

Client - Taymount Clinic Legal Agreement:

OUR TERMS OF BUSINESS

YOUR ATTENTION IS SPECIFICALLY DRAWN TO CLAUSES 5 AND 12.

1 **Who are we?**

1.1 “We” are Taymount Limited (our UK company registration number 11925375). Our UK clinic address is Taymount House, Works Road, Letchworth, Hertfordshire SG6 1LB.

2 **Our agreement with you**

2.1 These terms of business are our agreement with you to undertake the procedures and provide any other goods and/or services referred to in the online application form you filled in or that have otherwise been agreed between us.

2.2 These terms form a legally binding relationship between us and you. As we base our business around these terms, we cannot accept any amendment to them unless it is agreed by us in writing. Please read these terms carefully and raise with us any questions you have about them before we start your treatment.

2.3 You acknowledge that:

(a) you are entering into this agreement on the basis of your own research and understanding.

(b) you have satisfied yourself that the Procedures are appropriate for you.

(c) you understand that the Procedures carry no guarantee of success.

(d) you have been advised to seek (and follow, if given) the advice of a medical practitioner before agreeing to the Procedures;

(e) if you are entering into this agreement on behalf of a someone aged between 16 and 18 you acknowledge

that: (i) you are bound by its terms(ii) the agreement is enforceable against you; (iii)you are responsible for the client complying with their obligations under this agreement; and (iv) you give consent to the treatment of that person; and

(f) the Taymount Clinic is not attempting to treat any specific illness, neurological or other condition and the function of FMT is primarily to change the gut flora composition.

3 **Important Definitions:**

3.1 In these terms we use various words and phrases, which you may not be familiar with. The meanings of these words and phrases are as follows:

Business Day means any day other than a Saturday, Sunday or Bank Holiday in the UK.

Consumables means all products supplied by us to you both before and after the Procedures.

Implants means those implants provided by us in clinic and any to you to be used at home.

Initial Procedure means the medical colon lavage and initial Fecal Microbiota Transplant.

Kits refers to the pack of single-use consumables supplied with a single implant treatment for use by clients in their own homes after completing their treatment program

Order Form means our application form for the Procedures completed by you.

Procedure Date means the date for the Initial Procedure specified in the Order Form.

Procedures means both the Initial Procedure and any Subsequent Procedures.

Subsequent Procedures means any further procedures of the Initial Procedure that we decide are necessary.

4 Our fees

- 4.1 We will always be open and transparent about our fees and these will be stated in the Order Form or agreed with you in advance. Together with our fees we also charge VAT where it is chargeable at the prevailing rate.
- 4.2 An initial deposit of £1,000 is payable by you to us in order to secure the Procedure Date. Please note that the deposit is non-refundable after 7 days from payment, subject to clauses 5.3 and 5.4
- 4.3 The balance of the price is payable in full at any time prior to two weeks before the First Procedure.
- 4.4 We may vary our rates and/or prices for Procedures from time to time. We will give you not less than 30 days' written notice of any such variations. Where a proposed increase is unacceptable to you, you may end your agreement with us by giving 20 days' written notice to us.
- 4.5 Procedures booked prior to the time we tell you about any price changes will be fulfilled at the original prices quoted.
- 4.6 Where any payment is not made in full by the due date, we have the right to cancel any Procedure until and unless payment is made in full and your non-refundable deposit shall be retained by us.

5 Cancellation

- 5.1 We hope that you will never have to cancel any Procedure but, if you do, you can find details of our cancellation charges below and you should read these carefully before you send notification of cancellation

6 Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- 6.1 As a consumer, you do have the right to change your mind about the Procedure and cancel the contract between us, providing that you are within the 14-

day cooling off period from the date when this agreement was entered into.

- 6.2 **If you are cancelling the contract within the 14-day cooling off period** and we have not started to provide our services, then you should notify us in writing that you wish to cancel the agreement. We shall refund your deposit to you.

- 6.3 If you are cancelling the contract within the 14-day cooling off period and we have started to provide some or all of our services, then we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind and wished to cancel. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

- 6.4 If you wish to terminate this agreement, once the 14-day cooling off period has ended, then cancellation fees will be payable as follows:

- 6.5 If you cancel more than four weeks prior to the Procedure Date, we will refund 100% of the full fee for the Procedure (less the non-refundable deposit) ("Full Fee") less a refund administration fee of £50

- 6.6 If you cancel less than 4 weeks but more than 3 weeks before the Procedure Date, then 25% of the Full Fee is payable.

- 6.7 If you cancel less than 3 weeks but more than 2 weeks before Procedure Date, then 50% of the Full Fee is payable.

