

TERMS AND CONDITIONS

These are the terms and conditions ("**Terms**") for Harley Street Concierge Ltd, a limited liability company registered in England and Wales (No. 08331310) and having its registered office at The Square, Basing View, Basingstoke, RG21 4EB, trading as Reframe ("**Reframe/we/us/our**") in relation to the provision of our Services to you.

Please ensure that you read these Terms carefully. These Terms tell you who we are, how we will provide the Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. By accepting these Terms you agree to be bound by them.

1. DEFINITIONS

1.1. The following definitions will apply to this Contract.

"**Cancer Nurse Specialist**" means a trained healthcare professional with experience in cancer treatment and providing general support, information and guidance to help with the impact of the Individual's cancer diagnosis. For the avoidance of doubt, the Cancer Nurse Specialist will not provide clinical opinions or clinical advice;

"**Case Manager**" means the key point of contact for a Customer's case. The Case Manager provides logistical and support services throughout the UK, and ensures a seamless service, ensuring that individuals get the right support and the most out of the resources available. For the avoidance of doubt, the Case Manager will not provide clinical opinions or clinical advice;

"**Consultant**" means any person or organisation within Reframe's network that has agreed to carry out Services for the Customer and with whom Reframe has facilitated such Services;

"**Customer or you/your**" means the person who purchases the Services from Reframe;

"**Effective Date**" means the date you agree to these Terms;

"**Nominated Representative**" means the person nominated to represent the Customer, as notified to Reframe;

"**Services**" means the health navigation and support services chosen by the Customer, to be provided by Reframe under the Contract;

"**Service Confirmation**" means the applicable service confirmation email from Reframe to you setting out the Services and the Fees;

1.2. In this Contract, unless the context requires otherwise:

1.2.1. Any clause, schedule or other headings in this Contract is included for convenience only and shall have no effect on the interpretation of this Contract; and

1.2.2. A reference to 'writing' or 'written' includes emails;

2. DISCLAIMER

2.1. Reframe provides healthcare navigation and support services and are dedicated to supporting people through illness. Our aim is to make a meaningful difference to the lives of individuals with a diagnosis and those caring for a loved one, through a personalised service that informs, supports and guides them at every step. The Services under this Contract are set out in the Service Confirmation.

2.2. Please note that we are not a healthcare provider and do not endorse or warrant the accuracy or suitability of the medical advice of any Consultant that we refer you to.

3. CONTRACT

3.1. This Contract with you is comprised of the following:

3.1.1. These Terms; and

3.1.2. Service Confirmation.

together they comprise the "**Contract**".

3.2. The Contract shall be formed and come into force upon the Effective Date either through written confirmation or via you agreeing to the Services via Reframe's website.

4. SERVICE PROVISION

4.1. We will provide the Services and assist you in obtaining third-party services in accordance with this Contract to the extent that the third-party services are available and where applicable, your physician or Consultant has agreed that the third-party services are appropriate for you and you have given consent for the third-party services to be provided.

4.2. We will provide you the Services and with assistance in obtaining the third-party services in the UK only.

4.3. Any decisions regarding medical care and treatment, and third-party services required by you, are based on the independent medical judgement of your Consultant and are carried out at your own risk.

4.4. If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4.5. We may need certain information from you so that we can supply the Services to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the

Contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

4.6. We may have to suspend the supply of Services to:

4.6.1. deal with technical problems or make minor technical changes;

4.6.2. update the Services to reflect changes in relevant laws and regulatory requirements; or

4.6.3. make changes to the Services as requested by you or notified by us to you.

4.7. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the Contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than a month and we will refund any sums you have paid in advance for the Services in respect of the period after you end the Contract.

4.8. If you do not pay us for the Services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute an unpaid invoice. We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments.

5. FEES

5.1. Reframe shall invoice the agreed Fees for the Services, inclusive of any applicable VAT. Full payment must be made to Reframe upon receipt of a valid VAT invoice.

5.2. Settlement of the invoice is required before the commencement of the Services.

5.3. Reframe reserves the right to increase the Fees if you wish to make any changes to the Services.

5.4. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Bank of England 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.

5.5. If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

6. CONSULTANTS

6.1. We may arrange for Consultants to provide relevant Services to you.

6.2. You acknowledge that in order to receive the Services, you must agree that in relation to the provision of private medical treatment as a Service, we shall act as your agent (not as principal) and not as agent of the Consultant providing such Service.

6.3. We shall use reasonable endeavours to carry out the following:

6.3.1. Conduct reasonable research and take reasonable care in the recommendation of the Consultant; and

6.3.2. Inform and instruct the Consultant as to your personal requirements, as understood by us.

7. YOUR RIGHTS TO END THIS CONTRACT

7.1. You may end this Contract immediately where:

7.1.1. we have told you about an upcoming change to the Service or these Terms which you do not agree to;

7.1.2. we have told you about an error in the price or description of the Service you have ordered and you do not wish to proceed;

7.1.3. there is a risk that supply of the Services may be significantly delayed because of events outside our control;

7.1.4. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or

7.1.5. you have a legal right to end the Contract because of something we have done wrong.

- 7.2. You may also end this Contract if you change your mind within 14 days of the Effective Date by contacting us to terminate this Contract and you will receive a refund for any Services paid for but not provided.
- 7.3. You do not have a right to change your mind in relation to any Services that have been provided to you, even if they have been provided within the 14 day period mentioned in clause 7.2. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.4. Even if we are not at fault and you do not have a right to change your mind, you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end a Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the Contract.
- 7.5. To end this Contract, you must contact us in writing to accounts@reframe.co.uk or by calling 0207 965 0286.
- 7.6. If you are exercising your right to change your mind (Under clause 7.2) we may deduct from any refund an amount for the supply of the Services for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.
- 7.7. Refunds will be made within 14 days of you notifying us of your change of mind.
- 8. OUR RIGHTS TO END THE CONTRACT**
- 8.1. We may end the Contract for a Service at any time by writing to you if:
- 8.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; or
- 8.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.
- 8.2. If we end the Contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- 8.3. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one month in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.
- 9. CHANGES TO THE TERMS**
- 9.1. We may revise these Terms from time to time.
- 9.2. Any changes will be notified to you in writing at least 30 days before they become effective.
- 10. LIABILITY**
- 10.1. We will not provide any medical service, clinical service or healthcare service and are not liable for any loss or damage arising from the provision of a service by a provider of third-party services, or if action is taken by you relying on the advice or information provided by the third-party service provider. We do not endorse or warrant the accuracy or suitability of the medical advice of any Consultant or third-party service provider.
- 10.2. While we shall use reasonable endeavours to ensure suitable skill and qualification of a third-party service provider, should the standard or skill of a third-party service provider fall below the standard which would reasonably be expected, we shall not be liable, nor shall we be liable for any loss or damage caused, resulting from a breach of any Contract between you and the third party service provider.
- 10.3. We do not accept any liability for delays to or suspension of Services for reasons outside of our control, and we will arrange for the recommencement of such Services as soon as possible after any such event.
- 10.4. For the avoidance of doubt, we may provide you with information and lists of services or third-party suppliers that are relevant to the Services. The information that we provide will be from or about verified suppliers and will be provided based on the information that you have shared. We will not be liable for any loss or damage arising from the use of or inability to use the information provided and we make no representations, warranties or guarantees, whether express or implied, for any Services or services that are obtained or purchase from such suppliers.
- 10.5. We are not responsible for arranging any licences, passports, visas, insurances or other documents that may be required in relation to use of the Services, unless we explicitly agree in writing that we shall arrange for them beforehand, in which case additional Fees may be incurred.
- 10.6. We accept no liability where information is provided to us by you which such Individual did not have authority or consent to provide.
- 10.7. Our total liability under this Contract shall not exceed the total value of the Fees paid by you to us for the Services under this Contract.
- 10.8. We only supply the Services to you for domestic and private use in the UK. We will have no liability to you for any business losses including, but not limited to, any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.9. Nothing in the Contract limits any liability which cannot legally be limited, including liability for: death or personal injury caused by negligence; and fraud or fraudulent misrepresentation.
- 11. COMPLAINTS**
- 11.1. We hope you will be truly satisfied with the Services we arrange, but if any issues should arise please:
- 11.1.1. contact us and tell us what the issues are with the Services (you can contact our customer service team at 0207 965 0286 or by e-mailing us at enquiries@reframe.co.uk);
- 11.1.2. give us a reasonable opportunity to resolve, remedy or otherwise re-arrange the Services to you. If as a result we are required to carry out further work to arrange a greater level or additional Services for you, you will be required to pay the difference.
- 11.2. Any complaint regarding the performance of Services by any Consultant is to be made directly to the Consultant concerned. Please let us know of any complaint you have, and where possible we will help you.
- 12. DATA PROTECTION**
- 12.1. We will only use your personal information as set out in our Privacy Policy (<https://www.reframe.co.uk/privacy-policy/>).
- 13. CONFIDENTIALITY**
- 13.1. We acknowledge that the medical information relating to you is confidential. We will keep such information confidential and will not disclose such information to any other person, other than the Nominated Representative or parties specifically nominated by yourself, except to the extent that such information is required by us to provide the Services or as otherwise required by law.
- 13.2. For the performance of the Services, we shall use such methods as we deem appropriate and necessary for the storage and distribution of personal information and data to our personnel, Consultants, and other third parties.
- 14. TRANSFERRING SERVICES**
- 14.1. You cannot transfer the services or benefits to anyone else without our written consent.
- 15. GENERAL**
- 15.1. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.2. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 15.4. We may transfer our rights and obligations under these Terms to another organisation. We will always notify you in writing if this happens, but this will not affect your rights under these Terms.
- 16. GOVERNING LAW**
- 16.1. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 17. JURISDICTION**
- 17.1. The parties irrevocably agree 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, its subject matter or formation (including non-contractual disputes or claims).