

Linbury Doctors Membership Terms and Conditions

Last Updated: June 2023

We are The Linbury Doctors Ltd a company registered in England and Wales under company number 12798741 and with our registered office at The Field House, Naunton Beauchamp, Pershore, United Kingdom, WR10 2RF ("**we**" "**us**" "**our**").

This page tells you information about us and the legal terms and conditions ("**Conditions**") on which we provide our private general practice services ("**Services**") to a patient ("**you**"), whether you are a private member of Linbury Doctors Group ("**Member**") or whether you are a non-Member attending any of our Linbury clinics ("**Clinic Patients**") or accessing our Services on a pay per consultation model ("**PPC Patient**").

These Conditions are split out depending on how you are accessing our Services:

- Members should refer to Section 1;
- Clinic Patients should refer to Section 2; and
- PPC Patients should refer to Section 3.

All patients should also refer to Section 4 which includes our general Conditions which apply to all Services.

If you are unsure which sections apply to you, please contact us by calling 0333 050 7338 or by emailing us at info@linburydoctors.co.uk.

Please read the relevant sections of these Conditions carefully before you start to use our Services, as these will apply to your use of our Services. We recommend that you print a copy of this for future reference.

By using our Services, you confirm that you accept these Conditions and that you agree to comply with them.

We may amend these Conditions from time to time as set out in clause 4.15(e). Every time you wish to use the Services, please check these Conditions to ensure you understand the terms which will apply at that time.

LINBURY DOCTORS IS NOT AN EMERGENCY SERVICE AND, FOR ANY CONDITION THAT IS A MEDICAL EMERGENCY, 999 SHOULD ALWAYS BE CALLED IN THE FIRST INSTANCE.

Medical emergencies can include (but the following is not an exhaustive list):

- **loss of consciousness;**
- **an acute confused state;**
- **fits that are not stopping;**
- **persistent, severe chest pain;**
- **breathing difficulties;**
- **severe bleeding that cannot be stopped;**
- **severe allergic reactions; and**
- **severe burns or scalds.**

1. Section 1: Conditions for Members

1.1 Our Member Services

- (a) For Members, the Services will include telephone, email, or video consultations and clinic, home or work visits (in the territories set out in clause 1.1(c) with our Doctors (the "**Doctors**") as more fully described on our website at www.linburydoctors.co.uk ("**Site**") and subject always to our fair use terms described in clause 1.1(e). Also included are written private prescriptions, referral letters, liaison with third parties involved in your medical care, and associated administrative costs. To ensure continuity, we aim to ensure that you will always see your assigned Doctor, unless they are on annual leave or unwell. In this situation, cover will be provided by another Doctor.
- (b) The Services will not include privately conducted laboratory tests, annual 'Well Man/Woman' health checks, immunisation, blood tests, swabs, urine samples, appointments at the Clinic, vaccinations and medical examinations for insurance purposes as more fully described on our Site ("**Additional Member Services**" (referred to as Additional Services in Section 4)). The Additional Member Services will be charged separately as set out in clause 1.3(b) below.
- (c) Our Services to our Members are provided in the following territories: Gloucestershire, Warwickshire, Worcestershire, Wiltshire and Oxfordshire ("**Territory**").
- (d) We are open 365 days of the year and we provide our Services in the Territory from 8am until 6pm Monday to Friday (excluding bank holidays), and 9am to 2pm Saturday, Sunday and bank holidays for urgent and prearranged appointments. In addition, we provide phone advice from 8am until 6pm Saturday, Sunday and bank holidays. We provide urgent same day and pre-bookable appointments which will usually be with your own Doctor, Monday to Friday. Weekend cover may rotate between the Doctors.
- (e) Included in the monthly membership fee is unrestricted access to our Services, whether telephone consultations, email advice or home/work/clinic visits, subject to fair usage as detailed in this clause. Where we (in our reasonable opinion) believe that your use of the Services in any month is excessive, one of our directors shall discuss this with you and following our discussions we may amend your membership fee structure accordingly to reflect your usage of the Services, or in extreme circumstances terminate your membership.
- (f) We reserve the right to reject any application submitted to us to be a Member or terminate your membership upon notice to you, if, in our reasonable and professional opinion, we do not think the Services would be beneficial or provide value to you. An example of these circumstances would be where you are diagnosed with a chronic or life-threatening illness, which we reasonably believe would be better treated in the NHS system.

1.2 Member Appointments

- (a) Members should access our Services and book appointments via the dedicated telephone number and email address provided to you at the time of registration. You are encouraged to give us as much advance notice as possible for same day appointments. If we receive your same day appointment request after 1.00pm, then such appointment will be arranged appropriately at the doctor's discretion.
- (b) We do not guarantee the availability of any particular Doctor at any particular time. We will do what we can to arrange a consultation with a Doctor as soon as possible, but do not guarantee to offer consultations within a particular time.
- (c) If you are under the age of 18, then we reserve the right in our sole discretion to require you to be accompanied by a parent or guardian at the time of all appointments. Please refer to clause 4.7 in respect of terms applying to children under the age of 18.

1.3 Members Fees and Payment

- (a) Full details of our membership tiers and fees structure are available in our fees document contained within your membership application pack, on our Site or by request. Our Service will commence when we are in possession of the completed membership and direct debit forms.
- (b) Additional fees will be incurred for any: (i) Services used by you in any month in excess of the fair use terms set out in clause 1.1(e); (ii) Additional Member Services; and (iii) visits to the Clinic (which will be charged for separately and in line with the Conditions in Section 2). Fees will be calculated on a per item of Service, in addition to our monthly membership subscription and you will be informed of any additional costs prior to incurring the same. These additional fees will be invoiced to Members in arrears on a monthly basis using the details provided by you when signing up to be a Member. Please refer to clause 4.3 on how we will contact you.
- (c) All membership fees payable by you under these Conditions are inclusive of amounts in respect of value added tax chargeable for the time being.
- (d) If you fail to make any payment due to us under these Conditions by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclay's Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. In addition, if you fail to make any payment due to us under these Conditions by the due date for payment, then we reserve the right to suspend provision of the Services to you until full payment of the overdue amount is received by us.
- (e) You shall pay all amounts due under these Conditions in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

1.4 Termination of Members

- (a) Without limiting our other rights and remedies, we may, in our absolute and sole discretion, at any time terminate your membership under these Conditions with immediate effect for any reason, including if:
- (i) you fail to make payment under clause 1.3 within the required timelines;
 - (ii) we reasonably believe that the Services are no longer suitable for you, such as where you have been diagnosed with a chronic or life-threatening illness which would be better managed by the NHS or we have safeguarding concerns in respect of our duty of care to you;
 - (iii) you do not comply with our fair use policy under clause 1.1(e); or
 - (iv) you do not comply with our zero tolerance policy under clause 4.12(c).
- (b) Members may cancel their membership with us at any time by giving us 30 days' written notice. If you end your agreement with us under this clause, we will refund the proportion of the fees you have already paid reflecting the remaining complete months of the membership period following the effective date of your cancellation. It remains your responsibility to inform your bank of any payment changes, including cancellation of your direct debit. We are unable to do so on your behalf.
- (c) You may also end your agreement with us by calling us on 03300507338 or emailing us at info@linburydoctors.co.uk if:
- (i) the Services are unavailable for reasons outside our control as set out in clause 4.13; or
 - (ii) you do not agree with a material change we propose to make to these Conditions under clause 4.15(e).
- (d) You may cancel your agreement with us and your membership within 14 days of the day on which your membership begins ("**Cancellation Period**"). We will refund your membership fee to you within 14 days from the day on which we receive your cancellation notice provided that, if you use the Services within the Cancellation Period and you subsequently choose to cancel the membership within the Cancellation Period, we may reduce the amount of any refund (or take payment from you) to recover the cost of any appointments booked with Doctors via our Services. These will be priced according to the pay as you go rates published on our Site rather than the membership fee pro rata to the period of your membership period, to reflect reasonable use.

2. Section 2: Conditions for attending our Clinic

2.1 Our Clinic Services

- (a) Clinic Patients (which can include Members or PPC Patients) may book to attend any of our private Linbury clinics (the "**Clinics**"). At the Clinics, the Services include: consultations with our Doctors, health checks, joint injections, blood tests, vaccinations and immunisations. Please note, for all treatments we require you to

book an initial consultation with a Doctor in the first instance to discuss your needs and any further diagnostics or treatment being undertaken.

- (b) Note that the writing of prescriptions or referral letters or other services outside a routine consultation is considered an additional service ("**Additional Clinical Services**" (referred to as Additional Services in Section 4)), and not included in the price of the consultation.

2.2 Clinic Appointments

- (a) Appointments to attend the Clinic can be made by visiting www.linburyclinics.co.uk and booking an appointment at a time which is convenient for you.
- (b) If you are under the age of 18, then we reserve the right in our sole discretion to require you to be accompanied by a parent or guardian at the time of our medical assessment.
- (c) Please allow a minimum of 24 hours' notice if you need to cancel your appointment. Appointment cancellations need to be notified to us by calling 0333 050 7338 where we will be happy to rearrange your appointment to another time. Any cancellation received with less than 24 hours' notice will incur the full charge for the appointment and no refund will be provided.
- (d) All appointment cancellations made more than 24 hours in advance will incur a 10% cancellation fee. We can offer to rearrange your appointment free of charge if your appointment is cancelled more than 24 hours in advance.
- (e) We aim to provide the best possible service to all our patients and therefore request that you telephone 0333 050 7338 if you are running late. If you are running late, we will make all possible efforts to ensure you are seen by our Doctors but if this is not possible you may be asked to reschedule your appointment or wait until one of our Doctors becomes available later the same day.
- (f) If you are more than 10 minutes late for your appointment, we may not be able to accommodate you. In this case, we may need to reschedule your appointment and you shall be charged another appointment fee. We will do our best to reschedule your appointment for another day or time that is convenient to you.
- (g) You hold us and the Doctor completely free of liability under every circumstance relating to your reason for initial consultation in the event that you are late and your appointment is cancelled.

2.3 Clinic Fees and Payment

- (a) All Clinic consultations require full payment in advance to secure your booking. This excludes payment for any medication, tests or procedures which will be payable on the day of your appointment. Pre-payment for the Clinic appointment is required a minimum of 24 hours in advance of your appointment. We reserve the right to cancel an appointment if pre-payment has not been made within 24 hours of the appointment.

- (b) Costs of all Additional Clinical Services will be discussed with you by your Doctor before going ahead. It is essential that you bring an appropriate method of payment with you to your appointment to cover all costs of the agreed Additional Clinical Services.
- (c) Refunds for appointments cancelled more than 24 hours in advance under clause 2.2(d) will be made to the card used for the original payment. It may take 5 to 7 working days for a refund to appear back into your account. All refunds will incur a 10% administration/cancellation charge.
- (d) It is not possible to process refunds for medications, vaccinations, investigations or treatments once they have been administered or dispensed, or refunds for Services or Additional Clinical Services that have already taken place.

3. Section 3: Conditions for PPC Patients

3.1 Our pay-per-consultation (PPC) Services

- (a) In limited circumstances and at our sole discretion, we may agree to provide the Services to you on a pay-per-consultation basis at your home or place of work within the Territory. If further investigation or testing is required, it shall be provided in accordance with clauses 4.8 and 4.9 and shall be deemed an additional service ("**Additional PPC Services**" (referred to as Additional Services in Section 4)).

3.2 PPC Appointments

- (a) If we agree to provide the Services to you on a pay-per-consultation basis, you can book an appointment with a Doctor at any time and location (within the Territory) that suits you by calling 0333 050 7338 or by writing to us on info@linburydoctors.co.uk. You may only book an appointment if you are at least 18 years old. If you are a parent or guardian of a PPC Patient who is under 18 years old, you hereby agree to these Conditions on the PPC Patient's behalf. We will confirm our acceptance of your appointment request verbally on the phone to you or by sending you an e-mail that confirms the appointment details. A contract will only be formed between us and you when we provide this confirmation. It is your responsibility to ensure that the patient details provided for the appointment are accurate and up-to-date.
- (b) If you are under the age of 18, then we reserve the right in our sole discretion to require you to be accompanied by a parent or guardian at the time of our medical assessment.

3.3 PPC Fees and Payments

- (a) The fees for any Services and Additional PPC Services shall be as set out on our Site or as notified to you at the time of booking. We reserve the right to require payment of any fees upfront before the provision of any Services to you, or alternatively we will submit our invoice for the Services and/or Additional PPC Services once the Services and/or Additional PPC Services have been provided. Please note, the writing of private prescriptions or referrals shall not be included in the consultation price, and shall be deemed an Additional PPC Service under this Section 3.

4. Section 4: General Conditions applying to all Services

4.1 We can only provide the Services and the Additional Services (which for the avoidance of doubt shall include the Additional Member Services, Additional Clinical Services and the Additional PPC Services) in accordance with these Conditions if you provide us with the information we need in order to help you. Any information you give to us or to a Doctor, must be accurate and in English.

4.2 You agree that:

- (a) any instructions you are given by Doctors are our recommendations, and if you do not follow such instructions then we may not be able to provide the Services to you;
- (b) you shall follow any instructions regarding the use of any medicines or healthcare products we recommend or prescribe (including in respect of use-by dates);
- (c) you shall report any adverse or unexpected effects of treatments we recommend to us; and
- (d) you will tell us if any of our information about you is or becomes inaccurate or incomplete.

4.3 Privacy

- (a) We are registered with the Information Commissioner's Office and adhere to the requirements of all applicable data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679).
- (b) By using our Services, you agree to the processing of personal data to enable us to carry out work on your behalf. We will not disclose personal data to any third party without your express consent, unless in a medical emergency where it may be deemed in your best interest. In such cases, we stringently adhere to published General Medical Council guidance on the use of personal data.
- (c) All clinical records are fully encrypted and stored on secure servers conforming to industry standards. For further information, please see the privacy policy provided to you in your membership application pack, on the Site or as otherwise provided to you.
- (d) We may provide copies of invoices for the Services and any Additional Services to you at your nominated email or postal address. Please note, that our invoices contain a breakdown of your treatment and therefore may contain personal information. By providing us with your contact details, you are consenting to us sending information in respect of the Services to you. If at any time you would like us to change how we communicate to you in respect of the Services, please contact us by us by calling 0333 050 7338 or by emailing us at info@linburydoctors.co.uk.
- (e) When we provide Services or Additional Services to you which do not produce instant results, we will ask how you would like to receive your results. If you do not specify how you would like to receive particular results, then we will send your results to the contact details provided at the time of making the appointment or joining as a Member (as applicable). If you would prefer to receive your results or any updates in respect

of the Services in a different way, then you will need to let us know at your initial appointment.

4.4 Medications dispensed

- (a) Any prescriptions given will have to be taken to the pharmacy of your choice and dispensed on a private fee paying basis independently of NHS prescription cost. You understand that the cost of the private prescription is not influenced in any way by us or our Services and the cost of the medicine is unique to the fulfilling pharmacy. Furthermore, we and the Doctors are not responsible for the dispensing or cost of any medication. You agree that the dispensing of the medication remains the responsibility of the individual pharmacist.
- (b) In addition, we subscribe to Signature Rx which allows the Doctor to send your electronic prescription securely to most pharmacies within the United Kingdom. Please ensure that you check with the pharmacy of your choice that they offer this service before you collect your medication.
- (c) Our Service is not a prescription fulfilment service. Only after a consultation booked in accordance with these Conditions will a medication be prescribed by mutual agreement being reached between you and the Doctor under circumstances that are appropriate, legal and responsible. The final issuing of a prescription is at the sole discretion of the Doctor.
- (d) You understand, accept and agree that any prescription given to you is solely for personal use. If you lose a prescription, a copy may be reissued by the Doctor and may be subject to an additional cost. You accept that the Doctor has the right to refuse to issue a copy of the prescription should it be deemed inappropriate. You must keep any medicines securely and do not allow others (especially children) to use them.

4.5 Our Doctors

- (a) All of our Doctors are registered with the General Medical Council and the Care Quality Commission, additionally holding valid licences to practice as GPs. We are subject to annual appraisal, and adhere to the process of continuing medical education and revalidation as set out by the General Medical Council. All Doctors hold appropriate valid medical malpractice indemnity insurance with approved UK medical defence organisations.
- (b) All Doctors who have signed up to provide prescriptions through the Services have undertaken to comply with the General Medical Council Guidelines on remote prescribing, essential standards of quality and safety as enforced by the Care Quality Commission and copies of these can be found at <http://www.gmc-uk.org> and <http://www.cqc.org.uk>.

4.6 NHS GP

- (a) You understand that no third party (including your NHS GP) is under any obligation to action any instruction or recommendation provided by a Doctor.
- (b) Our Doctors are not a replacement for your NHS GP, and we strongly recommend and encourage you to maintain your registration with your NHS.

