

# Membership Programme Terms

## PLEASE READ THESE TERMS CAREFULLY

### Who we are and what this agreement does

Reset Health Clinics Limited is a private limited company registered in England under company number 12111885 and have our registered office at 860-862 Garratt Lane, London, England, SW17 ONB. Our main trading address is 83 Baker Street, London, W1U 6AG.

Reset Health provides medically supervised Membership Programmes for people who have or are at higher risk of metabolic syndrome, and those with established complications of obesity, including T2DM. These Terms describe the basis upon which you may subscribe to our Membership Programme.

### The following terms may also apply to you:

- If you use the Reset Health App, the Reset Health App Terms and Conditions will apply to you;
- Our [Privacy Policy](#); and
- Our [Cookie Policy](#).

### Membership Programme Services

Reset Health is a metabolic membership programme designed for people living with obesity, T2DM and other metabolic syndrome complications. If you wish to become a member of the Membership Programme, you may complete a medical questionnaire via the Reset Health App, which will be assessed under the supervision of the Reset Health clinical staff. You will then be contacted by the Reset Health team and may be invited for a free, no-obligation pre-membership clinical assessment either in clinic or via video with a member of the Reset Health clinical team.

### Our Contract with You

If you are eligible to join our Membership Programme, upon attending a clinical consultation, you may subscribe to the Membership Programme and will be asked to confirm your acceptance to these Membership Programme Terms at which point a contract will come into existence between you and us.

### Eligibility

You will not be suitable to enter the Membership Programme if the Reset Health clinical team do not consider the Membership Programme to be clinically appropriate for you. The reasons for this may include if you:

- Those under 18.
- Pregnant or breast-feeding.
- History of a major adverse cardiovascular event within the past 6 months (acute coronary syndrome (ACS), percutaneous coronary intervention, coronary artery bypass graft surgery, hospitalisation for congestive heart

failure, stroke/transient ischemic attack (TIA).

- Uncontrolled arrhythmia (i.e., rate-controlled atrial fibrillation/atrial flutter are not exclusion criteria).
- History of thyroid disease requiring high dose titration of thyroid replacement medication(s) within the past 3 months (i.e., hypo-thyroidism on a stable dose of thyroid replacement therapy is not an exclusion).
- History of malignancy undergoing active treatment, except non-melanoma skin cancer.
- Known history of type I diabetes,
- History of an eating disorder (bulimia, anorexia, other similarly serious diagnosis).
- History of cirrhosis.
- History of stage 4 or 5 chronic kidney disease or requiring dialysis.
- Uncontrolled psychiatric disorder (including a history of hospitalisation for psychiatric illness).
- Suicidal ideation.

## Membership Plans

We offer the following Membership plans:

	Best Value	Most Flexible	Premium
Charges per month	£30	£30	£100
Joining Fee	-	£100	
Term <b>(Automatic Renewal)</b>	12 months	12 months – cancel anytime	12 months
Services included	A monthly personal medical consultation	A monthly personal medical consultation	Fully inclusive point of care blood tests at Reset Health Clinic as recommended by a Reset Health clinician
	Individual Treatment Plan	Individual Treatment Plan	On call doctor during our Support Hours
	Advice, Coaching and Support during Support Hours	Advice, Coaching and Support during Support Hours	Individual Treatment Plan
	Monthly Video Calls on an appointment basis	Monthly Video Calls on an appointment basis	Advice, Coaching and Support
			Premium Booking for appointments
			Your nurse or doctor available via video as required by appointment during Support Hours
	Regular Feedback by Email and Telephone	Regular Feedback by Email and Telephone	Regular Feedback by Email and Telephone
	Weekly email update	Weekly email update	Weekly email update
Earn Mindset points for an Amazon Voucher	Earn Mindset points for an Amazon Voucher	Earn Mindset points for an Amazon Voucher	

The Membership Plan information will be delivered to you via in person or video consultations, our App and email. For further information on each of the services, including our support hours please see our Membership Programme Information Pack.

## Charges

Please note that the use of our App is free and there is no subscription charge for the use of the information generally available on the App. The Charges relate solely to the provision of the medical Membership Programme which cannot be purchased via the App.

We accept payment with all major credit and debit cards and accept payment of fees in monthly instalments. Once you have joined our Membership Programme, payment is made by setting up a continuous payment authority. This may be set up:

- in person in the Reset Health Clinic;
- by following instructions provided to you by email from Reset Health; or
- by telephone by calling 0208 191 8100.

By providing your credit or debit card details, you agree that Reset Health is authorised to take payments from your account on a monthly basis for the Term as described in your Membership Plan above without seeking authorisation from you again.

#### Term of the Membership Plan

The Term of the Membership Plan is twelve months (Initial Term) and the Membership Plan will automatically renew for further periods of twelve months (Renewal Term) unless you email us at least 30 days prior to the expiry of the Initial Term or Renewal Term as may be applicable and notify us that you do not wish your Membership Plan to renew. If you provide such notice your Membership Plan shall end at the end of the Initial Term or the Renewal Term. You will receive a reminder by email of the automatic renewal of your membership in advance of the notice period.

