any Goods or any part of any Goods initiated by the holder of the marketing authorisation for the Goods licence or the Seller.

9. TERMINATION AND SUSPENSION

9.1

If the Customer becomes subject to any of the events listed in clause 9.2, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer.

9.2

For the purposes of clause 9.1, the relevant events are:

(a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(b) The Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than] (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;

(d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;

(e) (being a company) the holder of a qualifying floating charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

(f) A person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;

(g) (being an individual) the Customer is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(i) Any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(a) to clause 9.2(f) (inclusive);

(j) The Customer suspends, threatens to suspends, ceases or threatens to cease to carry on all or a substantial part of its business;

(k) The Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and

(l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3

Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.2(a) to clause 9.2(l), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.4

On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

9.5

Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.6

Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1

Nothing in these Conditions shall limit or exclude the Supplier's liability for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) Fraud or fraudulent misrepresentation;

(c) Breach of the terms implied by section 12 of the Sale of Goods Act 1979;

(d) Defective products under the Consumer Protection Act 1987; or

(e) Any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2

Subject to clause 10.1:

(a) The Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

(b) The Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

11. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (Whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

12.1

Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or

obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.2

Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.3

Severance.

(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.

(b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.4

Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5

Third party rights. A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.6

Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

12.7

Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its 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.

12.8

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

WEBSITE SPECIFIC TERMS

1. Whilst every effort is made to ensure the data and information on this website is accurate there are times when some information will be factually in error / different from fact. As such we must stress that the information on the website (provided by Medihealth Northern Ltd) only serves general information purposes; it may be subject to change at any time without prior notice to the user. This includes pricing, stock levels, delivery estimates, invoice values & account information (and the accuracy of said information). Hard copy invoices, statements & documentation (received by post / delivery) will always take precedence over website data.
2. To prevent abuse of our web based stock indicators - we do not divulge numeric stock levels to the user. Part of this mechanism will affect the way the website calculates shipping costs when you build an order. Specifically; if an item shows as “in stock” on the website but you order more than what is actually in stock, the delivery charge will be calculated on what was in stock & not the quantity you requested. In reality this means you could confirm an order online with ‘Free Shipping’ but it will have shipping costs added during the submission process if the quantities in stock where not enough to fulfil the minimum spend for free delivery – details of this will be included in your orders confirmation email.

E & OE.