4.7 Children

- (a) A parent or guardian of a child under 18 may register that child to receive Services from us. Where a child is registered as a Member, a parent or guardian residing at the same address as the child must also be a Member.
- (b) Where a parent or guardian has registered a child to receive Services from us, that parent or guardian agrees to be bound by these Conditions. References to "you" or "your" will also be to the parent or guardian of a child under 18.

4.8 Further investigations

- (a) In order to formulate a diagnosis and treatment plan it may be necessary for the Doctor to advise further investigations. You understand that any investigation initiated by the Doctor will be on a private and fee paying basis. An investigation may be a blood test, urine test, swab, X-ray or ultrasound. You understand that for blood tests, urine analysis and swabs payment, the Doctor will require payment upfront and prior to collection of the specimen. You understand that any imaging such as x-rays and ultrasound will be paid to the private provider who performs the imaging which has been outlined to you by your Doctor. Once the investigation is performed it is solely your responsibility to follow up the result with the Doctor at a mutually convenient time using an appropriate and secure form of communication. This in most cases will be either face-to-face during a follow-up appointment or over the phone.
- (b) You are not obliged to pay for any further investigation however by not performing an investigation that is advised by a Doctor, you agree to hold us and the Doctor completely free of liability under every circumstance arising from the initial consultation.
- (c) In the circumstance that further investigations are advised by the Doctor but you are unable to or do not wish to pay, you are advised to see their NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any investigation advised by a Doctor.

4.9 Further treatment

- (a) You understand that a Doctor may refer you to a specialist directly on a private fee paying basis and if you have private health care insurance this may be covered under your policy. You understand that it is your responsibility to check with their private insurance whether the cost of further referral and investigation is covered under your policy. If you do not have private insurance you can still be referred to a specialist on a private self-pay basis only. You will be solely responsible for arranging your private appointment with any specialist for further treatment, and we will not in any way be responsible for these costs.
- (b) You are not obliged to pay or use health insurance but you understand and accept that in the event that a specialist referral is advised and you do not want to seek private further care, you agree to hold us and the Doctor completely free of any liability under every circumstance relating to your initial consultation.
- (c) In the circumstance that onward referral is advised by the Doctor but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You

are aware that your NHS GP is under no obligation whatsoever to fulfil any referral or any element of a treatment advised by a Doctor you have seen using our Services.

- (d) In some circumstances the Doctor will advise the follow-up with themselves to monitor response to treatment or convey the results of investigation. You understand that you are not obliged to have this follow-up however by not doing so, you hold us and the Doctor completely free of liability for any circumstance arising from the initial consultation.

4.10 Cancellation of your appointment

- (a) You accept that due to the nature of general practice, we and the Doctors registered with our practice, do not guarantee that an appointment will necessarily be kept at the exact time stipulated as the booked appointment. You understand that there can potentially be a wait time of 30 minutes for your appointment and once this time has elapsed, you have the option of either rebooking or waiting with no refund or (where you are not a Member) receiving a full refund without consultation.
- (b) Without limiting our other rights or remedies, a Doctor may cancel an appointment by giving you twenty four hours' notice which may be sent via email, a SMS text message to the mobile phone number supplied by you or via the Services.

4.11 Limitation of liability

Because these Conditions are part of a binding legal agreement, we must compensate you for loss you suffer if our Service does not comply with these Conditions. However, we do not compensate you for all losses. Please read this section carefully to understand any limitations on how we must compensate you.

- (a) If we break any of these Conditions and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaking of these Conditions.
- (b) We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaking these Conditions or caused by an event outside our control provided we have taken the steps set out in clause 4.13. We are also not responsible for something you could have avoided by taking reasonable action, including following the Doctor's reasonable instructions.
- (c) Please note that we only provide our Services for domestic and private use. We shall under no circumstances be liable for any business losses.
- (d) You accept that it is your responsibility to ensure that the patient details provided for your consultation are accurate and up-to-date.

4.12 Other limits on our Services

- (a) For home visit services, we can provide a chaperone service for examinations upon your prior request. If you decline such chaperone service or we are unable to organise the service for any reason, we reserve the right to decline assessments that may be perceived to place our medical staff at risk. We do not therefore offer routine obstetric care or gynaecological examinations as part of our Service unless we have previously

discussed such care with you, although we are happy to advise on further appropriate management.

