

MARTIN STEELS

INDEPENDENT OPTOMETRISTS & CONTACT LENS PRACTITIONERS

Myolife

AGREEMENT

Join *Myolife* and put a brake on myopia.

1. INTRODUCTION

- 1.1 Thank you for agreeing to join the Martin Steels Emsworth (**Practice**) Myolife plan and agreeing to abide by these terms. Your membership benefits, start from the date of this Agreement, subject to having had an Under 21 Eye Examination within the last four weeks of the date of this Agreement and subject to the terms hereof.
- 1.2 Your Myolife plan subscription entitles you to: -
- 1.2.1 Myopia control eye care every 6 months, including refraction testing
 - 1.2.2 Myopia control contact lens fitting and aftercare;
 - 1.2.3 Emergency appointment as required; and
 - 1.2.4 Exclusive 10% off myopia control eyewear and myopia control contact lenses.

2. TERM AND TERMINATION

- 2.1 Subscription entitling you to the Myolife benefits is for a minimum term of 18 months from the date of this agreement (**Minimum Term**).
- 2.2 You may cancel your Myolife subscription at any time by giving one clear month's written notice to the Practice, including by email, such that your Myolife 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 Myolife subscription at any time by giving written notice to you if:
- 2.3.1 you cancel your monthly Myolife subscription payments, or otherwise fail to pay any amounts due under this agreement;
 - 2.3.2 we are unable to provide the Myolife 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 5.4.
- 2.4 If your Myolife 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 discounts or benefits received under the Myolife plan; and
 - 2.4.2 the outstanding balance of any monthly Myolife 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.
- 3.2 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.
- 4.3 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.
- 4.4 We shall need to update your membership fee and your Direct Debit to reflect changes such as service improvements, added benefits and inflation. However, we shall seek to give you at least one months' notice where we need to do so.

5. LIMITATIONS

- 5.1 The benefits provided at clause 1.2 are provided to you 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 Myolife 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 are not to be used in conjunction with any other promotion available at the Practice from time-to-time.
- 5.5 Myopia control care will incorporate two eye examinations 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 control of 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/parent/guardian of patient agree to join the Martin Steels Emsworth Myolife plan and confirm that I have read, understand and agree to the above terms and conditions.

Signed:

(By patient or parent/guardian if patient is aged under 18)

Signatory Name:

(Please print)

Patient Name:

(If signed by parent/guardian)

Patient date of birth:

(If applicable)

Relationship to Patient:

(If signed by parent/guardian)

Date:
