

SUBSCRIPTION AND MEMBERSHIP TERMS AND CONDITIONS

1. WHO WE ARE AND HOW TO CONTACT US

- 1.1. **Who we are:** We are Courtyard Health Clinic Limited, a private limited company registered in Scotland (company number SC845241) and we have our registered office at 6 St Colme Street, Edinburgh, EH3 6AD ('CHC', 'we', 'us' or 'our').
- 1.2. **How to contact us:** To contact us, please use the below details:
 - 1.2.1. Website: www.courtyardhealthclinic.com
 - 1.2.2. Telephone: 0131 297 6655
 - 1.2.3. Email: Office@Courtyardhealthclinic.com
 - 1.2.4. Address: Courtyard Health Clinic, Suite 2, Eskmills, Musselburgh, EH21 7PB.
- 1.3. **When you can contact us:** Our opening hours are as follows:
 - 1.5.1 **Monday, Wednesday and Friday:** 9am to 5pm;
 - 1.5.2 **Tuesday:** 8am to 5pm;
 - 1.5.3 **Thursday:** 9am to 7pm; and
 - 1.5.4 **Saturday:** 9am to 12.30pm.these hours may be subject to change from time to time and exclude public holidays.
- 1.4. **How to raise a concern:** If you wish to raise a concern regarding the services or your membership, you can either speak to a member of CHC staff at the Clinic or submit your concern to us in accordance with our policy available here: <https://courtyardhealthclinic.com/complaints-procedure/>. A copy can also be provided on request.

2. THE CONTRACT WITH YOU

- 2.1. **We have a binding Contract with you as the Primary Member:** These subscription and membership terms and conditions (the "**Membership Terms**") apply to your subscription membership for private general practitioner services. These Membership Terms should also be read in conjunction with (1) the Membership Summary - <https://courtyardhealthclinic.com/wp-content/uploads/2026/01/Membership-summary-courtyard-health-clinic.pdf> (2) our Patient and Booking Terms - <https://courtyardhealthclinic.com/booking-terms-conditions/> and (3) our booking confirmation documentation issued to you in writing. Together these documents form the 'Contract' between (a) us, CHC, and (b) you in relation to the Membership. **By subscribing to the Membership, you are agreeing to be bound by the Contract. Please take the time to read all of these documents carefully and make sure you have understood them.**
- 2.2. **Covered Persons must also comply with the Contract:** Where a Covered Person (as defined below at clause 2.3) is using the Membership Services and is over the age of 18, it is your responsibility to ensure that the Covered Person is made aware of the terms of the Contract, prior to receiving the Membership Services and complies with those terms. You will remain responsible for the use of the Membership Services by all Covered Persons at all times and for their compliance with the Contract.
- 2.3. **Definitions:** The Patient and Booking Terms include some definitions. In addition, the following words shown in bold below in these Membership Terms shall have the meanings set out below:
 - Appointment:** means an appointment with a general practitioner at the Clinic.
 - Appointment Allocation:** means the total maximum number of annual Appointments which all Covered Persons under the Membership are collectively entitled to receive under the Membership for the type of membership purchased as set out in the Membership Summary.
 - Clinic:** means our clinic located at Suite 2, Eskmills, Musselburgh, EH21 7PB.
 - Contract:** means these Membership Terms, the Patient and Booking Terms, the Membership Summary and our booking confirmation documentation issued to you in writing.
 - Covered Person(s):** means the named individual(s) entitled to receive the Membership Services, including the Primary Member, and ordinarily resident at the same address as the Primary Member as more particularly described in the Membership Summary.
 - Excluded Services:** means the excluded services as more particularly described in the Membership Summary and such other services offered or provided by CHC which are not expressly stated to be included as part of the Membership.

Initial Period: means a period of **twelve (12) months from the Start Date**.

Membership: means the subscription membership for private general practitioner services as further described in the Membership Summary, in accordance with the type of membership purchased by you.