- (b) Doctors may hold different clinical opinions on the same medical condition or symptoms and, provided these opinions are reasonably held, the fact that two or more Doctors give different opinions in the course of Service provision does not necessarily indicate that our Services are defective.
- (c) We do not tolerate abuse or offensive behaviour towards Doctors and staff. Our Doctors and staff have a right to care for others without fear of being attacked or abused, whether this may be verbally or physically. To successfully provide our Services a mutual respect between all the staff and patients has to be in place. We do not tolerate abuse or offensive behaviour and any such behaviour may result in you being refused Services, your membership being cancelled in accordance with clause 1.4(a) and, in extreme cases, the Police being contacted.
- (d) Our Doctors speak English and Arabic. We do not deliver services in any other language, although interpreters can be provided upon request.
- (e) Our Doctors are registered to provide the Services in the United Kingdom, and cannot provide the Services to patients located outside of the United Kingdom. If you are located outside of the United Kingdom and seek any of our Services or advice from our Doctors (whether you are a Member or otherwise), we reserve the right to refuse to provide the Services until you have returned to the United Kingdom.
- (f) Any laboratory test is sent to one of our partner laboratories. The partner laboratories are separate entities from us and to the extent permitted by law we disclaim any liability for any acts or omissions of the partner laboratories.
- (g) We may need to ask you for certain personal information in order to provide our Services. If you do not provide this information when requested, we may be unable to provide our Services.
- (h) We may suspend your access to Services or terminate your membership with us if your use of Services breaches any of these Conditions.

4.13 Events outside our control

- (a) For the purposes of these Conditions, an Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport network, epidemic, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) We shall not be liable to you as a result of any delay or failure to perform any of its obligations under these Conditions as a result of an Event Outside our Control.

4.14 Feedback and complaints

- (a) You can always give us feedback on our Services by calling or emailing us via the details provided on our Site.
- (b) In the event that you wish to make a complaint, you may do so by emailing us at the email address noted above or by writing to us at The Linbury Doctors Ltd, The Field House, Naunton Beauchamp, Pershore, United Kingdom, WR10 2RF. We request that all complaints are made in writing and as soon as possible after the event so that we may establish what occurred in a timely manner.
- (c) We will allocate a senior member of our team to deal with the issue raised in your complaint. The senior member of our team allocated to your complaint will investigate every aspect of the complaint and discuss it with all those concerned or involved.
- (d) If any disagreement between you and us arises in connection with these Conditions, we will attempt to resolve it by discussing it with you.
- (e) We endeavour to resolve all complaints quickly. We will acknowledge your complaint within three (3) working days and will aim to have it fully investigated within twenty (20) working days from the date we receive it. We will write to you to let you know of any delays to this timescale.
- (f) Upon completing our investigation, you will receive a letter setting out the outcome of our investigation into the complaint. We will ensure that you receive an apology if appropriate, and we will take any and all actions necessary and reasonable to ensure that problem is not repeated if we have done something wrong, we will apologise to you.
- (g) Our Doctors are registered healthcare professionals, and we will handle your complaint in an appropriate way, as required to do so by the professional rules that apply to them and to our services, and following our complaints procedure.
- (h) If we have not resolved a disagreement about these Conditions, or a complaint about our services, either of us can refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution's independent mediation scheme for patients (<https://www.cedr.com/consumer-disputes/healthcare/mediation/introduction>).

4.15 Other important terms

Assignment and other dealings

- (a) If there is any proposed transfer of our rights and obligations under these Conditions, we will always notify you in writing and this will not affect your rights under these Conditions.
- (b) You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Conditions.

Severance

- (c) Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

Third parties

- (d) This contract for our Services is between you and us, and no-one else. Only you can enforce that agreement (although a parent or guardian may enforce their agreement on behalf of a person under 18 whom receives our services).

Variation

- (e) We may need to change these Conditions sometimes, for example, when the rules regulating our Services change, in order to ensure that our Services are secure and your information is safe, or when we update or modify our Services or our fees. If we make a change to these Conditions that affects your rights or obligations, we will notify you. Please look at the top of this page to see when these Conditions were last updated and which Conditions were changed. Every time you book an Appointment through us, the Conditions in force at the time of booking will apply to the contract between us.

Governing law

- (f) These Conditions are governed by English law. You and we both agree to submit any disputes arising from or in relation to these Conditions to the exclusive jurisdiction of the English courts. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. We encourage all patients to follow our complaints policy and if not satisfied to then refer the dispute to mediation in accordance with clause 4.14(h).