

Contract for the Provision of Residential Rehab and Associated Services

This is a contract made between you, the client (if different) and us for the provision of rehabilitation services by us to the client to be provided from our premises at TLC Rehab.

I confirm and understand that the payment made by credit card/debit card/bank transfer is non-refundable under any circumstances. I understand that treatment begins immediately at arrival to TLC Rehab and in the event that any part of the treatment period which has been paid for is not used as a result of leaving the service for whatever reason before the end of the planned period that has been paid for, I fully understand that this proportion and/or any payment made is non- refundable. Should I leave treatment early with more than 7 days remaining of the original treatment period, a treatment credit shall be issued of the remaining days owed. This credit can be used at a later date, no later than 1 year of the original admission date and subject to a re-admission fee. Once this credit has been used, I understand that should I exit treatment again, there shall be no further re-admissions under the original agreement, and I understand that at this point there is no recourse for a refund of monies paid.

This contract for the provision of services includes and incorporates our standard terms and conditions, and in signing this contract both you and (if different) the client, confirm that you have read and understood these terms and conditions and agree to be bound by them.

Client: Please tick to confirm that you agree to be bound by the terms of this contract.

Terms:

1. Interpretation

1.1. In these Conditions:

1.1.1. "charges" means our charges for the provision of the services which are detailed in the contract documentation;

1.1.2. "client" means the client whose details are set out on the signed front page of the contract documentation.

1.1.3. "contract" means the contract for the provision of the services entered into between you us and the client evidenced by the signed contract documentation into which these terms and conditions are incorporated;

1.1.4. "contract documentation" means the document signed by you evidencing the contract

1.1.5. "deposit" means the sum paid in accordance with these terms and conditions;

1.1.6. "service" means the provision of rehabilitation services by us for the client at our premises as stated on the contract documentation and in accordance with these terms and conditions;

1.1.7. "service period" means the length of the treatment program as stated on the contract documentation;

1.1.8. "us", "our", "we" means Apex Wellness Solutions, Trading as TLC Rehab (company registration number 15238360) whose registered office is at 124 City Road, London, EC1V 2NX;

1.1.9. "terms and conditions" means these terms and conditions including the treatment contract;

1.1.10. "treatment" means the treatment that we provide to the client which shall form part of the services;

1.1.11. "treatment contract" means our standard form of treatment contract which the client must enter into with us;

1.1.12. "you" and "your" means the person other than us and the client named on the contract and in the absence of any such named person it shall mean the client;

1.2. The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

1.3. In these terms and conditions references to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of the contract) from time to time and shall include references to any provisions of which they are re-enactments (whether with or without modification).

1.4 Words expressed in any gender shall where the context so requires or permits include any other gender.

1.5 Words expressed in the singular shall where the context so requires or permits include the plural.

1.6 Where any party is more than one person:

1.6.1 that party's obligation in the contract shall take effect as joint and several obligations,

1.6.2 anything in the contract which applies to that party shall apply to all of those persons collectively and each of them separately, and

1.6.3 benefits contained within the contract in favour of that party shall take effect as conferred in favour of all those persons collectively and each of them separately.

1.7 References in the contract to anything which any party is required to do or not to do shall include his acts, defaults and admissions, whether:

1.7.1 direct or indirect,

1.7.2 on his own account, or

1.7.3 for or through any other person, and

1.7.4 those which he permits or suffers to be done or not done by any other person.

1.8 The obligations and restrictions imposed by the contract are in addition to and not in substitution for the obligations and restrictions imposed or implied by law.

2. Supply of the Service

2.1. We shall provide the treatment being drug and/or alcohol rehabilitation services (as appropriate) to the client from our premises as specified on the contract documentation subject to these terms and conditions.

