

THESE TERMS AND CONDITIONS ARE INCORPORATED INTO AND FORM A PART OF YOUR MEMBERSHIP AGREEMENT WITH US (THE **AGREEMENT**). THESE TERMS AND CONDITIONS MAY BE REVISED FROM TIME TO TIME AND SHALL BE APPLICABLE AS PER THE VERSION PUBLISHED AT THE TIME OF ANY ISSUE, QUERY OR DISPUTE ARISING.

IT IS IMPORTANT THAT YOU READ THIS AGREEMENT BEFORE SIGNING AS IT WILL GOVERN YOUR RELATIONSHIP WITH US AND THE PAYMENT OF YOUR MEMBERSHIP FEES. IN PARTICULAR, PLEASE ENSURE YOU ARE FAMILIAR WITH THE RENEWAL AND CANCELLATION TERMS SET OUT AT CLAUSES 2 AND 3, AND THE LIABILITY TERMS SET OUT AT CLAUSE 10.

## **AGREEMENT**

This Agreement is entered into between TIC Health Limited of registered office 1 Kings Avenue, London, United Kingdom, N21 3NA and company number 11814996 (**TIC**), and the member named on the online application form (**You**).

### **1. DECLARATION**

- 1.1. You agree to be a member with TIC (the **Membership**) and to follow the terms of and to make payments in accordance with this Agreement.
- 1.2. The decision to accept You as a member shall be at the sole discretion of TIC. TIC reserves the right to verify, or require proof of all information given in order to obtain Membership and any fraudulent or wrongful information given in order to obtain Membership could result in the cancellation of all Membership rights and lead to payment by You of all monies due to TIC.

### **2. MEMBERSHIP DURATION**

- 2.1. The Membership shall commence at the date of your Membership application being completed and submitted by or on behalf of You (the **Commencement Date**).
- 2.2. Subject to early termination as provided for in this Agreement, the Membership shall be for a fixed initial term of 12 months from the Commencement Date (the **Initial Term**).
- 2.3. Memberships shall be renewed automatically after the Initial Term for successive periods of 12 months (each being a **Renewal Period**) until cancelled by You in accordance with clause 3 (below).

### **3. CANCELLATION POLICY**

- 3.1. Subject to clause 4.1, the Initial Term is the minimum commitment for your Membership.
- 3.2. Notice to cancel this Agreement and the Membership at the end of the Initial Term or any Renewal Period (as applicable) may be given by You at any time but will only be deemed

valid on receipt by TIC of at least 30 days' prior written notice to: [tellus@tichealth.com](mailto:tellus@tichealth.com) (the **Notice**).

- 3.3. This Agreement and the Membership will automatically renew beyond the Initial Term or Renewal Period (as applicable) unless Notice is received at least 30 days prior to the expiry of the Initial Term or Renewal Period (as applicable). Any services scheduled beyond the agreed termination or expiry date shall be released and TIC shall have no liability for the delivery or provision of such services.
- 3.4. Any cancellation without Notice will not be considered valid cancellation.
- 3.5. You shall be liable for an early termination charge calculated at the value of three month's Membership fees. The early termination charge shall be payable immediately on demand by TIC should You cancel (whether with or without notice or through direct cancellation of the payment instruction) prior to the end of the Initial Term or any commenced Renewal Period (as applicable). TIC reserve all rights or remedies to legal recourse and/or debt enforcement action.
- 3.6. TIC may terminate this Agreement immediately should:
  - 3.6.1. You fail to pay any amount due under this Agreement on the due date for payment and remain in default after being notified to make such payment;
  - 3.6.2. You commit a material breach of any other term of this Agreement and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so;
  - 3.6.3. You repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with having the intention or ability to give effect to the terms of this Agreement;
  - 3.6.4. TIC believe it necessary in the best interests of your health and wellbeing owing to any disclosures made under or in connection with clause 8; or
  - 3.6.5. any warranties given by You herein be found to be untrue or misleading.

#### 4. **PLAN CHANGES**

- 4.1. You can upgrade your Membership at any time to a higher paying plan by giving written notice to TIC. Any upgrade will reset your Initial Term or Renewal Period (as applicable).
- 4.2. It is not possible to downgrade your Membership to a lower paying plan.

#### 5. **JOINING FEES, MEMBERSHIP FEES AND PAYMENTS**

- 5.1. Membership prices will be as set out and published on TIC's website from time-to-time (the **Fees**).

