

**Dated**

**2019**

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**FRONTIER HEALTH MEDICAL SOLUTIONS LTD**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

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**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF clause 7.**

**1. Interpretation**

**1.1 Definitions:**

**"Booking Fees"** means the fees payable by the Customer for the supply of the Services in accordance with clause 5.

**"Business Day"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Commencement Date"** means has the meaning set out in clause 2.2.

**"Contract"** means the contract between the Facilitator and the Customer for the supply of Services in accordance with this Agreement.

**"Customer"** means the person who purchases Services from the Facilitator.

**"Customer Default"** means has the meaning set out in clause 4.2.

**"Facilitator"** means Frontier Health Medical Solutions Ltd registered in England and Wales with company number 11547944 t/a MedAway. The Facilitator's registered and trading address is at 1a Lansdowne Road, London, United Kingdom, N17 0LL. It does not have a VAT number as yet. The Facilitator's telephone number is 0330 133 0593 and it can be contacted on email at info@medaway.co.uk

**"Finance"** means any finance product of the Finance Provider which the Customer applies for to fund the purchase of the Services and any separate costs such as treatment costs of the Medical Services Provider or ancillary travel and accommodation costs.

**"Finance Provider"** any appropriate third party financial services institution to whom we are regulated to make introductions.

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and related rights, trade marks, service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and exploit, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Medical Services Provider"** means any hospital, surgery, clinic or any other medical practitioner or establishment inside or outside of the UK to which or whom the Facilitator introduces the Customer or about which or whom the Facilitator provides relevant information to the Customer.

**"Regulations"** means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, as amended.

**"Services"** means the services as described in the main body of this agreement and at Schedule 1 to this agreement.

## 1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (b) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.
- (d) A reference to one gender shall be taken to mean the other, unless stated otherwise.
- (e) Any schedules to these terms are incorporate into and form part of this contract.

## 2. Basis of contract

- 2.1 This Agreement confirms the Customer's instructions to the Facilitator to perform the Services in accordance with the terms set out herein.
- 2.2 The terms of this Agreement first take effect on the earlier of the Customer continuing to use the Facilitator's services or confirming their agreement to this Contract (by electronic means or otherwise), after being provided with a copy thereof (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Facilitator, and any descriptions or illustrations contained in the Facilitator's catalogues or brochures or introductory material or website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this Agreement or have any contractual force. Mainly the Facilitator will pass the Medical Services Provider's literature and brochures to the Customer and not its own – such literature and brochures does not form any part of this Contract.
- 2.4 The terms of this Agreement apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, save as required by law.

## 3. Supply of Services

- 3.1 The Facilitator shall supply the Services to the Customer in accordance with the terms of this Agreement.
- 3.2 The Facilitator shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Facilitator shall notify the Customer in any such event.
- 3.3 The Facilitator warrants to the Customer that the Services will be provided using reasonable care and skill.

- 3.4 The Customer acknowledges and agrees that the Facilitator will provide the Services only and will not (and is not regulated to) provide any medical advice or perform any medical procedures whatsoever or to provide finance products. The Services are performed to introduce the Customer to relevant Medical Services Providers and help facilitate a productive conversation between those two parties thereafter, and as requested by the Customer to introduce them a Finance Provider.
- 3.5 The Facilitator shall suggest to the Customer in the performance of the Services, Medical Services Providers which it believes after reasonable consideration are properly authorised in the jurisdictions in which such providers perform their relevant services and treatments. Should local law and practice change after the provision of information by the Facilitator to the Customer under the Services and which change affects the Customer's eligibility for treatment by a Medical Service Provider, the following shall apply:
- (a) the Customer agrees that the Facilitator is no way liable for any loss or damage suffered by the Customer because of that change in local law and practice; and
  - (b) the Facilitator will, at its absolute discretion, re-perform any part of the Services in light of such change free of charge.
- 3.6 If the Customer is not satisfied with the provision of the Services, the Facilitator's complaints procedure is set out in schedule 2.
- 3.7 If the Contract is concluded as a "distance contract" or an "off-premises contract" (as defined in the Regulations – which is likely to be the case as the Customer will likely deal exclusively with the Facilitator online), the Customer may exercise its right to cancel the Services as applicable under the Regulations and using the model cancellation instructions and cancellation form set out in the Regulations. So the Customer is aware, should he or she cancel the Services within 14 days of the Commencement Date but after instructing the Facilitator to commence the Services, they may be liable under the Regulations for reasonable costs of the Facilitator as a result of it beginning to perform the Services.
- 3.8 **The Customer can always end the contract before the Services have been supplied and paid for.** The Customer may contact the Facilitator at any time to end the contract for the Services, but in some circumstances the Facilitator may charge the Customer certain sums for doing so, as described below.
- 3.9 **What happens if the Customer has good reason for ending the contract.** If the Customer is ending the contract for a reason set out at (a) to (e) below the contract will end immediately and the Facilitator will refund the Customer in full for any services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) the Facilitator told the Customer about an upcoming change to the Services or these terms which they did not agree to;
  - (b) the Facilitator told the Customer about an error in the price or description of the Services they ordered and they do not wish to proceed;
  - (c) there is a risk the Services may be significantly delayed because of events outside the Facilitator's control;
  - (d) the Facilitator suspends the Services for technical reasons, or notifies the Customer it is going to suspend them for technical reasons, in each case for a period of more than 60 days; or

- (e) the Customer has a legal right to end the contract because of something the Facilitator has done wrong.

3.10 **What happens if the Customer ends the contract without a good reason.** If the Customer is not ending the contract for one of the reasons set out in clause 3.9, the contract will end immediately but the Facilitator may charge reasonable compensation for the net costs it will incur as a result of the ending the contract, unless it has already received its Booking Fees in full and which Booking Fees it would therefore retain. The Facilitator will provide further information on such costs as and when is relevant and such costs will include if appropriate, without limitation, a £50 administration fee.

3.11 The Customer acknowledges that where it cancels any package agreed with a Medical Services Provider, the Facilitator is not responsible for paying any outstanding fees at all due from the Customer to the Medical Services Provider and that is a matter separately between those two parties.

#### **4. Customer's obligations**

4.1 The Customer shall:

- (a) ensure that any information which it provides as requested by the Facilitator for the provision of the Services is complete and accurate;
- (b) provide the Facilitator with such information and materials as the Facilitator may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (c) co-operate with the Facilitator in all matters relating to the Services;
- (d) pay all Booking Fees due and owing to the Facilitator; and
- (e) comply with any relevant obligations and provide such consents, as are set out in this agreement.

4.2 If the Facilitator's performance of any of its obligations under this agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) the Facilitator shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Facilitator's performance of any of its obligations;
- (b) the Facilitator shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Facilitator's failure or delay to perform any of its obligations as set out in this clause 4.2; and
- (c) the Customer shall reimburse the Facilitator on written demand for any costs or losses sustained or incurred by the Facilitator arising directly or indirectly from the Customer Default.

4.3 Notwithstanding that the Services include the Facilitator facilitating the conversation between the Customer and the Medical Services Provider so that they can make the

necessary arrangements for the treatment between them, the Customer always remains responsible for the following matters and so which **do not** form part of the Services and for which the Facilitator has no liability should any such matters not be adequately arranged:

- (a) The Customer must arrange their own travel vaccinations and relevant medical checks for their destination before travelling, and they must arrange their own flights to the relevant treatment location and their own valid passport and visas; and
- (b) Although the Facilitator will provide facilities (whether on WhatsApp or similar, on group chat or email or by acting as a “go between”) for the Customer and the Medical Services Provider to make arrangements, the Customer must confirm with the Medical Services Provider their treatment plan, airport transfers and accommodation arrangements to meet with and receive treatment from the Medical Services Provider. The Facilitator is not an agent of either party and so does not conclude any such arrangements or any contract on behalf of either the Customer or the Medical Services Provider.

## **5. Charges and payment**

5.1 The Booking Fees for the Services shall be:

- (a) the Booking Fees shall be calculated in accordance with schedule 3 of this agreement; and
- (b) although unlikely to be relevant in most cases, the Facilitator shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Facilitator engages in connection with the Services including, but not limited to, the cost of services provided by third parties and required by the Facilitator for the performance of the Services, and for the cost of any relevant materials.

5.2 The Facilitator shall invoice the Customer once the Customer has confirmed their treatment package with the Medical Services Provider, and thereafter on confirmation of any subsequent treatment package with a Medical Services Provider. For the avoidance of doubt and to assist the Customer, the Facilitator will also include with its invoice, a separate costs information sheet which shows what the Customer must also pay direct to the Medical Services Provider.

5.3 The Customer shall pay each invoice submitted by the Facilitator:

- (a) On the next working day after receipt of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Facilitator whether by bank transfer, PayPal, card payment or by a secure payment link, and

time for payment shall be of the essence of this agreement.

5.4 All amounts payable by the Customer under this agreement are inclusive of amounts in respect of value added tax chargeable for the time being (**VAT**).

5.5 If the Customer fails to make any payment due to the Facilitator under this agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England'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. The Customer shall pay the interest together with the overdue amount.

- 5.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Facilitator may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Facilitator to the Customer.
- 5.7 If the Customer believes the pricing is wrong, they should raise that with the Facilitator immediately for its genuine consideration.

#### *FINANCE*

- 5.8 Finance may be available to the Customer via the Finance Provider subject to approval by the Finance Provider and under its separate terms and conditions. Finance solutions in the form of unsecured or guarantor loans are provided by fully authorised and regulated brokers and lenders.
- 5.9 The Facilitator is authorised by the FCA (Financial Conduct Authority Reference Number: 842232) with limited permissions in secondary brokering to introduce potential customers to Finance Providers who provide finance and credit solutions. The Facilitator can only provide them with the Customer's details if they request it to do so, or agree for it to do so when prompted. The Facilitator will also provide the Customer with the opportunity to apply for those services through its website.
- 5.10 As the introducer, the Facilitator may potentially earn a fee from introductions to the Finance Provider and it will provide further information separately about that as and when required under its regulatory obligations. It will not however, in any way, be involved in any agreement between the Customer and the Finance Provider. The Facilitator holds no responsibility for any terms, conditions, stipulations, decisions or outcomes in regards to any Finance agreement made, or attempted to be made between the Customer and the Finance Provider. The Facilitator's permissions can be checked on the FCA register at the following address: <https://www.register.fca.org.uk>.
- 5.11 Any enquiry regarding the Customer's relationship with the Finance Provider must be sent directly to the Finance Provider and not to the Facilitator. The Facilitator is not responsible for responding to these enquiries.
- 5.12 The Customer is entitled to follow up any Finance related issue with the financial ombudsman at the following address: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

#### **6. Intellectual property rights**

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Facilitator. The Customer may not use the Intellectual Property Rights in any way for their own commercial purposes.
- 6.2 The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Facilitator obtaining a written licence from the relevant licensor on such terms as will entitle the Facilitator to license such rights to the Customer. This is unlikely to be relevant in respect

of the Services and so the Facilitator will notify the Customer as and when this clause may apply.

**7. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

7.1 As stated above, the Facilitator provides no medical advice or procedures under this Agreement nor does it arrange any accommodation, flights or transfers or similar. The Customer acknowledges and agrees that the Facilitator is not responsible in any way for the provision of medical advice and/or the performance of medical procedures by any Medical Services Provider. Further, the Customer hereby indemnifies and keeps indemnified the Facilitator against any loss, damage, awards or judgements which the Facilitator suffers because the Customer has included it in a claim or threatened claim about the provision of medical advice and/or procedures by any Medical Services Provider or about any claims relating to accommodation, flights or transfers or similar arranged by any Medical Services Provider.

7.2 The Customer further hereby indemnifies and keeps indemnified the Facilitator against any loss, damage, awards, judgements, fines or penalties where any Medical Services Provider or local authority or government initiate any proceedings against the Facilitator because the Customer has breached their obligations owed to such Medical Services Provider or local authority or government.

7.3 Notwithstanding the above, nothing in this agreement shall limit or exclude the Facilitator's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees; or
- (b) fraud or fraudulent misrepresentation; or
- (c) where the Facilitator cannot legally limit its liability.

7.4 Subject to clause 7.3 and save to the extent required by law, the Facilitator shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss.

7.5 Subject to clause 8.1, the Facilitator's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the total Booking Fees in

connection with the relevant treatment package with a Medical Services Provide to which the claim relates, subject to the Customer's statutory rights.

7.6 This clause 7 shall survive termination of this agreement.

## **8. Termination**

8.1 Without limiting its other rights or remedies, the Facilitator may terminate the Contract by giving the Customer 1 week's written notice. The Customer's right to cancel the services is set out above.

8.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Facilitator suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.3 Without limiting its other rights or remedies, the Facilitator may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or

8.4 Without limiting its other rights or remedies, the Facilitator may suspend provision of the Services under the Contract or any other contract between the Customer and the Facilitator if:

- (a) the Customer becomes subject to any of the events listed in clause 8.2(b) to clause 8.2(d) as applicable; or
- (b) the Facilitator reasonably believes that the Customer is about to become subject to any of them; or
- (c) if the Customer fails to pay any amount due under this Contract on the due date for payment; or
- (d) the Facilitator has to update the Services to reflect changes in relevant laws and regulatory requirements; or

- (e) the Facilitator has to make changes to the Services as requested by the Customer or notified by the Facilitator to the Customer.

## **9. Consequences of termination**

9.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Facilitator all of the Facilitator's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Facilitator shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication survive termination shall continue in full force and effect.

## **10. General**

10.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 **Assignment and other dealings.**

- (a) The Facilitator may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Facilitator, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

10.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

#### 10.4 **Data Protection and Access to Medical Records**

- (a) The Facilitator will only use the Customer's personal information as set out in our Customer Privacy Notice.
- (b) The Customer agrees that the Facilitator may make the Customer's special categories of data (including health related data) where that is necessary for the proper performance of the Services (such as to Medical Service Providers, advisers, regulatory authorities, governmental or quasi-governmental organisations).
- (c) The Customer agrees that their personal data may be collected and held (in digital or hard copy form), processed and transferred and disclosed by the Facilitator to a country or jurisdiction inside or outside of the European Economic Area, including without limitation to Medical Service Providers, advisers, regulatory authorities, governmental or quasi-governmental organisations in Turkey for the proper performance of the Services. If such processing, transfer or disclosure is to occur outside of the European Economic Area, the Facilitator will take reasonable steps to ensure personal data is adequately protected.
- (d) To the extent that it is relevant for the purposes of the Services under the Access to Medical Reports Act 1988, the Customer hereby gives the Facilitator any necessary consents to provide their medical information and reports to any Medical Services Provider and such other relevant person, organisation and authorities as is necessary for the provision of the Services.

#### 10.5 **Entire agreement.**

- (a) This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

10.6 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.7 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

10.8 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it

valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**10.9 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or email].
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.9(a); if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the [second] Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or email], one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**10.10 Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

**10.11 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**10.12 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

**10.13 Summary of the Customer's legal rights.** See the box below for a summary of the Customer's key statutory rights in relation to the services, as addressed by the Facilitator to the Customer.

**Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

This Contract has been entered into on the Commencement Date.

The Customer has been provided with a method of electronic signature and/or confirming acceptance. For the avoidance of doubt, the Customer agrees in any event that instructing the Facilitator to begin to perform any services is acceptance of the terms of the Contract.

## Schedule 1

### The Services

**The Facilitator provides medical referral services as set out below. The Facilitator does not provide any medical advice or treatments and it does not arrange any flights, accommodation, transfers or similar and it does not provide any finance products.**

#### **Step 1 – Initial consultation and provision of information to medical services provider**

- The Facilitator shall provide via WhatsApp, email or a webchat application on its website, an initial non-medical consultation with the Customer to discuss the Customer's particular issue and any relevant medical services provider(s) outside of the UK to which the Facilitator can make introductions (the "Consultation"). If applicable, this stage may also include provision of costs information on an indicative basis only. The Customer may be required to at this stage to provide medical records or other information which the Facilitator believes is relevant for the Medical Services Provider to see in order for the next steps below to proceed. The Customer understands that such personal information about them will be passed to such providers in accordance with the terms of the Contract and the Facilitator's customer privacy notice.
- The Facilitator will then pass the relevant information to any relevant Medical Services Providers and seek treatment packages proposals from them to be put to the Customer. The Customer acknowledges that the Facilitator does not negotiate fees on behalf of either the Customer or the relevant Medical Services Provider.

#### **Step 2 – The introduction**

- After the Customer agrees to approach of one of the Medical Services Providers suggested by the Facilitator, the Facilitator will make a direct introduction and then stay involved in the conversation between the two parties to seek to ensure that they understand each other's needs and positions and so that they can make appropriate arrangements between themselves.
- The Customer and the Medical Services Provider are to enter into their own separate contract for the provision and payment of a treatment package, whether in writing or otherwise. The Facilitator is not a party to any such agreement and is not an agent of either party – it merely makes the introduction and facilitates the conversation between the parties.

#### **Step 3 – Ongoing support**

- The Customer will have ongoing access to the Facilitator to help the Customer's conversation with the Medical Services Provider.
- The Facilitator will introduce the Customer to a Finance Provider if requested by the Customer.

The Facilitator's costs for its relevant services are set out at schedule 3 below.

**The Facilitator strongly recommends that the Customer seek advice from their GP before participating in any treatment plan with a Medical Services Provider.**

## Schedule 2

### Complaints Procedure

**Step 1:** All complaints must be notified to the Facilitator using its contact details above. An appropriate case manager will acknowledge receipt of such complaint within 3 Business Days of receipt.

**Step 2:** The relevant case manager will investigate the complaint and seek further information if required within 7 Business Days following acknowledgement of the complaint. The case manager in charge of the complaint will write to the Customer confirming the result of their findings. The case manager shall explore options for proceeding whether the complaint was upheld or not. In either event, the case manager might suggest remedies to be performed within a reasonable time, such as but not limited to:

- Re-perform the Services
- Re-perform a particular part of the Services
- Assign a new case manager
- Increased number of appointments or change to appointment times
- Increase the management auditing and quality checks on the relevant case until the complaint has been resolved
- Adjustment to the relevant payment plan

**Step 3:** If the Customer remains dissatisfied then he or she should request that their complaint be referred to a manager whereby the above process shall be revisited.

**Step 4:** If after following the above steps 1-3 the complaint remains unresolved, the Customer must in writing contact the Facilitator's Board of Directors to review the matter. The Customer agrees that the Board of Directors are entitled to introduce their own remedies to resolve the complaint.

Subject to any overriding law, the Customer agrees that they will follow all the above Steps 1-4 and allow the Facilitator reasonable full opportunity to remedy their complaint and meet its obligations under this Contract before making a request for a refund. Should the matter remain unresolved, the Facilitator will comply with any applicable legislation in respect of remedies available to the Customer.

Any complaints will be recorded by the Facilitator for monitoring and management purposes and further information about such matters and retention of such data is set out in the Customer Privacy Notice.

Any complaints which the Customer has with any services performed or not performed as expected by the Medical Services Provider must be raised with the Medical Services Provider direct. The Facilitator might make itself aware of any such issues from a quality control perspective and in accordance with its customer privacy notice.

### **Schedule 3**

#### **The Booking Fees**

The Facilitator's booking fees for its Services are proposed on a case by case basis and dependant on the treatment required and other market factors.

The Customer will be provided with information about the Facilitator's actual costs in due course in a separate email or other correspondence. The Facilitator's fee for its services are payable as a non-refundable booking fee (save to the extent that statutory consumer law in the UK may require any refund be given) at the stage when the Customer agrees to a treatment package with a Medical Services Provider. The Facilitator's booking fee covers all of its Services in respect of any one treatment package sought by the Customer from a Medical Services Provider and so the same customer would have to pay a further fee for any subsequent treatment packages.

The Facilitator's invoice will state its booking fee only, although it will provide a separate document detailing costs information received from the Medical Services Provider and the Medical Services Provider's bank details for payment. The Facilitator will provide that as part of its facilitation of information services and not as an agent of either the Customer or the Medical Services Provider. The Customer must deal with any issues around payment of such amounts direct with the Medical Services Provider.