2.2. *The services shall include all therapy sessions, medical appointments and accommodation during the service period although it is also agreed that we have the right to make a housing benefit claim on your behalf with the local authority and that all payments be made direct to us.*

2.3. *Accommodation shall be provided by us to the client in accordance with the treatment contract.*

2.4. *We may at any time without notifying you or the client make any changes to the content of the services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the services.*

2.5. *We do not guarantee successful rehabilitation of the client in any circumstances.*

2.6. *We may, without notice to you or to the client, appoint any third party to provide the Services pursuant to this Treatment Contract on our behalf.*

3. Charges

3.1. *Our charges are as set out on the contract documentation.*

3.2. *Our charges must be paid in full upon the client's admission to our premises.*

3.3. *Any deposit paid prior to signing the contract documentation shall be deducted from the 'total costs' figure provided for in the contract documentation.*

3.4. *If you book a place for the client and pay a deposit prior to the client's arrival at our premises then this shall be accepted by us on the basis of these terms and conditions.*

3.5. *All payments are non-refundable.*

3.6. *Our charges must be settled in cleared funds by way of cash, credit card or immediate bank transfer payment.*

3.7. *Interest shall be payable in respect of all monies that remain outstanding to us in breach of these terms and conditions at a rate of 8% above the base rate for the time being of Barclays Bank Plc or the base rate of such other clearing bank as we shall nominate from time to time.*

4. Formation of the contract between you and us

4.1. *If you are not the client you agree that you have entered into this agreement in consideration of the love and affection that you have for the client and that you wish to see the client rehabilitated from his alcohol or drug addiction.*

4.2. *The client agrees that he has entered into this contract in consideration of the payment of our charges whether by the client or otherwise and through the client's commitment to complete the program of services that we shall suggest and provide.*

5. Client's obligations

5.1. *The client agrees with us:*

5.1.1. *to enter into the treatment contract and to abide by the provisions contained therein;*

5.1.2. to sign and abide by the medication agreement in such form as we shall from time to time require authorising us to hold any prescribed medication on the client's behalf and that we may withhold such medication at any time including if the client should discharge himself from the treatment program if we in our sole discretion consider that for whatever reason it is inappropriate for such medication to be provided to the client;

5.1.3. to sign a release of information agreement in such form as we shall from time to time require authorising us to disclose to any third party where we consider it is necessary and appropriate to do so any information regarding the client's treatment by us and/or any medical history or information that we have obtained concerning the client;

5.1.4. to assist and co-operate with any medical or other examination as we and/or our suitably qualified doctors should consider necessary and appropriate during the service period;

5.1.5. to assist us and to provide us with any other information or documentation that we in our sole discretion consider necessary or appropriate in connection with the treatment and/or the client's accommodation;

5.2. If the client fails to enter into the treatment contract and any other document as we shall reasonably require we may at our discretion terminate this contract and discharge the client from our premises.

6. Discharge

6.1. The client shall be at liberty to discharge himself from treatment at any time. If the client wishes to discharge himself then he shall be required to complete and sign a discharge form.

6.2. At the end of the service period we shall discharge the client from the treatment and our premises and we shall complete a discharge form which the client shall also sign unless the service period is being extended in accordance with the provisions of clause 9.

6.3. We may discharge the client from the treatment and our premises at any time if the client or you commit any material breach of the contract (including for the avoidance of doubt the treatment contract).

6.4. Upon the client being discharged in accordance with this clause 6 he shall immediately vacate the accommodation in accordance with the terms of the treatment contract and he shall not thereafter attend at any of our premises.

6.5. For the avoidance of doubt neither you nor the client shall be entitled to the return of any monies paid to us if the client is discharged in accordance with this clause 6 before the end of the service period or otherwise.

7. Liabilities

7.1. Except in respect of death or personal injury caused by our negligence, or as expressly provided by these terms and conditions, so far as is permitted by law we shall not be liable to either you or the client by reason of any representation (unless fraudulent), or under the express terms of the contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of us, our servants or agents or otherwise) which arise out of or in connection with the provision of the services (including any delay in providing or failure to provide the services), and our entire liability under or in connection with the contract shall not exceed the amount of our charges for the provision of the services, except as expressly provided in these terms and conditions.

7.2. You and the client accept and acknowledge that we do not provide a facility whereby clients are fully detained at all times. As such clients are able to leave the premises to attend local meetings and activities, and as such we only have limited control over the client's actions and those actions of both the public, and other persons who are receiving treatment at our premises and we therefore cannot accept responsibility for any injury or death of the client (except any injury or death caused by our negligence).

7.3. You and the client agree to jointly and severally indemnify us for any loss or damage that we suffer as a result of the client's breach of any provision contained within the contract (including for the avoidance of doubt the treatment contract) and upon providing you with details in writing ('the Notice of Damage') of the loss or damage that we have suffered including the monetary value of such loss or damage you agree to pay to us such sum by way of liquidated damages unless you shall notify us in writing ('Objection Notice') within seven days of our Notice of Damage the reasons why you object to our claim.

7.4. If you serve upon us an Objection Notice in accordance with the provisions of clause 7.3 and we cannot within seven days of our receipt of your Objection Notice agree with you the sum payable then we shall instruct an appropriate professional to act as an expert and not an arbitrator to determine the fair and reasonable sum payable to us pursuant to clause 7.3.

7.5. The appropriate professional provided for in clause 7.4 shall be appointed by us at our sole discretion and shall in relation to loss or damage concerning physical damage to property or chattels be a member or fellow of the Royal Institute of Chartered Surveyors and in relation to other monetary loss shall be a member or fellow of the Institute of Chartered Accountants. The costs of such appointment and determination by such appropriate professional shall be at the discretion of the appropriate professional.

8. Continuing Authority

8.1. You authorise us by providing your credit card details and by signing the contract documentation to process any payment that is due to us pursuant to any provision of the contract including without prejudice to the generality of the foregoing any sum that we have notified to you by way of a Notice of Damage provided that if you have served an Objection Notice in accordance with clause 7.3 we shall only process payment of such sum as shall have been determined by the appropriate professional together with such of the appropriate professional's costs that you have been directed to pay in accordance with clauses 7.5 and 7.6.

9. Extension of the service period

9.1. If at the end of the service period and/or should the service period end early due to a breach of the treatment contract and we agree with you for the client to continue to receive treatment from any of our centres then in respect of the provision of our services during such extension of the service period you and the client shall (in default of any contrary written agreement between us) be deemed to have entered into a new contract with us on the same terms as provided in these terms and conditions save that the length of the extended service period shall be such period as we shall agree with you and our charges shall be agreed and stipulated in these terms and conditions.

9.2. If at any time the service period is extended in accordance with the provisions of clause 9.1 the client shall be deemed to agree that the terms of the treatment contract shall continue to apply for the length of any extended service period.

10. Waiver

10.1. No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

11. Entire Agreement

11.1. This contract together with the treatment contract expresses the entire agreement between you, the client and us and supersedes any negotiations or prior agreements on its subject matter.

12. Assignment

12.1. You shall not be permitted to assign your rights and/or obligations pursuant to this contract without our specific written agreement.

13. Severability

13.1. *If any provision of these terms is held by any Court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.*

14. Third Party Rights

14.1. *Save as expressly stated within this contract the parties to this contract do not intend that any term of it shall be enforceable by a third party as defined in the Contracts (Rights of Third Parties) Act 1999 under the provisions of that Act.*

15. Notices

15.1. *Any notice given under this Agreement shall be in writing and may be served*

15.1.1. *personally,*

15.1.2. *by registered or recorded delivery mail,*

15.1.3. *by facsimile transmission (confirmed by post), or*

15.1.4. *by any other means which any party specified by notice to the others.*

15.2. *The client's and your addresses for service of notice shall be the addresses mentioned in this contract or such other address as he specifies by notice to the others. Our address for service of notice shall be TLC Rehab, 81 Torrington Park, London, N12 9PN, or such other address as we specify by notice to the others.*

15.3. *Notices shall be deemed to have been served:*

15.3.1. *if it was served in person, at the time of service,*

15.3.2. *if it was served by post, 48 hours after it was posted, and*

15.3.3. *if it was served by facsimile transmission, at the time of transmission.* 16. *Governing Law and Jurisdiction* 16.1. *English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.*