- 5.2. The Fees are subject to review by TIC at any time during this Agreement. Should TIC decide to review and/or revise the Fees payable by You, TIC shall provide You with prior notification of any change in such Fees and You shall be given the right to terminate this Agreement at the end of the current period and prior to the start of the next Renewal Period in accordance with clause 3.
- 5.3. On first joining TIC, You shall be required to make an upfront payment equivalent to a non-refundable joining fee at the published rate plus two months' of Fees payable upfront. For clarity, the joining fee accounts for the administrative and operational costs of setting up your Membership and is not a deposit.
- 5.4. After the initial two months of Membership, all Fees will be payable by automatic monthly card payments to TIC's nominated account and on or around the date notified to You.
- 5.5. If You use any services additional to or not covered by the Membership benefits, You must pay in full in advance of each appointment or in accordance with any payment terms provided to You.
- 5.6. You hereby acknowledge and agree for the card details notified to TIC to be automatically charged each month, including for any Renewal Period, unless the Membership is first terminated in accordance with clause 3.
- 5.7. You shall notify TIC of any changes in card details as soon as practicably possible and in any event before any Fees are next due for collection.
- 5.8. All payments are non-refundable unless taken in error by TIC (as determined at TIC's sole discretion).
- 5.9. If You are under 18-years or are not using your own card to pay for the Membership, You must ask the permission of the card holder before entering the payment details. By entering such details You are confirming that You have obtained the express prior permission of the card holder.
- 5.10. This is a Credit Agreement regulated by the Consumer Credit Act 1974.

## **6. OUTSTANDING BALANCES**

- 6.1. Should You fail to fulfil any due payments, You must contact TIC to make manual payment of the money owed. You are responsible for contacting TIC in regard to overdue payments and any lack of communication by TIC does not damage, remove or act as an express or implied surrender of any right(s) to claim for money owed and any additional reasonable interest or costs.
- 6.2. You acknowledge and agree that any failure or delay in paying the Fees may result in interest being incurred by You and payable to TIC separate from and in addition to any Fees owed or owing. Interest under this clause will accrue each day at 4% per annum above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 6.3. If a Fees collection is not honoured, then TIC reserves the right to:
  - 6.3.1. charge the amount owed to the credit card with which You paid the upfront fee; and
  - 6.3.2. collect all Fees owed or owing up to and including the end of the current Initial Term or Renewal Term (whichever is applicable), and
  - 6.3.3. cancel your Membership with immediate effect.
- 6.4. You acknowledge and agree that Notice (as defined below) may be rejected should You have any outstanding balance(s) with TIC and You will remain liable under this Agreement.
- 6.5. Should You have any outstanding balance(s) whether in relation to the Membership or another membership linked to You, TIC reserves the right to deny You use of the Membership, access to the facilities, renewal of the Membership and/ or purchase of another membership, until the outstanding balance(s) is fully settled.

## **7. MEDICAL SERVICES AND APPOINTMENTS**

- 7.1. In delivering the services, TIC does not guarantee the availability of any particular practitioner.
- 7.2. The standard appointment duration is 15 minutes but appointment lengths are not fixed and will be determined by your practitioner in accordance with the nature and needs of your treatment. The practitioner may end a session or advise of additional charges in the event that an appointment runs over a reasonable time limit by reason of multiple medical complaints or queries being raised by You.
- 7.3. All confirmed appointment times are a guide only, and TIC cannot guarantee that appointments will commence at the stated time or within a specified time parameter. At times, due to medical emergencies and other reasons beyond TIC's reasonable control, TIC may also need to change your appointment time. TIC reserves the right to do so at any time up to the confirmed start time of your appointment. In such circumstances, TIC shall contact You to agree an alternative appointment time.
- 7.4. TIC practitioners shall be entitled to move on to their next appointment if You are late to your appointment. In the event of such, You will be considered to have missed your appointment. You will be charged in full (or your benefits will be deducted accordingly) for any missed appointments.
- 7.5. TIC reserves the right to charge You in full for the any scheduled appointments which You cancel with less than 48 hours notice in writing to TIC or fail to attend.
- 7.6. Sickness or referral notifications or letters will be provided at TIC practitioners' discretion and the contents will be based on the practitioners' own judgment and regulatory obligations. The length of any such letter or note will be determined at the sole discretion of the practitioners.

