

Cooper & Barr Eyelife Eyewear and Eyecare Plan - Terms and Conditions April 2021

Our membership plan is designed to give your eyes the TLC they deserve - covering your yearly eyecare costs alongside exclusive benefits including discounts on all spectacle and sunglass purchases.

Eyelife membership entitles you to receive all the benefits listed in the Eyelife information leaflet. This will normally include all the additional advice and care you need or want, within reason, to help maintain the health of your eyes.

As an introductory offer, when you join you'll start receiving the benefits straightaway, along with 50% off the cost of your initial eye examination or contact lens fitting costs.

Eye examination recalls will be scheduled in line with the recommendation from the optometrist, however should you wish to be seen more frequently, all eye examination appointments will be included, within reason.

Cooper & Barr Opticians will remind you when you are due for your next eye examination by letter, phone, SMS or email. It is your responsibility to make an appointment when due and monthly payments will not be refunded if you do not make an appointment or attend for your eye examination. In the event that you have not attended, we reserve the right to withhold products for safety in accordance with the Opticians Act 1989.

Additional appointments will cover (but not limited to): follow up appointments, repeat visual field appointments, emergency appointments, repeat scans and repeat intraocular pressures. The plan does not cover audiology appointments.

No refund will be given if any of the services covered by the plan are unable to be carried out.

Any new services that Cooper & Barr introduce will be included in this plan on a case by case basis, and if they are included in the plan, Eyelife clients will be notified by email.

If your appointments are available on the NHS (not GOS) we reserve the right to claim back any fees from the NHS. This plan provides eyecare which falls outside the scope of GOS (NHS) sight tests, however if you are eligible for GOS then you will receive a credit of this amount.

Glasses MOT includes ultrasonic cleaning of spectacles, tightening of screws, checking fit, replacing nose pads (if applicable) and clean of spectacle lenses for glasses purchased from Cooper & Barr.

If you require an emergency appointment, please contact us by telephone in the first instance. If the optometrist needs to see you in person, we will offer you our first available appointment within 48 hours. This will be at your preferred practice wherever possible, but for days when we cannot accommodate this due to the practice being closed or not testing, we will offer you an appointment at one of our other practices. We cannot offer emergency appointments on Sundays.

Eyelife members can enjoy a % discount on spectacles and sunglasses depending on the plan level chosen, and this can be used in conjunction with other Cooper & Barr offers, unless specifically stated in

the T&Cs. This includes "discount on second pair lenses offer", with plan discount on the frame. The lenses must be the same prescription as the first pair, ordered within 3 months of the first pair, and worth the same as or less than the first pair.

Payment is by monthly direct debit on the 6th of each month - you'll make the first payment directly to us at your appointment and the direct debit will begin the following month.

You must pay the monthly fee to maintain your Eyelife membership. Your liability to pay the monthly membership fee continues until the contract is ended. No refund of the membership fee is due unless administrative error.

You must keep appointments made with Cooper & Barr Opticians, and pay any "missed appointment" fee reasonably charged should you fail to do so.

The monthly Eyelife membership fee may be altered by Cooper & Barr Opticians, but we will always give you at least 3 weeks' notice of any increases by email.

Where you are given notice of an alteration to the monthly membership fee, your Direct Debit payment will be changed at the end of the notice period unless you end the contract in the meantime.

The minimum subscription term is 18 months, you may end your contract on expiry of the minimum subscription period.

You will first need to pay any outstanding sums due to Cooper & Barr Opticians, and then give not less than 21 days notice before the end of the month.

Cooper & Barr may end your contract by giving you notice expiring on the last day of the month after two months.

If you wish to cancel before the end of the minimum term, you must pay all the monthly subscription costs due to the end of the minimum period, or repay the discounts received as a benefit of joining the scheme.

If the monthly fee is unpaid we will represent the Direct Debit for payment within 14 days. If the payment cannot be collected we will contact you to arrange that month's payment by another method.

However if it remains unpaid one month after it is due, we may end the contract immediately by giving you written notice to that effect and you will still be liable for all sums outstanding to Cooper & Barr Opticians.

You may agree to services that are not covered by the plan. You will be responsible for paying for these services.

This membership scheme is specific to Cooper & Barr Opticians and cannot be transferred to any other eyecare or healthcare provider. In the unforeseen event that Cooper & Barr Opticians has an administrative receiver, liquidator administrator or similar officer appointed or ceases to trade, your membership of the scheme will be terminated. No further monthly payments will be due, and any benefits you received will not be recouped.

If you are unhappy with any services that you have been provided with (eyecare and products including optical appliances, membership fee collection and payments) you should contact Cooper & Barr Opticians directly and immediately.

We do not prevent you from purchasing other services and products either directly from Cooper & Barr Opticians or other providers outside of this contract.

Under the terms of this scheme, a child is defined as being age 18 or younger in full time education. After this time (either leaving full time education or turning 19) they will no longer be eligible for the Clear scheme and must transfer to their own Essential / Plus CL / Elite / MiEyeLife scheme. It is the responsibility of the child's parent or Guardian to advise Cooper & Barr Opticians when this occurs so that payment can be changed. Any overpayment due to lack of notification will not be refunded.

A Parent or Guardian will be responsible for ensuring that all obligations to the scheme including but not exclusively payment of the monthly Direct Debit and making and attending eye examinations on behalf of the child are met.

These terms and conditions shall be construed in accordance with and governed by the laws of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the English courts. The parties acknowledge and agree that these terms and conditions are for the benefit of Cooper & Barr Opticians. A person who is not a party to these terms and conditions (other than Cooper & Barr Opticians and the named member(s)) has no rights under the Contracts (Rights of Third Parties Act 1999) to enforce or enjoy any benefit of this scheme.

You acknowledge and agree that Cooper & Barr Opticians will use GoCardless as a third party to process your Direct Debit fee and will keep records of these details for membership of the scheme. Any change of third party direct debit collector will be notified in writing at least 30 days prior to the change.

By signing the membership agreement application, we will process your personal data in order to operate and manage the membership programme. Furthermore, this indicates your consent to receiving email, telephone, sms and postal marketing messages from Cooper & Barr Opticians regarding our goods and services as well as your recall notifications.

If you do not want to receive some or all such messages please tick here regarding the type of contact you do not wish to receive:

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|-----|--|-----------|--|------|--|
| sms | | telephone | | post | |
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I agree to the above terms and conditions.

Signed:

Date:

Cooper & Barr Staff member: