

MARTIN STEELS

INDEPENDENT OPTOMETRISTS & CONTACT LENS PRACTITIONERS

Clenslife

AGREEMENT

1. INTRODUCTION

- 1.1 Thank you for agreeing to join the Martin Steels Emsworth (**Practice**) Clenslife plan and agreeing to abide by these terms. Your membership benefits, start from the date of this Agreement, subject to having had an Enhanced Eye Examination and Contact Lens Aftercare within the last four weeks of the date of this Agreement and subject to the terms hereof.
- 1.2 Your Clenslife plan subscription entitles you to: -
- 1.2.1 Annual eye care and contact lens aftercare (excludes Medical Contact Lens Services);
 - 1.2.2 Emergency appointment as required.
 - 1.2.3 Exclusive 10% off eyewear, contact lenses and sub-specialised services (subject to clause 1.2.7);
 - 1.2.4 Refit top-up fee applies when re-fitting to multifocal or rigid lens. Please consult the Practice for full details of these fees on a case-by-case basis;
 - 1.2.5 Children under 19 in the same household can enjoy premium private eye care (excludes Contact Lens Services) for just £1 per month per child added to your plan (subject to clause 1.2.7). Under 19 eye examination is every two years.
 - 1.2.6 Glaucoma Monitoring Service, BlephEx treatment, lacrimal syringing and punctum plug implants are beyond the remit of Clenslife but they are available at member-only rate. Please discuss any requirements with the Practice; and
 - 1.2.7 The discount described at clause 1.2.3 is not available to children who are added to this service in accordance with clause 1.2.5, but are available at low prices.

2. TERM AND TERMINATION

- 2.1 Subscription entitling you to the Clenslife benefits is for a minimum term of 18 months from the date of this agreement (**Minimum Term**).
- 2.2 You may cancel your Clenslife subscription at any time by giving one clear month's written notice to the Practice, including by email, such that your Clenslife subscription will be cancelled with effect from the last day of the following month. No refunds of subscription fees for a partial month will be offered.
- 2.3 We may cancel your Clenslife subscription at any time by giving written notice to you if:
- 2.3.1 you cancel your monthly Clenslife subscription payments, or otherwise fail to pay any amounts due under this agreement;
 - 2.3.2 we are unable to provide the Clenslife services/products to you for any reason, including where you prevent us from doing so; or
 - 2.3.3 you breach any other term of this agreement and such breach is not capable of remedy, or where capable is not remedied within 7 days of notice from us to do so, including (without limitation) abuse of the benefits provided under this agreement as set out at clause 1.2.

2.4 If your Clenslife subscription is cancelled for any reason before the expiry of the Minimum Term, you will have to repay the higher of:

2.4.1 the normal retail value of any discounts or benefits received under the Clenslife plan; and

2.4.2 the outstanding balance of any monthly Clenslife subscription payments for the remainder of the Minimum Term,

so that, where the value of services/products/discounts provided is £250 and the remaining balance if payments were made to the end of the Minimum Term are £80, you will need to repay £250.

2.5 Any such payment as described at clause 2.4 must be made to us within 7 days of cancellation.

3. AUTOMATIC RENEWAL

3.1 This agreement will automatically renew on expiry of the Minimum Term for a further term of 18 months (**Subsequent Term**). This Subsequent Term will be subject to these terms, as amended from time-to-time and any Subsequent Term will be considered a new Minimum Term for the purposes of these terms.

3.1.1 If you do not wish the subscription to automatically renew, you must inform the Practice in writing (including by email) before expiry of the Minimum Term.

4. PAYMENTS

4.1 Payments of your membership fees shall be by way of direct debit. Accordingly, you will be required to sign a direct debit mandate. All direct debit payments will be made to Martin Steels (Emsworth) Limited via Optix Software Limited and are protected by the Direct Debit Guarantee.

4.2 All payments made under this agreement are inclusive of any applicable VAT.

4.2.1 In the event of the Direct Debit not being paid within 7 days after the due date, we shall suspend the provision of products and services, or cancel your subscription in accordance with clause 2.4.1.

5. LIMITATIONS

5.1 The benefits provided at clause 1.2 are provided to you and any children added to the subscription in accordance with clause 1.2.4 and are not transferable to any other person(s), nor may the benefits be used for the benefit of any other person(s).

5.2 Specialist eyecare services including (but not limited to) Optomap or OCT are not included in benefits provided at clause 1.2 as standard. Where the need for such specialist services are clinically indicated, at the sole discretion of our clinicians, these services will be provided as part of the Clenslife subscription at no additional cost.

5.3 No cash alternative is, or shall be, offered where you have a free eye test voucher or other applicable voucher.

5.4 The benefits provided at clause 1.2 are subject to availability and may be used in conjunction with any other promotion available at the Practice from time-to-time.

5.5 Annual eyecare will incorporate one eye examination per year, together with any additional testing or eyecare services recommended by our clinicians, on the terms hereof, together with any other genuine emergency eyecare. Additional eyecare, which is not considered necessary by our clinicians will be chargeable at our standard rates for that eyecare service.

5.6 We reserve the right to withhold or suspend the benefits outlined at clause 1.2 for a maximum period of 14 days if we observe evidence of or otherwise have reason to believe abuse of these benefits. Such withholding/suspension is to enable the Practice to investigate any such abuse.



6. DATA

We shall handle any personal data that you may provide to us under this Agreement in accordance with the Data Protection Act 2018 and the General Data Protection Regulation (UK GDPR) for further information, please see our privacy policy.

7. MISCELLANEOUS

- 7.1 This Agreement is exclusive to you and is not transferable to family members, or any other person(s).
- 7.2 No variations of this Agreement shall be effective unless agreed in writing by us.
- 7.3 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 7.4 In the event that the Practice is unable to provide any of the services, benefits or products described in or contemplated by this agreement, where such inability is due to matters or factors beyond the reasonable control of Practice, the Practice shall not be liable for any costs or otherwise and shall instead provide such services, benefits or products as soon as it is reasonable able to do so

8. JURISDICTION AND CHOICE OF LAW

These conditions are governed solely by the laws of England and Wales. Any disputes concerning or arising out of this agreement shall be determined by the courts of England and Wales, which shall have exclusive jurisdiction.

DECLARATION

I agree to join the Martin Steels Emsworth Clenslife plan and I have read, understand and agree to the above terms and conditions.

Signed: _____

Patient Name: _____

(Please print)

Additional Patients:

Name	Date of Birth

(If applicable)

Date: _____