New Account Request Form

Please attach a photographic ID

Company Name: …… Account Ref: ……

Account Name: …… (if different to above)

Company Type (please tick one): Sole Trader ☐ Limited Liability ☐ Partnership ☐ Other (pls specify) ……

Company Registration Number: ……

VAT Registration Number: ……

Invoice Address
Telephone:
Fax:
Email:
Web:
Contact name:

Delivery Address
Telephone:
Fax:
Email:
Web:
Contact name:

Credit Terms

Payment is in advance of shipping and may be made by credit card or BACS

Euro Healthxchange Ireland Limited **BIC** **ULSBIE2D**

Account number: 12310228 **Sort Code** 98-50-80 **IBAN:** **IE67ULSB98508012310228**

I want to pay by credit card, please contact me on ……

How did you hear about us?				Getting to know you	
Verbal	Y / N	Magazine	Y / N	How many practitioners do you have? ……	How many treatments do you offer? ……
Web	Y / N	Exhibition	Y / N	How many patients do you see a day on average? ……	Do you stock skincare? If so, which?
Other	……			Do you use another pharmacy, if so which? ……	……

Prescriber/ Nurse/ Pharmacist Details

Please circle around your appropriate Professional Body:

Name:	Profession: : IMC/ GMC/ DCI/ GDC/ NMBI/ NMC/ M.P.S.I/ GPhC
Address:	Registration no:
Email:	

I am fully responsible for all aspects of the medication and will ensure administration in line with HPRA and other regulatory authority guidelines and the Law.

Name: **Signature:** **Date:**

I am appointed as agent to take and sign for delivery of medicines on behalf of patients at the Company's addresses; and in my absence I nominate the person(s) below to take and sign for delivery of medicines.

Name (Print):	Signed:
Date:	Email:
Name (Print):	Signed:
Date:	Email:
Name (Print):	Signed:
Date:	Email:

By signing this form I confirm that I am authorised by the Company to enter such agreements; I confirm the above Prescriber/ Nurse/ Pharmacist is an authorised signatory on this account and the account information contained herein is correct. I have read the Privacy Statement and accept your Terms and Conditions available on your website www.calmountpharmacy.com

Signature in acknowledgement and acceptance of the Terms & Condition by:

Name: …… **Signed:** ……

Position: …… Date: ……

*****Please attach a photographic ID (Passport or Driving License) *****

with this form and email to orders@healthxchange.ie

Tel +353 (1) 4568360 • Fax +353 (1) 4298767 • www.healthxchange.ie

1 Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

"**Conditions**" means the terms and conditions set out in this document, as amended from time to time in accordance with clause 17.3;

"**Contract**" means the contract for the supply of Goods formed by Healthxchange Ireland's acceptance of the Order (which, however made or communicated, shall be deemed made subject to these Conditions);

"**Customer**" means the person, company, nominated agent or other body placing an Order, either directly or on behalf of another, with Healthxchange Ireland;

"**Goods**" means the goods as set out in the Order;

"**Instructions**" means the detailed written instructions regarding how to store and use the Goods including, without limitation, any dosage instructions and any Use by Date as supplied with the Goods (where applicable);

"**Intellectual Property**" means all patents, rights to inventions, copyright and related rights, trademarks, trade names, copyright, rights in designs and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Ireland" means the island of Ireland including Northern Ireland;

"**Order**" means the order placed by the Customer for the supply of Goods;

"Personal Data" means all data supplied by the customer relating to prescription and /or order;

"**Healthxchange Ireland**" means Healthxchange Ireland Limited of C16 The Exchange, Calmount Business Park, Ballymount, Dublin 12, registered in Ireland with Company No.554070;

"**Specification**" means the product specification for the Goods;

"**Use by Date**" means, where applicable, the date after which the Goods should not be used, as marked on the Goods;

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

1.2 In these Conditions the following rules apply:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality;

(b) a reference to a party includes its personal representatives,successors and permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted; and

(d) 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.

2 Supply of the Goods

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

2.2 Each Order for Goods by the Customer shall be deemed to be an offer by the Customer to purchase the Goods subject to these Conditions.

2.3 The Contract shall be deemed to have been entered into upon receipt by the Customer of a Healthxchange Ireland order acknowledgement or when Healthxchange Ireland delivers the Goods, whichever is the earlier. For the avoidance of doubt, Healthxchange Ireland reserves the right to not supply the Goods notwithstanding that the Customer may have submitted an Order.

2.4 No representative, agent or other person has Healthxchange Ireland's authority to vary, amend or waive any of these Conditions on behalf of Healthxchange Ireland and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless agreed to in writing by a director of Healthxchange Ireland.

2.5 The Customer shall ensure that the details of its Order are complete and accurate.

3 Orders

3.1 Unless Healthxchange Ireland otherwise notifies the Customer, Goods supplied by Healthxchange Ireland to a Customer on an order form in Ireland, either directly or to their appointed agent, will be processed within Ireland.

3.2 The Customer or their appointed representative may send a copy of the signed order form for the Goods to Healthxchange Ireland by email or fax.

3.3 Medicinal order forms for Goods shall contain the signature of a bona fide qualified and registered physician or a dentist and shall meet any and all applicable regulatory and other requirements prescribed by law, rules, regulations and codes of conduct.

3.4 All exempt medicine supplied by Healthxchange Ireland against a signed order form by a registered physician or a dentist are for the personal use of their patient.

4 Rates and Payment

4.1 Unless otherwise agreed in writing by Healthxchange Ireland, the price payable for the Goods shall be stated in Healthxchange Ireland's price list provided to the Customer from time to time (or quotation relating to the Goods), but Healthxchange Ireland reserves the right to alter such prices without prior written notice to the Customer.

4.2 Unless otherwise agreed in writing by Healthxchange Ireland, the price for the Goods is exclusive of the cost of delivery, VAT, customs duties and all other taxes, duties and expenses in respect of the Goods all of which shall be added to the price payable by the Customer.

4.3 Time of payment shall be of the essence of the Contract.

4.4 Unless otherwise agreed by Healthxchange Ireland in writing, payment by the Customer to Healthxchange Ireland shall be made in advance of delivery of the Goods pursuant to condition 9 to the Customer. If the Customer is acting as an appointed agent on behalf of a patient, the appointed agent shall be liable for and shall make payment on behalf of the patient. For the avoidance of doubt, if the patient does not pay the appointed agent for the Goods, the Customer shall still be liable to Healthxchange Ireland for payment of such Goods.

4.5 Without prejudice to any other rights or remedies Healthxchange Ireland may have, if the Customer fails to pay Healthxchange Ireland on the due date for payment, Healthxchange Ireland may:

(a) Charge interest on any amounts overdue at the rate of 4% per annum above the base rate of the European Central bank, as applying from time to time. Such interest shall accrue on a daily basis from the due date for payment until receipt by Healthxchange Ireland of the full amount outstanding, whether before or after judgment, and shall compound monthly; and/or

(b) Suspend delivery of any and all Goods under the Contract and/or any other contract with the Customer.

4.6 No payment shall be deemed to have been received until Healthxchange Ireland has received cleared funds.

4.7 All payments payable to Healthxchange Ireland under the Contract shall become due immediately on its termination despite any other provision.

4.8 The Customer shall make all payments due under the Contract in full without any deduction whether by set-off, counterclaim, discount, abatement or otherwise.

4.9 VAT will be applied to all invoices for the Goods except where dispensed against an original prescription in Ireland.

5 Intellectual Property Rights

5.1 The Customer acknowledges that any and all Intellectual Property in and relating to the Goods, Healthxchange Ireland and / or Healthxchange Ireland's business belong solely to Healthxchange Ireland or its licensors (as applicable) and shall remain entirely in the ownership or control of Healthxchange Ireland. Nothing said or done by either party shall constitute the transfer of any such rights.

6 Description

6.1 All samples, drawings, descriptive matter, specifications and advertising issued by Healthxchange Ireland and any descriptions or illustrations contained in Healthxchange Ireland's catalogues or brochures are issued or published 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.

7 Healthxchange Ireland's Obligations

7.1 Subject to condition 7.2 and 7.3 Healthxchange Ireland warrants that the Goods will materially meet the Specification where the Goods are stored and used in strict accordance with condition 8 below.

7.2 Subject to clause 7.3, if:

(a) the Customer gives notice in writing to Healthxchange Ireland within a reasonable time that some or all of the Goods do not comply with the warranty given in the above condition 7.1;

(b) Healthxchange Ireland is given a reasonable opportunity of examining such Goods; and

(c) The Customer, if asked to do so by Healthxchange Ireland, returns such Goods to Healthxchange Ireland's place of business, as shall be notified to the Customer, at the Customer's cost, Healthxchange Ireland shall, at its option, replace the defective Goods, or refund the price of such defective Goods.

(d) Healthxchange Ireland operates no return policy on prescription medicine, unlicensed medicine and cold chain medicine unless defective or wrong product sent by Healthxchange Ireland

7.3 To the fullest extent permitted by law, Healthxchange Ireland does not warrant or give any guarantee that:

(a) Temperature-sensitive Goods which are dispatched by Healthxchange Ireland on a Friday will meet the Specification; and

(b) the Goods will be fit for purpose and it shall be for the Customer to determine in its sole discretion whether the Goods are fit for the Customer's purpose prior to placing an Order.

8 Use and Storage of the Goods

8.1 The Customer warrants and undertakes:

(a) to store and use the Goods strictly in accordance with the Instructions; and

(b) to not use the Goods after the Use by Date.

8.2 Healthxchange Ireland does not warrant or give any guarantees that the Goods will meet the Specification where the Customer does not store and use the Goods in accordance with the Instructions.

9 Delivery

9.1 Healthxchange Ireland shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location").

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

9.3 Any dates specified by Healthxchange Ireland for delivery of the Goods are intended to be an estimate and time for delivery is not of the essence and shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. Healthxchange Ireland shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (as defined in clause 17.2) or the Customer's failure to provide Healthxchange Ireland with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9.4 If for any reason the Customer fails to accept delivery of any of the Goods or Healthxchange Ireland is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by Healthxchange Ireland's negligence) at the point Healthxchange Ireland was ready to deliver the Goods.

(b) the Goods shall be deemed to have been delivered; and

(c) Healthxchange Ireland may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

9.5 Healthxchange Ireland may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

9.6 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

9.7 Except as set out in these Conditions, the Customer shall not have the right to return unwanted Goods to Healthxchange Ireland in exchange for a refund.

10 Non-delivery

10.1 The quantity of any consignment of Goods as recorded by Healthxchange Ireland upon dispatch from Healthxchange Ireland's place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence proving the contrary.

10.2 From the date of physical delivery of the Goods to the Customer pursuant to condition 9, the Customer shall have a maximum of one day to check the condition of the Goods.

10.3 Healthxchange Ireland shall not be liable for any non-delivery ("**Non-Delivery**") (even if caused by Healthxchange Ireland's negligence) unless the Customer gives written notice to Healthxchange Ireland of the Non-Delivery within one day of the date when the Goods would in the ordinary course of events have been received.

10.4 Any liability of Healthxchange Ireland for Non-Delivery of the Goods shall be limited to replacing the Goods within a reasonable time or refunding the fee paid for such Goods.

11 Risk / Title

11.1 Risk in the Goods shall pass at the point of delivery in accordance with condition 9.2.

11.2 Ownership of the Goods shall not pass to the Customer until Healthxchange Ireland has received payment in full of all sums due to it in respect of:

(a) the Goods; and (b) all other sums which are or which become due to Healthxchange Ireland from the Customer under this or any other contract.

11.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as Healthxchange Ireland 's bailee;

(b) store the Goods in such a way that they remain readily identifiable as Healthxchange Ireland's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) maintain the Goods in satisfactory condition and insure the Goods and keep them insured on Healthxchange Ireland's behalf for their full price against all risks with an insurer that is reasonably acceptable to Healthxchange Ireland and upon request from Healthxchange Ireland, to provide written evidence of such; and

(e) hold all proceeds from sale of the Goods in a designated account (of which the Customer shall provide Healthxchange Ireland with details) until ownership has passed to the Customer in accordance with Condition 11.2.

11.4 The Customer grants Healthxchange Ireland and its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where ownership of the Goods has not passed to the Customer to recover them.

12 Permission

12.1 The Customer undertakes and warrants that it has obtained, at its own cost, all necessary permissions, certificates, licences, permits and consents required by any and all applicable laws, orders and regulations relating to the Goods.

13 Change Control Procedure

13.1 In the event that the Customer wishes to make any changes to any aspect of an Order or the Contract, including but not limited to the volume or description of Goods, it must notify Healthxchange Ireland of such changes in writing ("**Change Request**").

13.2 On receipt of a Change Request Healthxchange Ireland will, within 14 days, notify the Customer in writing as to whether it accepts the Change Request and if it is willing to accept the Change Request will notify the Customer of the increase or decrease of the cost and the relevant changes that need to be made to the Contract. Healthxchange Ireland is under no obligation to accept any changes.

14 Liability

14.1 This condition 14 sets out the entire financial liability of Healthxchange Ireland (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of any breach of the Contract; any use or resale made by the Customer of any Goods; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

14.2 Nothing in these Conditions limits or excludes the liability of Healthxchange Ireland for: death or personal injury resulting from Healthxchange Ireland's negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Healthxchange Ireland; or for any liability that, by law, cannot be limited or excluded.

14.3 Except as set out in this Agreement all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

14.4 Subject to condition 14.2:

(a) Healthxchange Ireland fully excludes all liability where the Customer does not use and store the Goods in strict accordance with condition 8;

(b) Healthxchange Ireland shall bear no responsibility and fully excludes all liabilities in respect of how the Customer and/or the patient uses the Goods and/or how the Goods are prescribed;

(c) Healthxchange Ireland shall not be liable, whether in contract, tort (including negligence) breach of statutory duty or otherwise, for any: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

(d) Healthxchange Ireland's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to the price paid or payable for the relevant Goods.

15 Confidentiality & Data Protection

15.1 The Customer shall at all times keep secret and confidential all Intellectual Property and technical or commercial know- how, specifications, formulas, inventions, processes, initiatives, business and trade secrets, methods of doing business, customer lists and all other information of a confidential nature which have been disclosed to the Customer or the Customer's agent by Healthxchange Ireland or its employees, agents or sub-contractors and any other confidential information concerning Healthxchange Ireland's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub- contractors as need to know the same for the purpose of discharging the Customer's obligations to Healthxchange Ireland, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer. 15.2 The above clause 15.1 shall not apply to confidential information which is in or subsequently enters the public domain otherwise than as a result of unauthorised disclosure by the Customer or any other person.

15.3 This condition 15 shall survive termination of the Contract, however arising.

15.4 Healthxchange Ireland shall at all times endeavor to comply with the Data Protection Acts 2018 (the "Act") and the General Data Protection Regulation 2018 (the "Regulation") in respect of any Personal Data (as defined in section 1 of the Act) Healthxchange Ireland receives from the Customer.

15.5 The Customer acknowledges and agrees that Healthxchange Ireland may use the Personal Data it receives from the Customer for the purpose of fulfilling its obligations under the Contract and as set out in the Privacy Statement https://healthxchange.ie/privacy-statement/. Provided the Customer consents, Healthxchange Ireland may use its Personal Data, and permits third party pharmaceutical manufacturers nominated by Healthxchange Ireland to use such Personal Data, for promotional and marketing purposes. Notwithstanding the foregoing, credit/debit card and patient details supplied by the Customer to Healthxchange Ireland shall be not be passed on to such third parties.

15.6 The Customer shall have the right to ask Healthxchange Ireland: for a copy of any Personal Data held by Healthxchange Ireland; not to process its Personal Data, and to correct any inaccuracies in such Personal Data. The Customer can exercise such rights in accordance with the DPA by contacting Healthxchange Ireland in writing at: Data Protection Officer, Healthxchange Ireland Limited, Unit 16 Block C The Exchange, Calmount Business Park, Ballymount, Dublin 12.

16 Termination

16.1 Healthxchange Ireland may (without prejudice to any other rights) terminate the Contract by written notice to the Customer:

(a) if the Customer commits a material breach of any provision of the Contract which is not capable of remedy;

(b) if the Customer commits a material breach of any provision of the Contract which is capable of remedy and fails to remedy such breach within 30 days of receipt of a notice from Healthxchange Ireland specifying the breach; or

(c) if the Customer: (i) ceases or threatens to cease to carry on all or a substantial part of its business or it is a company that is, or is likely to be, deemed to be unable to pay its debts for the purposes of section 570 of the Companies Act 2014, or it's a company is, or is likely to be, unable to pay its debts, for the purposes of section 509 of the Companies Act 2014, is a related company for the purposes of section 517 of the Companies Act 2014 or becomes unable to pay its debts as they fall due; (ii) an order is made or a resolution is passed for the winding up of it; (iii) proceedings are initiated against it under any applicable liquidation, insolvency, composition, reorganisation (other than a reorganisation where it is solvent) or other similar laws save where such proceedings are vexatious or frivolous and are being contested in good faith by it and are discharged, stayed or dismissed within thirty (30) days; (iv) a receiver, administrator, examiner or other similar official is appointed in relation to it or in relation to the whole or any part of the undertaking or assets of it or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of it, or a distress, execution, diligence or other process shall be levied or enforced upon or sued out against the whole or any substantial part of the undertaking or assets of it and is not discharged within thirty (30) business days; (vi) if it shall initiate or consent to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation (other than a reorganisation where it is solvent) or other similar laws or shall make a conveyance or assignment for the benefit of its creditors generally; or (vii) any event analogous to paragraphs (i) to (vi) above shall occur in any other jurisdiction to which the relevant party is subject; or

(d) Healthxchange Ireland reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the customer accordingly.

16.2 The exercise of the rights granted under condition 16.1 shall not prejudice or affect any right of action or remedy which may have already accrued or may accrue thereafter to Healthxchange Ireland.

17 General provisions

17.1 Each provision of the Contract is severable and distinct from the others and if any provision is or at any time becomes to any extent or in any circumstances invalid, illegal or unenforceable for any reason, it shall to that extent or in those circumstances be deemed not to form part of the Contract, but the validity, legality and enforceability of all other provisions of the Contract shall not otherwise be affected or impaired, it being the parties' intention that every provision of the Contract shall be and remain valid and enforceable to the fullest extent permitted by law.

17.2 Healthxchange Ireland shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing any of its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Healthxchange Ireland any other party), failure of a utility service or transport network, act of God, act of terrorism, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors ("Force Majeure Event(s)").

17.3 No variation of the Contract shall be effective unless it is in writing, refers specifically to the Contract and is executed by a duly authorised representative of each party.

17.4 Failure or delay of a party to exercise or enforce any right or remedy under the Contract shall not be deemed to be a waiver of that right or any other right, nor operate to bar or restrict exercise or enforcement of it or any other right at any time or times thereafter. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.5 Each party warrants to the other that:

(a) these Conditions and the Contract constitute the entire agreement and understanding between the parties and supersede any previous agreement between them relating to the matters contained in these Conditions and the Contract (which shall be deemed to have been terminated by mutual consent); and

(b) in entering into these Conditions and the Contract, it does not rely on any statement, representation, assurance, promise or warranty of any person (whether a party to this agreement or not) other than as expressly set out in these Conditions and the Contract. Neither party excludes its liability for fraud or fraudulent misrepresentation.

17.6 Healthxchange Ireland may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under these Conditions and the Contract.

17.7 The Customer shall not assign, transfer or sub-contract the Contract or any of its rights, benefits or obligations under it to any other person, firm or supplier, without the prior written consent of Healthxchange Ireland

17.8 Nothing in the Contract shall be deemed to constitute a partnership between the parties nor the relationship of employer and employee under a contract of service nor the relationship of principal and agent.

17.9 The Contract shall be governed by and construed in accordance with Irish law and the Irish Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.