

Terms and Conditions

TERMS AND CONDITIONS OF MEMBERSHIP

1. INTERPRETATION The following definitions and rules of interpretation apply in these Conditions

1.1. DEFINITIONS:

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

Company: Parkside Health Limited, a company incorporated in England and Wales under company registration number 14354720 and having its registered office at Parkside Health Ltd, 63 Edenbridge Road, Birmingham, B28 8PS.

Contract: the contract between the Company and the Customer in respect of the Membership in accordance with the Membership Application Form and Contract, and these Terms and Conditions

Cancellation Date: means the date on which the three month notice period required pursuant to clause 10.5 ends

Clinic: means any of the clinics operated by the Company

Cooling Off Period: means the first 14 days of the Membership Plan starting from the Membership Start Date.

Fees: any monies payable by the Member to the Company.

Registration fee: means the fee payable to join a Membership.

Member: means a member of one of the Membership Plans

Membership: means any of the types of membership of the Company, On Demand, GP, GP and Dental and Tailored, each constituting a separate Membership Plan.

Membership Application Form and Contract: means the application form completed by a Member in order to apply for membership with the Company

Members Payments: means the monthly Fees payable in respect of a Membership Plan.

Membership Schedule: means the current membership schedule of the Company setting out the different types of Membership Plans available, the services included in each Membership Plan and the fees payable for each Membership Plan

Membership Start Date: means the date on which a Member's application for Membership as indicated on Member's Membership Application Form

Manager: means the employee appointed by the Company to control the day to day operation of a Clinic.

Terms and Conditions: the terms and conditions set out in this document as amended from time to time.

1.2. Clause, headings shall not affect the interpretation of these Conditions.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time

1.7. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8. A reference to writing or written includes fax and e-mail.

1.9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. MEMBERSHIP

2.1. It is a condition of Membership that a Member agrees to pay the Fees and agrees to be bound by these Terms and Conditions. These Terms and Conditions may be revoked, altered, or added to, from time to time, by the Company, without prior notification to Members. The current version of the Terms and Conditions is available from a Manager upon request at any time.

2.2. The services covered by each Membership are set out in the Membership Schedule. The current version of the Membership Schedule is available from a Manager upon request at any time.

2.3. A Member can only hold one type of Membership at any one time. Members may change their type of Membership at any time in accordance with the Terms and Conditions set out herein, but, in order to prevent abuse, alterations to Members' schemes which would result in a reduction in the fees payable, are not permitted within the first 12 months of Membership.

2.4. The Company reserves the right to refuse an application for Membership from any applicant at its absolute discretion.

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2.6. A fair usage policy applies to all Membership Plans. A copy of the Company's fair usage policy can be obtained from any of the Practice Managers on request. A Practice Manager is entitled to suspend or revoke a Member's Membership if the Manager decided in his absolute discretion that the Member is in breach of the Company's fair usage policy.

2.7. No included treatments or services within a Membership schedule can be rolled into the next Membership year.

2.8. The Company reserves the right to apply change to the benefits and price of the membership. When changes are to be applied, the company will endeavour to give adequate notice which will be no less than 1 month and up to 3 months before the changes are enacted.

3. Payments

3.1. The monthly membership fees payable by the Member for the relevant Membership are set out in the Membership Application Form and Contract

3.2. The Company may vary the charges set out in the Membership Schedule from time to time at its absolute discretion.

3.3. All Membership Plans must be paid by direct debit and a direct debit mandate must be completed before any Membership can be accepted. Please note that some banks and building societies do not accept direct debit instructions for certain accounts.

3.4. All Membership Payments shall be made monthly in advance by direct debit, save for the first Membership Payment which shall be made on the Membership Start Date

3.5. All Membership Plans are subject to an annual price increase.

3.6. Where the Member has opted for monthly Membership Payments all payments (other than the first Membership Payment) will be taken on the 1st, 15th or 27th of each month. Each Member will be notified of the date assigned to them.

3.7. An administration fee of £50 will be charged to a Member whose monthly direct debit charge is rejected. Additionally, any payments or amounts due which are not made on the date that they become due shall attract interest at the annual rate of 4% above the base rate of HSBC's from the date the payment is due until the date that it is received by the Company. Members agree to indemnify the Company against all expenses and legal costs incurred by the Company in recovering overdue amounts. Whilst a Member's account is in arrears, no appointments, treatments or services will be allowed.

3.8. A monthly statement will be sent to Members for treatments received that are not covered by their Membership Plan if there is a balance owing to the Company. No statement will be sent if there is no balance owing. Treatment not covered by a particular Membership will be charged to the Member in advance of any appointment for treatment or services.

3.9. A full price list of all aspects of treatment not covered by the Membership Plan is available from the Manager upon request at any time.

3.10. Prescription-writing and repeat prescriptions are free of charge to Members. For the avoidance of doubt, however, the cost of medication prescribed is not covered by any of the Membership Plans.

4. SPECIFIC TERMS APPLICABLE TO GP AND DENTAL MEMBERSHIP PLANS

4.1. Members may receive a treatment plan if necessary, for any work that is required during the first Dental Check up with the Dentist. This will detail treatments needed for the Member to be dentally fit and will be offered with a discount of 10%.

4.2. Members are required to attend all regular Dental Check-up and Hygiene appointments included in their respective GP and Dental Plan, in order to maintain this level of Cover (see section 4.5). No refunds will be granted in cases where the Member has failed to attend these routine Dental appointments.

4.3. GP and Dental membership excludes mouth reconstructions (for example, dental work required after traumatic injury).

4.4. The GP and Dental Plan applies to all general dental treatments excluding those relating to cosmetic procedures, Implant and Implant related, Invisalign, Orthodontic and other Specialist services.

4.5. Regarding GP and Dental, only 1 included dental and 1 included hygiene appointment can be booked in any 6-month period and cannot be rolled over into the next half of a Membership year. The dental check-up and hygiene appointments must take place at least once every 6 months to ensure the benefits of the membership, unless otherwise instructed by the clinician.

5. TERMS SPECIFIC TO CHILD MEMBERSHIP

5.1. Child Members can only be accepted if a parent or legal guardian is also a Member. A child is defined as any person aged under 18yrs. Child Member status will change to adult status when a child reaches 18yrs at which stage they will be required to become a full Member and complete a Membership Application Form and Contract in their own right

5.2. Child Membership Fees will be paid via a child Member's parents or guardians' direct debit at the same time as the Membership Payment for a child Member's parents or guardian is taken. Additional treatment costs will also be taken in advance by invoicing the Member's parent, unless paid for at the time of treatment

5.3. Child Membership plans do not include the same level of included services as adult Members. Blood tests and ECG Cardiac Risk Scoring are not included with any child Membership plan.

6. MISSED APPOINTMENT

6.1 Where appointments are cancelled by the Member and at least 24 hours notice has been given, there will be no charge to the Member

6.2 Any appointment that is missed or cancelled with less than 24 hours notice the full chargeable price is payable by the Member

6.3 Members will not be able to book subsequent appointments unless all due fees have been paid (including and not limited to fees for missed appointments, treatments, and services).

6.4. Any consultation or service not included within a Membership schedule requires full payment at the time of booking at standard list prices.

7. LIABILITY OF THE COMPANY

7.1. Nothing in the Contract limits or excludes the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) or any other liability which cannot be limited or excluded by applicable law

7.2. Save explicitly set out in these Terms and Conditions all warranties, conditions, and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the Contract

7.3. Subject to clause 7.1, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: (a) loss of profits; (b) loss of or damage to goodwill; (c) any indirect or consequential loss

7.4. Subject to clause 7.1 and clause 7.2, the Company's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to an amount equal to the total monies paid by the Customer and received by the Company in respect of the Membership

7.5. The Company does not accept liability for any damage or loss to Members' or their guests' personal property brought onto premises from which the Company operates.

