



THIS AGREEMENT is:

Between:

Us - GP Services International Limited, incorporated in England and Wales (registered number 12401924) whose registered office is at 7 Bell Yard London WC2A 2JR (Known as “GPSI”), and

You as the payer of the services for your employees or members (Known as “the Customer”)

About

This Agreement applies to the supply by GPSI to the Customer of Wellness services to your employees or members (“Services”), as described here, from the start Date, for the Term, in return for the payment by the Customer to GPSI of the Fees as laid out on our website.

Start date

This Agreement shall enter into force on the Date you sign up for these services on our website and shall continue for the Initial Term of 12 months. The agreement will be continued after the initial term unless cancelled by either party.

Minimum Term

The agreement is for a minimum of 12 months

Termination

The agreement requires that 3 months written notice of termination is given by the Customer to GPSI

As the agreement is for a minimum period of 12 months the soonest the customer may give notice in writing to GPSI is after 9 monthly payments have been paid, to inform GPSI that they wish to cancel the agreement after 12 payments have been paid.

After the initial 12 month contract term has ended, either Party shall be entitled to terminate this Agreement at any time by giving not less than 3 calendar months’ notice of termination in writing to the other at that time.

Fees

The Customer shall pay the Fees to GPSI in respect of the Services at the rates set out in our website for either essential benefits or premium benefits

The Fees are exclusive of VAT and VAT will be added, which can be reclaimed by the customer if you are VAT registered

Fees will be calculated by applying the relevant charge for the service level that you have chosen, multiplied by the number of users that you have declared to us

Payment will be collected automatically each month using a card payment mandate, which you will authorise at the time you check out in our e-commerce process on our website

If any payment fails to be collected automatically, we will advise you accordingly and invite you to make payment again directly, If payment fails for a maximum of two attempts, we will have to cease the plan and advise your employees or members accordingly.

The Customer acknowledges that the Pricing Schedule could be subject to change on each anniversary of the start Date. If pricing does change, we will make you aware in advance.

Legal stuff

GPSI warrants that it shall perform the Services: with due diligence, care and skill (including but not limited to good industry practice); in accordance with Applicable Law, and in accordance with the reasonable, lawful and good faith instructions from the Customer;

GPSI warrants that it has the full capacity, authority and necessary consents to enter into and perform its obligations under this Agreement (and in entering into the Agreement it has not committed any fraud and has not committed any offence under the Bribery Act 2010 or the Modern Slavery Act 2015).

Customer's Obligations

User numbers - You will advise us of the initial employees or members who you wish to benefit from our services by providing us with a note of their name and email address. This is an automated process where we will ask you to input details digitally

Changes to user numbers - The Customer will co-operate with GPSI and provide us with a note of changes in your employee or member numbers whenever we or you request such an update. The changes to users process is also automated with a digital form to complete and submit

Liability

Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation.

GPSI's total liability to the Customer in respect of all breaches occurring within any Contract Year arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the total amount of the Fees paid by the Customer to GPSI in that Contract Year [or the sum of £1,000,000 (one million pounds), whichever is the lower].

Confidentiality

Either Party must keep secure and confidential, and must not disclose or permit to be disclosed to any person Confidential Information obtained from the other Party as a result of or in connection with this Agreement, except where necessary for the purposes of performing its obligations under this Agreement or authorised in writing to do so by the Disclosing Party.

Data Protection

Each Party shall at all times comply with Data Protection law.

Force Majeure

Neither Party shall be liable for any delay in performing or failure to perform any of its obligations under this Agreement due to a Force Majeure Event. If either Party is unable to fulfil its obligations in this Agreement for a period of more than 60 days due to the occurrence of a Force Majeure Event, then either Party may terminate this Agreement immediately by serving written notice of termination on the other Party.

Assignment and Sub-contracting

This Agreement is personal to the Customer, and the Customer shall not assign, transfer or subcontract any its rights and obligations under this Agreement.

GPSI may at any time assign, transfer or deal in any manner with its rights under this Agreement.

GPSI may subcontract any or all of its rights and obligations under this Agreement to a third party, including a Group Company of GPSI.

Applicable Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales.

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

External suppliers / Distribution

The provision of all the services the customer and their employees or members are given access to here is on the clear understanding that each service is supplied by third party specialists who are all qualified and authorised to carry out their particular functions, and all liability for any failure or issues arising from that service provision rests with the supplier. We are a distributor of third party services, not the service provider.

SERVICES

The Member Wellness Programme provides access to a range of confidential health, wellbeing and Legal and Financial Rewards and Money support services:

Service details	www.aqordwellness.co.uk
<p>Services being supplied – essential plan</p>	<p>24/7 GP HELPLINE - unlimited use including members household</p> <p>24/7 Telephone Counselling - Wellbeing line, Legal helpline, Money helpline</p> <p>Including Structured Telephonic Counselling Sessions</p> <p>Up to six sessions of structured telephonic counselling with a BACP accredited counsellor to work through any personal lifestyle or emotional matter. Up to six sessions per member / employee per issue, per annum.</p> <p>24/7 Legal help line – allowing users to seek legal help at any time of day on any matter that is troubling them</p> <p>24/7 Money / Debt helpline - allowing users to seek debt and money help at any time of day on any matter that is troubling them</p>
<p>Services being supplied – Premium plan</p>	<p>24/7 GP HELPLINE - unlimited use including members household</p> <p>24/7 Telephone Counselling - Wellbeing line, Legal helpline, Money helpline</p> <p>Including Structured Telephonic Counselling Sessions</p> <p>Up to six sessions of structured telephonic counselling with a BACP accredited counsellor to work through any personal lifestyle or emotional matter. Up to six sessions per member / employee per issue, per annum.</p> <p>24/7 Legal help line – allowing users to seek legal help at any time of day on any matter that is troubling them</p> <p>24/7 Money / Debt helpline - allowing users to seek debt and money help at any time of day on any matter that is troubling them</p> <p>Rewards and discounts service</p>

	<p>Where members can save hundred of pounds annually on routine shopping and all types of spending on thousands of high street and online / digital retailers</p> <p>MyMind Pal where members will have online access to preventative mental wellbeing tools to help every day working people by strengthening their ability to handle life's challenges and to navigate those. Helping those who need immediate help get to a confidential and safe place mentally.</p>
<p>Access to services</p>	<p>Members will be issued with an introductory email, which will give them instructions on how to register for the service and access all of these benefits via our App</p>
<p>Admin contact</p>	<p>Please email info@aqordwellness.co.uk</p> <p>Or see contact at www.aqordwellness.co.uk</p>

PRICING AND PAYMENT

Cost Per member	Essential Plan £5 plus vat Premium plan £7.50 plus vat
Payment Frequency	Per month
Payment method	Payments will be collected by automated card mandate via a secure payment portal
Member numbers	We will require a monthly CSV file of members, which can be sent via our website