- 6.8 If you cancel less than 2 weeks but more than 1 week before the Procedure Date, then 75% of the Full Fee is payable.

- 6.9 If you cancel less than 1 week before the Procedure Date Full payment will be payable.

- 6.10 If you choose to move your booking at least 4 weeks' notice must be given or else the above charges will apply and a further £1000 refundable deposit will be due. **You may only move your booking twice otherwise we shall**

- charge an additional £1000 administration fee for each time you request to rearrange your appointment.**
- 6.11 If we have to cancel a Procedure we will let you know as soon as reasonably possible and will arrange a new Procedure Date, at a time to suit you.

7 **The way in which we work**

- 7.1 We take the provision of our services seriously and will deliver them with reasonable skill and care and with courtesy.
- 7.2 We are, when delivering our services, reliant on the information that you give to us, and your cooperation. We cannot be responsible for any error or delay which results from incomplete or inaccurate information from you or from you not doing something which we need you to do.
- 7.3 From time to time, we may need to make changes to the Procedures and/or the other services we provide in order to comply with any law or safety requirements. If we need to do this and such change will be noticeable to you, we will notify you in advance.
- 7.4 We will provide you with guides on the use of any Consumables and/or Implants that we provide to you and be available during our normal office hours to answer any questions you may have about our services or the Consumables and/or Implants.

8 **What we need from you**

- 8.1 The price of our services and these terms are based on you working with us in a collaborative way which means you agree that:
- 8.2 You will provide us, on request, with complete, accurate and timely information that we need and cooperate with us in order to ensure the provision of our services in an uninterrupted manner and in accordance with any timetable we have agreed between us.

- 8.3 You will cooperate fully with us and follow our reasonable instructions both before and after any Procedure.

- 8.4 You will pay our fees and expenses on time and in full.

- 8.5 It is very important that the Consumables and/or Implants are used properly. In order to make sure this is the case you agree to:

(a) **only use the Consumables, Kits and/or Implants in accordance with our guidance;**

(b) **not use the implants for any oral application whatsoever;**

(c) **use the implant strictly in the method described in the kit user instructions via rectal catheter;**

(d) **only use a Consumable or Kit once and hygienically and safely dispose of any Consumable or Kit contents after its use;**

(e) **only use Consumables and Kits supplied by us when administering an Implant yourself;**

(f) **not provide any Implant to anybody else for any purpose;**

(g) **not to provide any implant to any third party for any purpose without written permission from Taymount Ltd (e.g. testing laboratories)**

- 8.6 We cannot be responsible for the consequences of any use of a Consumable, Kit and/or Implant, which is not in accordance with these conditions, and **if you have any questions about their use please raise them with us before you use them.**

- 8.7 It is important to us that we understand as much as possible about your health and you agree to inform us immediately if there is any significant change in your health or wellbeing and, in particular, if you become pregnant.

Please note that the Procedures and use of Implants is not recommended for pregnant women and you agree not to have the Procedure performed or use any Implant whilst pregnant.

9 Confidential information

9.1 Where either of us receives confidential information from the other we shall take such steps as we, in good faith, think fit to preserve the confidentiality of such information both during and after the provision of our services.

9.2 Neither of us will be prevented from disclosing confidential information which is or becomes public knowledge (unless of course it became public knowledge through a breach of these terms), which became known to us through a third party without any condition of confidentiality attached or which we are required to disclose by law, or which is disclosed to our professional advisors or any regulator.

9.3 **You agree not to take any photographs or video recording of our premises** nor record (whether in written or electronic format) any advice given by or any conversation with any of our employees without our prior written consent.

9.4 The provisions of confidentiality in this agreement shall remain in force for 20 years provided always that we will never release any health or wellbeing information that we have about you unless required to do so by law.

10 Intellectual property rights

10.1 Our intellectual property is very important to us and we have all copyright and other intellectual property rights in everything we have developed, designed or created in relation to our services. We reserve all rights in relation to these materials.

11 Publishing and Social Media

11.1 Any publicity, video logging (vlogging), weblogging (blogging) or reportage of any kind, that is intended for public consumption, through newspaper, magazine, periodical or online media must be submitted in advance to Taymount for discussion prior to publishing.

11.2 Client agrees that before publishing any information about the Taymount Clinic on any social media platform, they will offer such material to Taymount for comment and/or approval. Whilst it is appreciated that clients are at liberty to write their own experiences, Taymount would like the opportunity to discuss client's comments and critiques before they become public. If clients have any kind of disagreement or complaint about their treatment at the clinic, or the behaviour of any member of staff or representative of the clinic, it is agreed that client will request a meeting to consult Taymount Directors to address such issues and seek possible resolution, before posting any negative complaint or critical comments on social media.

