

### PRINCIPAL TERMS

These terms, together with other documents listed in principal terms below constitute a membership contract between you, the member named below and us, Galen Health limited (Reg. No. 06901340). If you have any questions about these terms or any other documents forming part of the contract, please ask us. Otherwise please sign where marked.

1. This agreement commences once both parties have signed. In addition to these terms, you should be supplied with:

- (a) Standing order Membership Application.
- (b) Galen Health Membership Package.

2. Your membership will start on the membership start date set out on your Standing Order Membership Application form.

3. Your membership contract is a contract with a 12 month initial commitment period, after your 12 month initial commitment period our membership will automatically continue unless terminated pursuant causes above in cancellation policy.

4. Unless you freeze your membership, 12 month initial commitment period means:

- (a) If your membership start date is the first of a calendar month (e.g. 1 January), a period of exactly twelve calendar months from your Membership start date;
- (b) Or calendar month (e.g. 2-31 January), a period including the rest of the calendar month plus the period of 11 calendar months following the first day of the next calendar month after your Membership Start Date.

5. You will be entitled to all the rights and privileges exercisable for the type of membership chosen.

6. You cannot transfer this agreement to anyone else.

### FEES AND CHARGES

Your Membership dues are fixed during your 12 month initial commitment period.

After your 12 month initial commitment period we may change your membership dues from time to time. We will give you at least 45 days prior notice of any proposed Membership dues change and the date from which the changes become effective by writing to you at the contact address that we have in our records. If you do not wish to accept an increase in your membership dues, you may terminate your Membership. If you do terminate your Membership for this reason, you must continue to pay your Membership dues (at the rate current immediately prior to any proposed increased) until the end of such notice period. If you do not terminate your Membership, you will be required to pay any revised Membership dues from the date which the change becomes effective and your direct debit payments will be amended accordingly.

7. The Initial payment is due from you to us, is payable immediately and is not refundable in any circumstances.

8. The direct debit payment amount is due from you to us. You are obligated to make the minimum number of payments stated with the first one being paid on the 1<sup>st</sup> Payment Date and then every month thereafter. For the avoidance of doubt, you are obligated to make every payment regardless of non attendance, whatever the reason for non attendance may be. Should you fail to make a payment then the remainder of those payments will become due immediately.

9. You agree to advise us immediately of any change to the members details provided.

10. If you fail to pay any amount due under this agreement for a period of more than thirty days, then we may pass the debt to a third party company for collection. The reasonable costs incurred in employing the third party company will be borne by you including costs in tracing you should you have changed your address without telling us.

### RENEWAL

11. In order to extend your membership after completing the minimum number of payments, we will automatically continue collecting the payment amount every month. After the agreed term has expired you may cancel your direct debit by giving one months' written notice to The Club. Each payment made is not refundable under any circumstances.

### GENERAL TERMS

12. You agree to comply with the terms of membership which are located in your membership pack and relate to opening hours, use of services and your conduct. We may make reasonable changes to these terms at any time provided we give you advance notice of the change,

13. If we take no action or let you off any breach of this agreement or give you extra time to pay or comply, it will not stop us enforcing the terms of this agreement strictly at a future date.

14. We may assign the benefit of this agreement and our rights there under to a third party on notice to you. Your rights under this agreement will not be prejudiced.

15. This agreement is governed by English Law.



## TERMS & CONDITIONS

16. We may terminate this agreement with immediate effect on notice to you if you are in breach of the membership terms. In this event you will not be liable to pay any further payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for a refund.

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17. Your Clinical sessions are valuable. We ask that you respect this by notifying us of session changes at least 24 hours prior to your designated appointment. If appointments are changed or cancelled within the 24-hour period or you simply do not attend your appointment, you will be charged for your appointment in full.

### **SPECIFIC MEMBERSHIP TERMS AND CONDITIONS**

You may not terminate your Membership within 12 months (see Cancellation Policy) but are permitted to 'upgrade' or 'downgrade' your membership via written instruction after the first three months, by doing so automatically entering into a new 12 month membership contract at that membership rate and therefore entitled only to the benefits outlined within said package. You may not carry forward or claim any benefits or entitlements from a previous package upon completion of a package change. Any services offered outside of an agreed membership package remain an additional cost to a member and cannot be included or added onto a fixed package. If services offered outside of a specific fixed package are required and cannot be acquired by upgrade to an alternative fixed package; members are entitled to further upgrade from the fixed

packages to a 'VIP' package and by doing so are entitled to create ones own package in line with the terms and conditions of the VIP package.

Galen Health reserve the right to alter fixed package service offerings by way of addition or removal of a service(s) prior to 45 days members notification. Any changes will not alter a members 12 month membership contract and Galen Health will honour any agreed services in accordance with a fixed membership package for the full duration of that 12 month contract. Upon membership expiry, unless stated otherwise via received written letter from member, a further 12 month contract will be embarked upon in line with the altered service offering.

### **CANCELLATION POLICY**

You may not terminate your Membership within your 12 Month initial commitment period unless you are entailed to terminate your Membership as set out below:

If you would like to terminate your 12 month Membership with effect from the end of your 12 month initial commitment period, you must give notice to us in writing, no later than the 17<sup>th</sup> day of the last month of your 12 month commitment period. If notice of termination is not received by the 17<sup>th</sup> day of the last month of your 12 month initial commitment period then your membership will automatically continue.

You may terminate your membership upon giving us a notice of termination if:

- (a) We significantly reduce the opening hours on a permanent basis.
- (b) We increase your Membership dues.
- (c) We close Galen Health for a period of 30 consecutive days or longer.
- (d) You move out of the country.

Provided that you may only give such a notice of termination within 45 days of such a change coming into force.

We shall use our reasonable endeavours to give you at least 45 days notice of any such change above . If you terminate for any above reasons during your 12 month membership, we will refund you (If you pay annually in advance) for any Membership dues which you have already paid in respect of any period since the change came into force, or (if you pay monthly) you will not be liable to pay any Membership dues for the rest of 12 month initial commitment period after the change came into force.