

# Schedule one.

## The services and the specifications.



### Flu and/or Covid onsite vaccination programme

Bupa will deliver a flu and/or covid vaccination programme at the client's premises and use reasonable endeavours to provide the number of vaccines, as specified in your booking form.

Bupa will arrange for a specially trained nurse or trained healthcare worker to administer up to 15 vaccinations an hour on a date agreed by both parties. Alternatively eligible employees may receive a flu and or covid vaccination at a participating pharmacy store if this is indicated on the booking form.

If indicated on the booking form, Bupa will administer bookings for the client on the online booking system. The client must provide Bupa with all the information required to set this up, including but not limited to site contact details, management information details (if required), and of extra vaccines required. The client will be provided with a unique URL which can be used by eligible employees to book their appointment. This system is a generic system and cannot be adapted to meet individual client needs except for variable fields.

Clinics are either half a day (3.5 hours) or full days (7 hours). Depending on the clinic requested (see schedule two), up to 52 flu, 35 covid or 26 combined flu and covid vaccinations can be administered on a half day, and up to 104 flu, 70 covid or 52 combined flu and covid vaccinations can be administered on a full day per nurse (or trained healthcare worker). In half a day the nurse (or trained healthcare worker) must have a 15-minute break and in a full day the nurse (or trained healthcare worker) must have 2 x 15-minute breaks plus a 30-minute lunch. These must be factored in when scheduling appointments.

Nurses (or trained healthcare workers) must have access to refreshments (tea, coffee and water) throughout the day when needed, and must be made aware of the nearest toilet facilities and fire evacuation procedure.

Additionally, consideration should be given to the following:

- the client will ensure that client premises meet the requirements set out in Section 4 of the booking form.
- it is the responsibility of the client to read the documents on the 'online client toolkit'. Bupa will send the URL to the online client toolkit on confirmation of the booking. The client must ensure that they are fully prepared for the day. This includes printing off enough copies of all the necessary documents in advance of the day for the nurse (or trained healthcare worker) including the following:
  - consent forms
  - flu and/or Covid vaccination precautions
  - post vaccination medical advice
  - FAQs

### E-Vouchers for use at a participating pharmacy

Bupa will use reasonable endeavours to provide the number of e-vouchers (for flu vaccinations only) indicated in Section 4 of the booking form which the client will distribute to eligible employees. Bupa will also supply an information leaflet which the client can copy and distribute as well if required. Bupa will charge for the number of e-vouchers requested and no refund will be available except where there is no supply of vaccination across the entire pharmacy network. E-vouchers cannot be used for covid vaccinations.

Bupa can provide an e-voucher service, via the Bupa website. The client must provide Bupa with all the information required to set up an account. The client will be provided with a URL, which can be used by eligible employees to order their e-voucher direct to their chosen email address. This system is a generic system and cannot be adapted to meet individual client needs except for variable fields.

The website may be accessed by your eligible employees up until 31st December 2024, following which no further e-vouchers will be able to be ordered. E-vouchers ordered on the website may be used until 28th February 2025.

Eligible employees are recommended to book appointments with their local participating pharmacy store as vaccinations are available on a first come first served basis. There are approximately 800+ stores participating in the programme across England and Wales.

Eligible employees can find out participating stores by accessing the store locator link, which is provided when e-vouchers are purchased.

There may be circumstances beyond the reasonable control of Bupa which may prevent or delay the delivery of the vaccination programme. Bupa does not guarantee the provision of vaccines nor is it responsible for an employee's failure to attend a clinic or redeem a flu and e-voucher.

The services offered will be subject to review each year.

# Schedule two.

## The charges.



### 1. Products and pricing

The details in the table below are based on the product/service being administered at the client's premises.

| Product / Service   | Flu    | Covid  |
|---|--------|--------|
| Vaccines (each) - early bird (bookings made before 30 September 2024) | £11    | N/A    |
| Vaccines (each) standard price  | £11.50 | £85    |
| Nurse or trained healthcare worker (half day)                         | £690   | £690   |
| Nurse or trained healthcare worker (full day)                         | £1,150 | £1,150 |
| E-vouchers  | £10.50 | N/A    |

*Clients* will be charged for the number of vaccines booked and taken to site as specified on the booking form. A combined flu and Covid clinic can be arranged.

2. The above fees are valid from 1 April 2024 to 31 January 2025. Charges are quoted exclusive of VAT. The client will pay all the charges with any VAT or other tax at the prevailing rate and in accordance with the charging terms set out in this Schedule.

Charges will be subject to review each year.

### 3. Additional charges

If applicable, expenses such as overtime and travel will be charged at cost.

### 4. Additional charges

#### Cancellation charge

There will not be a charge for any cancellations made with more than six weeks' notice prior to the agreed commencement date.

For cancellations between three to six weeks prior to the commencement date, the cancellation fee will be 50 percent.

For cancellations less than three weeks prior to the commencement date a 100 percent cancellation charge will be applicable.

#### Reschedule charge

There will not be any charge for rescheduling up to 48 hours prior to the agreed commencement date.

Requests to reschedule within 48 hours of the agreed commencement date will be subject to a 100 percent late notice rescheduling charge.

Please note, the charges noted in this paragraph 4 relate to onsite clinics bookings only.

### 5. Invoicing

Payment should be made within 30 (thirty) days of invoice date.

Day of visit invoicing: issued one day after booking.

Monthly invoicing: issued monthly in arrears at the end of each calendar month.

Online retrieval of invoices, statements and correspondence is available.

### 6. Payments

Bacs payments should be made to the account detailed below.

### 7. Bupa bank details

Account name: No. 1 Health Screening Account  
Account number: 15510549  
Sort code: 608008  
Bank address: NatWest, Law Courts,  
Temple Bar Branch, PO Box 10720, 217 Strand, London  
WC2R 1AL

### 8. Address

Bupa Finance, Bupa, Bupa Place, 102 The Quays, Salford  
M50 3SP

### 9. VAT registration number

239 7316 41

# Flu/Covid vaccination programme 2024.

## Terms and conditions.



These General Conditions apply to each agreement ("Agreement") between Bupa Occupational Health Limited (Company Number 0631336) whose registered office is at 1 Angel Court, London EC2R 7HJ ("Bupa") and any company, firm or individual ("Client") to whom Bupa agrees to provide the Services. Bupa and or Client may be referred to as party and together as the parties.

### 1. Definitions

In this Agreement unless the context otherwise requires:

"Business Day" means a day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the City of London;

"Charges" means the fees, expenses and charges set out in the Schedule as amended from time to time;

"Commencement Date" means the date from which Bupa provides the Services to Client;

"Confidential Information" means technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by Bupa to the Client and any other confidential information concerning Bupa, its business or services that the Client may obtain, but shall not include Eligible Employee Data which shall be governed by Clauses 7.4-7.7 of this Agreement;

"Controller", "personal data" and "processing" shall have the meanings ascribed to them in the Data Protection Law;

Data Protection Law means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018, the UK GDPR, the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended, the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and any other legislation and regulatory requirements in force from time to time which apply relating to the use of Personal Data;

"Eligible Employee" means any personnel of Client located in the United Kingdom aged 18 years or over in respect of whom the Services are to be provided;

"Eligible Employee Data" means all personal data in respect of any Eligible Employee which Bupa receives, from time to time (whether directly or indirectly), from: (i) such Eligible Employee; (ii) the Client; or (iii) any third party including any healthcare professional or intermediary;

"Expiry Date" means 28th February 2025;

"Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this Agreement including Act of God, fire, flood, pandemic, lightning, war, act of terrorism, riot or civil commotion, strikes, lockouts or other industrial action, whether of the affected party's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services;

"Group" means in relation to any company, that company and every other company which is for the time being a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 1159 and Schedule 6 of the Companies Act 2006);

"Initial Period" means the period of twelve (12) months commencing on the Commencement Date;

"Schedule" means the schedule of Services and Charges attached hereto which forms part of the Agreement;

"Services" means the services to be provided to Client, as more particularly described in the Schedule as amended from time to time;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

UK GDPR means the GDPR as transposed into the national law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act; and

"Website" means the Bupa website through which the Client's Eligible Employees will access the Services (as may be updated or varied from time to time);

"Year" means each period of twelve months commencing on the Commencement Date.

### Interpretation

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted.

(b) A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(c) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) A reference to writing or written includes fax and/or email.

## 2. Duration

This Agreement shall come into force on the Commencement Date and (subject to the provisions for earlier termination in Clause 8) shall remain in place until the Expiry Date.

## 3. Provision of services

With effect from the Commencement Date Bupa agrees to provide the Services to Client with reasonable skill and care and in accordance with the terms and conditions of this Agreement.

3.2 Bupa in its sole discretion may vary the Services offered under this Agreement by providing the Client with not less than three (3) months' prior written notice.

3.3 Bupa shall use all reasonable endeavours to meet any performance dates specified in the Schedule, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.4 The Services remain at all times subject to availability.

## 4. Client's responsibilities

Client shall:

4.1.1 Co-operate with Bupa in all matters relating to the Services;

4.1.2 Supply Bupa with such information and assistance as Bupa may reasonably require to enable Bupa to fulfil its obligations under this Agreement and promote the Services to Eligible Employees; and

4.1.3 Supply and maintain such equipment on its premises as agreed by the parties in a timely manner and at no charge. Client shall ensure that the equipment is in good working order and suitable for the purposes for which it is to be used.

4.2 Where the Services are to be provided on Client premises, Client shall:

4.2.1 ensure that Client premises are suitable in the reasonable opinion of Bupa; and

4.2.2 provide for Bupa, its agents, subcontractors and employees, in a timely manner and at no charge, access to Client premises, facilities and persons as Bupa may reasonably request.

4.3 Client will not itself or through a third party employ or seek to employ, during the term of the Agreement, or during the six month period after its termination, any person who is, or has been, engaged as an employee or subcontractor of Bupa or member of its Group in the provision of the Services to Client without Bupa's prior written consent (excluding any employment

4.3.1 by operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006).

4.4 If Bupa's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) without limiting or affecting any other right or remedy available to it, Bupa shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays Bupa's performance of any of its obligations.

## 5. Charges and payment

In consideration of the provision of the Services Client shall pay the Charges as set out in the Schedule.

5.2 The Charges shall be reviewed from time to time and Bupa shall provide the Client with at least one month's prior written notice of any variations which shall be introduced with effect from the expiry of such notice period.

5.3 Bupa will invoice Client for any fixed fee element of the Charges in advance. All other Charges will be invoiced monthly in arrears.

5.4 Subject to Clause 6, Client shall pay all invoices submitted by Bupa within thirty (30) days of the date of the invoice.

5.5 Payment shall be made in the manner agreed between the parties.

5.6 Without prejudice to any other right or remedy of Bupa, if Client fails to make any payment under this Agreement on the due date for payment then Client shall be liable to pay interest on the unpaid amount at the rate of three (3) percent per annum above the then current base rate of HSBC Bank from the due date for payment until payment is received in full.

5.7 Bupa may at any time, without notice to Client, set off any liability of Client to Bupa against any liability of Bupa to Client, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by Bupa of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

## 6. Disputed invoices

6.1 If Client has a bona fide dispute in respect of any invoice issued by Bupa for the Services, it shall notify Bupa of the nature of such dispute in writing within 21 days of receipt of the invoice giving all relevant details. Any invoice not so disputed within the 21 day period shall be deemed to be agreed by Client.

6.2 If Client properly notifies Bupa in accordance with Clause 6.1 Client shall be entitled to withhold payment of the amount in dispute but shall nevertheless pay the undisputed part in accordance with this Agreement.

The parties shall co-operate in good faith to resolve the dispute over any invoice as soon as reasonably practicable.

## 7. Confidentiality and data protection

Each party shall keep secret and confidential all Confidential Information disclosed or obtained as a result of the relationship of the parties under this Agreement and shall not use or disclose the same except for the purposes of the proper performance of this Agreement or with the prior written consent of the other party. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this Agreement and each party agrees to use all reasonable endeavours to procure that any such employee, consultant or agent complies with such obligations. Each party shall continue to be responsible to the other party in respect of any disclosure or use of such Confidential Information by employee, consultant or agent to whom disclosure is made

The obligations of confidentiality in Clause 7.1 shall not extend to any matter which either party can show:

7.2.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or

7.2.2 was independently disclosed to it by a third party entitled to disclose it.

7.3 It shall not be a breach of this Agreement for a party to disclose any Confidential Information of the other party that is required to be disclosed

by law, by order of a court or by governmental or regulatory body.

7.4 The parties acknowledge and agree that Bupa is an independent controller in respect of the Eligible Employee Data.

7.5 Bupa shall comply with all applicable obligations in respect of the Eligible Employee Data imposed by, or made under, Data Protection Law, for so long as Bupa processes any such data.

7.6 If, and to the extent that, Bupa provides Eligible Employee Data to the Client (for the purposes of providing the Services to the Eligible Employee pursuant to the terms of this Agreement, and to the extent permitted by Data Protection Law), the parties agree and acknowledge that the Client receives such data in its capacity as an independent controller.

7.7 To the extent that the Client provides Bupa with any personal data, at or before the time at which an Eligible Employee seeks to avail of the Services, the Client shall ensure that it complies with the Data Protection Law in relation to providing such personal data, including ensuring that the Client has an appropriate lawful basis under Data Protection Law to provide the personal data to Bupa.

## 8. Termination

Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement without liability on giving notice in writing to the other if any one or more of the following events happens:

8.1.1 the other party commits a material breach of any of its obligations under this Agreement which is incapable of remedy; or

8.1.2 the other party fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Agreement after having been required in writing to remedy such breach within a period of thirty (30) days; or

8.1.3 any sum payable by the Client under this Agreement is not paid within fourteen (14) days of its due date for payment.

8.2 Either party may terminate this Agreement immediately if the other party:

8.2.1 convenes a meeting of its creditors or proposes or makes any arrangement or composition with, or any assignment for the benefit of, its creditors; or

8.2.2 takes steps towards or has steps taken against it for the making of an administration order against it or for winding up (other than for the purpose of a reconstruction, take-over or amalgamation); or

8.2.3 becomes bankrupt.

8.3 The Client shall be entitled to serve Bupa written notice of termination during the notice period set out in Clauses 3.2 or 5.2 respectively, if any proposed variation to the Services or the Charges are unacceptable to the Client.

8.4 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

8.5 Termination of this Agreement shall not affect any provision of this Agreement which is expressly or by implication intended to continue in force on or after such termination.

## 9. Effect of termination

Upon expiry or termination of this Agreement for any reason:

9.1.1 Client shall immediately pay to Bupa all outstanding invoices and in respect of Services supplied but for which no invoice has been submitted, Bupa may submit an invoice which shall be payable immediately on receipt;

9.1.2 each party shall return all Confidential Information and equipment belonging to the other party; and

9.1.3 any health records may be transferred to an alternative provider at Client's reasonable expense and provided Bupa is satisfied that standards of confidentiality will be maintained and the required consent has been obtained.

Client is responsible for obtaining all consents required for the transfer of the health records.

Until such transfer, Bupa shall be entitled to charge reasonable costs for storage of such records.

## 10. Force majeure

If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.

10.2 Subject to Clause 10.3, Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

10.3 If the Force Majeure continues for longer than three (3) months either party may at any time whilst such Force Majeure continues terminate this Agreement by one (1) month's written notice.

## 11. Intellectual property

All copyright, design and other intellectual property rights in any work which is provided or developed in the course of the provision of the Services shall be vested in Bupa. Bupa grants a non-exclusive licence to Client to such extent as is necessary to enable Client to reasonably use and enjoy the benefit of the Services for the term of this Agreement.

## 12. Liability

This Clause 12 sets out the entire liability of Bupa (including any liability for the acts or omissions of its sub-contractors) in respect of:

12.1.1 any breach of this Agreement; and

12.1.2 any representation, statement or tortious act or omission including but not limited to negligence arising under or in connection with the Agreement.

12.2 Nothing in this Agreement shall in any way exclude or limit Bupa's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation or for any other liability that cannot be excluded or limited by law.

12.3 Bupa shall not be liable for any loss of revenue, loss of profits, loss of contracts, loss of use, loss or corruption of data or information, loss of anticipated savings, loss of business, loss of goodwill or any indirect, special or consequential loss or damage howsoever caused.

12.4 The total aggregate liability of Bupa, arising out of, or in connection with this Agreement in any one Year, whether for negligence or breach of contract or any cause whatsoever shall in no event exceed the Charges paid or payable by Client during that Year.

12.5 The express terms and conditions of this Agreement shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

## 13. Insurance

Bupa shall maintain in force at its own cost such insurance policies as it deems as appropriate and adequate having regard to its obligations and liabilities under this Agreement. Bupa shall on reasonable written request of Client provide evidence of its insurance.

## 14. Remedy and breach

In accordance with this Agreement, Bupa shall be entitled to remedy such breach:

14.1.1 by re-executing the relevant part of the Services; or

14.1.2 by repaying or crediting to Client that part of the Charges paid by Client relating to the relevant part of the Services.

14.2 Bupa shall not be held in breach of this Agreement and, subject to Clause 12, shall not be liable for any loss or damage suffered or incurred by Client or any third party arising from any of the following:

14.2.1 any failure to provide the Services in accordance with this Agreement unless Client notifies Bupa in writing of such a claim (with detailed particulars of the circumstances giving rise to it) within one month of such failure coming to the notice of Client; or

14.2.2 any failure to provide the Services in accordance with this Agreement as a result of any act or omission of Client, its employees or other contractors.

## 15. Assignment and sub-contracting

Client shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement.

15.2 Bupa may sub-contract performance of any of the Services (or part thereof) to any person, firm, corporation or organisation. Bupa shall remain responsible to Client for the performance of such Services in accordance with the terms of this Agreement.

## 16. Rights of third parties

Except for members of the Bupa Group, no person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement.

## 17. Dispute resolution

If any dispute arises in connection with this Agreement, the Client's manager and Bupa account manager shall within 21 Business Days of written request from one party to the other meet in a good faith effort to resolve the dispute.

17.2 If the dispute is not resolved at that meeting or after further escalation then the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("ADR notice") to the other party requesting mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 90 days after the date of the ADR notice.

## 18. Notices

Any notices sent under this Agreement must be in writing and may be served by personal delivery or by sending the notice by first class post or facsimile or electronic data transmission at the address given above or at such other address as the relevant party may give for the purpose of service of notices under this Agreement and every such notice shall be deemed to have been served upon delivery if served by hand or at the expiration of three (3) Business Days after despatch if delivered by first class post or the next normal Business Day of the recipient following despatch if sent by facsimile or electronic data transmission.

18.2 To prove service of any notice it shall be sufficient to show in the case of a notice served by post that the same was duly addressed pre-paid and posted in the manner set out above. In the case of a notice given by facsimile or electronic data transmission, it shall be sufficient to show that it was despatched in a legible and complete form to the correct telephone number or electronic data number or address without any error message.

## 19. General

In performing the Services, Bupa shall operate as, and have the status of, an independent contractor. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

19.2 This Agreement contains the entire agreement between the parties in relation to its subject matter. Any descriptive matter or advertising issued by Bupa shall only be binding to the extent that it is expressly set out as part of this Agreement. Client irrevocably and unconditionally waives any right it may have to claim damages for breach of any warranty not contained in this Agreement, or any misrepresentation, unless such misrepresentation was made fraudulently. This Agreement applies to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

19.4 In the event of any inconsistency or ambiguity between these General Conditions and the schedule, the schedule shall take precedent.

19.5 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay in exercising any such rights or remedies. The waiver by either party of any breach of this Agreement shall not prevent the enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

19.6 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, it shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

## 20. Law and jurisdiction

This Agreement shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement.