

## MEMBERSHIP TERMS & CONDITIONS

### 1. ABOUT THE AGREEMENT

1.1 References to 'you', 'your' and 'yours' are references to the individual completing the membership application form and entering into the Agreement.

1.2 References to 'we', 'us' and 'our' are references to Align Limited, a Jersey private company incorporated in Jersey with registration number 109930 trading as Align Health Agency, whose place of business is Suite 2.8 Lido Medical Centre, St Saviour, St Helier, JE2 7LA (the "Facility").

1.3 It is in our sole and absolute discretion to accept your membership application.

1.4 The "Agreement" means the agreement entered into between you and us in relation to the provision of Services, which incorporates the membership application form, these Terms and Conditions, and the interest free loan agreement (where applicable).

#### **Align**

Align means us trading as Align Health Agency. The "Align Rules" mean the operational rules procedures and guidelines applicable to all Members. These are available on our website, [www.align.je](http://www.align.je) (the "Website").

#### **Fees**

The "Subscription Fee" means the membership fee for the Membership Term, payable by you either in full in advance or monthly in advance by direct debit.

#### **Packages**

The "Packages" refer to the Bronze, Silver, Gold, Couples & Extended monthly memberships you select on the application form. Each Package has its own terms and conditions, which are outlined in the Agreement.

#### **Members**

A "Direct Debit Member" is a member who pays the Subscription Fee in advance by monthly direct debit.

A "Prepaid Member" is a member who pays the Subscription Fee in full in advance for the whole Membership Term.

#### **Services**

The "Services" mean the services/treatments provided by Align to the Members.



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### 2. MEMBERSHIP DURATION

2.1 The “**Membership Term**” is the period of months specified on the membership application form, in the case of Prepaid Members, commencing on the day following receipt of the Subscription Fee, or in the case of Direct Debit Members, the first payment towards the Subscription Fee.

2.2 If you are a Prepaid Member, unless your membership has been brought to an end early in accordance with the Agreement, we will write to you giving you not less than four weeks’ notice of the expiry of the Membership Term and offering you the opportunity to renew your membership with us. Our letter to you will indicate the new Subscription Fee payable for the new Membership Term and any other revised terms of these Terms and Conditions (if applicable).

2.3 If you are a Direct Debit Member, unless your membership has been brought to an end early in accordance with the Agreement, the Agreement will continue after the expiry of the Membership Term unless and until you terminate the Agreement by giving us notice in writing of not less than **30 days**, not to take effect prior to expiry of the Membership Term. If you fail to terminate in accordance with this clause, the Agreement will continue on a one month rolling basis. If you wish to terminate the Agreement, it is also your responsibility to instruct your bank to stop the direct debit payments at the end of the Membership Term.

2.4 If within 14 days of the commencement of the Membership Term you wish to terminate the Agreement you must notify us in writing within that 14 day period, in which case we will agree to terminate the Agreement and refund you the paid Subscription Fee, less a proportionate amount for the days you have been a Member (as at the date of receipt of the notice and up to a maximum of 14 days) and an early cancellation administrative charge of £30.

### 3. FEES

3.1 We have the right to review and increase the Subscription Fee at any time.

3.1.1 If you are a Prepaid Member the review of the Subscription Fee will not affect you during the Membership Term.

3.1.2 If you are a Direct Debit Member, we will give you 30 days’ written notice of the review of the Subscription Fee and the revised monthly payments. If the review results in an increase of the Subscription Fee, then you may terminate the Agreement with effect from the date of the proposed increase by writing to us at least seven days before the date of the increase. This will not affect your liability to pay the Subscription Fee due up until the new annual review date.

### 4. PACKAGES

Subject to clause 5, we offer the following Packages:

4.1 **Bronze Package** consists of one treatment per month (Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, Movement Therapy, Personal Training, Reiki, Hot Stones, Reflexology and Functional Medicine Health Coach. Missed treatments or treatments not utilised cannot be carried over to the next month.



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4.2 **Silver Package** consists of two treatments per month (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, Movement Therapy, Personal Training, Reik, Hot Stones, Reflexology and Functional Medicine Health Coach. We also offer a 5% discount on any additional treatment (which can only be used against the Services). Missed treatments or treatments not utilised cannot be carried over to the next month.

4.3 **Gold Package** consists of four treatments per month (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, Movement Therapy, Personal Training, Reiki, Hot Stones, Reflexology and Functional Medicine Health Coach. We also offer (1) a 10% discount on any additional treatment (which can only be used against the Services) and (2) three free of charge guest treatment vouchers per annum up to the value of £50 each, which can only be used against the Services. Missed treatments or treatments not utilised cannot be carried over to the next month.

4.4 **Couples Package** consists of four treatments per month allocated to a *registered couple* (including but not limited to Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage, Movement Therapy, Personal Training, Reiki, Hot Stones Reflexology and Functional Medicine Health Coach. We offer (1) 15% discount on any additional treatment (which can only be used against the Services) and (2) three free of charge guest treatment vouchers per annum up to the value of £50 each, which can only be used against the Services. Missed treatments or treatments not utilised cannot be carried over to the next month. For the avoidance of any doubt, no changes are allowed in respect of the composition of the *registered couple*.

4.5 Extended Package consists of two treatments per month (including but not limited to extended Chiropractic, Dry Needling (Medical Acupuncture), Sports & Remedial Massage Full Body, Movement Therapy, Personal Training for 2 people, Reiki, Hot Stones extended, Reflexology extended and Functional Medicine Health Coach. We offer (1) 10% discount on any additional treatment (which can only be used against the Services) Missed treatments or treatments not utilised cannot be carried over to the next month. For the avoidance of any doubt.

### 5. EXCLUSIONS

5.1 If it is your first appointment with a chiropractor at Align you will require (1) a *full examination* session and (2) a *report of finding* session. In this instance you must either use two treatments from your monthly allowance of the Package for each of these appointments (two treatments against the *full examination* session & two treatments against the *report of findings* session) or pay for these appointments separately, unless you are on our Extended membership.

5.2 If an appointment is £75 or above this requires you to use one session from your monthly allowance of the package plus an additional fee of £15 (to be settled following each consultation) This doesn't apply if you are on an Extended membership.

5.3 All 12 Week programs and Join the Dots programmes are excluded from the Packages and individual charges are carried for these separately. The price list is available upon request at the Facility.

### 6. YOUR OBLIGATIONS

6.1 to pay the Subscription Fee and other applicable charges/fees;



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6.2 to comply with Align Rules;

6.3 to observe and conform to all health and safety rules and guidance displayed at the Facility and on our Website; and

6.4 to make sure that your guests (1) are fully aware of these Terms and Conditions and any rules referred to in clause 6.3 and (2) comply with them.

### 7. TERMINATION BY EITHER PARTY WITHOUT CAUSE

7.1 If you wish to terminate the Agreement prior to the end of the Membership Term other than in accordance with clauses 2.4, 3.1.2, 8.1, 8.2, and/or 9, the following will apply:

7.1.1 If you are a Prepaid Member, we will not make a refund of the Subscription Fee or any part of it;

7.1.2 if you are a Direct Debit Member, you will remain liable to us for the full annual Subscription Fee, even if you have cancelled your direct debit.

7.2 In addition to our termination rights under clause 8.1 below, if it becomes impractical for us to continue to provide the Services, we may terminate the Agreement on 30 days' written notice.

For example, we may take the decision to close Align permanently.

7.3 If we terminate the Agreement pursuant to section 7.2 and you are a Prepaid Member, you will be entitled to a proportionate amount of the Subscription Fee for the unexpired duration ("**Prepaid Member Refund**"). If you are a Direct Debit Member no further payment will be due from the date of termination and you will be entitled to a proportionate amount of monthly direct debit payment in respect of the month of termination ("**Direct Debit Member Refund**"), where applicable.

### 8. TERMINATION BY EITHER PARTY FOR BREACH

8.1 We may terminate the Agreement:

8.1.1 on 30 days' written notice if any unpaid fees or charges remain unpaid for 30 days or more; or

8.1.2 immediately at our sole and absolute discretion if you are in material breach of the Agreement and/or the Align Rules or commit repeated minor breaches. If we do terminate the Agreement for any of these reasons you shall not be entitled to any repayment of the Subscription Fee. If you are a Direct Debit Member, you will remain liable, in accordance with the existing terms, for the full amount of the Subscription Fee to the end of the initial Membership Term, even if you cancel your direct debit.

8.2 You may terminate your Membership by giving us 30 days' notice in writing if:

8.2.1 we significantly reduce the Services or close the Facility for refurbishment, for a period of more than eight weeks at a time. We will use our reasonable endeavours to give you at least 30 days' notice of the change (either in writing or by displaying a sign at the Facility); or



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8.2.2 we vary the terms of the Terms and Conditions in accordance with Section 14.1, and you can demonstrate to our reasonable satisfaction that the changes are materially prejudicial to you.

8.3. sub-clause 8.2.2 does not apply if the variation has been imposed on us by legislation, government or local authority regulation or regulation of any other competent body.

8.4 Subject to clause 8.5, if you terminate your Membership pursuant to Section 8.2 and are a Prepaid Member, you will be entitled to a Prepaid Member Refund. If you are a Direct Debit Member no further payment will be due from the date of termination and you will be entitled to a Direct Debit Member Refund, where applicable.

8.5 If you fail to provide us with a 30 days' notice, you will be liable for a late notice administration charge of £100.

### 9. TERMINATION OR TRANSFER BY YOU DUE TO CHANGE OF CIRCUMSTANCE

9.1 If you are unable to use the Services due to redundancy, relocation or being diagnosed with a medical condition that prevents your use of any Services (your "**Change of Circumstances**"), and you can provide reasonable evidence (as detailed in clause 9.2 below) of your Change of Circumstances, you may, on 30 days' notice, terminate the Agreement or, subject to clause 9.4, transfer your membership.

9.2 The following will be considered as reasonable evidence of your Change of Circumstance: letter from your employer for redundancy, proof of new address for relocation, and a doctor's letter for a medical condition advising why you cannot use any of the Services.

9.3 Subject to clause 8.5:

9.3.1 if you terminate your Membership because of your Change of Circumstances and are a Prepaid Member, you will be entitled to a Prepaid Member Refund;

9.3.2 if you are a Direct Debit Member, no further payment will be due from the date of termination and you will be entitled to a Direct Debit Member Refund, where applicable.

9.4 If you transfer your membership to another person (the "**Substitute Member**") for the remainder of the Membership Term; provided that the Substitute Member agrees in writing to be bound by the Agreement and, if you are a Direct Debit Member, agrees to continue to pay the Subscription Fee by direct debit, you will not be liable for any further payment, except an administration charge of £30 for the transfer of your membership.

### 10. MEMBERSHIP SUSPENSION

10.1 Provided that all fees have been paid and up to date, you have the right to suspend your membership for a minimum of 2 months and a maximum of 6 months in any one year. You may do this by writing to us giving no less than 30 days' notice of the date upon which you wish your membership to be suspended. The period of suspension must be for whole months only, and not for any lesser period.

10.2 The Membership Term will be extended by the period of suspension.

10.3 In all cases, a monthly suspension fee of £30 will be payable to cover our additional administrative costs.



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### 11. ALIGN REPAIRS AND MAINTENANCE

We reserve the right to close the Facility fully for up to 14 days in any one calendar year for the purposes of carrying out repairs, refurbishments and maintenance, whether routine or extraordinary in nature. If the Facility is fully closed for these reasons for more than 14 days within a calendar year but for less than 8 weeks at a time (when sub-clause 8.2.1 may apply), we will refund you a proportionate amount of the Subscription Fee for the closure period in excess of 14 days.

### 12. CORPORATE MEMBERSHIPS

Corporate membership rates are available for businesses introducing six or more members. This may include three employees and their family members or partners.

### 13. LIABILITY

To the extent permitted by law, we and our employees, officers, consultants, representatives and agents will not be liable in any way for the loss of, or damage to, or theft of property of Members or guests or for personal injury to, or death of, any member or guest, except to the extent that such loss, damage or personal injury or death arises from our gross negligence or default.

### 14. VARIATION OF TERMS

We reserve the right to vary these Terms and Conditions, including Align Rules at any time, to reflect changes in connection with our management and operation. Unless changes are due for health and safety reasons or essential to safeguard our interests, we will use reasonable efforts to give you 14 days' notice before any change takes effect by displaying an appropriate notice at the Facility.

### 15. PERSONAL INFORMATION

15.1 We use the personal information (including credit/debit card details) you provide to us in deciding whether to accept your membership application. That information, and any other personal information you provide to us, is collected and processed by us so that we can provide you with our services and handle your requests, we do not to pass onto third parties.

15.2 You are required to nominate a credit or debit card as an alternative method of payment, which you agree we may use, should the primary payment method fail for any reason. The bank account for your alternative method of payment should differ to that of your primary payment method. Your signature on the credit or debit card mandate will authorise us to debit the account with the total amount due.

15.3 We also collect use and process your personal information (other than your credit/debit card details) to monitor and analyse our business, and for marketing and communication purposes in connection with our products and services, subject to your consent. Without prejudice to clause 16.1, communication with you may also be text message. Please read our **privacy policy** to learn more on how we protect and manage your personal data.

15.4 You have the right to ask for a copy of the information we hold on you and to have any inaccuracies corrected to us, by writing to Align for a fee of £15 to cover administration cost.



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### 16. GENERAL

16.1 Any communication to be made under or in connection with the Agreement shall be made in writing and, unless otherwise stated, may be made by e-mail or letter.

16.2 We may transfer any of our rights and liabilities under the Agreement. We will notify you of any such transfer.

16.3 You must write to inform us of any change in the personal details you have provided to us. If you fail to notify us of a change of address, any communications will be deemed to have been received by you five days after posting by us.

16.4 The Agreement is governed in accordance with the laws of Jersey. The parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Jersey for the purpose of hearing and determining any dispute arising out of the Agreement.

**I hereby irrevocably and unconditionally agree to the above terms and conditions,**

**Agreed Term: 12 calendar months (rolling)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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