



## TERMS AND CONDITIONS

### **Intuition Communication Limited**

A Company registered in England and Wales under company number 04858023 and whose registered office is at 3 Churchgates, Wilderness, Berkhamsted, Hertfordshire, HP4 2UB. VAT number: 827 2935 09

Intuition Communication Limited ('ICL') provides providers of healthcare services with an opportunity to promote themselves and their services on the internet, through ICL's Treatment Abroad, Self Help UK, Harley Street Guide, OHS Directory, Private Healthcare UK and other Intuition owned and operated websites ('Websites').

Healthcare companies, healthcare services, doctors, dentists, clinics and hospital facilities can contribute to the Websites in the following ways:

- By purchasing a Listing in one of the searchable databases;
- By purchasing a Featured Provider Page within ICL's pages;
- By sponsoring a section of a Website and perhaps providing media;
- By purchasing a Featured Video Page within ICL's pages;
- By purchasing banner advertising on specific pages or throughout the Website; and/or
- By signing up for the Enquiry Forwarding Service or Enquiry Management Service, and receiving enquiries for healthcare services from people who are considering treatment.

The Terms and Conditions ('**Terms**') below are the standard Terms of ICL and apply to all services provided by ICL.

### **1. Definitions**

**Additional Charges** – means charges for additional Services not included in the Order Form at the time the Agreement is formed;

**Advertisement** – means an advertisement that appears on the Website including but not limited to Featured Provider Listings, Featured Provider Pages and Banners;

**Agreement** – means an agreement formed between You and ICL comprising an Order, Order Form and these Terms;

**Background and Rate Card** – means the document setting out the Services that may be provided by ICL and the applicable estimated Fees;

**Banners** – means banner advertisements delivered via ICL’s ad server system;

**Effective Date** – means the date on which this Agreement is formed;

**Enquiry Forwarding Service** – means a service whereby You can register to receive enquiries submitted by visitors to the Websites, enquiries will be directed to You on the basis of the treatments You provide and the country in which your services are offered;

**Enquiry Management Service** – means a service whereby ICL receives enquiries submitted by visitors to the Websites, and responds to these enquiries on your behalf;

**Featured Provider Pages** – means pages of advertorial about your services, your products or your company. The content of the Featured Provider Pages is prepared by ICL using Your Media;

**Featured Provider Listings** – means an abbreviated summary of the content of the Featured Provider Page, which includes a link to the Featured Provider Page or to your Website;

**Fees** – means ICL’s charges from time to time for providing the Services;

**ICL Media** – means the media created by ICL using Your Media to create an Advertisement;

**IPRs** – means intellectual property rights, including but not limited to copyright, registered and unregistered trade marks, trading names, domain names, logos and know-how;

**Listing** – means a listing in an online directory or database;

**Order** – means an order for Services placed by You on an Order Form or directly to ICL in writing, by email or by telephone;

**Order Form** – means the record of the details of your Order;

**Services** – means the services to be provided to You by ICL;

**Sponsored Content** – content provided by You including but not limited to articles, informationals, descriptions and text around which Advertisements will be reproduced;

**You** – means the person or company or other organisation that requires ICL to perform the Services.

**Your Media** – means any documents, information, materials, images, graphics, logos, trade marks, domain names, contact details, patient testimonials, case studies and text provided by You to enable ICL to produce Advertisements, Featured Listings, Featured Pages, Listings, Sponsored Content, and Enquiry Management content as applicable.

1.2 A reference to writing or written means written correspondence, faxes and emails.

1.3 Words in the singular shall include the plural and vice versa.

## **2. Your Status and Obligations**

- 2.1 By indicating Your acceptance of these Terms, You warrant that:
- 2.1.1 You are legally capable of entering into binding agreements;
  - 2.1.2 You are accredited to provide the treatments and services detailed in your Advertisements, Your Media, the Enquiry Form, in your Order and on the Order Form (**Treatments and Services**);
  - 2.1.3 You shall provide the Treatments and Services with all skill, due care and diligence as would be expected from an accredited supplier of similar or identical Treatments and Services;
  - 2.1.4 All Your Media that You provide to ICL shall be accurate and up to date and should, during the provision of the Services, Your Media no longer be accurate, You shall promptly inform ICL and provide new media that is accurate and up to date; and
  - 2.1.5 You have suitable and sufficient insurance cover for the Treatments and Services provided by You, Your staff and employees, Your consultants and any other relevant persons or businesses involved with the provision of the Treatments and Services.
- 2.2 Should ICL be required to amend Advertisements or Services pursuant to clause 2.1.4 above, ICL shall be entitled to charge Additional Charges for such work. The Additional Charges shall be applied in accordance with clause 4.
- 2.3 If You enter into an Agreement with ICL to receive the Enquiry Forwarding Service You warrant that You shall:
- 2.3.1 respond to all enquiries within 48 hours of receipt;
  - 2.3.2 provide the Treatments and Services with all due care and attention; and
  - 2.3.3 give patients referred to you through the Enquiry Forwarding Service equal standing with your existing patients.
- 2.4 You shall promptly provide ICL with Your Media and support ICL, as required, in its provision of the Services to You.