- 7.7. Any medications, vaccinations, specialist treatments or tests may incur a charge beyond any consultation fee(s). These will be specified to You in advance of or at your appointment.
- 7.8. Details of the services and charges available to You will be published via <https://tichealth.co.uk/> and may be amended from time to time. TIC retains the right to withdraw services and the benefits attached to membership may, from time to time, be subject to change without notice. Where necessary, TIC will replace these with a relevant health service.
- 7.9. TIC does not provide emergency or out of hours service and does not replace services provided by NHS paramedic services or NHS GP. TIC strongly recommends that You remain registered with an NHS doctor throughout your Membership.
- 7.10. You accept that the advice given to You by any TIC practitioner and/or via the services does not replace the advice You receive from your regular healthcare provider. You must tell your regular healthcare provider about any treatment and/or medication that You receive through TIC.
- 7.11. TIC reserves the right to withdraw Membership and suggest alternative care-pathways for You if the type and/or level of care is different from or beyond that which TIC provides.
- 7.12. If You need any information or have a complaint, please contact TIC via [tellus@tichealth.com](mailto:tellus@tichealth.com) or ask for the admin team during opening hours. If You require assistance for a video consultation booking or require support for an appointment You can speak to TIC by calling TIC's published contact number during opening hours.

## 8. MEMBER HEALTH

- 8.1. In providing services, it is important that You provide TIC with correct and accurate details. By proceeding to use any services, You agree to the following:
- 8.1.1. the services provided to You are conditional upon You providing information by completing any forms and questionnaires provided and/or consulting with practitioners truthfully and honestly. You must disclose all relevant information truthfully to the best of your knowledge;
- 8.1.2. the services and advice provided to You when using any online services may be based on the information You have supplied. It is your responsibility to ensure this information is accurate and complete and that You accept that failure to do so (whether intentionally or not) will affect the advice given to You and the medicines prescribed to You and, as such, may have consequences for which TIC cannot be responsible for, and
- 8.1.3. You agree that You are solely responsible for ensuring that You understand any questions when responding. If You are unsure about any questions or You do not fully understand the advice given to You, please advise TIC as soon as possible.
- 8.2. You confirm that You are not aware of any physical or psychological conditions which would prevent You from engaging in the activity to which your Membership pertains or where You are aware of such You confirm that You have disclosed or will disclose them on the relevant

medical form(s) provided to You on applying for a Membership. Any condition which You become aware of during the course of your Membership will be immediately disclosed by You to TIC in writing.

- 8.3. In using the gym, You warrant and represent that You are not knowingly incapable of engaging in either active or passive exercise. You warrant that such exercise would not be detrimental to your health, safety, comfort, well-being or physical condition.
- 8.4. You acknowledge that You are responsible for your own well-being and safety when using TIC facilities including the gym and other exercise machines on site and that should You experience any ill-health that You should immediately cease to exercise and alert TIC and/or the gym trainers and/or supervisors.
- 8.5. On joining, an induction of the gym is available for free. TIC recognises the importance of every new member undergoing induction training which is carefully designed to ensure that the individual is made aware of the facilities and equipment on offer and in particular is given advice in the safe use of our facilities and equipment. TIC strongly recommend You undergo the induction on first attending the facilities. In the event that You should opt out of the induction, You agree that it shall constitute confirmation by You that You are a confident and experienced gym user and have made an informed decision not to undertake the induction. In these circumstances TIC will allow You to use the facilities provided that You seek advice from a member of staff if You are in any way unfamiliar with a particular piece of equipment or type of exercise. For the avoidance of any doubt, failure to attend an induction by You shall be deemed to be You opting out.

## **9. MEMBERSHIP USE**

- 9.1. You agree to adhere to all site and facilities rules and regulations during the term of your Membership, this includes (but is not limited to) TIC at The Hive London and Harley Street, and all other areas of The Hive London (HA8 6AG).
- 9.2. TIC reserves the right to alter access to the facilities and use of your Membership at any time, subject to notice being given.
- 9.3. You agree and acknowledge that the Membership and Membership card(s) are for use by You only and must not be given or caused to be given to any third party to this Agreement, unless expressly agreed in writing by TIC as transferable.
- 9.4. Subject to clause 9.3, the Membership card(s) is the responsibility of You only and You will be liable for its use by any third parties to this Agreement.
- 9.5. Provided any loss or theft of the Membership card(s) is reported in writing to TIC as soon as practicably possible by or on behalf of You, You will not incur any liability for such loss or theft or for any resultant third party use of the Membership card(s). For the avoidance of any doubt, in the event of such loss or theft not being reported to TIC in accordance with this clause, You will be fully liable.

- 9.6. Any replacement Membership card(s) required to be issued will be charged at a minimum of £5 per card.
- 9.7. You understand that should You fail to meet any Fees payable or breach clause 9.1 and/or clause 9.3, You may be forced to leave the facilities and surrender the Membership and Membership card(s) without prior notice or recompense. TIC also reserves the right to issue (and You agree to the payment of) any fine or penalty for such breach at an amount determined by and at the sole discretion of TIC.

## 10. LIABILITY

- 10.1. TIC holds adequate professional indemnity insurance and is committed to operate within the UK's statutory requirements and to clinical best-practice guidelines, as outlined by relevant authorities. TIC is registered with the Care Quality Commission to deliver primary care services.
- 10.2. All doctors are registered with the General Medical Council in the UK, and their registration details and status can be found on the General Medical Council website. All doctors practice in accordance with UK healthcare regulations and guidelines.
- 10.3. Save where not possible to limit or exclude by statute, You acknowledge and agree that TIC, its officers, employees, contractors, and similar (including of any connected, related or group companies) have no responsibility or liability for any:
  - 10.3.1. loss, damage, theft or accident to any of your personal property brought on-site.
  - 10.3.2. accident, injury or illness which You may suffer either during or after Membership, even where as a result of or connected your use of TIC, its facilities or services.
  - 10.3.3. accident, injury, illness, misinformation, ill-advised, incorrect or misinformed advice, diagnoses, guidance or directions offered or otherwise given to or obtained by You.
  - 10.3.4. loss, damage or distress that You may suffer as a result of your failure to follow advice provided to You when using the services or from your failure to pass on information to your regular healthcare provider.
- 10.4. Whilst TIC is responsible for administering the Membership and coordinating the benefits provided under the Membership, TIC cannot be held liable in any way whatsoever for injury, loss or damage arising directly or indirectly from the advice given by any third party associated with the Membership. This clause does not limit or exclude any liability which cannot be limited or excluded by statute.
- 10.5. Due to the nature of some of the services (for example, mobile applications and imaging machines), uninterrupted or error-free provision cannot be guaranteed. Your access to the Services may also be occasionally be suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. TIC will attempt to limit the frequency and duration of any such suspension or restriction. In the event of a problem with the provision or the unavailability of the services: (i) TIC will use reasonable efforts to restore the services and rectify any defects; (ii) You will be credited the appointment. Save for where

TIC is not liable for any direct or indirect loss, damage, harm or otherwise as a result of any unavailability, suspension, or unavailability. This clause does not limit or exclude any liability which cannot be limited or excluded by statute.

- 10.6. In any event, TIC, its officers, employees, contractors, and similar (including of any connected, related or group companies) shall limit any liability to the value of one month's Fees only. Save for this clause shall not apply where limitation is not permissible by law.
- 10.7. Where practitioners are independent, any advice provided or offered is the sole responsibility of that practitioner.
- 10.8. Should You receive any information, diagnosis, results, advice, guidance or similar from TIC staff, contractors or similar (including of any connected, related or group companies), You remain solely responsible for looking into such and where necessary seeking a second or alternative opinion.
- 10.9. You understand and agree to the fact that TIC is not your primary healthcare provider and cannot be expected to hold full medical and health information on You. You are always recommended to take primary advice from your own healthcare provider(s) and to prioritise their advice and/or directions.

## 11. DATA PROTECTION

- 11.1. You agree to the data protection points within TIC's Privacy Policy as amended from time-to-time, which is available via: <https://tichealth.co.uk/>
- 11.2. TIC may share your information automatically with your GP unless You specifically opt out of this when using the services. This is a compliance requirement of the General Medical Council.
- 11.3. You agree to provide valid formal identification on request by TIC and for a copy of this identification and a photo of You to be stored by TIC.
- 11.4. In order to access some of the services, You must register with TIC and create an account. You agree to TIC processing your data on such platforms and through relevant third parties purely for the purposes of operating and supplying the TIC services.
- 11.5. You agree, at all times, to provide TIC with accurate and complete information in your registration and account, and to update such information as appropriate. For security purposes, You must also set a password for your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and devices, and to the extent permitted by applicable law You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure. You can reset your password at any time from within your account.
- 11.6. Any recorded notes and results will be stored as required by law and regulatory requirements. It is not TIC's responsibility to maintain a complete record of all data that may be generated from your use of the services, and You should not rely on TIC or the services

for storage or maintenance of information. TIC may, at any time at its absolute discretion review and remove any content from the services or request that You re-register or set up a new account.

11.7. You agree to TIC storing your card details for the purpose of payment of the Fees only.

11.8. You consent to TIC and any related company using your image and/or likeness through photographic, video or other means in its marketing, communication and social media channels for promotional and marketing purposes. Privacy and confidentiality shall be observed by TIC, as relevant and appropriate.

## **12. THIRD PARTY RIGHTS**

12.1. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon any provision of them.

## **13. SEVERABILITY**

13.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

## **14. GOVERNING LAW AND JURISDICTION**

14.1. The Agreement will be governed by the laws of England and Wales and under the exclusive jurisdiction of the courts of England and Wales.