

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

## Privategp.com Ltd Our terms – for signing at the clinic

### 1. These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you as a private patient of Privategp.com Ltd, and which accompany the Patients' Guide and pricing terms which you can find on our website at <https://www.privategp.com/patient-guide/>.

1.2 **Why you should read them.** Please read these terms carefully before you use our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions in relation to these terms, please contact us to discuss this.

1.3 **Important.** Please note the following:

- (a) A minor under the age of 18 is only permitted to use the services if the minor's parent or guardian makes a booking for an appointment and the parent or guardian is present during the appointment, the only exception being that minors between the age of 16 and 18 can attend an appointment with or without a parent present (but the booking for the appointment must still be made via their parent or guardian);
- (b) You must not use our services for any inappropriate purposes (including, without limitation, to obtain clinically inappropriate prescriptions);
- (c) Following an appointment with one of our doctors you must seek further medical advice from us or another healthcare professional if you have any concerns about the information given to you by one of our doctors or if your condition changes, and **you must seek immediate medical assistance if you suffer adverse or unexpected effects of any treatment, medicine or healthcare product recommended to you by one of our doctors;**
- (d) You acknowledge that any information on our website, including about medical cannabis, is for general educational and informational purposes only and is not intended to amount to advice from a doctor on which you should rely.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

## **2. Information about us and how to contact us**

- 2.1 **Who we are.** We are Privategp.com Ltd registered in England and Wales under company number 05940682 and have our registered office at Beech House, 3 Knighton Grange, Road, Stoneygate, Leicester, Leicestershire, LE2 2LF ("**the Clinic**"). We are regulated by the Care Quality Commission ("**CQC**") (registration number 566454930). The CQC is the independent regulator of all health and social care in England.
- 2.2 **How to contact us.** You can contact us at Beech House, 3 Knighton Grange, Road, Stoneygate, Leicester, Leicestershire, LE2 2LF on 01162700373 and info@privategp.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## **3. Our services**

- 3.1 **Our services.** We offer consultations for a variety of services. **A full list of our services is available on our website, but should a service not be included on our website please do contact us to find out if we can offer the service you require.**
- 3.2 Services are provided by doctors who have all required qualifications and registrations. Our doctors will make an expert assessment to evaluate the treatment you require. Our team of expert clinicians will take into account your medical history, national guidelines, and your particular needs. Our multidisciplinary clinical team can provide medical treatment for a number of conditions. Our expert clinicians' postgraduate training will have included either specialist training, and/or biological systems medicine training, which will assist them in evaluating the treatment you require.
- 3.3 Where you instruct your doctor to do so, we may send a report or communicate with other third party healthcare professionals relating to the treatment and services we are offering you at the Clinic. This is very important to anyone who is experiencing a chronic illness.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

- 3.4 **Additional information.** You can find additional information about our services including the duration of appointments, the opening hours of the Clinic and repeat prescriptions in our Patients' Guide here <https://www.privategp.com/patient-guide/>.
- 3.5 **Making an appointment.** You can make an appointment for our services by telephone or by attending the Clinic. Appointments are subject to availability and are only made available to you at our sole discretion. We do not make any guarantee as to the availability of any single doctor at any time.
- 3.6 **Information we need from you.** We will need to take some information from you to provide the services:
- (a) Certain personal details will be taken from you in order to confirm your appointment, details of which are set out in our Privacy Notice available on our website;
  - (b) If you have a letter of referral then please bring it to your appointment together with any details of existing or previous medication taken for your current conditions;
  - (c) Full and accurate information about your medical history and current symptoms will need to be disclosed to the doctor who treats you prior to your consultation. You will need to complete a registration document and a detailed questionnaire on your medical history. This allows your doctor not only to direct you from a traditional medical perspective but also to understand some of the root causes that may underlie your condition, particularly if it is a long-term chronic condition.
- 3.7 **What happens if you do not provide information we need?** If you do not provide us with information we need we may not be able to treat you and we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

## 3.8 **How we will accept your order for our services.**

- a) A new patient: When you make an appointment for our services as a new patient you are making an offer to buy our services. Your offer will only be accepted by us and a contract formed when we have confirmed your appointment in writing and you have paid the full consultation fee upfront as a form of deposit to secure your appointment in accordance with clause 4.5(a). If we are unable to accept your appointment, we will inform you of this in writing and will not charge you for any services.
- b) An existing patient: When you make an appointment for our services as an existing patient the contract you entered into when accepted as a new patient will continue to apply and we will charge you for the consultation fee in accordance with clause 4.5(b). If you are an existing patient as at the time these terms and conditions take effect, we will ask you to enter into a contract with us as if you were a new patient so that both you and we are clear about the terms on which our services are provided.

3.9 **Receiving medication.** You understand and accept that there is no guarantee that any of our doctors will issue you with a prescription including a prescription for medical cannabis. Issuing of prescriptions is at the sole discretion of our doctors. You will be able to collect your prescription from a pharmacist or the Clinic and in relation to medical cannabis you will receive your medicine from a selected pharmacy via a prescribed medical prescription. The time taken to dispense prescriptions can vary. **You understand and accept that private prescriptions are fulfilled at a charge and time unique to the fulfilling pharmacy, which is not under our control or the prescribing doctor's control. It is your choice as to whether you have any prescription fulfilled and at what cost.**

3.10 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

3.11 **Reasons we may suspend the services.** We may have to suspend the services to reflect changes in relevant laws and regulatory requirements or make changes to the services as requested by you or notified by us to you, which may affect your appointments. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services which means an appointment is delayed by more than four weeks.

3.12 **Referrals.** Should you be experiencing complex medical symptoms which requires specialist attention we may, where appropriate, refer you to a specialist medical practitioner or consultant who may not work at the Clinic? We are not responsible or liable for any advice or treatment an external medical practitioner offers you, regardless of whether we made the original referral.

## 4. Our charges

4.1 **Cost of treatment.** The prices for consultations with our doctors and other services are set out on our website as at the date you make an appointment, unless we have agreed another price in writing. We will confirm our prices before accepting your appointment. You will need to pay the selected pharmacist which dispenses your prescription directly for your medication (as described in clause 3.7 above).

4.2 **Costs on a time spent basis.** You may incur additional costs for email correspondence with your doctor, requested medical reports or other reports or correspondence; telephone calls conducted by the doctor on a time spent basis and laboratory fees. Wherever possible we will notify you of these costs prior to providing you with our services but, in the event we are unable to, our prices will be as set out in the Pricing guide on our website. This will be documented and kept on our internal records. You will be charged for these costs in addition to the cost of treatment.

4.3 **VAT.** Appointments are exempt from VAT but where VAT is applicable to any of our services, our prices always include VAT at the applicable rate.

### 4.4 **Payment.**

a) A new patient: we will take payment at the time you make our appointment, either online or by following up your appointment with a telephone call.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

- b) An existing patient: We request that all invoices are paid immediately after your consultation has taken place. Alternatively, we may agree to issue an invoice for our services within 5 working days of the date of your appointment. Invoices must be paid within 30 days of the date of the invoice.
- 4.5 The Clinic has agreements in place with various laboratories both in the UK and abroad. Due to our specialist training in biological systems medicine, we have access to laboratories which are more research-based, dealing with biological systems. These laboratories are either stand-alone or research based in association with universities. As these tests are not available in the NHS, they are naturally less frequently used and costs can be high. Costs and information relating to all tests, including systems biology tests will be discussed with you, we will also provide you with written information regarding the laboratories, which includes information on how data is to be processed, for you to decide whether you wish to progress with the respective test that may be appropriate for your needs.
- 4.6 **Late payment.** We can charge interest if you make any payment late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of HSBC 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.
- 4.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on properly due sums from the original due date.
5. **Changes to the services**
- 5.1 **Your right to make changes.** If you wish to make a change to the services, for example to request to see a different doctor to the one allocated for your appointment or if you want to change the date of your appointment, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

5.2 **Our right to make changes.** We may change the services to reflect changes in relevant laws and regulatory requirements and/or for business reasons, for example because a particular doctor or appointment time is not available. In addition, we may make changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract.

## 6. **Your rights to end the contract**

6.1 **You can always end the contract before the services have been supplied and paid for.** You may contact us at any time to end the contract for the services, including by cancelling an appointment, but in some circumstances we may charge you certain sums for doing so, as described below.

6.2 **You may cancel an appointment at any time on giving 24 hours' notice.** You may cancel any appointment at any time by notifying us in writing. You will not be charged if you cancel an appointment up to 24 hours before the scheduled start time of the relevant appointment.

6.3 **You will be charged if you cancel an appointment on less than 24 hours' notice.** If you cancel an appointment within 24 hours of the scheduled start time of the relevant appointment you will be required to pay for the cost of the appointment. You accept that we are not responsible and will accept no liability for any costs, expenses or losses that you suffer as a result of your failure to properly cancel any appointment with 24 or more hours' notice.

6.4 **You may also cancel the contract for the following reasons:**

- (a) if the services are faulty or misdescribed;
- (b) we have told you about an upcoming change to the services or these terms which you do not agree to;
- (c) we have told you about an error in the price or description of the services and you do not wish to proceed;
- (d) there is a risk that supply of the services may be significantly delayed because of events outside our control;
- (e) you have a legal right to end the contract because of something we have done wrong.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

- 6.5 **In the above circumstances**, you may cancel the contract for services and no fees will be payable. Where possible we will offer to arrange a new appointment for you as soon as possible or another appropriate remedy. If this is not acceptable to you, we will refund any sums you have paid in advance for services which will not be provided and, in some circumstances, you may also be entitled to compensation.
- 6.6 **Our right to terminate.** We may end the contract between us, terminating your right to use the services, if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, as described in clause 3.3 above;
  - (b) you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
  - (c) you seriously (as reasonably determined by us) or repeatedly breach any of these terms.
- 6.7 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will try to let you know in advance of our stopping the supply of the services.
7. **If there is a problem with the services**
- 7.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us initially. For further information on our dispute resolution procedure please refer to clause 9.7.
- 7.2 **Your legal rights.** Nothing in these terms will affect your legal rights. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call Citizens Advice on 03454 04 05 06.
8. **Our responsibility for loss or damage suffered by you**
- 8.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

8.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## 9. Other important terms

9.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

9.2 **You may only transfer your rights or obligations under these terms with our written consent.**

9.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

9.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

9.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

9.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.

# PRIVATE GP

PRIVATE GENERAL PRACTICE SERVICES

- 9.7 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any medical complaint, you may contact the Independent Doctors Federation (IDF) and, separately, the Chief Executive Officer will consider your complaint with input from the doctor at the Clinic who you are complaining about. If your complaint is not resolved or you are unhappy with the outcome proposed by IDF, IDF will refer your complaint to the Independent Sector Complaints Advisory Service (**ISCAS**) who will undertake an adjudication procedure and report their findings back to you, us and IDF. Further information can be found via our *complaints procedure for patient's policy*, which you can find on our website. Please do contact us for further information.

By signing these terms and conditions you are agreeing to them.

Signed: \_\_\_\_\_

Patient name: \_\_\_\_\_

Date: \_\_\_\_\_