2.5 You shall indemnify ICL and hold ICL harmless for any claims brought against ICL relating to your breach of clause 2.1 and 2.3.

### **3. Order and Formation of Agreement**

3.1 All Services are provided in accordance with these Terms and the Order Form (**Agreement**).

3.2 You will place an Order for Services with ICL by:

3.2.1 telephoning and placing an Order with one of ICL's employees, representatives or agents; or

3.2.2 filling in and submitting an online Order Form to ICL.

3.3 ICL will send You an Order Form and a copy of these Terms. You must check the details on the Order Form and if You accept them and are willing to be bound by them, You should tick the boxes on the Order Form, stating that the Order Form is correct and that You have read and accept the Terms, and then fax or email a copy of the form to ICL.

3.4 You should read the Terms each time you place an Order and prior to returning the Order Form. You should understand that if you refuse or do not tick the 'Accept Terms' section on the Order Form, ICL will not provide the Services You have ordered nor will ICL be bound by the Terms.

3.5 When You return the Order Form, with both acceptance boxes ticked, You shall be bound by these Terms.

3.6 In the event that You would like to amend the details on the Order Form, You should mark up the amendments and return the Order Form to ICL. ICL will review the amendments, and will send you a revised Order Form to check. If You accept the content of the revised Order Form, You should comply with the procedure set out at clause 3.3. For the avoidance of doubt, neither party shall be bound by these Terms until You have ticked the acceptance boxes on an unamended Order Form. Amendments made to an Order Form by You will constitute a counter offer. ICL shall not be obliged to accept your counter offer.

3.7 The Order Form will contain the effective dates for the commencement of the advertising or services provided by ICL

3.8 The Agreement between ICL and You will relate only to the Services that have been confirmed in the Order Form.

3.9 The Services shall be provided for the period specified in the Order Form. If You wish

to renew the Service You should contact ICL either in writing or by telephone. A fresh Order Form will be sent to You and on return, pursuant to clause 3.5, an Order Form will be sent to You. The Terms applicable at that time will be sent to You with the Order Form.

#### **4. Fees, Payment and Cancellation**

- 4.1 You can obtain information and details about the Services and ICL's corresponding Fees on the Websites and directly from ICL. The figures set out in the Background and Rate Card on the Websites, or elsewhere on the Websites, are estimates only and should only be used as a guide.
- 4.2 The Fees for the Service will be as quoted in the Order Form, such Fees shall be quoted in [GBP £] except in cases of obvious error. In the case of obvious error ICL reserves the right to correct that error and apply the correct Fees, such error and amendment to the Fees shall be communicated to You as soon as reasonably practicable in writing. On receipt of such revised Fees, You shall have the option to withdraw Your Order, but due to the bespoke nature of the Services withdrawal of Your Order must be communicated to ICL within 48 hours of Your receipt of the revised Fees. If You do not withdraw Your Order within 48 hours You shall be liable for 25% of the Fees.
- 4.3 The Fees are subject to VAT (or other similar or applicable sales taxes, charges, duties or levies) at the prevailing rate.
- 4.4 Fees may change from time to time, but (subject to clause 4.2) changes will not affect Orders in respect of which ICL has already sent You an Order Form, the content of which You have accepted in accordance with clause 3.
- 4.5 Fees may be paid by credit or debit card. We accept payment with SOLO/VISA /ELECTRON/ MASTERCARD/ MAESTRO.
- 4.6 In the event that ICL requires payment prior to delivery of the Service, ICL will not charge your credit card or debit card until the Effective Date. Alternatively, ICL may invoice You for the Service. Payment should be received by ICL within 15 days of the date of the invoice.
- 4.7 From time to time Additional Charges may apply. ICL shall promptly inform you of such Additional Charges. Additional Charges shall be invoiced to You and payment shall be required within 15 days of the date of the invoice.
- 4.8 If ICL has not received full payment of the Fees and/or Additional Charges within 15 days of the Service commencing, ICL shall be entitled to charge You 4% above the base rate of HSBC Bank compounded monthly.

- 4.9 ICL reserves the right to suspend all activity on the website/s if payments for any invoice for any activity is not received within the agreed timeframe.
- 4.10 If the Service You require involves the provision of Advertisements, Listings or Sponsored Content, due to the bespoke nature of such Services Your right to cancel will be restricted to 48 hours for Advertisements and Listings and 7 working days for Sponsored Content from the date of the Order Form being returned to ICL by You. Your cancellation of such Service must be communicated to ICL in writing.
- 4.11 If ICL has received notice of Your cancellation of the Advertisements, Listings or Sponsored Content Service in accordance with clause 4.9, ICL shall reimburse You for any payment received relating specifically to the cancelled Service and that Service only.
- 4.12 Should You cancel the Service after the 48 hour or 7 working days cancellation period detailed at clause 4.9, ICL shall be entitled to retain 75% of the Fees. The remaining 25% of the Fees shall be reimbursed to You within 21 days of receipt of Your written cancellation notice or the day ICL confirmed to You via email that You were entitled to a refund.
- 4.13 From time to time ICL may run promotions and offers ('**Promotions**') in respect of some selected Services. These Promotions shall be detailed on the Websites from time to time and, where you have given ICL permission, may be communicated to You by email or fax. These Terms, together with any additional terms that are detailed with the Promotions shall apply. Orders for the Promotions Services, shall be placed by You and supplied by ICL in accordance with these Terms, unless stated otherwise. Such variation to these Terms shall be communicated to You with the Order Form and You shall be required to indicate Your acceptance, in accordance with clause 3.

## **5. Supply of the Services**

- 5.1 ICL shall use its reasonable endeavours to provide the Services to You in accordance with these Terms and the Order Form.
- 5.2 ICL shall use reasonable endeavours to meet any delivery dates specified on the Order Form, but any such dates shall be estimates only and time shall not be of the essence of these Terms.
- 5.3 Any changes or additions to the Services must be agreed in writing by ICL.
- 5.4 In the event that changes or additions to the Services are required ICL shall be entitled to charge Additional Charges, such Additional Charges will be communicated

to You in writing and shall be paid in accordance with clause 4.

- 5.5 ICL shall provide the Services to You with all skill, care and diligence that would be expected from a supplier of similar or identical services, and in accordance with the Order Form (as accepted by You) and these Terms.
- 5.6 In the event that ICL is to produce Media and publish it on a Website as a Listing or Advertisement the Service shall be provided as follows:
  - 5.6.1 You shall follow the Order procedure as set out at clauses 3.2, 3.3, 3.4 and 3.5;
  - 5.6.2 ICL shall prepare the Listing or Advertisement in accordance with the Order Form;
  - 5.6.3 ICL shall send You a copy of the proposed Listing or Advertisement and ICL shall provide access to a private area of the website where you may view the proposed Listing or Advertisement;
  - 5.6.4 Within five working days of receipt of the proposed Listing or Advertisement You shall revert to ICL with your comments and any amendments You require;
  - 5.6.5 As far as is reasonably practicable, ICL shall make the amendments to the Listing or Advertisement that You require and send the amended Listing or Advertisement or shall provide access to a private area of the Website where you may review the amended Listing or Advertisement;
  - 5.6.6 You shall indicate Your acceptance of the Listing or Advertisement by email or by fax.
- 5.7 ICL shall make a maximum of 2 sets of amendments to the Listing or Advertisement. Additional Charges shall apply to all further amendments. ICL shall inform You of those Additional Charges if such additional work is required.
- 5.8 In the event that You request the Enquiry Management Service, this Service shall be supplied as follows:
  - 5.8.1 You shall follow the Order procedure as set out at clauses 3.2, 3.3, 3.4 and 3.5;
  - 5.8.2 After ICL has received the Order Form, ICL will contact You to agree template responses to be sent to enquirers on your behalf;
  - 5.8.3 ICL will prepare pro forma responses (**'Response Pages'**), which will be branded with your logo and/or trade marks, as provided to ICL by You in

accordance with clause 2.4;

- 5.8.4 ICL will send You a copy of the Response Page for you to review. You will revert to ICL with your comments and amendments;
  - 5.8.5 ICL, in so far as is reasonably practicable, will make the amendments You have requested and send the amended Response Page to You to review;
  - 5.8.6 You shall indicate your acceptance of the Response Page by signing the draft Response Page and faxing or sending it back to ICL.
- 5.9 ICL may at any time, without notifying You, make changes to the Services, which are necessary to comply with any applicable statutory requirements, or which do not materially affect the nature or quality of the Service.
- 5.10 Whilst ICL will make reasonable efforts to accurately reproduce as necessary the trading colours of your trade marks and logos in the ICL Media and Advertisements, no assurances or warranties shall be inferred into this Agreement that they will be reproduced exactly.
- 5.11 For the avoidance of doubt, in the event that ICL and You enter into an Agreement for Services, whereby ICL shall place links to your website on ICL's Websites, ICL hereby expressly states that it shall bear no responsibility for the content of your websites. You hereby agree, that You shall indemnify ICL for all and any damage caused to ICL due to the content of your websites.

## **6. Intellectual Property**

- 6.1 Save as expressly set out in these Terms, nothing in the Agreement between ICL and You operates to transfer any IPRs of one party to the other.
- 6.2 You warrant that You have the right and all necessary permissions and authorisations to licence ICL to use Your Media and IPRs subsisting in Your Media to provide the Services.
- 6.3 You hereby grant ICL a non-exclusive, terminable licence to use Your Media and the IPRs subsisting in Your Media to provide the Services as detailed in the Order Form, and as amended by You and ICL from time to time during the continuance of the Agreement, such amendment to be agreed by both parties in writing.
- 6.4 In respect of the Services that require linking to your websites and use of your domain names, You hereby grant ICL a non-exclusive, terminable licence to use your domain names (as specified in the Order Form) to link and direct visitors to the

Websites to You.

## **7. Warranties and Liability**

- 7.1 Nothing in these Terms, excludes or limits ICL's liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.
- 7.2 Subject to clause 7.1 and as otherwise set out in these Terms, ICL makes no warranties or representation of any kind express or implied, statutory or otherwise regarding the availability of the Services, the timely provision of the Services and ICL shall have no liability to You for any loss, damage, costs, expenses, loss of profit, reputation, future business or other claims for compensation arising from any information or instructions and details provided on the Enquiry Form, Response Pages, Advertisements, Your Media Order or Order Form supplied by You or confirmed by You, which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of You.
- 7.3 Subject to clause 7.1, ICL shall not be liable to You by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms and conditions of these Terms, for any loss of profit, damage to goodwill, loss of future business or any other form of indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of ICL, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services.
- 7.4 Notwithstanding the above, subject to clause 7.1, ICL's aggregate liability (whether in contract, tort or otherwise) for loss or damage shall not exceed the Fees paid by You for the provision of the Services in question.

## **8. Termination**

- 8.1 This Agreement may be terminated by either party:
- 8.1.1 giving not less than 1 month's notice to the other party in writing;
  - 8.1.2 forthwith if the other commits any material breach of any terms of the Agreement and which, in the case of a breach capable of being remedied, shall not have been remedied within 15 working days of a written request to remedy the same;

8.1.3 forthwith if the other goes into liquidation, becomes bankrupt, makes voluntary arrangement with its creditors or has a receiver or administrator appointed.

8.2 ICL reserves the right to terminate this Agreement or suspend its Services, including but not limited to removing Your Media and Advertisements, in part or in whole, in the event that a complaint is received by ICL from your patients or other practitioners concerning your provision of treatments and other services provided by You. Such Services will not be reinstated until or unless You can provide sufficient evidence that the claims are false, or that suitable amendments are made to Your Media or the Advertisements to ensure that they are accurate and up to date.

8.3 If, pursuant to clause 8.2, ICL at its sole discretion elects to terminate or suspend its provision of the Services to You, ICL shall refund to You, pro rata, the Fees applicable to that Service.

## **9. Consequences of Termination**

9.1 Upon termination of this Agreement all rights and obligations of ICL and You shall cease to have effect immediately except that termination shall not affect accrued rights and obligations of ICL and You under this Agreement at the date of termination or any express obligations in this Agreement of a continuing nature.

9.2 Within 24 hours of termination all Services shall cease, including but not limited to the publication of all or any Advertisements on the Websites.

9.3 All links from the Websites to your websites shall cease to operate.

9.4 ICL shall promptly return to You or destroy all Your Media in its possession.

9.5 ICL shall cease to use Your Media and all your IPRs, including but not limited to Your logo and trade marks.

9.6 For the avoidance of doubt, all licences granted under this Agreement shall terminate.

## **10. General**

10.1 ICL shall have no liability to You if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business for a period of one month by events beyond its reasonable control.

- 10.2 Any notice required or permitted to be given by either party to the other under this Agreement shall be in writing addressed to that other party at its registered office address or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and will be deemed to have been given 2 working days after the date of posting or 1 working day after the date of sending an email or fax.
- 10.3 No failure or delay by either party in exercising its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 You may not assign or deal in any way with all or any part of the benefit of its rights or benefits under this Agreement without ICL's prior written consent, such consent shall not be unreasonably withheld.
- 10.5 ICL may sub-contract the performance of its obligations under this Agreement.
- 10.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Act against ICL or You by any other person, business, company or other entity.
- 10.7 Nothing in this Agreement is intended to create a partnership or joint venture or other legal relationship of any kind that would impose liability upon one party for the act of the other party between ICL and You, or to authorise either party to act as agent for the other.
- 10.8 Any dispute arising under or in connection with this Agreement shall be referred to mediation before either party issues legal proceedings through the courts.
- 10.9 English law shall apply to the Agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.