7.6. This paragraph 7 shall survive the termination or expiry (for whatever reason) of the Member's Membership

8. OPENING HOURS

8.1. Company opening hours are fixed by the Company and are subject to change without prior notice.

8.2. The Company may at any time close any Company premises or any part thereof, without prior notice, in order to execute necessary repairs, alterations, re-decoration, or otherwise

8.3. The Company clinics may be closed on bank holidays.

9. DATA PROTECTION

9.1. It is necessary for the purpose of providing Members with health advice and support for the Company to retain data concerning Members' identity, contact details and general health on file. By signing the Membership Application Form and Contract, you expressly consent to the Company having authority to keep this data for the duration of your Membership and for up to two years afterwards, or if Membership is refused for any reason, for a reasonable period of time from the date you completed this form to assist the Company to provide you with the best possible services

9.2. For the avoidance of doubt, by signing the Membership Application Form and Contract you are not affecting any of your rights under the Data Protection Act 1998

9.3. The Company's privacy policy forms part of these Terms and Conditions and shall have effect as if set out in full in these Terms and Conditions. The Company's privacy policy sets out the terms on which we process any personal data we collect from you, or that you provide to us, A copy of the Company's privacy policy can be found on the Company's website and is available from the Manager on request

10. CANCELLATION OF MEMBERSHIP

10.1. A Member may cancel their Membership at any time within the first 14 days of the Membership Plan starting from the Membership Start Date ("Cooling Off Period").

10.2. If the Membership is cancelled within the first 14 days (Cooling Off Period) all services, tests, diagnostics, and treatments used will need to be paid in full at the standard price

10.3. The GP Membership and GP and Dental Membership cannot be cancelled within the first 12 months, and thereafter with 3 months' written notice. The On Demand Membership is a minimum 3 month contract and can be cancelled with one month's written notice, such notice not to end before the first 3 months of the contract.

10.4. Requests for cancellation must be in writing and addressed to the Manager of the Company.

10.5. The notice period of 3 month will commence from the date a written notification of cancellation is received. The Manager will confirm receipt of the notification with 10 days of receipt of such notification.

10.6. If Members do not receive confirmation of cancellation from the Manager within 10 days of sending their request for cancellation, they should inform the Manager immediately as it will always remain the Member's responsibility to ensure that cancellation letters have been received

10.7. All Fees due from a Member to the Company must be paid prior to the termination of Membership.

10.8. After the first year of membership, the Member will be asked to enter into a new 12 month contract. If a Member receives treatments and services included within their previous Membership Plan, but have not entered into a new 12 month membership plan, these services will be payable at list prices prior to termination of Membership.

10.9. Once a Member cancels their Membership, a new registration fee of £100 will be payable on individual plans should the Member wish to enter into a new contract at a later date.

10.10. The Company reserves the right to cancel any membership plan with 30 days' notice, and without notice in cases of aggressive, abusive or disruptive contact from any Member towards any staff.

11. SERVICES NOT INCLUDED IN THE MEMBERSHIP

11.1. Consultations with specialist dental and medical specialists are not included within the Membership Plans except where expressly stated on the Membership Schedule.

11.2. Membership Plans include blood tests and diagnostic testing. Some tests are age specific. Any additional tests will require payment according to the Clinic's standard price list.

11.3. All vaccines, including children's vaccines and travel vaccines will be charged according to the Company's standard price list, which is available from the Manager on request

12. NO WAIVER

12.1 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision

13. ENTIRE AGREEMENT

13.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter

13.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract

13.3. Nothing in this clause shall limit or exclude any liability for fraud.

14. SEVERANCE

14.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract

15. THIRD PARTY RIGHTS

15.1 No one other than a party to the Contract shall have any right to enforce any of its terms.

16. GOVERNING LAW

16.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

17. JURISDICTION

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