11.3 Taymount Clinic also wishes to monitor any photographs connected with such publishing before they are released, in order to protect the image of the clinic and also the privacy of any other clients and our staff. Items such as car licence plates, or chance inclusion of passers-by, etc., can easily be overlooked by a casual photograph and yet lead to the violation of another client's confidentiality and privacy.

12 Behaviour of Clients

12.1 Please be aware that Taymount Clinic has a 'zero tolerance' policy regarding abuse of its staff.

12.2 Taymount Clinic expects its staff to be treated with respect. Abuse that is not acceptable includes (but is not limited to) physical violence, verbal abuse, rudeness and any form of discrimination, either racial, cultural or sexual and anti-social behaviour. Any client deemed not to be treating clinic staff with politeness and respect will be asked to leave the clinic and will have their treatment program terminated. No refund will be issued in these circumstances.

13 Our liability

13.1 Our fees are calculated on the basis of the following limitation of liability

- which will apply in relation to all provision of our services.
- 13.2 Our total liability to you for foreseeable losses (excluding a liability for personal injury, death or fraud where there will be no limit) in respect of any breach of contract, breach of duty, fault or negligence of otherwise out of or in connection with the services is limited to the total amount of the fees paid for those services in the 12 months prior to the relevant claim being made.
- 14 **Data Protection**
- 14.1 By engaging us to provide our services you agree that we can process personal data you provide to us for the purposes of providing the services and for our own accounting and administration services – Please see Privacy Notice.
- 15 **Ending our relationship**
- 15.1 Either one of us may terminate the agreement between us if the other party is in material breach of any of the terms which we have set out here. If the breach cannot be remedied then such termination can be given immediately but, if such a breach can be remedied, then the party in breach must be given 14 days to remedy such breach before the agreement can be terminated. All notices must be in writing and sent to the regular correspondence address of the party in breach and, in the case of communications to the Taymount Clinic, marked for the attention of a director or the contact who has been responsible for the engagement.
- 15.2 We may terminate the agreement if any fees owed to us remain unpaid for more than 10 days from their due date.
- 15.3 We may terminate our agreement with you if you are unable to pay your debts as they fall due; you provide any information to us which is inaccurate or withhold any information from us that, in our opinion, we need to know in order to provide our services, you die or if you become incapable of managing your own affairs.
- 15.4 *Please note that, in the event of termination, the deposit you have paid remains non-refundable and any cancellation charges (see above) will remain payable (if appropriate), subject to clauses 5.2 and 5.3 .*
- 16 **General provisions**
- 16.1 No person who is not a party to this engagement shall have any right to enforce any of its terms.
- 16.2 It may be necessary for us to assign, transfer or sub-contract some or any of our rights and/or obligations under the agreement between us and we shall have the right to do so.
- 16.3 If any of the terms detailed here are held to be invalid or unenforceable all of the other terms will continue with full force and effect.
- 16.4 If either of us decide to waive any right that they have under these terms such waiver will only be effective if it is in writing and only applies to the circumstances under which it is given.
- 16.5 The outcome of the treatment program cannot be predicted in advance or any favourable outcome guaranteed. No refunds are given if the outcome is not as expected or desired.
- 16.6 The engagement between us and the provision of our services shall be governed by the laws of England and Wales and any dispute between us or is subject to the exclusive jurisdiction of the English courts.
- 17 **Treatment of our staff and clients**
- 17.1 Human Rights of both clients and staff are respected and taken into account at all times and in all circumstances. Taymount Ltd reserves the right to refuse or terminate treatment if the safety and comfort of our staff is compromised by abusive or anti-social client behaviour.
- 18 **Email contact and Follow-up**
- 18.1 Please note that the therapist team cannot enter into discussions about individual cases by email. Continuing

contact and access to the team is available through our Past Client Consultations on the online-booking system; access to Past Client Consultation appointments is unrestricted, depending on availability.

18.2 We will contact you at 3- and 6-months post-treatment to assess your progress and receive feedback;

19 **CLIENT BEHAVIOUR:**

19.1 Please note that Taymount Clinic operates a zero-tolerance policy

towards inappropriate behaviour, abuse or otherwise threatening or aggressive behaviour, verbal or physical, towards our staff. Clients exhibiting such behaviour, may be asked to leave the clinic immediately without compensation and the matter may be referred to the police if appropriate.

For Taymount Ltd

Signature:

Name in Print:

Date:

For Client:

Signature:

Name in Print:

Relationship to Client, if signing

On behalf of client:

Date: