Terms and Conditions for the Supply of Services between MASTA and the Customer

1 Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

"Conditions"	these terms and conditions as amended from time to time by MASTA.
"Contract"	the contract between the Customer and MASTA for the supply of a Travel Health Brief.
"Customer"	any UK resident over the age of 16 years of age or legal guardian of a UK resident under the age of 16 who seeks a Travel Health Brief in order to obtain Travel Health Advice for their individual trip.
"Health Care Professional"	registered nurse professional, GP or other relevant qualified medical professional who is adequately trained and knowledgeable in providing Travel Health Advice to a Customer.
"Intellectual Property Rights"	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
"MASTA"	MASTA Limited, 7th Floor, City Exchange, 11 Albion Street, Leeds, LS1 5ES (company number 1830630).
"Telephone Consultation"	a health risk assessment conducted by a Health Care Professional using the Travel Health Brief provided by MASTA in order to create a Travel Health Plan for the Customer's trip.
"Travel Health Plan"	a report provided by MASTA detailing the recommended vaccinations needed for a Customer and detailing a schedule of dates when and which travel vaccinations MASTA and the Customer have jointly agreed should take place before the Customers trip.
"Website"	shall mean the websites masta-travel-health.com, masta.org, masta.com, and etravelclinic.com in relation to health advice created by or on behalf of MASTA.

1.2 Construction. In these Conditions, the following rules apply:

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

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 a reference to **writing** or **written** includes faxes and e-mails.

2 Basis of Contract between MASTA and the Customer

2.1 The Contract constitutes the entire agreement between MASTA and the Customer and any variation to these conditions shall have no effect unless expressly agreed in writing by MASTA.

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

2.3 The Customer accepting these terms and conditions consents to MASTA using the Customer's personal/sensitive data in accordance with MASTA's privacy policy.

3 Supply of services

3.1 MASTA agrees to provide to the Customer:

3.1.1 access to free health registration on the Website;

3.1.2 a Travel Health Brief detailing recommended Travel Health Advice on the date of a specific Customer's trip upon successful booking of an Travel Health appointment with MASTA or one of it's partners.

3.2 MASTA will use its reasonable endeavours to ensure that the information provided in the Travel Health Brief is accurate at the time of its creation. The information used to provide the Travel Health Brief is also reliant upon the accuracy of the data provided by the Customer.

3.3 Once the Customer has completed the Travel Health Brief questionnaire and successfully booked a Travel Health appointment with MASTA or one of it's partners , the Travel Health Brief will be available to download immediately. The Travel Health Brief will be available to download until the Customer's date of trip. The advice contained in the Travel Health Brief will be updated after its initial creation and MASTA excludes all liability against any Customer who decides not to take the Travel Health Advice at all or within the necessary period for any vaccinations or treatments to be effective.

3.4 The Travel Health Brief does not take into account any other Customer information not detailed in the Travel Health Brief questionnaire.

3.5 Once the Travel Health Brief has been created the Customer will be given the option on the Website to undertake a Telephone Consultation with a Health Care Professional or book a Travel Health appointment at participating MASTA clinics or partners.

3.6 If the Customer undertakes a Telephone Consultation with a Health Care Professional the Health Care Professional will create a Travel Health Plan.

4 **Customer's Obligations**

4.1 The Customer warrants that:

4.1.1 any information s/he provides in completing the Travel Health Brief questions and in order to create the Travel Health Plan are fully complete and accurate;

4.1.2 s/he will provide MASTA with such information and materials as MASTA may reasonably require in order to supply the Travel Health Brief and Travel Health Plan;

4.1.3 the information s/he provides is for herself/himself and not a third person and the Customer is using the Travel Heath Brief and (if applicable) the Travel Health Plan for his/her own purposes; and

4.1.4 s/he will not pass the Travel Health Brief and (if applicable) the Travel Health Plan on to any other person as such information is particular to the Customer only and cannot be relied upon by any third party.

4.2 The Travel Health Brief and Travel Health Plan provided by MASTA must be used in conjunction with medical advice. MASTA can recommend to the Customer details of local MASTA clinics if the Customer completes the relevant fields on the Website. If any vaccinations or further health advice is provided to the Customer by MASTA separate charges and terms and conditions will apply.

5 **Charges**

5.1 The Travel Health Brief is free of charge.

5.2 The Customer is only entitled to ten Travel Health Briefs per month free of charge. If further Travel Health Briefs are sought then additional charges may be payable.

5.3 MASTA reserves the right to charge a consultation fee. Where a consultation fee is applicable, it is payable when booking your Travel Health Appointment online using our website payment facility or directly using your preferred payment card details if booking via telephone with a member of our customer service team. Please note that some of our partners may choose not to charge this fee.

6 **Intellectual Property Rights**

6.1 All Intellectual Property Rights in or arising out of or in connection with the Travel Health Brief shall be owned by MASTA.

6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on MASTA obtaining a written licence from the relevant licensor on such terms as will entitle MASTA to license such rights to the Customer.

6.3 The Customer agrees and warrants that it shall only utilise the Travel Health Brief for its intended purpose.

7 **Limitation of Liability:**

7.1 Nothing in these Conditions shall limit or exclude MASTA's liability for:

7.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

7.1.2 fraud or fraudulent misrepresentation; or

7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2 Subject to clause 7.1:

7.2.1 MASTA shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

7.2.2 MASTA's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, a deliberate breach of the Contract by MASTA, its employees, agents or subcontractors shall not exceed £2,000,000 (two million pounds).

7.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.4 This clause 7 shall survive termination of the Contract.

8 **Termination**

8.1 Without limiting its other rights or remedies, MASTA may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of the Contract and misuses the information provided by MASTA.

9 **No Partnership**

9.1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10 **Third Parties**

10.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11 **Variation**

11.1 Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by MASTA.

12 **Governing Law and Jurisdiction:**

12.1 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.