

OUR FULL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 In these Terms and Conditions, the following definitions apply: "**Condition**" means a provision of these Terms and Conditions;
- "**Contract**" has the meaning ascribed to it in Condition 4.2 (*Contract between You and Us*);
- "**Enquiry**" means Your enquiry for treatment by a treatment provider and the supply of an Introduction by Us;
- "**Event Outside Our Control**" means any act or event beyond Our reasonable control;
- "**Introduction Fee**" has the meaning ascribed in Condition 9.6 (*Treatment Deposit, Payment and Introduction Fee*);
- "**Recommendation**" has the meaning ascribed to it in Condition 2.2 (*Information About Us, Recommendations and these Terms and Conditions*);
- "**Terms and Conditions**" means these terms and conditions of supply as amended from time to time in accordance with Condition 5 (*Changes to the Contract*);
- "**Treatment Deposit**" has the meaning ascribed to it in Condition 9.1 (*Treatment Deposit, Payment and Introduction Fee*);
- "**Us**", "**We**" and "**Our**" has the meaning ascribed to it in Condition 2.1 (*Information About Us, Recommendations and these Terms and Conditions*);
- "**You**" means the client detailed in the Enquiry who is to receive the recommendation and "**Your**" shall be construed accordingly; and
- "**Your Default**" has the meaning ascribed to it in Condition 12.2 (*Your Obligations and Failure to Perform Your Obligations*).

2. INFORMATION ABOUT US, OUR RECOMMENDATIONS AND THESE TERMS AND CONDITIONS

Important information about Us

- 2.1 Rehab Healthcare, trademark of AR Helper Ltd ("**We**", "**Us**" and "**Our**") operate the website www.rehabhc.co.uk. We are a company registered in England and Wales under company number 11075481 and with Our registered office at Fidelity House, 34 St. Andrews Close, Thamesmead, London, SE28 8NZ.

Important information about Our Recommendations

- 2.2 We provide treatment through a network of treatment providers ("**Recommendations**") to which You are introduced. We try to recommend the most appropriate treatment provider for Your particular circumstances, but the treatment provider is entirely responsible for Your treatment and We cannot (and do not) guarantee that any treatment received by You from a treatment provider recommended by Us as part of Our Recommendations will be successful or that You will not relapse in the future.
- 2.3 We are an introduction agent for the treatment provider and We have no authority or ability to negotiate or vary the treatment services You may receive from a treatment provider or the terms of the treatment services or enter into any contract on behalf of the treatment provider.
- 2.4 After We introduce a treatment provider as part of Our Recommendation, Your contact in relation to any treatment You require from the treatment provider will be directly with the recommended treatment provider. Your contract for the treatment will be with the recommended treatment provider and not with Us, but We will provide the treatment provider with any Treatment Deposit (if any) that You have paid to Us (see Condition 9.1 (*Treatment Deposit, Payment and Introduction Fee*)) so that it can be deducted from any payment You are required to provide to the treatment provider for Your treatment.
- 2.5 We may receive an Introduction Fee from the treatment provider, but this does not affect the amount you pay for your treatment. If you would like details of the amount of Introduction Fee received by Us, please contact Us and let Us know. See Condition 9.6 (*Treatment Deposit, Payment and Introduction Fee*) below for further details.
- 2.6 Please read Condition 7 (*Recommendations Disclaimer*) and Condition 17 (*Limitation of Liability*) carefully before You submit Your Enquiry to Us, as these Conditions set out Our liability in respect of any Introduction and any treatment You receive from a treatment provider following receipt of an Introduction.

Important information about these Terms and Conditions

- 2.7 These Terms and Conditions are the terms and conditions on which We supply a Recommendation to You.
- 2.8 Please read these Terms and Conditions carefully before You submit Your Enquiry to Us. These Terms and Conditions tell You who We are, how We will provide a Recommendation to You, how You and Us may change or end the Contract, what to do if there is a problem. Our liability (if any) to You in relation to any Recommendation, any treatment provided by a treatment provider and other important information. If You think that there is a mistake in these Terms and Conditions, please contact Us to discuss this.

Important Information about financing

- 2.9 As told to you over the telephone, where requested by You, We may introduce You to a finance provider so that You and the finance provider or its appointed representative can discuss potential financing options for your proposed treatment with a treatment provider.
- 2.10 As told to you over the telephone, where You request an introduction to a finance provider, You agree that:
- 2.10.1 We can pass Your contact details to the finance provider and its appointed representative; and
- 2.10.2 The finance provider or its appointed representative can carry out credit checks on You, to assess Your suitability for financing with the finance provider.
- 2.11 The finance provider is entirely responsible for Your financing and We cannot (and do not) guarantee that You will be successful in your application for financing with a finance provider introduced to You by Us.
- 2.12 We are an introduction agent for the financing provider and We have no authority or ability to negotiate or vary the financing You may receive from the financing provider or the terms of the financing or enter into any contract on behalf of the financing provider.
- 2.13 After We provide Our introduction to the finance provider or its appointed representative, Your contact in relation to any financing You require from the financing provider will be directly with the financing provider or its appointed representative. Your contract for the financing will be with the financing provider and not with Us, but We will provide the financing provider and its appointed

representative with your contact details so that the financing provider and its appointed representative is able to contact you to discuss financing options with You.

- 2.14 We may receive a fee from the financing provider or its appointed representative as a result of Your introduction to them by Us, but this does not affect the amount you pay for your treatment. If you would like details of the amount of the fee received by Us from the financing provider or its appointed representative, please contact Us and let Us know.

3. COMMUNICATION BETWEEN YOU AND US

- 3.1 The easiest way to communicate with Us is to:
- 3.1.1 e-mail Us at help@rehabhc.co.uk;
- 3.1.2 contact Our 'Customer Services' team by telephone on 03301132627; or
- 3.1.3 by post to Rehab Healthcare, Fidelity House, 34 St. Andrews Close, Thamesmead, London. SE28 8NZ.
- 3.2 If We have to contact You We will do so by telephone or by writing to You at the email address or postal address You provided to Us in Your Enquiry.
- 3.3 When We refer in these Terms and Conditions to "**in writing**", this will include e-mail.

4. CONTRACT BETWEEN YOU AND US

- 4.1 Each Enquiry constitutes an offer by You to receive an Recommendation from Us on and subject to these Terms and Conditions.
- 4.2 As told to you over the telephone, Your Enquiry will be deemed accepted by Us on the date of Us issuing confirmation of acceptance of Your Enquiry, at which point the contract between You and Us for the supply of a Recommendation in accordance with the relevant Enquiry and these Terms and Conditions shall come into existence ("**Contract**"). If We are unable to accept Your Enquiry, We will inform You of this and will not charge You for this.

5. CHANGES TO THE CONTRACT

- 5.1 We may, as told to You over the telephone, reasonably revise these Terms and Conditions from time to time. We will endeavour to provide You with reasonable advance notice where this is appropriate due to the nature of the revision. We will notify You by amending these Terms and Conditions on Our website at www.rehabhc.co.uk. Please look at the bottom of these Terms and Conditions to see when these Terms and Conditions were last updated, and which Terms and Conditions were changed.
- 5.2 Every time You Enquire about a Recommendation from Us, the Terms and Conditions in force at the time of Your Enquiry will apply to the Contract between You and Us.

6. RECOMMENDATIONS

- 6.1 We will provide a Recommendation to You in accordance with Your Enquiry and perform the Recommendation and Our obligations under the Contract at all times in accordance with all applicable law.
- 6.2 Because You are a consumer, We are under a legal duty to supply a Recommendation in conformity with this Contract. As a consumer, You have legal rights in relation to any Recommendation that is not as described. See Condition 11.4 (*Cancellation of the Contract*). These legal rights are not affected by Your right to a refund as set out in the Contract or anything else in these Terms and Conditions. Advice about Your legal rights is available from Your local Citizens' Advice Bureau or Trading Standards office.

Changes to a Recommendation

- 6.3 We have the right to make any changes to a Recommendation which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of such a Recommendation, and We shall notify You in any such event. We may notify by placing a prominent notice on Our website or by email, post or telephone.
- 6.4 If You wish to make a change to the Recommendation You have enquired about 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 Introduction Fee and the Treatment Deposit, the timing of supply of the Recommendation 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. If We cannot make the change or the consequences of making the change are unacceptable to You, You may want to end the Contract (see Condition 11 (*Cancellation of the Contract*)).

7. RECOMMENDATIONS DISCLAIMER

- 7.1 We aim to provide the most suitable Recommendation for Your enquiry. However, We can only advise based on the information with which We are provided. We would therefore recommend that You visit Your GP if You deem Your condition to be urgent.
- 7.2 We cannot guarantee that any treatment in connection with Our Recommendation will be successful or that You will not relapse in the future. Any losses arising out of or in connection with Your treatment with the treatment provider is the responsibility of the treatment provider and will be set out in Your contract with the treatment provider.
- 7.3 Telephone calls between You and Us may be recorded to provide evidence of a business transaction.

8. DELIVERY OF OUR RECOMMENDATIONS

- 8.1 We will let You know when We will provide the Recommendation to You over the telephone at the time of Your Enquiry, but We will only provide the Recommendations following receipt of payment of any Treatment Deposit required (if any). We will also tell You over the telephone how and when You can end the Contract.
- 8.2 Delivery of the Recommendation will be completed on performance of the Recommendation in accordance with Your Enquiry.
- 8.3 Occasionally Our delivery of a Recommendation to You may be affected by an Event Outside Our Control. See Condition 10 (*Events Outside Our Control*) below for Our responsibilities when this happens.
- 8.4 If We miss the estimated date for delivery of the Recommendation, then You may cancel Your Enquiry straight away if any of the following apply:
- 8.4.1 We refused to deliver the Recommendation;

- 8.4.2 delivery of a Recommendation within the delivery deadline was essential (taking into account all the relevant circumstances); or
- 8.4.3 You told Us before We accepted Your Enquiry that delivery of the Recommendation within the delivery deadline was essential.
- 8.5 If You do not wish to cancel Your Enquiry straight away, or do not have the right to do so under Condition 8.4 above, You can give Us a new deadline for delivery of the Recommendation, which must be reasonable, and You can cancel Your Enquiry if We do not meet the new deadline.
- 8.6 We may need certain information from You so that We can supply the Recommendation to You. If so, this will have been told to You over the telephone. We will contact You to ask You for this information (where required). 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 end the Contract (and Condition 11.5 (*Cancellation of the Contract*) below will apply). We will not be responsible for supplying the Recommendation 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.

9. TREATMENT DEPOSIT, PAYMENT AND INTRODUCTION FEE **Treatment Deposit and payment**

- 9.1 You may have to pay a deposit for Your proposed treatment by Our recommended treatment provider as told to You over the telephone ("**Treatment Deposit**") in full at the time of Your Enquiry. We will provide the treatment provider with any Treatment Deposit that You have paid to Us as set out in Condition 2.4 (*Information About Us, Recommendations and these Terms and Conditions*).

VAT

- 9.2 The Treatment Deposit is inclusive of any applicable value added tax ("**VAT**") payable by You.

Payment methods

- 9.3 You can only pay the Treatment Deposit using a debit card or credit card.

Refund of the Treatment Deposit

- 9.4 If you do not attend Your treatment or any assessments with a treatment provider recommended as part of Our Recommendations, Your right to receive a refund of Your Treatment Deposit (if any) will be as set out in Your contract with the treatment provider.

Alternative treatment provider

- 9.5 If a treatment provider recommended as part of Our Recommendation, is unable or unwilling to provide treatment services to You, We will (where practicable) use reasonable endeavours to find an alternative treatment provider for You.

Introduction Fee

- 9.6 We may receive a fee ("**Introduction Fee**") from the treatment provider for recommending the treatment provider to You as part of Our Recommendation. If you would like details of the amount of Introduction Fee received by Us from the treatment provider, please contact Us and let Us know. If You are e-mailing Us or writing to Us please include details of Your Enquiry to help Us to identify it.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of any of Our obligations under the Contract that is caused by an Event Outside Our Control.
- 10.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under the Contract:
- 10.2.1 We will contact You as soon as reasonably possible to notify You; and
- 10.2.2 Our obligations under the Contract 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 delivery of Introductions to You, We will arrange a new delivery date with You after the Event Outside Our Control is over.
- 10.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel please contact Us. If You opt to cancel, We will refund any Treatment Deposit paid by You to Us, as set out in Condition 11.4 (*Cancellation of the Contract*).

