



## SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES ORDER FORM

1. Contract Reference	C305282	
2. Buyer/Corporate Client	Secretary of State for the Department of Health and Social Care (DHSC) 39 Victoria Street London SW1H 0EU	
3. Boots	Boots UK Limited 1 Thane Road West, Nottingham NG2 3AA Company Number 928555	
4. The Contract	<p>This Contract between the Buyer and Boots is for the supply of Deliverables.</p> <p>Boots shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and Annex 2 – Specification.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>	
5. Deliverables	Goods	N/A
	Services	<p>Description: as set out in <b>Annex 1 - Boots Corporate Pharmacy Services</b></p> <p>The Boots Corporate Pharmacy Services are:</p> <ul style="list-style-type: none"><li>• The provision of 1,000 Influenza (Flu) Vaccine Vouchers with an option to purchase an additional 600 depending on demand (and stock availability) to the DHSC for use by their Employees.</li><li>• Digital e-Vouchers to be distributed to DHSC Employees 1 (one) week after the date the Contract is countersigned.</li><li>• The initial 1,000 e-vouchers can be redeemed at participating Boots Pharmacies immediately after issue.</li></ul>



	<ul style="list-style-type: none"><li>• An additional 600 e-vouchers will be made available subject to demand (and stock availability) which will be distributed once the initial 1,000 have been used.</li><li>• Boots Corporate Flu vouchers may be redeemed from 23/09/2024 until: 30/11/2024</li></ul>
<b>6. Specification</b>	<p>The specification of the Deliverables is as set out in <b>Annex 1 – Boots Corporate Pharmacy Services</b></p> <p><b>Background</b></p> <p>The procurement of flu vouchers to support staff to access the flu vaccine during the peak periods for the flu virus supports the nation to control the flu virus and helps to alleviate the pressure the NHS faces every winter (<a href="https://www.gov.uk/annual-flu-programme">www.gov.uk annual flu programme</a>)</p> <p>Offering flu vouchers will support staff to access the vaccine and therefore reduce the risk of staff contracting the virus and taking medical absence.</p> <p>The offer of flu vouchers for staff who cannot claim the vouchers through the NHS is Civil Service best practice. The DHSC has offered flu vouchers as part of the department's wellbeing offer since circa 2016.</p> <p>It is for these reasons that the issue of flu vouchers to staff who cannot claim the vouchers through the NHS meets all three of the business priorities:</p> <p>To improve the quality of public services in terms of the delivery of agreed outcomes (effectiveness). For example, by meeting new policy changes and operational targets.</p> <p>To reduce the cost of public services in terms of the required inputs (economy). For example, through 'invest to save' schemes and spend on innovative technologies.</p> <p>To meet statutory, regulatory, or organisational requirements and accepted best practice (compliance). For example, new health and safety legislation or building standards.</p> <p>It is recommended the department supports the issue of flu vouchers for staff who are not eligible to access the flu vaccine through their GP on the NHS as defined in the <a href="#">national flu immunisation programme plan</a>.</p>
<b>7. Start Date</b>	As set out in Clause 1.3 of Annex 1 - BOOTS CORPORATE PHARMACY SERVICES TERMS AND CONDITIONS



<b>8. Expiry/Termination</b>	As set out in Annex 1 - BOOTS CORPORATE PHARMACY SERVICES TERMS AND CONDITIONS
<b>9. Charges</b>	<p>The Charges for the Deliverables shall be:</p> <div data-bbox="379 465 1455 1010"><div data-bbox="379 465 1193 1010"></div><div data-bbox="1193 477 1428 562"><b>Total Cost</b></div><div data-bbox="1193 898 1428 965"><b>£20,600</b></div></div>
<b>10. Payment</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by Boots.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: <a href="mailto:Mb-paymentsqueries@dhsc.gov.uk">Mb-paymentsqueries@dhsc.gov.uk</a></p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have any query regarding an outstanding payment, please contact our Accounts Payable section by email to: <a href="mailto:Mb-paymentqueries@dhsc.gov.uk">Mb-paymentqueries@dhsc.gov.uk</a></p>
<b>11. Buyer Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be:</p> <div data-bbox="379 1917 1495 2116"></div>



<b>12. Boots' Authorised Representative(s)</b>	<p>For general liaison your contact will continue to be:</p>												
<b>13. Address for notices</b>	<table><tr><td>Secretary of State for the Department of Health and Social Care</td><td></td></tr><tr><td>39 Victoria Street</td><td>Boots UK Limited</td></tr><tr><td>London</td><td>1 Thane Road West,</td></tr><tr><td>SW1H 0EU</td><td>Nottingham</td></tr><tr><td>UK</td><td>NG2 3AA</td></tr><tr><td></td><td>UK</td></tr></table>	Secretary of State for the Department of Health and Social Care		39 Victoria Street	Boots UK Limited	London	1 Thane Road West,	SW1H 0EU	Nottingham	UK	NG2 3AA		UK
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Signed for and on behalf of Boots UK Limited

Signed for and on behalf of the Buyer acting on  
behalf of the Crown

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- **ANNEX 1 BOOTS CORPORATE PHARMACY SERVICES TERMS AND CONDITIONS**

## **1. DEFINITIONS**

### **1.1. BOOTS**

BOOTS UK LIMITED INCORPORATED AND REGISTERED IN ENGLAND AND WALES WITH COMPANY NUMBER 928555 WHOSE REGISTERED OFFICE IS AT 1 THANE ROAD WEST, NOTTINGHAM NG2 3AA.

### **1.2. BOOTS CORPORATE PHARMACY SERVICES**

THE PROVISION OF VOUCHERS TO (i) CORPORATE CLIENTS FOR USE BY THEIR EMPLOYEES AND (ii) DISTRIBUTORS FOR DISTRIBUTION TO DISTRIBUTOR'S CLIENTS FOR USE BY THEIR EMPLOYEES.

### **1.3. COMMENCEMENT DATE**

THE DATE OF ACCEPTANCE OF THESE TERMS AND CONDITIONS OR THE DATE ON WHICH BOOTS FIRST PROVIDES VOUCHERS TO THE CORPORATE CLIENT OR DISTRIBUTOR, WHICHEVER IS EARLIER.

### **1.4. CORPORATE CLIENT/ BUYER**

THE ENTITY SIGNING UP FOR AN ACCOUNT ON THE CORPORATE VOUCHER WEBSITE AND PURCHASING THE BOOTS CORPORATE PHARMACY SERVICES FOR THE BENEFIT OF ITS OWN EMPLOYEES.

### **1.5. CORPORATE VOUCHER WEBSITE**

MEANS [WWW.BOOTSCORPORATEHEALTH.COM](http://WWW.BOOTSCORPORATEHEALTH.COM).

### **1.6. DATA PROTECTION LAWS**

ALL APPLICABLE LAWS AND REGULATIONS RELATING TO DATA PROTECTION, PRIVACY AND THE PROCESSING OF PERSONAL DATA FROM TIME TO TIME IN FORCE IN ANY APPLICABLE JURISDICTION, INCLUDING WITHOUT LIMITATION THE FOLLOWING (EACH AS AMENDED OR REPLACED FROM TIME TO TIME AND ANY SUBORDINATE LEGISLATION MADE PURSUANT THERETO): APPLICABLE EU LEGISLATION INCLUDING BUT NOT LIMITED TO THE RETAINED EU VERSION OF THE GENERAL DATA PROTECTION REGULATION 2016/679 (UK GDPR) AND THE E-PRIVACY DIRECTIVE 2002/58/EC (AS AMENDED BY DIRECTIVE 2009/136/EC, THE DATA PROTECTION DIRECTIVE (95/46/EC), THE ELECTRONIC COMMUNICATIONS DATA PROTECTION DIRECTIVE (2002/58/EC)) AND THEIR NATIONAL IMPLEMENTING LEGISLATIONS; THE UK DATA PROTECTION ACT 2018, THE PRIVACY AND ELECTRONIC COMMUNICATIONS (EC DIRECTIVE) REGULATIONS 2003 (SI 2426/2003) AS AMENDED, THE REGULATION OF INVESTIGATORY POWERS ACT 2000, THE TELECOMMUNICATIONS (LAWFUL BUSINESS PRACTICE) (INTERCEPTION OF COMMUNICATIONS) REGULATIONS 2000 (SI 2000/2699) AND INCLUDING WHERE APPLICABLE GUIDANCE AND CODES OF PRACTICE ISSUED BY THE UK'S INFORMATION COMMISSIONER'S OFFICE.

### **1.7. DISTRIBUTOR**

THE ENTITY SIGNING UP FOR AN ACCOUNT ON THE CORPORATE VOUCHER WEBSITE AND PURCHASING THE BOOTS CORPORATE PHARMACY SERVICES, WHERE BOOTS HAS EXPRESSLY AGREED IN WRITING (INCLUDING EMAIL) THAT THE DISTRIBUTOR MAY DISTRIBUTE VOUCHERS TO DISTRIBUTOR'S CLIENTS FOR THE BENEFIT OF THE DISTRIBUTOR'S CLIENTS' EMPLOYEES.

### **1.8. DISTRIBUTOR'S CLIENTS**



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THE CORPORATE CUSTOMERS OF THE DISTRIBUTOR. ANY REFERENCE TO AN OBLIGATION ON THE DISTRIBUTOR'S CLIENTS SHALL BE DEEMED TO MEAN AN OBLIGATION ON THE DISTRIBUTOR TO PROCURE THAT THE DISTRIBUTOR'S CLIENTS COMPLY WITH THE SAME.

#### **1.9. EMPLOYEE**

EMPLOYEE, STAFF MEMBER OR CONTRACTOR OF CORPORATE CLIENT OR DISTRIBUTOR'S CLIENT WHO THE CORPORATE CLIENT OR DISTRIBUTOR'S CLIENT PROPOSES AS BEING ELIGIBLE TO RECEIVE THE VACCINATION FROM BOOTS.

#### **1.10. EMPLOYEE PERSONAL DATA**

PERSONAL DATA RELATING TO EMPLOYEES PROVIDED BY OR ON BEHALF OF THE CORPORATE OR DISTRIBUTOR'S CLIENT TO BOOTS AND/OR ITS SERVICE PROVIDER, IN ORDER FOR BOOTS TO PERFORM ITS OBLIGATIONS PURSUANT TO THESE TERMS AND CONDITIONS AND TAKE THE FULL BENEFIT OF ITS TERMS.

#### **1.11. PERSONAL DATA**

HAS THE MEANING SET OUT IN DATA PROTECTION LAWS.

#### **1.12. PROCESS/PROCESSING**

HAS THE MEANING SET OUT IN DATA PROTECTION LAWS.

#### **1.13. SERVICE PROVIDER**

BOOTS' SERVICE PROVIDER OF ITS ONLINE PLATFORM FOR THE PURCHASE OF VOUCHERS FROM TIME TO TIME, CURRENTLY ASE.

#### **1.14. VACCINATION**

THE VACCINATION SERVICES PROVIDED DIRECTLY BY BOOTS TO THE EMPLOYEE WHICH MAY INCLUDE BUT IS NOT LIMITED TO FLU, PNEUMONIA, HEPATITIS B, HEPATITIS A, HEPATITIS A&B COMBINED, DTP (DIPHTHERIA, TETANUS, PERTUSSIS (WHOOPING COUGH) AND SUCH OTHER SERVICES AS MAY BE DETERMINED BY BOOTS.

#### **1.15. VOUCHERS**

THE VOUCHERS SPECIFIED ON THE CORPORATE VOUCHER WEBSITE AND SELECTED BY THE CORPORATE CLIENT OR DISTRIBUTOR AND ANY ADDITIONAL VOUCHERS WHICH BOOTS AGREES FROM TIME TO TIME TO PROVIDE TO THE CORPORATE CLIENT OR DISTRIBUTOR, IN EACH CASE WHICH MAY BE DELIVERED AS E-VOUCHERS.

- **2. BOOTS CORPORATE PHARMACY SERVICES AND VACCINATIONS**

#### **2.1**

SUBJECT TO THESE TERMS AND CONDITIONS, BOOTS PROVIDES THE CORPORATE CLIENT OR DISTRIBUTOR (AS APPLICABLE) WITH ACCESS TO ITS BOOTS CORPORATE PHARMACY SERVICES.

#### **2.2**

CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL PURCHASE VOUCHERS FOR VACCINATIONS VIA THE SERVICE PROVIDER'S PLATFORM FOR THE BENEFIT OF ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS AND CONDITIONS. CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL SIGN UP FOR AN ACCOUNT AND AGREE TO THESE TERMS AND CONDITIONS IN ORDER TO PURCHASE VOUCHERS FROM BOOTS VIA THE



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CORPORATE VOUCHER WEBSITE. SAVE FOR THE INITIAL ACCOUNT SET UP VIA THE CORPORATE VOUCHER WEBSITE, THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL SEND ALL CORRESPONDENCE TO BOOTS TO THE SHARED MAILBOX BOOTS CORPORATE HEALTH HELP@BOOTSCORPORATEHEALTH.COM WHICH IS MONITORED BY THE SERVICE PROVIDER. THE SUBJECT HEADER OF ANY EMAIL MUST CONTAIN THE REFERENCE NUMBER SUPPLIED.

## 2.3

ORDERS MAY BE DECLINED IF CORPORATE CLIENT AND/OR DISTRIBUTOR FAILS TO COMPLETE ALL SUPPORTING MATTER CORRECTLY.

## 2.4

NOTHING IN THESE TERMS AND CONDITIONS SHALL OBLIGE BOOTS TO PROVIDE ANY VOUCHERS TO THE CORPORATE CLIENT AND/OR DISTRIBUTOR FROM TIME TO TIME. ORDERS SHALL BE PLACED ON AN AD HOC BASIS AS AGREED WITH BOOTS AND ARE SUBJECT TO BOOTS' ACCEPTANCE (IN ITS SOLE AND ABSOLUTE DISCRETION) EACH TIME.

## 2.5

CORPORATE CLIENT AND/OR DISTRIBUTOR MAY ACCESS THE DATA ON ITS ACCOUNT RELATING TO THE BOOTS CORPORATE PHARMACY SERVICES FOR THREE (3) MONTHS FOLLOWING EXPIRY OF THE VOUCHERS FOR THE VACCINATIONS. BOOTS MAY IN EXCEPTIONAL CIRCUMSTANCES AT ITS SOLE DISCRETION PROVIDE DETAILS ABOUT THE REDEMPTION OF THE VOUCHERS BY EMPLOYEES.

## 2.6

SERVICE PROVIDER WILL ASSIGN VOUCHERS TO CORPORATE CLIENT OR DISTRIBUTOR'S ACCOUNT. DISTRIBUTOR MAY REQUEST BOOTS (VIA ITS SERVICE PROVIDER) TO SET UP ACCOUNTS FOR DISTRIBUTOR'S CLIENTS FROM TIME TO TIME AND DISTRIBUTOR MAY INSTRUCT BOOTS (VIA ITS SERVICE PROVIDER) TO ALLOCATE VOUCHERS FROM THE DISTRIBUTOR'S ACCOUNT TO SPECIFIC DISTRIBUTOR'S CLIENT ACCOUNTS. THE DISTRIBUTOR (NOT BOOTS) IS THEN RESPONSIBLE FOR THE ONWARD DISTRIBUTION OF THE VOUCHERS TO EMPLOYEES.

## 2.7

CORPORATE CLIENT OR DISTRIBUTOR'S CLIENTS SHALL PROVIDE A LIST OF EMPLOYEES AND CONTACT DETAILS TO BOOTS AND ITS SERVICE PROVIDER IN THE FORMAT AND IN THE TIMESCALES REQUIRED BY BOOTS. THE SERVICE PROVIDER SHALL ASSIGN EACH EMPLOYEE WITH UNIQUELY CODED VOUCHERS FOR THE EMPLOYEE TO REDEEM IN A PARTICIPATING BOOTS PHARMACY AND RECEIVE THE VACCINATION(S).

## 2.8

THE CORPORATE CLIENT AND/OR DISTRIBUTOR MUST NOTIFY THE SERVICE PROVIDER, WITHIN THREE (3) WORKING DAYS OF RECEIPT OF THE VOUCHERS, OF ANY DISCREPANCIES IN THE VOUCHERS SUPPLIED AGAINST WHAT WAS ORDERED.

## 2.9

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO BOOK THEIR APPOINTMENT VIA BOOTS.COM PRIOR TO PRESENTING AT THE PARTICIPATING BOOTS PHARMACY. VOUCHERS MUST BE PURCHASED PRIOR TO AN EMPLOYEE ACCESSING THE VACCINATION.





2.10

THE VOUCHER CODE MUST BE PRESENT FOR VACCINATIONS OTHERWISE EMPLOYEE WILL BE REFUSED ACCESS TO THE VACCINATION. EACH CODE IS UNIQUE TO THE EMPLOYEE, COPIED CODES ARE NOT ACCEPTABLE.

2.11

VOUCHERS CAN ONLY BE REDEEMED BY THE ASSIGNED EMPLOYEE. VOUCHERS MAY ONLY BE TRANSFERRED TO ANOTHER EMPLOYEE WHERE BOOTS DETERMINES THAT THE ORIGINAL EMPLOYEE IS INELIGIBLE FOR THE VACCINATIONS. IN SUCH SITUATIONS THE ORIGINAL EMPLOYEE MUST NOTIFY THE CORPORATE CLIENT OR DISTRIBUTOR'S CLIENT, WHO WILL IN TURN NOTIFY THE SERVICE PROVIDER AND THE SERVICE PROVIDER WILL ADD THE VOUCHER BACK TO THE CORPORATE CLIENT OR DISTRIBUTOR'S CLIENT ACCOUNT. THE VOUCHER MAY THEN BE ASSIGNED TO ANOTHER EMPLOYEE.

2.12

THE VACCINATIONS PROVIDED ARE DIRECTLY BETWEEN BOOTS AND THE EMPLOYEE WHEN BOOTS ADMINISTERS AND/OR PROVIDES THE VACCINATIONS.

2.13

VACCINATIONS ARE PROVIDED BY SPECIALLY TRAINED PHARMACISTS OR TRAINED NON-PHARMACIST PROFESSIONALS IN PARTICIPATING BOOTS PHARMACIES ACROSS THE UK, SUBJECT TO STORE OPENING TIMES, PHARMACIST AND STOCK AVAILABILITY.

2.14

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO CHECK THE OPENING TIMES FOR THEIR CHOSEN BOOTS PHARMACY BEFORE TRAVELLING TO THEIR APPOINTMENT.

2.15

THE VACCINATIONS ARE SUBJECT TO ELIGIBILITY CRITERIA (WHICH CAN BE FOUND AT BOOTS.COM OR AVAILABLE FROM BOOTS ON REQUEST) AND CONSULTATION WITH A BOOTS PHARMACIST OR TRAINED NON-PHARMACIST PROFESSIONAL. IN ORDER TO RECEIVE THE VACCINATION(S), EMPLOYEES MUST CONSENT. THE PHARMACIST OR TRAINED NON-PHARMACIST PROFESSIONAL SHALL ASSESS THE SUITABILITY OF THE EMPLOYEE TO RECEIVE THE VACCINATION AND THEIR DECISION AS TO WHETHER AN EMPLOYEE IS SUITABLE SHALL BE FINAL. ALL VACCINATIONS ARE PROVIDED AT THE PROFESSIONAL DISCRETION OF THE INSTORE BOOTS PHARMACIST OR TRAINED NON-PHARMACIST PROFESSIONAL.

2.16

EMPLOYEES MUST PRESENT AT THE BOOTS PHARMACY FOR THEIR VACCINATION APPOINTMENT AT THE STORE WHERE THEY HAVE BOOKED AN APPOINTMENT.

2.17

WALK IN APPOINTMENTS CAN ONLY BE ACCOMMODATED BY EXCEPTION AT THE SOLE DISCRETION OF THE INSTORE BOOTS PHARMACIST. A VOUCHER CODE MUST BE PRESENTED DURING A WALK-IN APPOINTMENT.

2.18



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VOUCHERS CAN ONLY BE REDEEMED AT SELECTED BOOTS PHARMACIES. FURTHER INFORMATION AVAILABLE FROM BOOTS.COM OR BOOTS ON REQUEST.

#### 2.19

THE VOUCHERS ARE VALID FOR A LIMITED PERIOD. FURTHER DETAILS ARE AVAILABLE FROM BOOTS ON REQUEST. ALTERNATIVELY, PLEASE SEE THE VOUCHER FOR EXPIRY DATE.

#### 2.20

SOME VACCINATIONS MAY BE PROVIDED FOR FREE UNDER THE NHS OR EQUIVALENT BODY IN OTHER TERRITORIES FOR CERTAIN GROUPS OF PEOPLE.

#### 2.21

VOUCHERS CANNOT BE REDEEMED FOR CASH AND HAVE NO CASH VALUE.

#### 2.22

BOOTS CANNOT REPLACE ANY LOST, STOLEN OR DAMAGED VOUCHERS.

#### 2.23

THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL NOT ALTER OR AMEND ANY VOUCHERS.

### • **3. SUSPENSION AND TERMINATION**

#### 3.1

THESE TERMS AND CONDITIONS SHALL COMMENCE ON THE COMMENCEMENT DATE AND SHALL CONTINUE FOR AS LONG AS BOOTS AGREES TO PROVIDE THE VOUCHERS TO THE CORPORATE CLIENT AND/OR DISTRIBUTOR OR UNTIL TERMINATED EARLIER IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

#### 3.2

WITHOUT AFFECTING ANY OTHER RIGHT OR REMEDY AVAILABLE TO IT, BOOTS MAY EITHER SUSPEND OR TERMINATE THESE TERMS AND CONDITIONS OR THE BOOTS CORPORATE PHARMACY SERVICES WITH IMMEDIATE EFFECT IF CORPORATE CLIENT, DISTRIBUTOR OR DISTRIBUTOR'S CLIENT (I) BREACHES A MATERIAL TERM OF THESE TERMS AND CONDITIONS (IF SUCH A BREACH IS REMEDIABLE) FAILS TO REMEDY THAT BREACH WITHIN 10 WORKING DAYS OF BEING NOTIFIED IN WRITING TO DO SO; (II) TAKES ANY STEPS OR HAS ANY ACTION TAKEN AGAINST IT IN CONNECTION WITH ENTERING ADMINISTRATION OR LIQUIDATION, BEING WOUND UP, HAVING A RECEIVER APPOINTED OVER ALL OR ANY PART OF ITS ASSETS, OR BEING DEEMED TO BE UNABLE TO PAY ITS DEBTS WITHIN THE MEANING OF SECTION 123 OF THE INSOLVENCY ACT 1986; OR (III) FAILS TO PAY ANY AMOUNT DUE UNDER THESE TERMS AND CONDITIONS ON THE DUE DATE FOR PAYMENT.

#### 3.3

WITHOUT LIABILITY, BOOTS MAY AMEND, SUSPEND OR TERMINATE THESE TERMS AND CONDITIONS OR THE BOOTS CORPORATE PHARMACY SERVICES, OR REDUCE THE AMOUNT OF VACCINATIONS, IF IT IS PREVENTED FROM OR HINDERED OR DELAYED IN THE PROVISION OF THE VACCINATIONS THROUGH AN EVENT OR CIRCUMSTANCES OUTSIDE OF BOOTS' REASONABLE CONTROL WHICH SHALL INCLUDE BUT IS NOT LIMITED TO GOVERNMENT ACTION, NATIONAL EMERGENCY, FLOOD, EPIDEMIC, PANDEMIC, CIVIL COMMOTION OR BATCH FAILURE OF VACCINATIONS OR SHORTAGE OF VACCINATIONS IN THE MARKET.



3.4

ON TERMINATION OF THE TERMS AND CONDITIONS THE CORPORATE CLIENT AND/OR DISTRIBUTOR'S CLIENTS SHALL IMMEDIATELY PAY TO BOOTS ALL OF THE OUTSTANDING FEES AND INTEREST.

3.5

TERMINATION OR EXPIRY OF THE TERMS AND CONDITIONS SHALL NOT AFFECT ANY RIGHTS, REMEDIES, OBLIGATIONS OR LIABILITIES OF THE PARTIES THAT HAVE ACCRUED UP TO THE DATE OF TERMINATION OR EXPIRY, INCLUDING THE RIGHT TO CLAIM DAMAGES IN RESPECT OF ANY BREACH OF THE TERMS AND CONDITIONS WHICH EXISTED AT OR BEFORE THE DATE OF TERMINATION OR EXPIRY.

3.6

TERMINATION OR EXPIRY OF THESE TERMS AND CONDITIONS SHALL NOT AFFECT ANY RIGHTS, REMEDIES, OBLIGATIONS OR LIABILITIES OF THE PARTIES THAT HAVE ACCRUED UP TO THE DATE OF TERMINATION OR EXPIRY, INCLUDING THE RIGHT TO CLAIM DAMAGES IN RESPECT OF ANY BREACH OF THESE TERMS AND CONDITIONS WHICH EXISTED AT OR BEFORE THE DATE OF TERMINATION OR EXPIRY. FOR THE AVOIDANCE OF DOUBT, TERMINATION OF THESE TERMS AND CONDITIONS FOR ANY REASON SHALL NOT AFFECT THE ABILITY OF CORPORATE CLIENTS, DISTRIBUTOR, DISTRIBUTOR'S CLIENT'S AND EMPLOYEES TO UTILISE VOUCHERS PURCHASED AND ALLOCATED TO THEIR RESPECTIVE ACCOUNTS PRIOR TO ANY SUCH TERMINATION, SUBJECT TO THE PROVISIONS OF THESE TERMS AND CONDITIONS. THE TERMINATION OF THESE TERMS AND CONDITIONS SHALL NOT OF ITSELF MAKE BOOTS LIABLE TO PAY ANY COMPENSATION TO THE DISTRIBUTOR.

- **4. FEES**

4.1

THE CURRENT FEES APPLICABLE TO THE BOOTS CORPORATE PHARMACY SERVICES AND PAYABLE BY THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL BE AS SET OUT ON THE CORPORATE CLIENT'S AND/OR DISTRIBUTOR'S ACCOUNT. BOOTS SHALL BE PERMITTED TO UPDATE THE FEES FROM TIME TO TIME.

4.2

SERVICES ARE EXEMPT FROM VAT AND THEREFORE VAT CANNOT BE CLAIMED ON A VOUCHER/BOOTS CORPORATE PHARMACY SERVICE.

4.3

PAYMENTS SHOULD BE MADE VIA BANK TRANSFER, CARD PAYMENT OR CREDIT INVOICE. CREDIT ACCOUNTS ARE ONLY AVAILABLE FOR THOSE SPENDING £10,000 OR MORE.

4.4

WHERE THE CORPORATE CLIENT REQUESTS TO PAY VIA INVOICE: (i) BOOTS SHALL BE ENTITLED TO INVOICE FOR THE BOOTS CORPORATE PHARMACY SERVICES AT ANY TIME FOLLOWING BOOTS' ACCEPTANCE OF AN ORDER BY THE CORPORATE CLIENT; AND (ii) EXCEPT WHERE OTHERWISE AGREED IN WRITING ALL FEES FOR THE PROVISION OF THE BOOTS CORPORATE PHARMACY SERVICE AND OR VOUCHERS SHALL BE DUE AND PAYABLE BY THE CORPORATE CLIENT WITHIN 30 DAYS OF INVOICE.

4.5



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THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL QUOTE THE REFERENCE NUMBER PROVIDED ON ALL PAYMENTS MADE TO BOOTS IN ORDER TO FACILITATE ACCURATE ACCOUNT RECONCILIATION.

#### 4.6

IF CORPORATE CLIENT AND/OR DISTRIBUTOR FAILS TO PAY ANY UNDISPUTED SUM DUE UNDER THESE TERMS AND CONDITIONS BY ITS DUE DATE, THEN BOOTS SHALL BE ENTITLED BUT NOT OBLIGED TO CHARGE INTEREST ON THE OVERDUE AMOUNT FROM THE DUE DATE UP TO THE DATE OF ACTUAL PAYMENT, AFTER AS WELL AS BEFORE JUDGMENT, AT THE RATE OF 4 PER CENT PER ANNUM ABOVE THE BASE RATE FOR THE TIME BEING OF THE ROYAL BANK OF SCOTLAND PLC. SUCH INTEREST SHALL ACCRUE ON A DAILY BASIS.

#### 4.7

ALL AMOUNTS DUE SHALL BE PAID IN FULL WITHOUT ANY SET-OFF, COUNTERCLAIM, DEDUCTION OR WITHHOLDING (OTHER THAN ANY DEDUCTION OR WITHHOLDING OF TAX AS REQUIRED BY LAW).

#### 4.8

BOOTS MAY UNDERTAKE A CREDIT CHECK AND RESERVES THE RIGHT TO REJECT ORDERS IF THE CREDIT CHECK IS NOT SATISFACTORY.

#### 4.9

ONCE PURCHASED, VOUCHERS ARE NON-REFUNDABLE.

- **5. DATA PROTECTION**

#### 5.1

IN RELATION TO PROCESSING OF PERSONAL DATA FOR THE BOOTS CORPORATE PHARMACY SERVICES, BOOTS, THE CORPORATE CLIENT, THE DISTRIBUTOR AND DISTRIBUTOR'S CLIENTS ARE ACTING AS AN INDEPENDENT DATA CONTROLLER IN RELATION TO THE EMPLOYEE PERSONAL DATA. IT IS NOT ANTICIPATED THAT (I) BOOTS ON THE ONE HAND NOR (II) THE CORPORATE CLIENT/DISTRIBUTOR/DISTRIBUTOR'S CLIENTS ON THE OTHER HAND SHALL PROCESS PERSONAL DATA ON EACH OTHER'S BEHALF. IF THE DISTRIBUTOR PROCESSES PERSONAL DATA ON BEHALF OF THE DISTRIBUTOR'S CLIENTS, THE DISTRIBUTOR SHALL ENSURE THAT IT HAS AN APPROPRIATE DATA PROCESSING AGREEMENT IN PLACE.

#### 5.2

THE PARTIES AGREE TO COMPLY WITH DATA PROTECTION LAWS IN RELATION TO THE PROCESSING OF EMPLOYEE PERSONAL DATA AND IN THE CASE OF THE DISTRIBUTOR, WHEN CONTACTING THE DISTRIBUTOR'S CLIENTS.

#### 5.3

CORPORATE CLIENT AND DISTRIBUTOR'S CLIENT WARRANTS (AND THE DISTRIBUTOR SHALL ENSURE THAT THE DISTRIBUTOR'S CLIENTS WARRANTS) THAT IT HAS OBTAINED ALL THE NECESSARY CONSENTS TO ENABLE BOOTS TO PROCESS EMPLOYEE PERSONAL DATA FOR THE PURPOSES REQUIRED BY BOOTS IN ORDER TO GIVE FULL EFFECT TO THE TERMS OF THESE TERMS AND CONDITIONS, INCLUDING TO SEND VOUCHERS TO EMPLOYEES TO ENABLE EMPLOYEES TO BOOK THEIR VACCINATION APPOINTMENT.

#### 5.4



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CORPORATE CLIENT AND DISTRIBUTOR (AND DISTRIBUTOR SHALL ENSURE DISTRIBUTOR'S CLIENT'S PERMIT) PERMITS BOOTS TO CONTACT IT REGARDING FUTURE RELATED PRODUCTS AND VACCINATIONS.

## 5.5

CORPORATE CLIENT, DISTRIBUTOR AND DISTRIBUTOR'S CLIENTS ACKNOWLEDGES THAT BOOTS MAY SEPARATELY OBTAIN CONSENT FROM EMPLOYEES TO PROCESS THEIR PERSONAL DATA, FOR EXAMPLE, PURSUANT TO ITS ADVANTAGE CARD PROGRAM.

## 5.6

CORPORATE CLIENT AND DISTRIBUTOR SHALL PROVIDE TO BOOTS AND/OR ITS SERVICE PROVIDER (AS REQUIRED BY BOOTS) THE NAMES OF ITS (AND IN THE CASE OF DISTRIBUTOR, DISTRIBUTOR'S CLIENTS') KEY PERSONNEL WHO ARE AUTHORISED TO DISCUSS THE PROVISION OF THE BOOTS CORPORATE PHARMACY SERVICES WITH BOOTS.

- **6. CONFIDENTIALITY**

### 6.1

EACH PARTY AGREES TO: (I) KEEP INFORMATION IT RECEIVES FROM THE OTHER PARTY IN RELATION TO THE BUSINESS, AFFAIRS, CUSTOMERS, CLIENTS OR SUPPLIERS OF THE OTHER PARTY CONFIDENTIAL, WHETHER OR NOT SUCH INFORMATION IS MARKED CONFIDENTIAL AND IN WHATEVER FORMAT SUCH INFORMATION IS PROVIDED; (II) ONLY USE SUCH CONFIDENTIAL INFORMATION FOR THE PURPOSE OF PERFORMING ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS (III) TAKE STEPS TO PROTECT IT AS THOUGH IT WAS ITS OWN CONFIDENTIAL INFORMATION; AND (IV) ONLY DISCLOSE IT TO ITS AND ITS AFFILIATES' EMPLOYEES, OFFICERS, REPRESENTATIVES, SUBCONTRACTORS AND ADVISORS ("REPRESENTATIVES") ON A 'NEED TO KNOW' BASIS AS REASONABLY REQUIRED FOR THE PURPOSES OF THESE TERMS AND CONDITIONS. FOR THE AVOIDANCE OF DOUBT, DISTRIBUTOR SHALL NOT DISCLOSE ANY PRICING INFORMATION OF BOOTS TO DISTRIBUTOR'S CLIENTS.

### 6.2

EACH PARTY WILL ENSURE THAT ITS REPRESENTATIVES ARE BOUND BY SIMILAR OBLIGATIONS OF CONFIDENTIALITY, AND THE RECEIVING PARTY SHALL REMAIN RESPONSIBLE FOR A BREACH OF THIS CLAUSE BY ITS REPRESENTATIVES. SAVE AS SET OUT ABOVE OR REQUIRED BY LAW, DISCLOSURE OF SUCH CONFIDENTIAL INFORMATION TO THIRD PARTIES WITHOUT THE OTHER PARTY'S PRIOR WRITTEN CONSENT IS NOT PERMITTED. THESE OBLIGATIONS SHALL BE IN ADDITION TO ANY OBLIGATIONS SET OUT IN ANY NON-DISCLOSURE AGREEMENT THAT THE PARTIES ENTER INTO (IF APPLICABLE).

- **7. WARRANTIES AND REPRESENTATIONS**

### 7.1

EACH PARTY WARRANTS AND REPRESENTS THAT, AS AT THE DATE OF THESE TERMS AND CONDITIONS, IT HAS FULL CAPACITY AND AUTHORITY TO ENTER INTO THESE TERMS AND CONDITIONS.

### 7.2

BOOTS DOES NOT PROVIDE ANY WARRANTIES THAT SUCH BOOTS CORPORATE PHARMACY SERVICES WILL BE FIT FOR THE CORPORATE CLIENT'S AND/OR DISTRIBUTORS PURPOSE. ASSESSMENT AND SELECTION OF THE BOOTS



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CORPORATE PHARMACY SERVICES REMAINS THE CORPORATE CLIENT'S AND/OR DISTRIBUTOR'S SOLE RESPONSIBILITY.

### 7.3

EXCEPT AS SET FORTH IN THESE TERMS AND CONDITIONS ALL OTHER WARRANTIES (EXPRESS OR IMPLIED) ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

- **8. LIABILITY**

#### 8.1

NEITHER PARTY LIMITS ITS LIABILITY FOR:

##### 8.1.1

DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS AS APPLICABLE;

##### 8.1.2

FRAUD AND FRAUDULENT MISREPRESENTATION; AND

##### 8.1.3

ANY OTHER LIABILITY WHICH CANNOT LEGALLY BE LIMITED.

#### 8.2

SUBJECT TO CLAUSE 8.1, THE TOTAL AGGREGATE LIABILITY OF BOOTS AND ITS RESPECTIVE AFFILIATES TO THE CORPORATE CLIENT AND/OR DISTRIBUTOR WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE A MAXIMUM OF THE TOTAL FEES PAID OR PAYABLE UNDER THESE TERMS AND CONDITIONS.

#### 8.3

SUBJECT TO CLAUSE 8.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY INDIRECT LOSS OF BUSINESS OR PROFITS IN EACH CASE WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE.

- **9. ANTI-CORRUPTION**

#### 9.1

CORPORATE CLIENT WARRANTS AND UNDERTAKES THAT NEITHER IT NOR ANY ASSOCIATED PERSON WILL: (A) ENGAGE IN AN ACTIVITY, PRACTICE OR CONDUCT WHICH COULD CONSTITUTE AN OFFENCE UNDER THE US FOREIGN CORRUPT PRACTICES ACT, THE UK BRIBERY ACT 2010 OR ANY OTHER APPLICABLE ANTI-CORRUPTION LEGISLATION ("ABAC LAWS") OR IMPLICATE BOOTS IN SUCH AN OFFENCE, OR IS OTHERWISE CONTRARY TO ABAC LAWS; (B) DIRECTLY OR INDIRECTLY OFFER, PROMISE, AUTHORISE, FACILITATE, OR GIVE A BRIBE OR OTHER IMPROPER PAYMENT TO AN INDIVIDUAL, COMPANY OR GOVERNMENT OFFICIAL. CORPORATE CLIENT WILL MAINTAIN IN PLACE ADEQUATE PROCEDURES TO PREVENT ANY ASSOCIATED PERSON FROM UNDERTAKING ANY CONDUCT THAT COULD GIVE RISE TO AN OFFENCE UNDER ABAC LAWS AND SHALL IMMEDIATELY INFORM BOOTS IF IT



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BECOMES AWARE OF AN ACTUAL OR SUSPECTED BREACH OF ABAC LAWS. CORPORATE CLIENT SHALL CO-OPERATE IN ANY INVESTIGATION RELATING TO AN ALLEGED BREACH OF ABAC LAWS.

- **10. ADDITIONAL TERMS APPLICABLE TO DISTRIBUTORS**

10.1.

THE DISTRIBUTOR SHALL BE PERMITTED TO DISTRIBUTE THE VOUCHERS TO DISTRIBUTOR'S CLIENTS FOR THE SOLE BENEFIT OF THE EMPLOYEES.

10.2.

THE PARTIES ACKNOWLEDGE THAT (I) DISTRIBUTOR'S CLIENTS MAY ALSO BE CORPORATE CLIENTS OF BOOTS THAT BOOTS MAY SELL VOUCHERS TO DIRECTLY; AND (II) BOOTS MAY SELL VOUCHERS TO OTHER CUSTOMERS, WHOSE OWN CLIENTS MAY ALSO BE DISTRIBUTOR'S CLIENTS.

10.3.

THE DISTRIBUTOR SHALL KEEP ACCURATE BOOKS AND RECORDS OF THE DISTRIBUTOR'S CLIENTS TO WHOM IT HAS SOLD VOUCHERS AND THE VOLUME AND DATE THEREOF, AND PROVIDE A COPY OF THE SAME TO BOOTS ON REQUEST.

10.4.

SUBJECT TO CLAUSE 10.5, BOOTS GRANTS THE DISTRIBUTOR THE NON-EXCLUSIVE, NON-SUBLICENSABLE, NON-ASSIGNABLE RIGHT TO USE ITS APPROVED TRADE MARKS AND NAME IN THE PROMOTION, ADVERTISEMENT AND SALE OF THE VOUCHERS, SUBJECT TO THE TERMS, AND FOR THE DURATION ONLY, OF THESE TERMS AND CONDITIONS. THE DISTRIBUTOR SHALL NOT BE PERMITTED TO USE ANY OTHER TRADE MARK, BRAND OR TRADE NAME IN CONNECTION WITH THE PROMOTION, ADVERTISEMENT OR SALE OF THE VOUCHERS. THE DISTRIBUTOR SHALL COMPLY WITH ANY BOOTS' GUIDELINES RELATING TO THE USE OF ITS TRADE MARKS AND NAME AS ARE NOTIFIED TO IT.

10.5.

THE DISTRIBUTOR SHALL NOT USE ANY MARKETING OR PROMOTIONAL MATERIALS RELATING TO THE VOUCHERS AND BOOTS CORPORATE PHARMACY SERVICES WITHOUT OBTAINING BOOTS' PRIOR WRITTEN CONSENT (INCLUDING VIA EMAIL).

10.6.

THE DISTRIBUTOR SHALL AT ITS OWN EXPENSE COMPLY WITH ALL LAWS AND REGULATIONS AND APPLICABLE CODES OF CONDUCT RELATING TO ITS ACTIVITIES UNDER THIS AGREEMENT, AS THEY MAY CHANGE FROM TIME TO TIME, AND WITH ANY CONDITIONS BINDING ON IT IN ANY APPLICABLE LICENCES, REGISTRATIONS, PERMITS AND APPROVALS, AND SHALL ENSURE THAT IT MAINTAINS SUFFICIENT INSURANCES IN RELATION TO ITS OBLIGATIONS HEREUNDER.

10.7.

EACH PARTY AGREES TO COMPLY WITH THE [WBA CODE OF CONDUCT AND BUSINESS ETHICS](#).

- **11. GENERAL**

11.1.



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THESE TERMS AND CONDITIONS REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO ITS SUBJECT MATTER AND SUPERSEDES ANY PREVIOUS AGREEMENT RELATING TO ITS SUBJECT MATTER. THESE TERMS AND CONDITIONS APPLY TO THE EXCLUSION OF ANY OTHER TERMS THAT THE CORPORATE CLIENT AND/OR DISTRIBUTOR SEEKS TO IMPOSE OR WHICH ARE IMPLIED BY CUSTOM, TRADE, PRACTICE OR COURSE OF DEALING.

11.2.

EACH PARTY ACKNOWLEDGES THAT IN ENTERING INTO THESE TERMS AND CONDITIONS, IT HAS NOT RELIED IN ANY REPRESENTATION, WARRANTY OR OTHER ASSURANCE.

11.3.

THESE TERMS AND CONDITIONS MAY BE AMENDED BY BOOTS FROM TIME TO TIME. IF BOOTS AMENDS THESE TERMS AND CONDITIONS THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL BE REQUIRED TO ACCEPT THE NEW TERMS AND CONDITIONS WHEN SIGNING INTO ITS ACCOUNT. FAILURE TO ACCEPT THE NEW TERMS AND CONDITIONS SHALL MEAN THAT BOOTS IS UNABLE TO OFFER THE BOOTS CORPORATE PHARMACY SERVICES. NO STATEMENT, DESCRIPTION, INFORMATION OR RECOMMENDATION CONTAINED IN ANY BOOTS ADVERTISEMENT OR ON ITS WEBSITE, OR ANY COMMUNICATION MADE IN WRITING OR VERBALLY BY BOOTS SHALL BE CONSTRUED TO VARY THE TERMS OF THESE TERMS AND CONDITIONS.

11.4.

NEITHER PARTY SHALL MAKE ANY PRESS RELEASE OR PUBLIC STATEMENT OR ANNOUNCEMENT REGARDING THESE TERMS AND CONDITIONS OR THE RELATIONSHIP BETWEEN THE PARTIES OR ANY ANCILLARY MATTER WITHOUT THE OTHER PARTY'S PRIOR WRITTEN CONSENT.

11.5.

ALL INTELLECTUAL PROPERTY RIGHTS IN OR ARISING OUT OF OR IN CONNECTION WITH THE BOOTS CORPORATE PHARMACY SERVICES SHALL, AS BETWEEN THE PARTIES, BELONG TO BOOTS AND THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL NOT HAVE ANY RIGHTS TO USE THE SAME EXCEPT IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

11.6.

