



CUSTOMER TERMS AND CONDITIONS

Thank you for choosing Red & Yellow Care ("we"; "us"; "our"). You should have received a letter from us confirming your request for our services ("Welcome Letter"); if not please contact us as soon as possible. The Welcome Letter and these terms and conditions ("Customer Terms") will form part of the agreement between you and us and will apply to all of the services (the "Services") that we provide to you. Before we start providing any Services to you, you need to sign the agreement enclosed in the Welcome Letter ("Agreement") and then return it to us.

When we refer to "you", we mean the intended customer or patient ("customer") or their representative as described in the Agreement. Where a person signs the Agreement as a representative on behalf of a customer, they agree that they will be bound by these Customer Terms, even if the customer breaches, or is not bound by, any part of these Customer Terms.

1. WHO ARE WE AND HOW TO CONTACT US

- 1.1 We are a company registered in England and Wales called Red and Yellow Memory Services Limited, trading as "Red & Yellow Care". Our company registration number is 07828427 and our registered office is at Red & Yellow Care, The Old Town Hall, 4 Queens Road, Wimbledon, SW19 8YB. You can contact us by telephoning 0203 7000 163 or by e-mailing contact@redandyellowcare.com.
- 1.2 If you wish to contact us in writing, or to send us any written notices required by these Customer Terms, you can send this to us by e-mail, by hand, or by pre-paid post using the details in clause 1.1 and we will confirm receipt. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address we sent the Welcome Letter to.

2. ENTERING INTO THE CONTRACT

- 2.1 Please read these Customer Terms carefully, and check that the details in the Welcome Letter are complete and accurate, before you sign the Agreement. If you think that there is a mistake or require any further explanation, please contact us to discuss. We will confirm any changes agreed with you in writing to avoid any confusion.
- 2.2 These Customer Terms will become binding on you once you have signed and returned the Agreement to us, at which point there will be a contract between you and us. If we are unable to supply you with any Services, we will inform you of this and we will not process your request.
- 2.3 These Customer Terms will apply to all of the Services that we provide to you and will continue until terminated in accordance with clause 5.

3. WHAT ARE THE COSTS AND HOW YOU WILL PAY

Our Fees

- 3.1 Our fees for the initial Services that you requested are set out in the Welcome Letter. Fees for subsequent Services or third party services will be discussed and agreed with you on an ongoing basis.
- 3.2 Our fees include VAT (if applicable), but if the rate of VAT changes, we will adjust fees to account for this change provided we give you 7 days' notice unless you have already paid for a Service, in which case we will not adjust the fee for that particular Service. You

can choose to cancel the Services in accordance with clause 5 in these circumstances.

- 3.3 Our fees for the Services may change at any time provided we give you 7 days' notice unless you have already paid for a Service, in which case we will not adjust the fee for that particular Service. You can choose to cancel the Services in accordance with clause 5 in these circumstances.

Paying

- 3.4 It is your responsibility to pay the fees and we will require you to pay them at the time that we have notified to you.
- 3.5 We accept payment in the form of credit card, debit card, bank transfer and direct debit. We may accept other forms of payment, but this will be at our discretion.
- 3.6 We will collect your payment details, including your credit or debit card details, when we accept your request for Services. We will keep your card details until the fees for our Services have been paid in full, however, we will contact you each time before we take payment to request authorisation to use those payment details.
- 3.7 If you do not want us to use the payment details given to us in accordance with clause 3.6 above to collect payment, let us know and we will ask for alternative payment. If your payment details change, you must provide us with updated payment details.
- 3.8 Each invoice must be paid in cleared monies within 14 days of the date of invoice by any of the methods described in clause 3.3.
- 3.9 If a third party has agreed to pay your fees and they fail to settle our invoices (or any part of them) by the due date for payment, we will assume that the outstanding amount will not be paid by the third party and we will invoice you direct and payment will be due within 14 days of the date of the invoice.
- 3.10 If you have chosen to pay by direct debit then you will be invoiced monthly (on or around the 30th of each month) and the direct debit payment will be taken at the beginning of the following month (on or around the 5th of each month).
- 3.11 If, for any reason, we find that you have not paid our fees by 14 days after the date of the invoice, you agree that we can debit the outstanding balance from your card upon 7 days of notice to you and/or we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 3.12 If you dispute an invoice in good faith, please contact us to let us know promptly after you have received the invoice. Clause 3.11 will not apply for the period of the dispute.
- 3.13 If you are covered by insurance you will need to pay our fees in accordance with clause 3 and get your insurance provider to reimburse you following the Services. We do not accept direct payments from insurance providers but we will assist you in every way that we can, including providing any appropriate documentation requested by yourself for your insurance provider. You will need to check whether your insurance provider will cover you for the Services. It is not our responsibility to do so. Your insurer may have a different opinion to us or the other parties involved in the Services, which means they may not reimburse you for all or any of the Services.

