



## Membership+ T&Cs

T&Cs – Please read and confirm using the tick boxes below

### TOMORROW CARDIOVASCULAR MEMBERSHIP+ SCHEDULE SUBSCRIPTION AGREEMENT AND TERMS AND CONDITIONS

#### Tomorrow Membership – OVERVIEW

- Initial Period 24 months
- £278 initial payment followed by 22 months of £139 per month
- During 24 month period, client received
  - 0 months: Ultimate Health Check +
  - ☐ 6 months: Nurse-led Insight
  - 12 months: Ultimate Health Check +
  - 18 months: Nurse-led Insight
- If the client has not opted out of auto-renewal with at least 30 days notice before the end of the 24 month initial period, the contract will auto-renew for a further 24 month period, in which the client will receive the same services
- During the subsequent 24 month period(s), clients must give a minimum 30 days notice, to terminate the contract.

#### 1. DATE

This subscription agreement and terms and conditions are made on date of payment.

#### 2. TERMS

2.1 This Agreement sets out the terms on which the Company provides the Services to the Subscriber.

2.2 The Subscriber should read these terms carefully before confirming their acceptance and deciding to proceed with the Agreement to purchase the Services. These terms set out who the Company is, how it will provide the Services, how it may change or end the Agreement, what to do if there is a problem and other important information for the Subscriber. If the Subscriber feels that there is a mistake in these terms he



should contact the Company to discuss their concerns.

### 3. THE COMPANY

3.1 The Company is Tomorrow Cardiovascular Limited (a company registered in England with company number 03773485) of C/O Wyatt Morris Golland Ltd Park House, 200 Drake Street, Rochdale, England, OL16 1PJ.

3.2 If the Subscriber has to contact the Company they may do so by telephoning the customer service team on the number shown on the Company's website or writing to the Company at the address set out in clause 3.1.

3.3 In the event that the Company needs to contact the Subscriber, the Company will do so by telephone or in writing (including email) to the number and address provided by the Subscriber.

### 4. DEFINITIONS AND INTERPRETATION

4.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

4.2 In this Agreement all references to the singular include references to the plural and all references to the masculine include references to the feminine and neuter.

4.3 In these terms, any use of the words, "writing" or "written" includes emails.

'Fees' means the fee stipulated in the Form.

'Form' means the form signed by the Subscriber and the Company which sets out the identities parties, the duration of this Agreement, the Fees and other information to which this Schedule is attached.

'Services' means the services to be provided by the Company to the Subscriber in consideration for the payment of the Fees and as described in clause 7.

'Duration' means the duration of this Agreement comprising the Initial Period of 24 months and any subsequent thereafter as set out in clause 6.

### 5. FEES

5.1 The total Fees payable for the services are £3,336

5.2 The Subscriber shall pay the Fees as follows

The Fee of £3,336 is to be paid by the Subscriber to the Company as follows:

(i) £278 initial fee upon scheduling their first appointment; and



(ii) the balance of £3,058 by way of 22 further monthly payments of £139 with first payment being due on the 1st of the month following their baseline screening appointment and the remainder to be paid at monthly intervals thereafter or

5.3 Where the subscriber is transferring from another product the total fees above will be adjusted based on what has already paid, but the total sum owed will be no less than the fee as described in item 5.1.

5.4 If the position (both in relation to the imposition of VAT and any rate) on VAT applicable to the Services changes before the Services are provided the Company will adjust Fee that the Subscriber pays to reflect those changes unless the Subscriber has already paid for the Services in full before the change in the position or rate of VAT (as the case may be) takes effect.

5.5 Any discount is applied at the discretion of the company and will adjust the total fee payable as described in item 5.1

## 6. PAYMENT & MEMBERSHIP TERMS

6.1 Where the Subscriber has agreed to pay the Fees by instalments (Tomorrow Membership), the initial fee of £278 must be paid by the Subscriber by cash, card or transfer upon booking their first appointment. The remaining 22 full calendar monthly payments must be paid by the Subscriber by direct debit or regular payment charged to a credit/debit card.

6.2 The Fees will be fixed for the Initial Period of the Agreement.

6.3 The 'initial period' is the full 24-calendar month period from the 1<sup>st</sup> of the month after the date of you made you booking your first appointment.

6.4 Your membership will run for the initial period, which is at least 24 full calendar months and will continue then for a further 24 full calendar months until you give us at least 30 days notice in writing.

### 6.5 Missed or stopped payments

a If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.

b We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt collection agency.

c If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £75. We will also charge an administration fee of £10 each missed payment.

d Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice

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## 7. DURATION

7.1 The Agreement will commence upon it being signed by the Subscriber and by or on behalf of the Company and will continue for a minimum period of 24 months (the 'Initial Period') thereafter.

7.2 At the end of the Initial Period the Agreement it will renew automatically for a further twenty four (24) month period unless the Subscriber has confirmed to the Company that they wish to terminate the agreement or opted out of auto-renewal by giving a minimum of 30 days notice in writing.

7.3 If a Subscriber has indicated either on or before entering into this Agreement that they agree to it renewing automatically after the Initial Period, they may elect, at any time to opt out of automatic renewal by notifying the Company at least 30 days before the end of their the Initial Period. Upon such notice being given the Agreement will expire at the end of the Initial Period unless the Subscriber has confirmed to the Company that he agrees to the Agreement renewing automatically in which case the Agreement shall continue until terminated by either party.

## 8. SERVICES

8.1 In consideration for the payment, by the Subscriber, of the Fees, the Company will provide the following services:

(i) an initial baseline screening consisting of pre-screening questionnaire, face to face doctor consultation, full body vascular imaging, dynamic blood flow analysis, blood analysis, cardiopulmonary exercise testing, Stress ECG, and written electronic personalised report, echocardiogram;

(ii) a nurse-led check in , resting ECG, body composition, blood pressure at 6 months

(ii) a repeat screening 12 months later consisting of pre-screening questionnaire, face to face doctor consultation, full body vascular imaging, dynamic blood flow analysis, blood analysis, cardiopulmonary exercise testing, stress ECG and written electronic personalised report, echocardiogram;

(iv) a nurse-led check in, resting ECG, body composition, blood pressure at 18 months

8.2 The Company will use reasonable endeavours to reply to a Subscriber's email within 7 working days but the Subscriber acknowledges and accepts that at times the Company may take longer than 7 days to reply especially if the query is a complex one as determined by the Company in its sole discretion. Where

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this occurs the Company will inform the Subscriber of the fact of the delay, the reasons for the delay and the date by which the Company will reply.

8.3 If the Company is of the view that the Subscriber should be referred to another professional adviser, the Company may recommend such a professional adviser but the fees charged by the professional adviser will be paid by the Subscriber and the Company does not warrant or represent the quality of the services provided by such a professional adviser.

8.4 Any report produced by the Company in the delivery of the Services will be provided to the Subscriber at the address and/or email provided. In the event that the Subscriber requires the Company to send the reports to any third party (including the Subscriber's general practitioner), if the Subscriber must sign a form of authority provided by the Company. The Company reserves the right to refuse to send the reports to anyone other than the Subscriber.

## 9. CHANGES TO THE SERVICES OR THESE TERMS

9.1 The Company reserves the right to modify the Services provided under this Agreement:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements.

9.2 The Company, may make changes to the Services for reasons other than those set out in clause 9.1 but when doing so it will provide Subscriber with at least 60 days prior written notice of the changes. The Company will ensure that any modified Services provided hereunder will be equivalent in terms of quality and monetary value of those which they replace.

9.3 In the event that the Company notifies the Subscriber under clause 9.2 of a proposed change to the Services, the Subscriber may terminate this Agreement and upon giving 30 days' notice (by telephone or in writing) and will receive a full refund of any fees that have been paid in advance of the date of termination for Services paid for but will not be provided after the date of termination.

## 10. CANCELLATION OR CHANGE OF APPOINTMENT BY THE SUBSCRIBER

10.1 Cancellation or change of an appointment must be notified by the Subscriber to the Company with a minimum of 48 hours notice. If the appointment is cancelled or changed within 48 hours of the appointment or if the subscriber doesn't attend for any reason the appointment will be lost, cannot be re-arranged and a "Cancellation Fee" of £150 will be charged.

## 11. DELAYS

11.1 The Company is not responsible for delays outside its control. If the Company's performance of the Services is affected by an event outside its

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control the Company will contact the Subscriber as soon as possible to inform the Subscriber. The Company will take steps to minimise the effect of the delay. Provided that the Company complies with its obligations under this clause 11.1 it will not be liable for delays caused by the event. If there is a risk of substantial delay the Subscriber may contact the Company and terminate this Agreement and receive a refund for any Services he has paid for but not received.

11.2 If the Subscriber fails to provide information or authorisations asked for by the Company in order for it to provide the Services or if the Subscriber fails to attend any appointment with the Company, the Company will not be responsible for any delay or failure to provide the Services. In these circumstances the Company reserves the right to charge the Subscriber an additional reasonable charges for providing the Services late to compensate it for any extra work that the Company is required to do to deliver the Services.

11.3 The Company may suspend the Services:

(i) to update the Services to reflect changes in relevant laws and regulatory requirements;

(ii) to make changes to the Services requested by the Subscriber or notified by the Company to the Subscriber; or

(iii) in the event of non-payment of the Fees.

11.4 In the event that the Company has to suspend the Services the Company will contact the Subscriber in advance to inform him that it will do so.

11.5 In the event that the Company suspends the Services due to events in clause 11.3 (i) or (ii) for more than 90 days:

(i) the Company will adjust the Fees so that the Subscriber does not have to pay for Services while they are suspended; and

(ii) the Subscriber may terminate this Agreement by contacting the Company and the Company will refund any sums that the Subscriber has paid in advance for the Service not provided.

11.6 In the event that the Company suspends the Services due to non payment of Fees (that is, under clause 11.3(iii)) the Company will contact the Subscriber and inform him that if the outstanding Fees are paid within 30 days the Company will not suspend the Services. The Company will not suspend the Services where the Subscriber disputes the unpaid Fees. The Company also reserves the right, in these circumstances, to charge interest on the overdue payments.



## 12. TERMINATION

### Subscriber termination

12.1 The Subscriber may terminate this Agreement before the Services have been provided and paid for by contacting the Company.

12.2 During the initial 24 month period or the subsequent auto renew 24 month period the subscriber can give 30 days written notice to terminate at the end of the 24 month period they are in.

12.3 During the Initial Period, the Subscriber may terminate this Agreement for any the reasons (i) to (v) below upon which the Agreement will end immediately and the Company will refund the Subscriber in full for any Services which have not been (or will not be) provided or properly provided. The reasons are in addition to and do not affect the rights of the Subscriber to terminate this Agreement at common law or statute. The reasons are:

- (i) the Company has notified the Subscriber of an upcoming change that the Subscriber does not agree to;
- (ii) the Company has informed the Subscriber of an error in the price or description of the Services that the Subscriber has purchased and upon being so informed the Subscriber does not wish to proceed;
- (iii) there is a risk to the Services being significantly delayed due to events outside the Company's reasonable control;
- (iv) the Company suspends the Services for technical reasons or notifies the Subscriber that it is going to suspend the Services for technical reasons in each case for a period of more than 90 days; or
- (v) in the event that the Company has committed a fundamental breach of these terms, is negligent in the performance of the Services or is in breach of its statutory duty.

12.4 If this Agreement continues after the end of the Initial Period the Subscriber may terminate it without cause upon giving the Company three months written notice. This Agreement will continue for the full twenty four (24) months of that period.

### Company termination

12.4 The Company may terminate this Agreement if:

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(i) the Subscriber fails to pay the Fees as they fall due and remain unpaid for more than 30 days after the Company has reminded the Subscriber that payment is due;

(ii) the Subscriber does not, within a reasonable time of the Company asking for it, provide the Company the information that is necessary for it to provide the Services;

(iii) the Subscriber repeatedly fails to attend appointments.

12.5 In the event that the Company terminates this Agreement due to non-payment of Fees, all Fees payable under this Agreement shall become payable as a debt to the Company. The Company reserves the right to instruct third-parties to recover the Fees and to assign the debt to a third party. The Company shall comply with all applicable laws relating to the processing of personal data when instructing third parties to recover any debt from the Subscriber or assigning any debt to a third party.

12.6 The Subscriber agrees to indemnify the Company and to pay all and any costs or disbursements incurred by the Company in recovering any outstanding Fees from the Subscriber.

## 13. LIMITATION OF LIABILITY

13.1 The Subscriber acknowledges and accepts that:

(i) the nature of the Services being provided is not without risk; and

(ii) although the Company will explain the risks associated with the use of the Services and the activities that the Subscriber will be required to undertake as part of the assessment procedures the Subscriber is responsible for understanding the risks before consenting to the activities that he will be required to undertake.

13.2 If the Company fails to comply with the terms of this Agreement, the Company will be responsible to the Subscriber for foreseeable loss and damage caused by the Company breaking this Agreement or failing to provide the Services with reasonable care and skill.

13.3 The Company is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both the Company and the Subscriber knew it might happen, for example, if the Subscriber discussed it with the Company during the sales process.

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13.4 The Company does not exclude or limit in any way its liability to the Subscriber where it would be unlawful to do so. This includes liability for death or personal injury caused by the Company's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the Subscriber's legal rights in relation to the Service including the right to receive services which are supplied with reasonable skill and care.

13.5 If the Company provides services in the Subscriber's property, the Company will make good any damage to the Subscriber's property caused by the Company while doing so. However, the Company is not responsible for the cost of repairing any pre-existing faults or damage to the Subscriber's property that the Company discovers while providing the Services.

13.6 The Company is not liable for business losses. The Subscriber is receiving the Services as a consumer and the Company only supplies the Service for the Subscriber's domestic and private use. If the Subscriber uses the Services for any commercial, business or re-sale purposes the Company will have no liability to the Subscriber for any loss of profit, loss of business, business interruption or loss of business opportunity.

## 14. CONDUCT

### Subscriber

14.1 The Subscriber must use the Services in accordance with the advice provided by any representative of the Company and any notices displayed.

14.2 The Subscriber is required to behave in a reasonable and courteous manner when attending the Company's premises. The Company may refuse to provide the Service and/or terminate this Agreement in the event that the Company is of the reasonable opinion that the Subscriber has acted in a manner which is detrimental to the welfare or reputation of the Company, its employees or subcontractors. If the Company terminates this Agreement in exercise of its rights under this clause, the Company shall retain all monies paid by the Subscriber up to and including the date of termination.

### Company

14.3 If the Subscriber has any questions or complaints about the Services, any Company employee or subcontractor, the Subscriber should contact the Company by telephone or in writing the details of the telephone number and address are those on the Company's website.

## 15. PERSONAL DATA

15.1 The Company will process the Subscriber's personal data in accordance with



the Company's Privacy Policy which can be found at: <https://www.tomorrowwellness.com/privacy-policy/>

15.2 The Subscriber consents to the Company sharing the Subscriber's personal data with third parties for the provision of the Services. This includes:

- (i) to allow the Company to collect payments from the Subscriber;
- (ii) to instruct third parties to recover unpaid Fees from the Subscriber;
- (iii) to assign any debt owed to the Company by the Subscriber; and
- (iv) to obtain information from a credit reference agency in circumstances where the Company provides credit to the Subscriber.

## 16. MISCELLANEOUS

16.1 The Subscriber is responsible for informing the Company for any change in their personal details or health.

16.2 The Company may transfer its rights and obligations under this Agreement to another organisation. The Company will inform the Subscriber if it intends to transfer and it will ensure that the transfer does not affect the Subscribers rights under this Agreement. If the Subscriber does not agree to the Services being provided by another person after the proposed transfer, the Subscriber may inform the Company to end this Agreement in 30 days of the Company informing the Subscriber of the transfer and the Company will refund to the Subscriber any payments that he has made in advance for Services not provided.

16.3 This Agreement is between the Subscriber and the Company. No other person shall have any rights to enforce any of its terms.

16.4 If the court finds any part of this Agreement illegal the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

16.5 If the Company does not insist immediately that the Subscriber does anything that the Subscriber is required to do under this Agreement or if the Company delays in taking steps against the Subscriber in respect of him breaking this Agreement that will not mean that the Subscriber does not have to do those things or prevent the Company from taking steps against the Subscriber at a later date. For example, if the Subscriber misses a payment and the Company does not chase it but continues to provide the Services, the Company may still require the Subscriber to make the payment at a later date.

16.6 This Agreement is subject to English law and the courts of England and

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Wales shall have the exclusive jurisdiction to determine any dispute arising hereunder.