**PhyConcierge Membership Terms and Conditions**

**PHYCONCIERGE ’S (THE “COMPANY” OR “WE” OR “US”)**

PhyConcierge is a medical concierge company, a subsidiary of PHYCORE (referred to as “we”, “our” or “us”) a company registered in England and Wales. Our company registration number is 10012050 and our registered office is 3 Grenville Place, London, SW7 4RU, U.K.

PhyConcierge acts as a broker, putting you in touch with various medical and/or wellness facilities and/or services. PhyConcierge do not provide professional medical services themselves and the PhyConcierge team does not have a medical duty of care to you. We aim to provide services by putting you in touch with the suitable medical and/or wellness facilities, having listened to your specific needs.

**TERMS AND CONDITIONS FOR THE SUPPLY OF OUR SERVICES TO YOU**

1. OUR CONTRACT WITH YOU
   1. These are the terms and conditions on which We will be delivering services to you.
   2. Please ensure that you read these Terms carefully, and check that the details on the Client Form are complete and accurate, before you sign it. These Terms will become binding on you and Us when We contact you in writing thereafter to confirm that we are able to deliver services to you. **Our liability to you is described in paragraph 6 and paragraph 9.**
   3. These Terms shall be applicable for the duration of Us providing services to you and any extensions thereof.
   4. Should We not be able to provide you our service, We will inform you of this and We will not process your Client Form.
2. YOUR SERVICES
   1. The following details of your **services** are set out in the Client Form:
      1. The medical professional who will be providing you with services;
      2. The duration of your contract and your terms of contact;
      3. The method in which this communication will be provided to you;
      4. The total fee to be paid for membership to PhyConcierge;
      5. The Payment details for bank transfer; and
      6. Your statutory right of cancellation and our 48 hour cancellation policy (which is also set out in paragraph 4 below) for consultations;
      7. Our 30 day cancellation policy for your PhyConcierge membership
3. CANCELLATION AND REFUNDS
   1. Subject to paragraph 3.2 below we require 48 hours’ notice of cancellation or postponement for all appointments. Where you need to cancel or postpone any booked appointments, you will notify your medical professional in writing to his email address provided on the Client Form. Whilst We are understanding of unforeseen events and will take them into consideration, where notice is of less than 48 hours, We reserve the right at our sole discretion to charge you for one full appointment with your medical professional if applicable.
   2. [If you enter into a contract with us and this is not done in person (for example it is done on-line) you have a right to cancel the contract within 14 days (“**Cancellation Period”).** However if you wish to proceed with our services within the Cancellation Period then you are required to say so in our Client Form by ticking the appropriate box]
4. CHANGES TO THESE TERMS
   1. We may revise these Terms from time to time at Our sole discretion upon notice to you.
   2. Should we need to revise these Terms, We will give you at least one month's written notice of any changes to these Terms before they take effect. You may choose to cancel the contract in accordance with paragraph 13.
   3. If you wish to cancel a Client Form before it has been fulfilled, please see your right to do so in paragraph 13.
5. PROVIDING SERVICES
   1. Subject to paragraph 3 above (Cancellation and Refunds) we will provide you with the Services from the date set out in the Client Form. Your healthcare professional will act as a broker, using reasonable endeavours to source an appropriate care professional (a “**partner**”) for you. Whether we consider a partner appropriate will be determined by us taking into account our communication with you, your description of your needs and the information we hold regarding our partners.
   2. Your medical professional will endeavour to make themselves available to you at the time and date requested. Your medical professional will endeavour to respond to your enquiries within one working day. When your medical professional is contacted outside of working hours (Monday to Friday 6pm-9am, Saturdays, Sundays and bank holidays) your healthcare professional will endeavour to contact you as soon as they become available. However, there may be delays due to an Event Outside Our Control. In the event of an urgent or emergency medical problem you should contact your local emergency services and/or attend your local hospital.
   3. In the event that We are not able to provide you services, We will contact you to let you know in advance. You do not have to pay for the services while services are suspended in such cases, but this does not affect your obligation to pay for the services as set out in your Client Form and paragraph 8.
   4. If you do not pay Us for the services as agreed and set out in paragraph 8, We may suspend your membership/access to medical professional with immediate effect until you have paid Us the outstanding amounts. We will contact you to inform you of this. This does not affect Our right to charge you interest under paragraph 8.7.
