

## 1. Definitions

- 1.1 When the following words are used in these Terms, this is what they will mean:
  - 1.1.1 **"Additional Fees:"** Our fees for any additional Medical Services other than those detailed on the Treatment Order or an extension to the period (as stated on the Treatment Order) for the provision of the Medical Services; And or any sundry items not included in the treatment contract.
  - 1.1.2 **"Client:"** the client whose details are set out on the Treatment Order;
  - 1.1.3 **"Contract:"** the contract for the provision of the Medical Services entered into between you, us and the Client evidenced by the Treatment Order into which these Terms are incorporated;
  - 1.1.4 **"Event Outside Our Control:"** is defined in clause 8.2;
  - 1.1.5 **"Fees:"** Our fees for the Medical Services as detailed on the Treatment Order or as otherwise agreed by us in writing;
  - 1.1.6 **"Funder:"** means any person other than the Client who is funding the provision of Medical Services for the benefit of the Client and who signs the Treatment Order;
  - 1.1.7 **"Medical Services:"** the medical services to be provided by or for us as detailed in the Treatment Plan;
  - 1.1.8 **"Terms:"** "the terms and conditions set out in this document;
  - 1.1.9 **"Treatment Centre:"** the treatment centre as detailed on the Treatment Order at which the Medical Services will be carried out by the Treatment Provider or such other provider of addiction rehabilitation services or treatment centre as agreed between you and us from time to time;
  - 1.1.10 **"Treatment Order:"** the order form signed by you, us and (where appropriate) the Client setting out the Medical Services which shall incorporate these Terms;
  - 1.1.11 **"Treatment Plan:"** the treatment plan referred to in the Treatment Order detailing the Medical Services to be provided for the benefit of the Client;
  - 1.1.12 **"Treatment Provider:"** means us or where we are not directly providing the Medical Services, our agents or subcontractors;
  - 1.1.13 **"you/your:"** the Funder, but in the absence of a Funder having signed the Treatment Order, the Client; and
  - 1.1.14 **"we/our/us:"** Sanctuary Banbury Limited incorporated and registered in England and Wales with company number 09947939 whose registered office is at C/O UK Addiction Treatment Group Ltd, Unit 1, Floor 1, Imperial Place, Maxwell Road, Borehamwood, Hertfordshire, England, WD6 1JN.
- 1.2 When we use the words "writing" or "written" in these Terms, this will include email unless we say otherwise.
- 1.3 Words expressed in any gender shall where the context so requires or permits include any other gender.
- 1.4 Words expressed in the singular shall where the context so requires or permits include the plural.
- 1.5 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).
- 1.6 References in the Contract to anything which any party is required to do or not to do shall include his acts, defaults and omissions whether:
  - 1.6.1 direct or indirect;
  - 1.6.2 on his own account; or
  - 1.6.3 for or through any other person, and
  - 1.6.4 those which he permits or suffers to be done or not done by any other person.

- 1.7 The headings in these Terms are for convenience only and shall not affect their interpretation.
- 1.8 Where any party is more than one person:
  - 1.8.1 that party's obligation in the Contract shall take effect as joint and several obligations;
  - 1.8.2 anything in the Contract which applies to that party shall apply to all of those persons collectively and each of them separately; and
  - 1.8.3 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.

## **2. Our Contract with You**

- 2.1 These are the terms and conditions on which we supply Medical Services to you.
- 2.2 Please ensure that you and (where appropriate) the Client read these Terms and the Treatment Order carefully, and check that the details on the Treatment Order and in these Terms are complete and accurate before you sign the Treatment Order. If you think that there is a mistake or require any changes, please contact us to discuss. We will confirm any changes in writing to avoid any confusion between you and us.
- 2.3 These Terms will become binding on you and us and (where appropriate) the Client when we have all signed the Treatment Order.
- 2.4 If any of these Terms conflict with any term of the Treatment Order, the Treatment Order will take priority.
- 2.5 If you are not the Client you agree that you have entered into this Contract 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, drug or other addiction.
- 2.6 The Client agrees that he has entered into this Contract in consideration of the payment of our charges whether by the Client or the Funder or otherwise and through the Client's commitment to complete the Treatment Programme.
- 2.7 If a third party who has not signed this Contract pays the Fee then they are deemed to have made such payment on behalf of the Client without being a party to this Contract.

## **3. Providing Medical Services**

- 3.1 We or our agent or subcontractors will provide the Medical Services for a period as set out in the Treatment Order.
- 3.2 You and (where appropriate) the Client acknowledge and agree that we may delegate the provision of all or some of the Medical Services to a third party.
- 3.3 Upon entering the Treatment Centre, the Client may be required to agree to abide by the Treatment Centre's rules and regulations and it is agreed that the signing of and acceptance and compliance with such rules and regulations by the Client shall be a condition of the Contract.
- 3.4 The Client agrees:
  - 3.4.1 to commit to the treatment arranged by us pursuant to the Treatment Plan; and
  - 3.4.2 to abide by any applicable laws and regulations within the country or jurisdiction within which the Medical Services are provided.
- 3.5 You and (where appropriate) the Client agree:
  - 3.5.1 that we and our agents or subcontractors operate a zero-tolerance policy in respect of any physical or verbal abuse and in the event that the Client or you act in any manner that we or our staff, agents or subcontractors consider being either physically or verbally abusive towards any person whether a member of our staff or our agents, contractors or their staff or otherwise, then we may immediately terminate this Contract;
  - 3.5.2 to observe and perform any rules and regulations that either we or our agents may from time to time put in place in relation to any Medical Services or the Treatment Centre.

- 3.6 If you do not pay us for the Medical Services when you are supposed to as set out in clause 5.2, we may suspend the Medical Services with immediate effect until you have paid us the outstanding amounts. We will contact you and (where appropriate) the Client to tell you this. This does not affect our right to charge you interest under clause 5.3.

#### **4. If there is a problem with the services**

- 4.1 In the unlikely event that you have any concern regarding the Medical Services provided by us or on our behalf: -
- 4.1.1 please contact us and tell us as soon as reasonably possible; and
  - 4.1.2 please give us a reasonable opportunity to remedy the issue.
- 4.2 As a consumer, you have legal rights in relation to Medical Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights

#### **5. Price and Payment**

- 5.1 The price of the Medical Services is set out on the Treatment Order.
- 5.2 Payment of Fees is due to us prior to commencement of the Medical Services and any admission of the Client to the Treatment Centre. If we agree with you to extend the period of the provision of the Medical Services then any Additional Fees shall be payable not less than 24 hours prior to the commencement of the extension period.
- 5.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% per year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.4 Notwithstanding our right to charge interest pursuant to clause 5.3, if payment of our Fees or Additional Fees are not received in accordance with clause 5.2 then you and (where appropriate) the Client agree that the admission to the Treatment Centre and/or the commencement of the provision of the Medical Services may be cancelled or (at our option) postponed until payment has been received, and if the Client has already been admitted to the Treatment Centre then we may require the Client to immediately vacate the Treatment Centre.

#### **6. Your and the Client's Liability to Us**

- 6.1 If you or (where appropriate) the Client causes damage to our premises or to the Treatment Centre or any goods, fixtures, fittings, equipment or other chattels located at our premises or the Treatment Centre then you will reimburse us and indemnify us for any loss, claim, damage, expense or other liability in respect of such damage.
- 6.2 At the conclusion of the Treatment Plan, unless extended in accordance with these terms or upon the earlier termination of the Contract, you or (where appropriate) the Client shall immediately leave the Treatment Centre removing all belongings and personal property. You agree that we may remove and dispose of any belongings or property that you leave at the Treatment Centre at the end of the Contract and you agree to reimburse us in respect of any loss or damage that we may suffer and that may arise from our disposal of property that belongs to you or any third party.

#### **7. Our Liability to You**

- 7.1 We will take reasonable steps to ensure that the Treatment Centre and the provision of the Medical Services are appropriate to the needs and requirements of the Client and that they are as described in the Treatment Order.
- 7.2 Where the Medical Services are to be provided at a Treatment Centre located outside the United Kingdom you and (where appropriate) the Client agree that such Treatment Centre will be under different and (in some cases) lesser regulatory requirements than similar treatment centres that are based in the United Kingdom.

- 7.3 You and (where appropriate) the Client accept that there is no guarantee for long term recovery. The Medical Services that we offer will provide the Client with the tools required to maintain abstinence but the Client must ensure that they continue with an appropriate aftercare programme following the provision of the Medical Services.
- 7.4 To the fullest extent permitted by law, we exclude any liability for loss or damage caused by our negligence but which is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you, the Client (where appropriate) and us at the time we entered into the Contract for the provision of the Medical Services.
- 7.5 We do not exclude or limit in any way our liability for:
- 7.5.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; and
  - 7.5.2 fraud or fraudulent misrepresentation.