4. THE SERVICES

- 4.1 We will make every effort to complete the Services in a timely manner. However, there

may be circumstances beyond our reasonable control which prevent this (see clauses 4.10 and 4.11).

- 4.2 If we do not receive payment for the Services when we are supposed to as set out in clause 3, we may suspend the Services with immediate effect until we have been paid the outstanding amounts (except where you dispute an invoice – see clause 3.12). We will contact you to tell you this. This does not affect our right to debit the relevant balance and/or to charge you interest under clause 3.11.
- 4.3 We will own the copyright, and all other intellectual property rights in any documents we make in connection with the Services for you (including but not limited to reports, care plans, drafts, drawings or illustrations). This just means we are free to use our internal templates and other documents.
- 4.4 We are not responsible for meeting your general primary healthcare needs. For any of your healthcare needs other than those forming part of the Services, please speak to your GP.

Our liability to you

- 4.5 If we breach our agreement with you we may be liable for loss or damage that you suffer, however, we shall not be liable by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the terms of the agreement for any loss of profits, anticipated savings, opportunity, reputation or goodwill in each case whether direct or indirect or for any special, consequential and/or other indirect loss or damage whether caused by negligence, breach of contract, tort or breach of statutory duty by us, our employees or agents or otherwise, arising out of or in connection with this agreement.
- 4.6 If we are providing Services in your property, we will make good any damage to your property that was caused by us in the course of performing the Services. However, we are not responsible for any loss or damage that was not reasonably foreseeable and we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover when providing the Services.
- 4.7 Please look after your belongings carefully when you visit our consulting rooms. We are not responsible for the loss or damage to any valuables, cash or other items belonging to you or any persons accompanying you while you are visiting any of our consulting rooms.
- 4.8 We do not exclude or limit in any way our liability for:
 - 4.8.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
 - 4.8.2 fraud or fraudulent misrepresentation;
 - 4.8.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 4.8.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - 4.8.5 defective products under the Consumer Protection Act 1987.
- 4.9 While we and the other parties involved in the Services will use our reasonable skill and care to ensure you get a satisfactory outcome, a medical or medico-legal outcome cannot be guaranteed with complete certainty.

- 4.10 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Customer Terms that is caused by any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. We will contact you as soon as reasonably possible if any of these things occur.
- 4.11 If we cannot provide the Services because any of the events described in clause 4.10 have occurred, the time by which we are required to provide the Services will be extended for the duration of the event. In any event, if we need to stop the Services temporarily, we will restart them as soon as reasonably possible. You can cancel the agreement under clause 5.6.4. We will only cancel the contract if the Services need to be stopped for more than 12 weeks in accordance with our cancellation rights in clause 5.8.

5. CANCELLATION AND REFUNDS

Stopping before completion of the Services

- 5.1 If a member of our staff or another party involved in providing the Services to you recommends that you must undergo certain tests or procedures, we are under no obligation to provide any Services without those tests or procedures first taking place. You will be told whether any additional tests or procedures are required and how much it will cost to perform them. If you decide that you do not want to proceed, you will only be obliged to pay for the Services you have actually received.