#### Information

We may need certain information from you so that we can supply the Membership Programme to you, for example, there is questionnaire which must be completed via the App prior to attending a consultation with our clinical staff. If any further information is required, we will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see "Cancelling Your Membership Plan"). We will not be responsible for supplying the Membership Programme late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

## Cancelling Your Membership Plan

### **Flex Plan Cancellation.**

If you subscribe to the "Most Flexible Plan" you may cancel at any time by emailing enquiries@resethealth.clinic. Please note that your cancellation will take effect 5 days after the day on which you notify us ("Cancellation Date") and payments will stop being taken from the Cancellation Date.

### **Your Right to Cancel**

You may cancel your contract at the end of the Initial Term or the Renewal Term by serving notice as detailed in the section, "Term of the Membership Plan".

If you are ending a contract for a reason set out below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

- we have told you about an upcoming significant change to the Membership Programme or these terms which you do not agree to;
- we have told you about an error in the price or description of the Membership Programme you have subscribed to and you do not wish to proceed;
- there is a risk that supply of the Membership Programme may be significantly delayed because of events outside our control;
- we have suspended supply of the Membership Programme for technical reasons, or notify you we are going to suspend it for technical reasons, in each case for a reasonable period; or
- you have a legal right to end the contract because of something we have done wrong.

Under certain circumstances you may end the contract with us or have the service re-performed or to get some or all of your money back if the Membership Programme is faulty or has been misdescribed (see, "If There is a Membership Programme Problem").

If you change your mind, you have the right to cancel the Membership Programme within 14 days of the start of the contract and to receive a refund. Please note that you do not have the right to change your mind in respect of:

- digital services after you have started to download or stream these;
- services, once these have been completed, even if the cancellation period is still running;
- products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
- any products which become mixed inseparably with other items after their delivery.

### How to End the Contract with Us

To end the contract with us, please let us know by doing one of the following:

- Phone or email. Call customer services on 0208 191 8100 or email us at [enquiries@resethealth.clinic](mailto:enquiries@resethealth.clinic). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- By Post. Simply write to us at Membership Enquiries, Reset Health Clinics, 83 Baker Street, London, W1U 6AG, including details of what you bought, when you ordered or received it and your name and address.

If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the Membership Programme for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

All refunds due to you will be made as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

### Our Rights to End the Contract

We may end the contract if you break it. We may end the contract at any time by writing to you if:

- you do not make any payment to us when it is due and you still do not make payment within 28 days of us reminding you that payment is due;
- you do not, within a reasonable time of us asking for it, provide us with correct information that is necessary for us to provide the Membership Programme, for example, information that may be required prior to our following your clinical consultation; or
- you break a material term of our agreement with you.

You must compensate us if you break the contract. If we end the contract in the situations set out above early cancellation charges will apply.

We may withdraw the Membership Programme. We may write to you to let you know that we are going to stop providing the Membership Programme. We will let you know within a reasonable period in advance of our stopping the supply of the Membership Programme and will refund any sums you have paid in advance for the Membership Programme which will not be provided.

### If there is a Problem with the Membership Programme

If you have any questions or complaints about the Membership Programme, please contact us. You can telephone our customer service team at 0208 191 8100 or write to us at [enquiries@resethealth.clinic](mailto:enquiries@resethealth.clinic) or FAO Membership Enquiries, Reset Health Clinics, 83 Baker Street, London, W1U 6AG.

### Early Cancellation

If you wish to cancel your contract and you do not have a right to cancel as described under "Cancelling Your Membership Plan", you may tell us by emailing enquiries@resethealth.clinic. We may contact you to request further information regarding your cancellation request to understand and assess your specific circumstances.

Please note that unless you have the right to cancel as described under "Cancelling Your Membership Plan", a remaining contract charge may apply at our discretion. The remaining contract charge is calculated by adding together your outstanding monthly charges for the remainder of the term of your contract (the Initial Term or Renewal Term) as applicable and deducting any costs we save including with respect to not providing the services to you under the Membership Programme.

### Limitations of the Membership Programme

The Reset Health Membership Programme offers suitable candidates a personalised programme for addressing type 2 diabetes and obesity. The Membership Programme should not be used or relied upon to screen other medical conditions and should never be used to replace consultation with or treatment from your doctor for any other medical issues.

The Reset Health Membership Programme is guided by a clinical team of healthcare professionals including nurses, dieticians, psychologists and physicians and is individualised to each participant and should not be shared for use by any other person. The benefits of joining the Membership Programme may vary between individuals and Reset Health does not make any guarantees regarding the outcome of joining the Reset Health Membership Programme. The Reset Health Membership Programme is provided to participants on a supervised basis. It is not appropriate and Reset Health do not permit you to continue to rely on, or use the information received after your Reset Health Membership Programme has ended.

### Our responsibility for Loss or Damage Suffered by You

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are 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 contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights.

We are not liable for business losses. We only provide the Membership Programme for domestic and private use. If you use the programme for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### How we May use Your Personal Information

We will collect and process your personal information in accordance with our [Privacy Policy](#).

### We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### You need our consent to transfer your rights to someone else

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

### No rights for third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these 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.

### Even if we delay in enforcing this contract, we can still enforce it later

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### The laws that apply to this contract and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### Alternative dispute resolution

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to London Arbitration Centre via their website at [www.londonarbitrationcentre.com](http://www.londonarbitrationcentre.com). London Arbitration Centre will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.