## **8. Events Outside Our Control**

- 8.1 We will not be liable or responsible for any failure to perform or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside our Control.
- 8.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation closure of a Treatment Centre, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 8.3 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- 8.3.1 we will contact you as soon as reasonably possible to notify you; and
  - 8.3.2 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside Our Control affects our provision of Medical Services to the Client, we will restart the Medical Services as soon as reasonably possible after the Event Outside Our Control is over.
- 8.4 If an Event Outside (otherwise than due to your or (where appropriate) the Client's breach of any these Terms) our Control takes place and prevents us from providing the Medical Services for a period of two weeks or more then either you or we may terminate the contract and we shall refund to you a fair proportion of the Fee (and any Additional Fee) in respect of the Medical Services that the Client shall not have received.
- 8.5 If, once the Client has begun to receive the Medical Services from us or our agents or subcontractors pursuant to the Treatment Order we are unable to continue to provide the Medical Services at the Treatment Centre due to an Event Outside our Control (otherwise than due to your or (where appropriate) the Client's breach of any these Terms) then, notwithstanding our rights to cancel pursuant to clause 8.4, we may (in our sole discretion) use our reasonable endeavours to arrange an alternative Treatment Centre to continue in the provision of the Medical Services and you and the Client shall both act in good faith and act reasonably in agreeing the alternative Treatment Centre.

## **9. Cancellation**

Subject to clause 8.4 you will have no right to cancel a Treatment Order. If you attempt to cancel a Treatment Order or if you or the Client (where appropriate) discharge yourself (themselves) from the Treatment Centre then no refund will be due to you and you will remain liable to pay the Fee to us in accordance with these terms

## **10. Our Rights to Cancel and Applicable Refund**

- 10.1 We may cancel this Contract and stop providing Medical Services to the Client at any time with immediate effect by giving you written notice if:
  - 10.1.1 you do not pay us when you are supposed to as set out in clause 5.2. This does not affect our right to charge you interest under clause 5.3, or
  - 10.1.2 you or the Client breach these Terms in any other material way.
- 10.2 If we cancel this Contract pursuant to clause 10.1 then we shall not be liable to refund any monies to you that you may have paid pursuant to this Contract.

## **11. Information About Us and How to Contact Us**

- 11.1 We are a company registered in England and Wales under the name Sanctuary Banbury Limited. Our company registration number is 09947939 and our registered office is at C/O UK Addiction Treatment Group Ltd, Unit 1, Floor 1, Imperial Place, Maxwell Road, Borehamwood, Hertfordshire, England, WD6 1JN.
- 11.2 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 012-9523-4993 or by emailing us at [info@ukat.co.uk](mailto:info@ukat.co.uk)
- 11.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by email, by hand, or by pre-paid post to UK Addiction Treatment Group Ltd, Unit 1, Floor 1, Imperial Place, Maxwell Road, Borehamwood, Hertfordshire, England, WD6 1JN / [info@ukat.co.uk](mailto:info@ukat.co.uk). We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by email, by hand, or by pre-paid post to the address you provide to us in the Order.

## **12. How We May Use Your Personal Information**

- 12.1 We will use the personal information that you and the Client provide to us to:
  - 12.1.1 provide the Medical Services;
  - 12.1.2 process your payment for such Medical Services; and
  - 12.1.3 inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.
- 12.2 You and (where appropriate) the Client agree that we may pass your and the Client's personal information to the Treatment Provider or any other of our agents or subcontractors to whom we may delegate any of our obligations pursuant to these Terms.
- 12.3 We will not give your personal data to any third party other than as provided in these Terms.
- 12.4 You and (where appropriate) the Client agree that if you or the Client provide personal information to the Treatment Provider our agents' subcontractors or third parties then they may share such information where reasonably necessary in respect of managing or monitoring the Medical Services the Client's conduct and the Treatment Plan generally.

## **13. Other Important Terms**

- 13.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 13.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 13.3 This contract is between you and us and (where appropriate) the Client. No other person shall have any rights to enforce any of its terms.
- 13.4 Each of the paragraphs of these Terms operates separately. If any provision or part-provision of the contract or these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provisions shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract and these Terms.

- 13.5 If any provisions or part-provision of this contract or these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 If we fail to insist that you or (where appropriate) the Client perform any of the obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and (where appropriate) the Client and will not mean that you or the Client do not have to comply with those obligations. If we do waive a default by you or the Client, we will only do so in writing, and that will not mean that we will automatically waive any later default by you or the Client.
- 13.7 These Terms are governed by English law. You, the Client and we agree to submit to the non-exclusive jurisdiction of the English courts.