Membership Summary: means the membership summary document provided to you (and available on our website at: <https://courtyardhealthclinic.com/wp-content/uploads/2026/01/Membership-summary-courtyard-health-clinic.pdf>) setting out the specific details of the Membership, including but not limited to the Membership Services provided under each membership type and the applicable Membership Fee for each type of membership.

Membership Fee: means the fee payable for the Membership as set out in the Membership Summary or as notified by us to you in writing prior to any Renewal Period.

Membership Services: means the services which will be provided as part of the Membership, as more particularly described in the Membership Summary (excluding any Excluded Services and/or such services which are not expressly stated in the Membership Summary as forming part of the Membership).

Patient and Booking Terms: means the terms and conditions related to the provision of services provided by CHC and bookings which are available here: <https://courtyardhealthclinic.com/booking-terms-conditions/>

Renewal Period: means each **subsequent twelve (12) month period** starting on the expiry of the Initial Period or each Renewal Period, as relevant.

Start Date: means the date on which you purchase the Membership by paying the first Membership Fee in accordance with clause 6 below.

Term: means the total duration of the Membership, being together the Initial Period and any Renewal Period.

You or Primary Member: means the person who has signed up to the Membership, in accordance with the Contract.

2.4. **We may update these Membership Terms from time to time:** It is your responsibility to ensure you have read and understood the contents of the current version of Membership Terms published on our website each time you book or use the Membership Services or before any renewal of your Membership. We last updated these Membership Terms **on January 2026**.

2.5. **Conflict:** If there is any conflict or ambiguity between the terms of the documents listed in below, a term contained in a document higher in the list has priority over one contained in a document lower in the list:

2.5.1. our booking confirmation documentation issued to you in writing;

2.5.2. Membership Summary;

2.5.3. Membership Terms; and

2.5.4. Patient and Booking Terms.

2.6. **Notices:** Any notice provided by you under or in connection with our Contract with you must be in writing and shall be delivered by email to the following email address: Office@Courtyardhealthclinic.com. We will write to you at the email address or postal address that you provide to us.

3. MEMBERSHIP SUBSCRIPTION AND CANCELLATION

3.1. **Minimum duration of the Membership (the Initial Period):** The Contract will start on the Start Date and, subject to clauses 3.5 and 3.6 will continue for the Initial Period (being 12 months). With the exception of your right to cancel in accordance with clause 3.5 below the Membership is in place for at least the Initial Period and you will not be entitled to end the Membership before the end of the Initial Period.

3.2. **Automatic renewals for the Renewal Periods:** After the Initial Period, the Contract will **automatically renew** on an **annual** (12 monthly) basis (each being a "Renewal Period").

3.3. **How to stop automatic renewal:** You can end the Contract at the expiry of the Initial Period or at the expiry of any Renewal Period if you give us written notice prior to the expiry of the Initial Term or then current Renewal Term. **To avoid automatic renewal of the Membership for a further 12 month period, we must receive your notice of cancellation before the end of the Initial Term or then current Renewal Period.** You can cancel your Membership by writing to us at [\[INSERT EMAIL ADDRESS\]](#) or by [\[OTHER METHODS IF APPLICABLE\]](#).

3.4. **We will send reminders of upcoming renewals:** We will send you **three** reminders, before the end of the Initial Period and any Renewal Period confirming

that your Membership is due for automatic renewal and setting out the applicable Membership Fee payable for the upcoming Renewal Period. The first reminder will be sent at least 3 months prior to the expiry of the Initial Period or then current Renewal Period, the second and third reminders will be sent at least 30 days and 7 days consecutively before the expiry of the Initial Period or then current Renewal Period. Unless you cancel before the end of the Initial Term or then current Renewal Period, your Membership will continue on a rolling annual basis as set out under clause 3.2. Should you wish to cancel the Membership and terminate the Contract, during the Term you can only do so in accordance with clause 3.5.

- 3.5. **Cancellation of your Membership by you:** You may cancel your Membership as follows:
- 3.5.1. **During cooling-off:** At any time during a cooling-off period in accordance with clause 4.
 - 3.5.2. **Early cancellation if we adjust the Membership Fees:** We may adjust the Membership Fees annually and if we do, we will provide you at least two (2) weeks' notice in writing of changes to the Membership Fees in accordance with clause 6.2.3.
 - 3.5.3. **Early cancellation if we change the Membership Services:** If we change the Membership Services in accordance with clause 5.7 then you can cancel your Membership with immediate effect by writing to us. You cannot cancel your Membership if we make changes to the Membership Terms in accordance with clause 5.6.
 - 3.5.4. **Early cancellation if we breach the Contract:** If we seriously or repeatedly breach any term of the Contract with you, you can cancel your Membership with immediate effect by writing to us.
 - 3.5.5. **By stopping an automatic renewal:** At the end of the Initial Term or relevant Renewal Term in accordance with clause 3.3.
- 3.6. **Cancellation of your Membership by us:** We may cancel your Membership as follows:
- 3.6.1. **If you breach the Contract:** If you seriously or repeatedly breach any term of the Contract, we may cancel your Membership with immediate effect by writing to you.
 - 3.6.2. **If you fail to pay:** If you fail to pay any amount due under the Contract on the due date for payment (for example Membership Fees and/or fees for Excluded Services) and you still do not make payment within 14 days of us reminding you that payment is due, we may cancel your Membership with immediate effect by writing to you.
 - 3.6.3. **If you fail to provide us with information:** If you fail to provide the Clinic with any information and/or documentation required by the Clinic in order to provide the Membership Services or any other services (including any Excluded Services) which we reasonably believe will prejudice clinical care or place us in breach of any applicable law or regulatory requirement, we may cancel your Membership with immediate effect by writing to you.
 - 3.6.4. **If we withdraw all or part of the Membership:** We may, at any time, cancel your Membership or stop providing all or part of the Membership Services offered as part of the Membership. Where this applies, we will write to you to let you know that we are going to stop providing all or part of the Membership. We will use reasonable endeavours to let you know at least seven (7) days in advance of our stopping to provide all of the Membership and will refund any sums you have paid in advance for the Membership in accordance with clause 11.
- 3.7. **If you or a Covered Person relocates:** If you and/or any Covered Person permanently relocate to an address which, in our reasonable opinion, is not reasonably accessible to the Clinic for the purposes of receiving some or all of the Membership Services (including for example only where in-person appointments are required or clinically appropriate), you may request early termination of the Contract. We will consider any such request acting reasonably, taking account of all relevant circumstances, however we are not required to agree to your request where we do not think it is reasonable to do so.

4. COOLING-OFF PERIOD

- 4.1. **What a cooling-off period is:** If you are a consumer and reside in the UK and you purchase the Membership online or over the phone and following any renewal of the Membership or expiry of any promotional period, you have the legal right to cancel the Contract if you change your mind, within fourteen (14) days of (i) the Start Date (ii) the date on which any promotional period ends (if applicable) and (iii) the commencement of any Renewal Period (the "**cooling-off period**").
- 4.2. **How to use the cooling-off period:** To cancel the Contract during the cooling-off period, please contact us using the details set out at clause 1.2 above.
- 4.3. **Exclusions to the cooling off period:** Please note that if you have requested the Membership Services to start during the cooling-off period (for example, by booking an Appointment) and you subsequently cancel the Contract under this clause 4, you will not be entitled to a refund of any Membership Fees paid by you in respect of any Membership Services you have already received prior to the date on which you notified us of your decision to cancel the Contract and any Membership Services already provided prior to such cancellation shall be charged at our standard, non-discounted rates in force at the time that the Membership Services were provided. Any discounted or preferential rate applied by us under the Contract shall no longer apply and we reserve the right to recover from you the difference between the discounted rate and the applicable standard fees.

5. MEMBERSHIP SERVICES

- 5.1. **Provision of Membership Services:** We will provide the Membership Services described in the Membership Summary as part of the Membership.
- 5.2. **Excluded Services:** Excluded Services are not available as part of the Membership. Any Excluded Services will only be provided subject to our prior agreement and will be at additional cost (they are not included as part of the Membership Fee) in accordance with the Patient and Booking Terms.
- 5.3. **Covered Persons must be named:** There are limits on the number of Covered Persons as described in the Membership Summary, and all Covered Persons must be named and identity at the time of signing up for the Membership.
- 5.4. **Covered Persons must reside at the same residential address as the Primary Member throughout the Membership:** The Membership Services may only be provided to a Covered Person while that Covered Person is ordinarily residing at the same address as the Primary Member. You must notify us promptly if you (or any Covered Person) changes residential address during the Term. If a Covered Person ceases to reside at the same address as you, that Covered Person will immediately cease to be eligible to receive the Services and will be under no obligation to offer any reduction in the Membership Fee as a result of such change.
- 5.5. **Eligibility criteria:** The Membership Services are subject to the eligibility criteria set out in the Patient and Customer Terms (see clause 3.3 of those terms).
- 5.6. **Changes or suspension to Membership Services when required by law or regulation:** We may change, update or suspend any Membership Services, at any time where such change, update or suspension is necessary in order to comply with any applicable laws, or other legal or regulatory requirement.
- 5.7. **Changes we can only make if we give you notice and an option to terminate:** We can also make change to the Membership Services if not required by law or regulation, but if we do so we will notify you and you can choose to end the Contract before the change takes effect and receive a refund in accordance with clause 11.

6. SUBSCRIPTION FEES AND PAYMENT TERMS

- 6.1. **Your responsibility to pay:** You agree to pay the Membership Fee during the Term.
- 6.2. **Amount of Membership Fees:**
- 6.2.1. **Amount of Membership Fees:** The Membership Fee shall be the amount as set out in the Membership Summary, depending on the type of Membership you have selected.
- 6.2.2. **Promotional rates:** If we have applied any promotional rate to your Membership Fee, this will last only for the period stated by us in the Membership Summary or otherwise, and will thereafter revert to our standard Membership Fees.
- 6.2.3. **Fees for Excluded Services:** You are required to pay all fees arising from any Excluded Services, including without limitation, additional

- consultations, tests, diagnostic investigations, vaccinations or prescriptions in accordance with the Patient and Booking Terms.
- 6.2.4. **We can adjust the Membership Fees:** We will review the cost of our services (including the Membership Services) annually and we reserve the right to adjust the Membership Fee following such review. If your Membership Fee changes we will give you at least 2 weeks' written notice. Any changes to the Membership Fee will be applied to the next billing period after expiry of the notice period.
- 6.2.5. **VAT:** The Membership Fee is inclusive all VAT (if payable).
- 6.2.6. **Additional fees for long Appointments:** You may be charged additional fees by us if an Appointment lasts longer than 30 minutes (and in which circumstances you may be able to choose to use a further Appointment from your Appointment Allocation to cover such additional clinical time).
- 6.2.7. **Additional fees for breaches of the Contract that result in additional costs to us:** You may be charged additional fees by us if you or a Covered Person materially or repeatedly breaches any terms of the Contract which results in additional costs to us.
- 6.3. **No set-off permitted:** You must pay all amounts due in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required law).
- 6.4. **Payment method:** Payments may be made by bank transfer, debit or credit card, direct debit or standing order. Where the Membership Fee is paid in instalments payments will be taken automatically via **direct debit** or standing order (or other automated payment method that we make available). You will require to complete all valid payment mandates, authorisations or instructions requested by us at or before the Start Date, failing which we will have no obligation to provide the Membership Services and no liability to you for failure to provide the Membership Services in such circumstances. You agree that the payment authorisation you provide will remain in force for the duration of the Term, unless and until the Contract is terminated in accordance with these Membership Terms.
- 6.5. **Timing of payment by you:**
- 6.5.1. **Membership Fees:** The Membership Fees will be payable by you either annually in advance or on an instalment basis (e.g. monthly) commencing on the **[Start Date OR INSERT DATE OF MONTH THAT DIRECT DEBITS WILL BE TAKEN]** (as agreed in accordance with any payment dates and payment terms agreed between you and us).
- 6.5.2. **Fees for Excluded Services:** You are required to pay all fees arising from any Excluded Services, including without limitation, additional consultations, tests, diagnostic investigations, vaccinations or prescriptions in accordance with the Patient and Booking Terms.
- 6.6. **Consequences of late payment:**
- 6.6.1. If we have not received payment of any sums due under the Contract by the due date for payment (including any instalment of the Membership Fee), then, without prejudice to any other rights and remedies available to us, we may:
- 6.6.1.1. suspend provision of the Membership Services and any additional services (including any Excluded Services) including but not limited to, cancelling or postponing any booked Appointments for the time that the relevant amount remains unpaid by you;
- 6.6.1.2. terminate your Membership and the Contract in accordance with clause 3.6;
- 6.6.1.3. charge you interest on a daily basis in respect of the overdue amount at the rate of 4% per cent per annum above Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment; and/or
- 6.6.1.4. recover from you any reasonable fees directly incurred by the Clinic in recovering the overdue amount from you (including reasonable debt recovery agency fees, legal fees and court costs).

6.7. **We can set-off amounts owed to us:** We may at any time, without limiting our other rights or remedies set off any amount owing to us by you against any amount payable by us to you.

6.8. **Refunds:** No refunds or rebate of any Membership Fees will be payable by us in the event that you (or any Covered Person) do not use the Membership Services during the Term. If you cancel the Contract during the Term, we may refund some or all of the Membership Fee due for the remainder of the Term, subject to clause 11.2.

7. APPOINTMENTS AND USE OF THE MEMBERSHIP SERVICES

7.1. **How to make Appointments:** Appointments should be made in accordance with the Patient and Booking Terms.

7.2. **Patient and Booking Terms:** The booking of Appointments, the provision of Appointments and the relevant Membership Services are subject to Patient and Booking Terms. We will endeavour to comply with the Patient and Booking Terms in all material respects.

7.3. **Availability of Appointments:** As per the Patient and Booking Terms, we will use reasonable efforts to arrange Appointments on the dates and at the times requested by you or a Covered Person, subject always to the Clinic's opening hours, operational availability and clinician availability. Where we are unable to accommodate a requested date or time for an Appointment, we will co-operate with you to agree a mutually agreeable alternative date and/or time, failing which we will offer an Appointment at an alternative date and time that we reasonably consider appropriate. The entitlement to the Appointment Allocation in connection with the Membership does **not** constitute a guarantee that Appointments will be available at any particular date or time requested by you or a Covered Person and we shall have no liability arising from any failure or inability to accommodate a specific requested date or time for an Appointment, provided that we have offered a reasonable alternative in accordance with this clause 7. You shall not be entitled to any refund, credit or extension of the Membership Services as a result of the same.

7.4. **Appointment Allocation:** You and Covered Persons are entitled to book up to and including the total number of Appointments relevant to your Appointment Allocation. If any Covered Persons require any additional Appointments outwith the Appointment Allocation, you shall require to contact the Clinic and such additional Appointments will be charged at the Clinic's then current fees (or any discounted rates which we may offer, at our discretion) and payable in accordance with the Patient and Booking Terms. Where the Membership automatically renews after the Initial Period or any Renewal Period, the Appointment Allocation will automatically refresh. Any unused Appointments for the previous period cannot be carried forward, unless we agree (in our sole discretion) and have no cash value.

7.5. **Location of Appointments:** Appointments may be held at the Clinic or remotely, subject to the clinician's discretion.

7.6. **Attendance and non-attendance of Appointments:** You agree to use all reasonable endeavours to attend each Appointment. If you fail to attend an Appointment or provide the required notice that you are unable to attend an Appointment, as set out in the Patient and Booking Terms, then we shall be entitled to count this Appointment towards your Appointment Allocation for the Initial Term or then current Renewal Term (as applicable).

7.7. **Length of Appointments:** You may be charged additional fees by us if an Appointment lasts longer than 30 minutes (and in which circumstances you may be able to choose to use a further Appointment from your Appointment Allocation to cover such additional clinical time).

8. REFERRALS AND PRIVATE PRESCRIPTIONS

8.1. **Specialist Referrals:** Should the practitioner providing services to you consider a referral appropriate, and you request that such referral to be made, they will refer you in accordance with applicable industry guidelines and standards. **For the avoidance of doubt, we can only make referrals to private specialist services and cannot make referrals to the NHS for secondary care.**

8.2. **Costs related to Referrals:** You will be solely responsible for arranging and payment of any services and/or treatment resulting from such a referral and CHC has no liability to you or any Covered Person in relation to such a referral.

- 8.3. **Prescriptions:** If, in the practitioner's professional opinion, they consider you or a Covered Person would benefit from medicine and you or the Covered Person wishes to receive such medicine they will provide you or the Covered Person with a prescription for such medicine in accordance with applicable industry guidelines and standards.
- 8.4. **Private prescriptions:** If your practitioner has prescribed you medicine, they will provide a private prescription form during or on the day of your Appointment.
- 8.5. **Costs of private prescriptions and medication:** Any private prescriptions issued in connection with the Membership are covered by the Membership, subject to the Contract. **You will be responsible for the cost of the medication or prescription item itself, as charged by the dispensing pharmacy or other provider.**
- 8.6. **NHS GP:** We recommend that you and all Covered Persons keep their registered NHS GP or other NHS clinician(s) up to date with any consultations, test results, medicine prescribed by our practitioners and/or any referrals or other treatment provided by our practitioners. For the avoidance of doubt we will not routinely contact your NHS GP or other NHS clinician(s) unless you have expressly agreed that we may do so. However, in exceptional circumstances, we may require to share relevant information with your NHS GP, other NHS clinician(s) or healthcare professionals or appropriate authorities where we consider there is an immediate or serious risk to your health or safety, or to that of others or where disclosure is otherwise required by law or professional obligations.
- 8.7. **Emergencies and urgent care:** Should you or a Covered Person have any adverse reactions or side effects to any medicine which have been prescribed by one of our practitioners you or the Covered Person **must** promptly seek medical advice either from the dispensing pharmacy who dispensed the medicine, the CHC clinician who prescribed the medicine, or the NHS. NHS Services can be accessed 24/7 by phoning 111 or 999, in the case of an emergency.
9. **HOW WE WILL USE YOUR PERSONAL DATA**
- 9.1. How we use your personal data is set out in our Privacy Notice: [Privacy Notice for Patients - Courtyard Health Clinic | Musselburgh](#).
- 9.2. Before you pass any third-party personal data to us (as related to you, Covered Persons, any other patient of ours or otherwise), please ensure that the third party is aware of this sharing and has had visibility of our Privacy Notice.
10. **OUR LIABILITY. Please read this clause 10 carefully.**
- 10.1. **You must provide us with accurate and comprehensive information requested by us:** If you fail to do so it may impact the advice given or the decisions made by the practitioner about your health and/or treatment. Failure to provide this information may impact our ability to provide the Membership Services and any additional services. If you fail to provide or provide inaccurate, false or incomplete information to the clinician, CHC will not be responsible for and shall have no liability for any consequences as a result.
- 10.2. **Service levels:** The Membership Services will be provided with reasonable skill and care and in accordance with applicable professional standards. We do not, however, guarantee any particular diagnosis, treatment plan or clinical outcome. We exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 10.3. **We do not exclude losses which cannot be excluded under law:** We do not in any way exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or which by applicable law cannot otherwise be excluded or limited.
- 10.4. **We are not responsible for losses you suffer caused by us if the loss is:**
- 10.4.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 10.4.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 12 below.
- 10.4.3. **Avoidable.** Something you could have avoided by taking reasonable action. For example, any loss arising from your or a Covered Person's failure to follow medical advice, provide accurate information and medical history or seek further treatment where advised to do so.
11. **CONSEQUENCES OF CANCELLATION AND REFUNDS**
- 11.1. **What happens when the Contract ends:** If the Contract ends for any reason:

- 11.1.1. the Membership shall automatically end and we shall immediately stop providing the Membership Services;
 - 11.1.2. you shall immediately pay all sums due to us under the Contract for Membership Services delivered up to the date the Contract ends;
 - 11.1.3. ending this Contract will not affect any rights or responsibilities that either you or we have built up before it ends. This includes the right to take action for breach of this Contract that happened before the Contract ended; and
 - 11.1.4. any terms of the Contract which are stated to continue to apply after the Contract ends, or which by their nature are intended to continue, will still apply.
- 11.2. **Payment to us:** Where you pay the Membership Fee by instalment (e.g. monthly or quarterly) and the Contract ends for any reason before the end of the Initial Term or any applicable Renewal Period, we shall be entitled to recover from you, the costs properly due in respect of any Membership Services (including where you or any Covered Person has used all or a substantial proportion of the Appointment Allocation) which have been provided but not as yet paid for in full at the date of cancellation. Any amounts payable under this clause 11.2 will be calculated by reference to our standard, non-discounted rates in force at the time that the Membership Services were provided and will become immediately due and payable following termination.
- 11.3. **Cancellation by you without cause:** If you end the Contract for any reason other than under clause 3.5, such notice shall take effect at the end of the Initial Period, or where applicable, the relevant Renewal Period. You will remain liable for all Membership Fees payable in respect of that Initial Period or Renewal Period and no refund shall be due for any unused part of the Membership.
- 11.4. **Refunds to you:** Within thirty (30) days of termination of the Contract, we will refund any Membership Fees which have been paid in advance for Membership Services not yet received but we may deduct or charge you reasonable administration costs and reasonable costs for any services provided prior to termination. For the avoidance of any doubt, if the services have been fully performed (for example you have used your full Annual Allocation at the point of termination) then no refund will be due.
- 12. EVENTS OUTSIDE OF OUR CONTROL**
- 12.1. We are not responsible for events that are out of our control or unforeseen circumstances. If the Clinic is closed or the running of the services (including any Membership Services) is affected by an event outside our control or an unforeseen circumstance then we will contact you as soon as possible if you have an appointment booked to let you know and we will take steps to minimise the effect of the event or circumstance. Provided we do this, we will not be liable for short-term closure or disruption caused by the event or circumstance in question ('short term' means thirty (30) days or less).
- 12.2. However, if there is a risk of long-term closure or severe disruption to the services provided at the Clinic ('long-term' means in excess of thirty (30) days), which means we can no longer provide the Membership or Membership Services thereunder, we will provide you with written notice of termination of the Contract and we will issue a pro-rata refund to you of any Membership Fees paid by you in advance for any months remaining during the Initial Period or then current Renewal Period (as applicable).
- 13. OTHER IMPORTANT TERMS THAT APPLY TO THE CONTRACT**
- 13.1. **We may transfer our rights and obligations under our Contract with you to another organisation.** You will be notified of any such transfer if you have an appointment booked with us, which will take place after the transfer.
- 13.2. **You can only transfer your Contract with us to someone else if we agree to this.**
- 13.3. **If a court invalidates some of this Contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 13.4. **Even if we delay in enforcing this Contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 13.5. **Applicable law and jurisdiction.** The Contract with us is governed by the laws of Scotland and you can bring legal proceedings in the Scottish courts. If you live in

England and Wales you can bring legal proceedings in respect of the Contract in the English or Scottish courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Contract in either the Northern Irish or Scottish courts.

13.6. **Nobody else has any rights under the Contract.** The Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

13.7. **Nothing in the Contract will affect your legal rights as a consumer.** Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. The Consumer Rights Act 2015 says:

13.7.1. You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill, or get some money back if we cannot fix it.

13.7.2. If a price has not been agreed upfront, what you are asked to pay must be reasonable.

13.7.3. If a time has not been agreed upfront, it must be carried out within a reasonable time.