Your rights to cancel and applicable refund

- 5.2 If you are late to an appointment by **more than 10 minutes** or you do not attend an appointment or you give us **less than 48 hours' notice** to reschedule an appointment, we reserve the right to charge you for any costs that we have incurred (please be aware that this could be as much as the full cost of your appointment plus any additional costs such as the consulting room fee), as we may still need to pay the clinician who we arranged to see you or for the services that we agreed to provide you. Please contact us if you would like more information in relation to a specific appointment. We will not charge you if we receive more than **48 hours' notice** to reschedule an appointment. If there is another party involved in the Services and they provide a different deadline, you must provide a period of notice that meets this requirement or that one, whichever is longer.
- 5.3 If you are booked onto one of our courses as part of the Services that you have requested that we provide to you, please be aware that we will not be able to reschedule sessions and you will be charged the full price of the course even if you do not attend all of the sessions of the course.
- 5.4 If you change your mind, and do not want any of the Services, or you would like to cancel this agreement, please give us at least 7 days' notice in writing. Any advance payment you have made for the Services that have not been provided will be refunded to you. You will need to pay us any costs we have reasonably incurred by that stage and we will tell you what these costs are when you contact us. These costs will be deducted from any refund that is due to you or, if no refund is due to you, invoiced to you.
- 5.5 We may deduct from refunds any amount that you owe to other parties involved in the Services.
- 5.6 You may cancel this agreement with immediate effect by giving us written notice if:
- 5.6.1 we breach this contract in any material way and we do not correct or fix the

situation within 30 days of you asking us to in writing;

- 5.6.2 we go into liquidation or a receiver or an administrator is appointed over our assets;
 - 5.6.3 we change these Customer Terms under clause 10.7 to your material disadvantage; or
 - 5.6.4 we are affected by an event outside of our reasonable control.
- 5.7 Where you have cancelled the Services because of our failure to comply with these Customer Terms, you do not have to make any payment to us. Otherwise you will have to pay us any costs that we have reasonably incurred by that stage.

Our rights to cancel and applicable refund

- 5.8 We may need to cancel Services before they begin due to one of the events described in clause 4.10 or because the Services you requested are not available. We will promptly contact you if this happens. If we need to cancel Services for these reasons and you have made any payment in advance for those Services, which have not been provided to you, we will refund these amounts to you.
- 5.9 We may cancel this agreement at any time by providing you with at least 7 days' notice in writing. If you have made any payment in advance for any Services that have not been provided to you, we will refund these amounts to you.
- 5.10 We may cancel this agreement at any time with immediate effect by giving you written notice if:
 - 5.10.1 you (or a third party) do not pay us when you are supposed to as set out in clause 3. This does not affect our right to debit the relevant balance and/or charge you interest under clause 3.11;
 - 5.10.2 you breach the contract in any other material way and you do not correct or fix the situation within 30 days of us asking you to in writing; or
 - 5.10.3 the provision of Services is not in your best interests for medical reasons,and you will receive a refund for anything you have paid already for those Services less the costs reasonably incurred by us up to cancellation.

6. YOUR INFORMATION AND WHAT WE DO WITH IT

- 6.1 We will treat the information that you give to us as confidential and we will not, without your permission, disclose any of it to any other person except:
 - 6.1.1 your GP (unless you tell us not to at any time by speaking to one of our staff on 0203 7000 163);
 - 6.1.2 any of your family, friends or carers that you give us permission to disclose your information to (you can change your mind at any time);
 - 6.1.3 the other parties involved in the Services (unless you tell us not to at any time by speaking to one of our staff on 0203 7000 163); and
 - 6.1.4 where you are the customer's representative, you.
- 6.2 Where the customer's family, friends, representatives or carers provide us with information about the customer, we will also treat this information as confidential in the same way as in clause 6.1.

- 6.3 We will need certain information from you that is necessary for us to provide the Services. We will request any information we require from you. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information, we may not be able to provide the Services. In this situation, we will not be liable to you for any delay or non-performance caused by your failure to provide necessary information we have asked for.
- 6.4 We will use the information you provide to us to:
- 6.4.1 provide the Services;
 - 6.4.2 process your payment for the Services; and
 - 6.4.3 conduct our own internal research with a view to improving the Services or developing new services. Where we conduct research, and decide to publish the results, your personal data will be anonymised or removed from any published material.
- 6.5 In providing the Services to you we will need to obtain and retain personal information about you (and the customer where you are the customer's representative) including medical records and other sensitive personal details. We will keep these records and your details secure and in accordance with our policies on data protection and retention. We will only keep your information as long as reasonable necessary to provide the Services and in order to comply with our legal and regulatory obligations. You can request copies of the information we hold about you in accordance with data protection and medical records legislation.
- 6.6 Unfortunately, the transmission of information via email is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted via email; any transmission is at your own risk. If you communicate with us via email we will assume that, unless you tell us otherwise, you are happy for us to communicate with you and send personal information to you via email.

7. VISITS TO YOUR HOME

Some of the Services will be provided at your home and you agree that we are permitted to enter your home and carry out the Services at the address specified in the Welcome Letter or otherwise provided to us.

8. OTHER PARTIES INVOLVED IN YOUR CARE

- 8.1 Family members, friends or carers are welcome, at the customer's consent, to sit in on appointments.
- 8.2 We use our best endeavours to maintain the highest possible standards and will instruct qualified clinicians to carry out the Services. As part of the Services, we may recommend that you obtain services from a third party (for example, an MRI scan provided by a third party). Except where we are liable under clause 4.5, we are not responsible for any act or omission of a third party.
- 8.3 We may subcontract to a third party the provision of part or all of the Services but we will remain liable for what the third party does as if we were providing the Services to you ourselves.

9. CONTACTING US OUT OF HOURS

We may, at our discretion, provide you with a telephone number to contact us out of hours. This is not an emergency number or a call out service. You agree that you will only use the number where doing so is fair and reasonable and where we decide in our

absolute discretion that you are not using it fairly and reasonably, we reserve the right to cancel this Agreement in accordance with clause 5.11.2.

10. SOME OTHER IMPORTANT TERMS

- 10.1 We may transfer our rights and obligations under these Customer Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Customer Terms.
- 10.2 This contract is between you (customer and representative, if applicable) and us. No other person shall have any rights to enforce any of its terms.
- 10.3 Each of the paragraphs of these Customer Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 10.4 If we fail to insist that you perform any of your obligations under these Customer Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 10.5 These Customer Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.
- 10.6 When we use the words "writing" or "written" in these Customer Terms, this will include e-mail unless we say otherwise.
- 10.7 We may revise these Customer Terms from time to time if we make changes to the way we accept payment from you or there are any changes in relevant laws and regulatory requirements. If we have to revise these Customer Terms for these reasons or for any administrative purpose, we will give you at least one month's written notice of any changes to these Customer Terms before they take effect. You can choose to cancel the agreement if the revised terms result in a material disadvantage to you.
- 10.8 If any of these Customer Terms conflict with any term of the Welcome Letter, these Customer Terms will take priority.
- 10.9 Where you contact us by email, please only do so using a reputable email account from a computer that has the necessary protections against viruses and other harmful software. We may need to block your emails if there is a risk that they will harm our systems or information.

11. PROBLEMS AND COMPLAINTS

- 11.1 We welcome feedback on all our services and if you or any of your friends, family or carers have any comments or suggestions please contact us using the details in clause 1.1. If you want to make a complaint about any of our services, then please speak to one of our staff on 0203 7000 163 or contact us using our dedicated complaints email address feedback@redandyellowcare.com. Without any cost to you, your complaint will be recorded, investigated fully and responded to within 15 days or as soon as reasonably practicable where the circumstances demand a quicker response. All we ask is that you:
 - 11.1.1 please contact us and give us all the details of your complaint as soon as reasonably possible; and
 - 11.1.2 please give us a reasonable opportunity to investigate the complaint and try to

fix any services you are not satisfied with.

- 11.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. In addition, you can obtain advice about your legal rights from the Care Quality Commission on 03000 616161. Nothing in these Customer Terms will affect these legal rights.

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