6. MEDICAL SERVICE AND THIRD PARTY SERVICE PROVIDERS
   1. We:
      1. recommend that you take advice from any family physician you may have, or trained qualified health care providers / medical practitioners approved by the official medical council of their country of origin before seeking Our services.
      2. are not agents or representatives of any hospital, clinic, healthcare professional and non-medical service that we recommend for you. Such partners are not our sub-contractors, their advice is independent of ours.
      3. Take reasonable care to select all medical and third party service providers. They are carefully interviewed and reviewed for their quality of service.
      4. Are not, subject to paragraph 9.2, liable for any delay, default, failure, improper services or negligent services of theirs. If there is an issue with their advice or service please contact them direct.
7. CONCERNS RELATING TO THE SERVICES
   1. In the unlikely event that you are dissatisfied with Our services:
      1. please contact Us and tell Us as soon as reasonably possible; and
      2. please give Us a reasonable opportunity to rectify the situation.
   2. In such an unlikely event and upon being contacted in accordance with paragraph 7.1, We will conduct a review. If we are satisfied that you have raised legitimate concern, you will not have to pay Us for those services for which such concerns were raised or a refund will be provided to you at Our discretion or provide a discount in accordance with paragraph 8.6.
8. FEES AND PAYMENT
   1. You will be informed of Our fee for services at the time when We meet you for your initial consultation or when We confirm your Client Form in accordance with paragraph 1.2. Our fees may change at any time, but fee changes will not affect any services commenced.
   2. These fees include VAT.
   3. Payment of the fees for the services set out in the Client Form should be paid for in the following way:
      1. Monthly ‘retainer’ fee for services should be paid 30 days in advance of start of membership date. Membership can be paid yearly, and in advance, subject to discounts applied at Our sole discretion. Please see membership pricing options at 8.4.
      2. Monthly billable hours for services at the end of each month. This should be paid within 14 calendar days following receipt of Our invoice setting out Our hours and fee for services provided to you in that month. Please see billable hours rates at 8.5
   4. Membership options are dependent upon individual or group memberships and level of access to your healthcare professional. Individual membership to your healthcare professional during working hours (Monday to Friday 9am-6pm) is £600 per calendar month including VAT and excluding billable hours. Individual membership to your healthcare professional during working hours and additionally outside of usual working hours (Monday to Friday 6pm-9am, Saturdays, Sundays and bank holidays) is £1200 per calendar month including VAT and excluding billable hours.
   5. Billable hours are charged at £150 per hour from Monday to Friday 9am-6pm (in hour rates) and £300 per hour Monday to Friday 6pm to 9am, Saturdays, Sundays and bank holidays (out of hour rates). In hour rates are charged at 0.5 hours for 0-29 mins and 1 full hour for 30-60 mins. Out of hour rates are charged at 0.5 hours for 0-14 mins and 1 full hour for 15-60 mins.
   6. Discounts may be applied at Our sole discretion
   7. Payments made under this paragraphs 8.3(a) and (b) must be made either by bank transfer to Our Bank Account or by card payment as set out on our Client Form. We will confirm the arrangement in writing when We confirm the Client Form in accordance with paragraph 1.2.
   8. All payments for services must be paid and in cleared monies:
      1. within 14 calendar days of the date of Our invoice.
   9. If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 2% a month, above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
9. OUR LIABILITY TO YOU
   1. Subject to the terms of paragraph 9.2 we will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract.
   2. We do not exclude or limit in any way Our liability to you in any way where it is unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of our employees or for fraud or fraudulent misrepresentation.
   3. We have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity, legal fees or any other professional fees.
   4. Subject to paragraph 9.2 neither We nor our employees shall be liable for any loss or injury attributable to:
      1. Your fault which (without limiting this) includes you ignoring our recommendation or the advice of a relevant partner we identify for you;
      2. A third party unconnected with the provision of services provided by Us;
      3. An Event Outside Our Control ; and
      4. Loss or damage to your property.
   5. Subject to paragraph 9.2 above our total liability to you whether for breaching the terms of our contract with you or for our negligence or otherwise shall not exceed the aggregate sums paid or payable under our contract with you.
10. HEALTH AND SAFETY

10.1 By signing the Client Form, you understand that:

* + 1. The medical professional is not able offer any medical advice or services and the information we provide will be for guidance and is only suggestive. We do not treat patients or give them medical recommendations. We do not recommend specific tests, diagnostic practice or products or procedures for medical symptoms or treatment.
    2. It is your own responsibility to seek medical advice whether or not it is at the suggestion of your medical professional.

1. HOW WE USE YOUR PERSONAL INFORMATION
   1. We will only use your personal information as set out in our privacy policy (which We may update from time to time. You can find this policy at [www.phyconcierge.com](file:///C:\NRPortbl\Cardiff\SARAHS\www.phyconcierge.com))
2. EVENTS OUTSIDE OUR CONTROL
   1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
   2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
   3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
      1. We will contact you as soon as reasonably possible to notify you; and
      2. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of the services to you, We will restart the services as soon as reasonably possible after the Event Outside Our Control is over.
3. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND
   1. Once We have begun Our services, you may cancel this contract by providing Us with 30 days’ notice in writing. Any advance payment you have made for services that have not been provided will be refunded to you.
4. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND
   1. We may have to cancel the Contract, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide services. If this happens:
      1. We will promptly contact you to let you know;
      2. If you have made any payment in advance for services that have not been provided to you, We will refund these amounts to you.
   2. We may cancel the contract for services at any time with immediate effect by giving you written notice if:
      1. you do not pay Us when you are supposed to as set out in paragraph 8.3. This does not affect Our right to charge you interest under paragraph 8.7; or
      2. you breach the contract in any other material way.
5. INFORMATION ABOUT US AND HOW TO CONTACT US
   1. We are a company registered in England and Wales. Our company registration number is 10012050 and Our registered office is situated at 3 Grenville Place London SW7 4RU
   2. If you have any questions or if you have any complaints, please do contact Us. You can contact Us by e-mailing Us at info@phyconcierge.com
   3. If you wish to contact Us in writing, or if any term in these Terms requires you to give Us notice in writing (for example, to cancel the contract for services which We have started to provide), you can send this to Us by e-mail, by hand, or by pre-paid post to PHYCORE at info@phyconcierge.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Client Form.
6. OTHER IMPORTANT TERMS
   1. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
   2. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
   3. These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.
7. DEFINITIONS
   1. When the following words with capital letters are used in these Terms, this is what they will mean:
      1. **Event Outside Our Control**: is defined in paragraph 12.2;
      2. **Client Form:** your order for the services as set out overleaf;
      3. **Confidential Information**: information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to your business or personal affairs whether or not you express state to us that it is confidential;
      4. **Medical Professional**: the medical professional who will be providing medical concierge services;
      5. **Medical Services**: the medical service that We are providing to you;
      6. **Services**: the medical concierge services we will provide to you as described in paragraph 5 and set out in the Client Form;
      7. **Terms**: the terms and conditions set out in this document; and
      8. **We/Our/Us**: PHYCORE of Flat G 3 Grenville Place London SW7 4RU United Kingdom.
   2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
   3. Reference to one gender includes the opposite sex.

By signing below, you agree to be bound by the terms and conditions above. Please read carefully before signing.

**Date**

……………………….

**Name**

…………………

**Signature**