MEYERCLINIC

# Medical & Aesthetic Appointment Terms and Conditions

## For Doctor, Nurse, Therapist & Clinical Assistant Led Appointments

Please read these important terms and conditions carefully before you arrange an appointment.

If you require emergency medical attention, or any other treatment that is urgent, we strongly advise that you contact your NHS General Practitioner (GP), or the emergency services. The Services and Advice that we provide to you are for non-urgent circumstances only and are in no way intended to replace the services of the NHS or your GP.

By receiving these services, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions, we will be unable to provide these services for you.

These Terms and Conditions (T&Cs) apply to medical and aesthetic appointments which are delivered by Meyer Clinic Doctors, Nurses, Therapists & Clinical Assistants.

They include, but are not limited to, the following appointment types:

- Menopause, hormones, and wellbeing consultations
- Skin consultations
- Aesthetic treatments
- Mole checks
- Wellwoman / wellman / wellperson screening

They exclude bookable appointments for visiting consultants:

- Gynaecologist
- Cardiology
- Oculoplastic
- Dermatology

Consultations and appointments which are booked through Meyer Clinic for our visiting consultants will be subject to their own T&Cs.

We may amend our Terms and Conditions from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes. We may also notify you of changes to our privacy policy by email.

## Definitions

**'Advice'** means any medical advice or information provided by us to you in whatever form whether via the telephone, by video call, in email, by letter or in person Medical

**'Appointment'** means the agreed time for an appointment / consultation arranged and reserved through our booking system.

**'Associated Services'** means health and wellbeing services provided by our third-party suppliers. These include our partner pharmacies (Pharmacierge and Signature RX) who prepare and dispatch your medication and our partner laboratory (TDL Doctors Laboratory & Randox) who carry out blood and laboratory testing, allied health testing including, but not limited to, Fagron, Dutch testing.

**'Booking Confirmation'** means the email confirming your appointment / consultation

**'Charges'** means the fees for our services as shown on the price list of our website

**'Complex Medical History'** means that you are experiencing or have experienced medical issues including (but not limited to) breast cancer; reproductive surgery; or other gynaecological or obstetric issues

**'Consultation'** means an Initial Consultation or Follow Up Consultation with one of our doctors

**'Contract'** means the booking form(s) and these terms and conditions

**'Effective Date'** means the commencement date of the Contract being the date of the Booking Confirmation email for your appointment / consultation

**'Follow Up Consultation'** means any subsequent consultations following your Initial consultation with us for the provision of

**'Health Care Professional or HCP'** means a health care practitioner (doctor, nurse, and /or health care assistant) who works with us and provides Advice and delivers appointments.

**'Initial Consultation'** means your initial Appointment with us for the provision of certain Advice

**'Medical History Questionnaire'** means the Meyer Clinic Medical History Form or pre-consultation questionnaire

**'Medicine'** means the medicines prescribed as part of the Services

**'Menopause Symptom Checker'** means the questionnaire based on the validated and widely used Greene Climacteric Scale

**'Overseas'** means a person who's domiciled outside the UK, Channel Islands and Isle of Man

**'Services'** means an appointment or consultation including (but not limited to) menopause, phlebotomy, well women screening and cervical screening.

**'System Provider'** means our clinical records system and video conferencing service provider, Semble

**'We', 'us'** or **'our'** means Meyer Health Ltd and **'you'** or **'your'** means a Patient.

**'Website'** means our MeyerClinic website located at www.meyerclinic.co.uk

## Who we are:

Meyer Health Limited, a company registered in England and Wales under company number: 06681155

Our registered office is at Main Road Fishbourne PO18 8AN

We are regulated by the Care Quality Commission (CQC) under registration number: 1-10854012048. Meyer Clinic has received an overall rating of GOOD by the CQC.

We subscribe to the General Medical Council Standards of Good Practice.

We follow British Menopause Society guidance and always aim to provide evidence-based care in line with National Institute for Health and Care Excellence guidance (NICE).

## How to contact us

You can contact us by phone or email.

Our website is www.meyerclinic.co.uk.

Our email is: info@meyerclinic.co.uk.

Our phone number is: 01243 771455.

We are open Mon, Tues, Thur, Fri 08:00-16:00, Wednesday 08:00 – 18:00 excluding bank holidays. Saturday by appointment.

## 1. Your Privacy and Personal Information

1.1 Our Privacy Policy is available on the footer of our website.

1.2 Your privacy and personal information are important to us. Any personal information which you provide to us will be dealt with in accordance with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

1.3 Your personal information will be stored on our secure system via our System Provider, Semble.

1.4 We will use our secure System Provider to share documents with you including, but not limited to, post consultation letters and invoices. We will also use the System to message and email you.

1.5 If you email us, in doing so, you consent to us replying and including your patient data if appropriate.

1.6 We keep all your data securely and never pass it to third parties without your permission.

1.7 Meyer Clinic may collect, store and use the following kinds of personal data:

1.7.1 information about your visits to and use of this website

1.7.2 information about any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;

1.7.3 information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications.

1.7.4 We may collect information about your computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the website's usability, and for marketing purposes.

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser. Find out more on our Cookies page.

**1.8 Using Your Personal Data**

Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

- improve your browsing experience by personalising the website;
- send to you marketing communications relating to our business which we think may be of interest to you where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications to be sent by emailing us).

### 1.9 International Data Transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

If you are in the European Union, information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in the European Union. You expressly agree to such transfers.

### 1.9.1 Security of Your Personal Data

We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping any passwords confidential. We will not ask you for your password.

## 2. Providing consent

2.1 We will never share your details with another Healthcare Provider/organisation outside of Meyer Clinic without talking to you first and obtaining your consent.

2.2 If you are seeing other practitioners or doctors at Meyer Clinic, it may be helpful for us to share personal and medical information; we will always ask your consent before we do this.

2.3 We may need to share your details with Associated Services and you agree to give us your consent to share your personal details including your name, address, date of birth and contact details. Our Associated Medical Services we use for blood and cervical screening are our partner laboratories, TDL Doctors Laboratory, Randox and our partner pharmacies Pharmacierge and Signature RX. Allied health testing including, but not limited to, Fagron, Dutch testing

2.4. We will never share your details with a third party that we have not made you aware of.

## 3. Booking Appointments for Consultations and receiving Services

3.1 All appointments can be booked by calling 01243 771455 and speaking to the Meyer Clinic Reception Team. Some appointments are available to book online through Meyer Clinic website.

3.2 If you are a new patient, a unique patient profile will be created. This profile will include the following information - your full name, your date of birth, your full postal address including postcode, your mobile phone number, your email and your gender.

3.3 Bookings automatically generate email confirmation and reminders. We may also need to contact you by phone regarding your appointment.

3.4 In order to receive our Services, you must be aged 18 or over. If you are under the age of 18 years old you may receive our Services only with the consent of your parent or guardian.

3.5 If you are not domiciled in the UK, Channel Islands or Isle of Man you are classed as an overseas patient. Overseas patients are not able to register with us and we are unable to offer you a consultation and treat you.

3.6 If your appointment is taking place by video, you must be in the UK when your appointment takes place. This is due to our doctors medical indemnity. You accept there will be no refund if on the day of your appointment you are not in the UK and attempt to access your appointment.

3.7 We will communicate our acceptance of your booking with a Booking Confirmation sent by email. You need to read this in full as it may contain important information about your appointment and may include links to questionnaires. (inc Consent Form)

3.8 The Contract will commence on the Effective Date which is the date the Booking Confirmation email is sent. However, before we can provide the Services, you must ensure that you complete the necessary Questionnaires that are included in the Booking Confirmation.

3.9 Until and unless we communicate our acceptance of your Appointment for your Consultation with a Booking Confirmation email, your request for an Appointment has not been accepted and no Contract for the provision of Services has been entered into. We may also contact you to say that we are unable to proceed with your Appointment after we have provided our Booking Confirmation. This is typically for the following reasons; we have not received all or part of the Questionnaires, we are unable to carry

out the Services at the agreed time of the Appointment (this may be because, for example, due to staff illness, we have not received payment for the Services).

## 4 Carrying out of the Services

4.1 We will carry out the Services as set out in the relevant Booking Confirmation unless agreed otherwise.

4.2 You acknowledge that our ability to carry out the Services might be affected by events beyond our reasonable control. If this is the case then there might be a delay before we can begin or resume the Services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to start or restart the Services as soon as those events have been resolved.

## 5 Payment

5.1 Deposits or full payment is required upon booking for all appointment types. Any balance remaining must be paid on the day of your appointment by cash or card payment.

5.2 We do not accept cheques.

5.3 We accept all debit and credit cards excluding American Express.

5.4 All prices are in pounds sterling (£)(GBP).

5.5 On booking, your card details will be securely stored with Stripe, our payment provider. Meyer Clinic only stores the basic metadata including the last 4 digits of the card on our System provider.

5.6 We shall incur no liability for the failure or data breach by any third-party provider including (but not limited to) Stripe, Semble, or providers of Associated Services to keep your information secure.

## 6 Your rights to cancel or reschedule an appointment

6.1 We are committed to working with as many patients as possible and we hope you understand that in order to do this we must operate a cancellation policy. We respect that your time is valuable, and we appreciate that you understand ours is too.

6.2 As a small business there are significant costs to us if clients cancel or rearrange last minute and we have little chance of filling last minute cancelled or rearranged slots.

6.3 If you are no longer able to attend your appointment, please try to give us as much notice as possible.

6.4 For all appointments you can cancel or reschedule your appointment at any time up to 24 hours before the appointment without charge and we will offer a full refund.

6.4.1 If we receive less than 24 hours to cancel your appointment you will not be eligible for a refund on any deposit paid

6.4.2 If you fail to attend your appointment, you are not entitled to a refund.

6.4.3 If no deposit or payment has been taken at the time of cancellation or failure to attend, you will be invoiced for the minimum charge applicable to your appointment, which will be due and payable upon receipt.

## 7 Our rights to cancel or reschedule an appointment

7.1 If we have to cancel your appointment due to illness or an unforeseen circumstance, we will contact you and either offer an alternative date or offer you a full refund.

## 8 Late attendances

8.1 We appreciate that sometimes there are unforeseen issues with travel arrangements. To provide the best possible service to everyone, we ask you to contact us if you are running late on 01243 771455.

8.2 We will try our best to accommodate you but if your practitioner is fully booked, your appointment may be shorter than scheduled and we will be unable to offer any refund.

8.3 If there is insufficient time to conduct the appointment, it will be deemed that you have failed to attend, and you will not be entitled to a refund.

## 9 Our rights to end the contract with you

9.1 We reserve the right to terminate the provision of all or part of the Services immediately at any time without any liability, by providing you with written notice. Such notice may be provided by email.

9.2 We may end the Contract immediately and cancel your access to the Services

9.2.1 If we are subject to any laws or regulations which require us to end your use of the Services

9.2.2 If you direct difficult, harassing, or abusive behaviour towards our members of staff

9.2.3 If you fail to provide true, clear and accurate information regarding your personal details, medical history and/or symptoms, or identification including (but not limited to) your failure to provide any of the questionnaires

9.2.4 If you fail to pay the Charges for the Services.

9.2.5 If you fail to attend an Appointment and have not cancelled the Appointment in accordance with the details above.

## 10 Your rights to end the contract with us

10.1 In the event you enter into the Contract you have the right to cancel this Contract (the agreement between you and Meyer Health Limited) upon written notice at any time.

10.2 To exercise the right to cancel, you must inform us of your decision to cancel this Contract by a letter sent by post or email using the contact details immediately above the 'How to Contact us' section of these terms and conditions.

## 11 Effects of cancellation

11.1 If you cancel this Contract in accordance with the clause above, we will reimburse all payments received from you unless you requested that we begin providing the Services during the cancellation period, in which case you must pay us for the Services we provided up to the time you told us that you want to cancel this Contract, including any appointments you have over the next week.

11.2 We will make the reimbursement without undue delay, and not later than 14 (fourteen) days after the day on which we are informed about your decision to cancel this Contract.

11.3 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

11.4 Notwithstanding the above, you may end the Contract with us at any time provided that there are no Charges outstanding upon notice in writing.

## 12 Pharmacy Services, Prescriptions and Associated Services

12.1 We may prescribe Medicines and/or recommend Associated Services, however we are not responsible for the supply and/or delivery of such prescribed Medicines, or Associated Services which shall in each case be the responsibility of the relevant third-party provider which shall have a direct contractual relationship with you.

12.2 All pharmacies are registered with the General Pharmaceutical Council (GPhC) https://www.pharmacyregulation.org

Information about a specific pharmacy can be found at https://www.pharmacyregulation.org/registers/pharmacy

In addition further information about a pharmacy can be obtained by contacting them directly on the number listed for that pharmacy.

12.3 All prescription Medicines dispensed, and all other products and services supplied by a pharmacy, are dispensed and supplied under that pharmacy's terms and conditions, a copy of which can be obtained directly by contacting the relevant pharmacy.

12.4 For the purposes of enabling the nominated pharmacy to verify your identification on collection of your prescription, you agree and consent to us sharing basic identification data with the nominated pharmacy. The pharmacy will contact you directly to process the prescription, including to confirm your details and, if the delivery option is selected, to arrange delivery.

## 13 No refunds

13.1 You agree to pay for the HCP's time for the Consultation regardless of the outcome and accordingly we will not provide refunds for Appointments attended.

## 14 Limitation on Our Liability

14.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any losses that were not foreseeable to you and us when the Contract was formed. To the extent permitted by law, we shall not be liable for:

14.1.1 Any loss, damage or distress arising from reliance on information or reliance on availability of the Associated Services or other Services provided by third parties

14.1.2 Any indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data or content), incurred by you as a result of the provision of the Associated Services or Services provided by third parties.

14.2 Subject only to the provisions of the clause above our total liability to you for any one event or series of related events shall not exceed the sum of 100% (one hundred percent) of the total amount paid by you for the Services giving rise to the liability in the 12 (twelve) months preceding the event from which the liability arose.

14.3 HCPs are independent specialists and are registered with the relevant governing body e.g. the General Medical Council (GMC), Nursing and Midwifery Council (NMC) and General Pharmaceutical Council (GPhC).

Their registration details and status can be found at www.gmc-uk.org, https://www.nmc.org.uk/ and https://www.pharmacyregulation.org/

14.4 Our HCPs operate either as employees of Meyer Health Limited or as independent contractors, in either capacity they are under a duty to provide their services with the knowledge, skill and care in accordance with the GMC, NMC, GPhC guidelines and regulations as applicable. Doctors are also required to carry professional indemnity insurance of at least £1,000,000 per claim.

14.5 The Advice and Services provided or offered to you by a HCP who is not an employee of Meyer Health Limited are the sole responsibility of that HCP.

Where appropriate the third-party HCP will provide us with reports and diagnoses in order that we can provide a bespoke Treatment Plan for you.

14.6 We are not able to guarantee the availability of any particular HCP.

14.7 Treatment Plans and Advice provided or offered to you by us are our responsibility.

14.8 We are a separate legal entity to any third party referred to in this Contract including the System Provider and any supplier of Associated Services.

## 15 Disputes

15.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out above.

15.2 Our Complaints Policy can be accessed on the footer of our website.