ANY NOTICES SENT UNDER THESE TERMS AND CONDITIONS SHALL BE IN WRITING AND SHALL BE DELIVERED BY HAND OR BY PRE-PAID FIRST CLASS POST: FOR BOOTS TO THE ADDRESS SPECIFIED IN THESE TERMS AND CONDITIONS AND FOR THE CORPORATE CLIENT AND/OR DISTRIBUTOR THE ADDRESS USED WHEN SIGNING UP TO AN ACCOUNT (OR AT SUCH OTHER ADDRESS AS THE RELEVANT PARTY MAY GIVE IN WRITING FOR THE PURPOSE OF SERVICE OF NOTICES UNDER THESE TERMS AND CONDITIONS) FOR THE ATTENTION OF THE COMPANY SECRETARY. ALL NOTICES CORRECTLY SERVED SHALL BE DEEMED TO HAVE BEEN SERVED IF DELIVERED BY HAND, UPON DELIVERY, OR IF DELIVERED BY PRE-PAID FIRST CLASS POST ON THE SECOND BUSINESS DAY AFTER POSTING.

11.7.

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL NOT ASSIGN, SUBCONTRACT, TRANSFER, CHARGE OR OTHERWISE DEAL WITH ALL OR ANY OF ITS RIGHTS UNDER THESE TERMS AND CONDITIONS WITHOUT THE PRIOR WRITTEN CONSENT OF BOOTS. NO SUCH





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PERMITTED ASSIGNMENT SHALL RELIEVE THE CORPORATE CLIENT OF ANY OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.

11.8.

SAVE AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, NO TERM OF THESE TERMS AND CONDITIONS IS INTENDED TO CONFER A BENEFIT ON, OR BE ENFORCEABLE BY, ANY PERSON WHO IS NOT A PARTY TO THESE TERMS AND CONDITIONS (WHETHER UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 OR OTHERWISE).

11.9.

THESE TERMS AND CONDITIONS DO NOT CREATE A PARTNERSHIP BETWEEN THE PARTIES AND NEITHER PARTY SHALL HAVE ANY AUTHORITY TO ACT IN THE NAME OR ON BEHALF OF, OR OTHERWISE BIND, THE OTHER PARTY TO ANY OBLIGATION. THE CORPORATE CLIENT AND/OR DISTRIBUTOR SHALL NOT (I) REPRESENT ITSELF AS AN AGENT OF BOOTS; (II) GIVE ANY CONDITION OR WARRANTY OR MAKE ANY REPRESENTATION ON BOOTS' BEHALF; (III) GIVE ANY PROMISE OR GUARANTEES ABOUT THE VOUCHERS OR BOOTS CORPORATE PHARMACY SERVICES, OR MAKE ANY WRITTEN STATEMENT AS TO THE QUALITY THEREOF; OR (IV) INCUR ANY LIABILITY FOR AND ON BEHALF OF BOOTS.

11.10.

NEITHER PARTY SHALL BE DEEMED TO HAVE WAIVED THE PERFORMANCE OR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS UNLESS IT DOES SO EXPRESSLY IN WRITING. NO SUCH WAIVER SHALL BE DEEMED TO BE A WAIVER OF ANY OTHER PAST OR FUTURE DEFAULT OR BREACH OF SUCH PROVISION OR ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS.

11.11.

NO FAILURE OR DELAY BY A PARTY IN EXERCISING ANY RIGHT UNDER THESE TERMS AND CONDITIONS SHALL BE DEEMED TO BE A WAIVER OF, OR TO OTHERWISE PREJUDICE, THE EXERCISE OF THAT RIGHT.

11.12.

IF ANY TERM OF THESE TERMS AND CONDITIONS IS OR BECOMES ILLEGAL, INVALID OR UNENFORCEABLE IN ANY JURISDICTION, THAT WILL NOT AFFECT THE LEGALITY, VALIDITY OR ENFORCEABILITY IN THAT JURISDICTION OF ANY OTHER TERM OF THESE TERMS AND CONDITIONS; OR THE LEGALITY, VALIDITY OR ENFORCEABILITY IN OTHER JURISDICTIONS OF THAT OR ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS.

11.13.

THESE TERMS AND CONDITIONS MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH WHEN EXECUTED AND DELIVERED SHALL CONSTITUTE A DUPLICATE ORIGINAL, BUT ALL THE COUNTERPARTS SHALL TOGETHER CONSTITUTE ONE AND THE SAME TERMS AND CONDITIONS.

11.14.

THESE TERMS AND CONDITIONS AND ANY ISSUES, DISPUTES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH IT (WHETHER CONTRACTUAL OR NON-CONTRACTUAL IN NATURE) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF ENGLAND AND WALES.

11.15.



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ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ENGLAND AND WALES TO WHICH THE PARTIES IRREVOCABLY SUBMIT.

## **12. SPECIFIC TERMS APPLICABLE TO THE BOOTS SEASONAL FLU VACCINATION PROGRAMME 23/24**

- THE BOOTS CORPORATE FLU VACCINATION SERVICE IS PROVIDED BY SPECIALLY TRAINED VACCINATORS IN MOST BOOTS STORES ACROSS THE UK, SUBJECT TO STORE OPENING TIMES AND STOCK AVAILABILITY
- THE SERVICE IS AVAILABLE FOR PEOPLE AGE 16 AND OVER, SUBJECT TO ELIGIBILITY CRITERIA AND CONSULTATION
- VOUCHERS ARE VALID UNTIL NOVEMBER 30, 2024
- FLU VACCINATIONS MAY BE PROVIDED FOR FREE UNDER THE NHS FOR CERTAIN GROUPS FOR EXAMPLE, PREGNANT WOMEN OR PEOPLE WITH LONG TERM CONDITIONS, FROM DOCTORS' SURGERIES OR CERTAIN PHARMACIES. FREE ENTITLEMENT MAY BE DIFFERENT IN THE CHANNEL ISLANDS
- ALL ORDERS MUST BE RECEIVED BY NOVEMBER 30, 2024 (AND BY OCTOBER 31, 2024 IF OPENING A CREDIT ACCOUNT)
- THE MINIMUM ORDER VALUE FOR INVOICING ON ACCOUNT IS £10,000
- WE MAY UNDERTAKE A CREDIT CHECK IF YOU CHOOSE TO PAY BY INVOICE ON ACCOUNT
- ONCE PURCHASED, E-VOUCHERS ARE NON-REFUNDABLE
- E-VOUCHERS CANNOT BE REDEEMED FOR CASH AND HAVE NO CASH VALUE
- BOOTS CANNOT REPLACE ANY LOST, STOLEN OR DAMAGED E-VOUCHER
- WE ARE UNABLE TO PROVIDE DETAILS ABOUT THE UPTAKE OF THE SERVICE BY YOUR EMPLOYEES