11. CANCELLATION OF THE CONTRACT **How to cancel the Contract**

- 11.1 Your rights to cancel the Contract are set out in Condition 11.2 to 11.4 (inclusive) below. To cancel a Contract, You just need to let Us know that You have decided to cancel. The way to do this is set out in Condition 3 (*Communication between You and Us*) above. If You send Us Your cancellation notice by e-mail or by post, then Your cancellation is effective from the date You send Us the e-mail or post the letter to Us. For example, You will have given Us notice in time as long as You get Your letter into the last post on the last day of the cancellation period or e-mail Us before midnight on that day.

Your right to change Your mind and end the Contract

- 11.2 You have a legal right to cancel the Contract within fourteen (14) days after the day We accept Your Enquiry as set out in Condition 4.2

(*Contract between You and Us*) above. However, once We have completed a Recommendation You cannot change Your mind, even if the period is still running. If You cancel after We have started a Recommendation, You must pay Us for the Recommendation provided up until the time You tell Us that You have changed Your mind.

Your right to end the Contract for no reason

- 11.3 Even if We are not at fault and You do not have a right to change Your mind (see Condition 11.2 above), You can still end the Contract before it is completed, but You may have to pay Us compensation. The Contract for an Introduction is completed when We have finished providing an Introduction and You have paid for them. If You want to end the 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 a Recommendation not provided but We may deduct from that refund reasonable compensation for the net costs We will incur as a result of You ending the Contract.

Your right to end the Contract for a reason

- 11.4 If You are ending the Contract for a reason set out below the Contract will end immediately and We will refund You in full for any

Introduction which has not been provided and You may also be entitled to compensation. The reasons are:

- 11.4.1 We have told You about an error in the price of the Treatment Deposit You have enquired about and You do not wish to proceed;
- 11.4.2 A Recommendation is not as described, and You do not wish to proceed;
- 11.4.3 there is a risk that supply of a Recommendation may be significantly delayed because of an Event Outside Our Control;
- 11.4.4 You have a legal right to end the Contract because of something We have done wrong, for example as set out in Condition 8.4 (*Delivery of Our Recommendations*) and Condition 8.5 (*Delivery of Recommendations*); and/or
- 11.4.5 We make a change which is unacceptable to You as set out in Condition 6.4 (*Changes to the Recommendations*).

Our rights to cancel the Contract

- 11.5 We may cancel the Contract with immediate effect by giving written notice to You if You:
 - 11.5.1 fail to pay any amount due under the Contract on the due date for payment and fail to make the required payment within seven (7) days after being notified in writing to make such payment;
 - 11.5.2 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide an Recommendation, as set out in Condition 8.6 (*Delivery of Our Recommendations*).

What happens when the Contract is cancelled

- 11.6 If You cancel Your Contract, We will make any refunds due to You as soon as possible and in any event within fourteen (14) days of the date cancellation of the Contract is effective.
- 11.7 We will refund You on the credit card or debit card used by You to pay.
- 11.8 Following cancellation of the Contract for any reason:
 - 11.8.1 accrued rights, remedies, obligations and liabilities of You and Us as at expiry or termination shall be unaffected; and
 - 11.8.2 Conditions in these Terms and Conditions which expressly or by implication have effect after termination or cancellation, shall continue in full force and effect.

12. YOUR OBLIGATIONS AND FAILURE TO PERFORM YOUR OBLIGATIONS Your obligations under the Contract

- 12.1 You shall:
 - 12.1.1 ensure that the terms of the Enquiry are complete and accurate;
 - 12.1.2 provide Us with such information as We may reasonably require in order to supply an Introduction, and ensure that such information is accurate in all material respects; and
 - 12.1.3 co-operate with Us in all matters relating to any Recommendation and provide Us with such information as We may reasonably require in order to supply an Recommendation and ensure that such information is accurate in all material respects.

Failure to perform Your obligations under the Contract

- 12.2 If Our performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (including where We need certain information from You so that We can supply an Introduction to You, as set out in Condition 8.6 (*Delivery of Our Recommendations*)) ("**Your Default**"):
 - 12.2.1 We shall without limiting Our other rights or remedies have the right to suspend performance of a Recommendation until You remedy Your Default, and may rely on Your Default to relieve Us from the performance of any of Our obligations to the extent Your Default prevents or delays Our performance of any of Our obligations;
 - 12.2.2 We shall not be liable for any costs or losses sustained or incurred by You as a result of Our failure or delay to perform any of Our obligations; and
 - 12.2.3 You may be required to reimburse Us for any costs or losses sustained or incurred by Us arising from Your Default.

13. OUR OBLIGATIONS

- 13.1 We shall co-operate with You in all matters relating to any Recommendation.
- 13.2 We shall ensure that, at all times, We have and maintain all licences, permissions, authorisations, consents and permits necessary for Us to perform Our obligations under the Contract and for You to receive a Recommendation.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1 All intellectual property rights in or arising out of or in connection with the Recommendations shall be owned by Us.
- 14.2 You acknowledge that, in respect of any third party intellectual property rights, Your use of any such intellectual property rights is conditional on Us obtaining a written licence from the relevant licensor on such terms as will entitle Us to license such rights to You.

15. CONFIDENTIAL INFORMATION

- 15.1 You and We will keep in strict confidence all confidential information that has been disclosed by the other, or otherwise obtained from the other or any person on behalf of the other and You and Us shall not use such confidential information or disclose it otherwise than as may be necessary for the performance of the Contract.
- 15.2 You and We will restrict disclosure of such confidential information to those persons who are required to know it for the purpose of You and Us discharging obligations or exercising rights under the Contract applicable to You and Us, and shall ensure that such persons are subject to obligations of confidentiality corresponding to those which apply to You and Us under this Contract.
- 15.3 This Condition 15 shall not apply to the extent that disclosure is a requirement of applicable law.

16. PERSONAL INFORMATION

16.1 We will use the personal information You provide to Us:

16.1.1 to allow the treatment provider to contact You;

16.1.2 to process Your payment of the Treatment Deposit; and

16.1.3 if You agreed to this during the Enquiry process, to give You information about similar services that We provide, but You may stop receiving this at any time by contacting Us.

16.2 We will only give Your personal information to other third parties where applicable law either requires or allows Us to do so.

17. LIMITATION OF LIABILITY

17.1 Neither party limits or excludes its liability to the extent that the same cannot be limited or excluded by law.

17.2 Nothing in the Contract shall limit or exclude Our liability for:

17.2.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors;

17.2.2 fraud or fraudulent misrepresentation;

17.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

17.2.4 any other liability which cannot be limited or excluded by applicable law.

17.3 Subject to Conditions 17.1 and 17.2 above, If We fail to comply with these Terms and Conditions, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of the Contract or Our negligence, but We are not 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.

17.4 Subject to Conditions 17.1 and 17.2 above, Our total liability to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to two thousand pounds.

17.5 The terms implied by sections 3 to 5 of the Supply of Goods and Introductions Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

18. OTHER IMPORTANT TERMS Transfer of obligations

18.1 We may transfer Our rights and Our obligations under the Contract to another organisation, but this will not affect Your rights or Our obligations under the Contract.

18.2 You may only transfer Your rights or Your obligations under the Contract to another person if We agree in writing.

Waiver and Cumulative Remedies

18.3 If We fail to insist that You perform any of Your obligations under the Contract, 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.

18.4 The rights and remedies provided by the Contract are cumulative and, unless otherwise provided in the Contract, are not exclusive of any right or remedies provided at law or in equity or otherwise under the Contract.

Relationship between You and Us

18.5 Nothing in the Contract is intended to create a partnership, or legal relationship of any kind that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall have authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other party.

Invalid, unenforceable or illegal provisions of the Contract

18.6 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of the Contract that is fundamental to the accomplishment of the purpose of the Contract is held to any extent to be invalid, You and Us shall immediately commence good faith negotiations to remedy that invalidity.

Rights of other parties to enforce the Contract

18.7 This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. The Contract is not intended to, and does not, give any person who is not a party to the Contract any rights to enforce any provisions contained in the Contract under the Contracts (Rights of Third Parties) Act 1999 or otherwise, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

Governing law and jurisdiction

18.8 The Contract shall be governed by and construed in accordance with English law. This means a Contract for the purchase of an Introduction through our site or via telephone with us and any dispute or claim arising out of or in connection with the Contract will be governed by English law. You and Us both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may bring proceedings in Scotland.

FIRST VERSION – 01/03/2018