

VHK Women's Health Clinic - Terms and Conditions of business

A. Definitions

In these terms and conditions:

- 'Advice' means any medical advice or information provided by us to you in whatever form whether via telephone, video call, email or in person;
- 'Appointment' means the agreed time and date for a Consultation arranged and reserved through our booking system;
- 'Associated Services' means services provided by our third party suppliers including investigations, blood tests, diagnostics, imaging and pharmaceutical services;
- 'Booking Confirmation' means the email confirming your Appointment;
- 'Charges' means the fees for the Services and Medicines (as amended from time to time) as set out on our Website at www.vhkwomenshealth.com and payable in accordance with clause 5 below;
- 'Consultation' means an Initial Consultation or Follow Up Consultation;
- 'Consultation Summary' means a clinical summary of the relevant Consultation together with a Treatment Plan;
- 'Contract' means the booking form(s) and these terms and conditions;
- 'Effective Date' means the date of the Booking Confirmation for your Initial Consultation;
- 'Follow Up Consultation' means any subsequent Appointments following your Initial Consultation with us;
- 'Initial Consultation' means your initial Appointment with us;
- 'Medical History Form' means the VHK Women's Health Clinic patient medical history and pre-consultation questionnaire;
- 'Medicine' means the medicines prescribed as part of the Services;
- 'Remote Consultation' means a Consultation conducted via the System Provider video conferencing service or by telephone;
- 'Services' means the provision of private medical Advice relating to women's health issues including the Initial Consultation, any Follow-Up Consultation and any Treatment Plan;
- 'System Provider' means our clinical records system and video conferencing service provider;

- 'Treatment Plan' means your treatment plan devised by one of our doctors and agreed with you as part of an Initial Consultation or Follow Up Consultation and including, where relevant, advice on Medicines;
- 'Website' means the VHK Women's Health Clinic website located at www.vhkwomenshealth.com;
- 'we', 'us' or 'our' means VHK Education Ltd; and
- 'you' or 'your' means a patient.

If you have any questions about this Contract, please contact us by sending an email to contact@vhkwomenshealth.com.

Who we are:

We are VHK Education Ltd (trading as "VHK Women's Health Clinic") ("VHK"), a company registered in England and Wales under company number: 11529754. Our registered office is at: 59 Bittell Road, Barnt Green, Worcestershire, United Kingdom B45 8LX.

We provide the Services in-person, by telephone or via video conferencing service provided by our System Provider. The charges for the Services are set out on our Website at www.vhkwomenshealth.com. The provision of the Services to you by us are subject to these terms and conditions. We are not able to provide the Services to trans women.

We are regulated by the Care Quality Commission (the "CQC") under account number:1-12624076506 The CQC monitors, inspects and regulates health and social care services. For more details on what this means for you, see <https://www.cqc.org.uk>

We subscribe to the GMC standards of good practice, which can be found at <https://www.gmc-uk.org>

1 Introduction

1.1 Please read these terms and conditions carefully before you arrange an Appointment. These terms and conditions set out who we are, how we will provide the Services to you, how you and we may change or end the Contract, what our liability to you is and other important information.

1.2 We may amend these terms and conditions from time to time. Any amendment to the terms and conditions (and therefore the Contract) shall be effective on the date upon which we communicate the changes to you.

1.3 When booking an Appointment, you agree to receive the Services through Remote Consultation or in clinic and we reserve the right to conduct our Appointments either by Remote Consultation or in clinic Consultation.

2 Your privacy and personal information

2.1 Our Privacy Policy is available at www.vhkwomenshealth.com

2.2 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.

2.3 Your personal information will be stored on our secure system via our System Provider.

3 Booking Appointments

3.1 Below, we set out how and when a legally binding Contract between you and us is made.

3.2 To make an Appointment please go to www.vhkwomenshealth.com and follow the process for choosing Appointment type, date and time.

3.3 When you book an Appointment with us, you agree to provide us with true, accurate and complete information necessary for us to be able to provide the Services. This information may include the following:

3.3.1 your full name, including any middle names;

3.3.2 your date of birth;

3.3.3 your full postal address including post code;

3.3.4 your mobile telephone number;

3.3.5 your GP's name and address;

3.4 When you book an Appointment we will communicate our acceptance of your booking with a Booking Confirmation email. The Booking Confirmation will include a link to the Medical History Form.

3.5 The Contract will commence on the Effective Date and will end on the date 24 months following your last Consultation unless terminated earlier in accordance with its terms. However, before we are able to provide the Services you will need to complete the Medical History Form.

3.6 Until and unless we communicate our acceptance of your Appointment for your Initial Consultation with a Booking Confirmation 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:

3.6.1 we have not received all or part of the Medical History Form;

3.6.2 we are unable to carry out the Services at the agreed time of the Appointment (this may be because, for example, a doctor is unwell); or

3.6.3 we have not received payment for the Services or Medicines.

3.7 A Follow Up Consultation may only be undertaken in connection with the medical issue or problem discussed at an Initial Consultation. Any new medical issue or problem will require a further Initial Consultation.

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 We accept most credit cards and debit cards as payment for the Services. We do not accept cash or cheques.

5.2 In order to pay the Charges for the Services and Medicines, you will need to provide to us payment card details at the time of booking your Appointment.

5.3 Your card will be charged immediately after we issue a Booking Confirmation or upon requesting a prescription for Medicines. Your card will also be charged upon the occurrence of any of the events set out at clause 5.7.

5.4 You agree and authorise us to charge your debit or credit card with all Charges for the Services and Medicines that you have purchased. Any failure of authorisation processes will result in the Services not being provided and any Appointments booked will be cancelled.

5.5 Payment processing services are provided by Stripe. The payment details which you provide to us are passed directly to Stripe and will be subject to its terms of service (see: <https://stripe.com/en-gb/privacy>). By inputting payment card details, you are consenting to the use of the payment card details by Stripe for the purpose of paying for your order. If you have any questions relating to these services, please contact Stripe.

5.6 We do not store any of your payment card details on our systems and we shall incur no liability for the failure or data breach by any third-party provider including (but not limited to) Stripe, the System Provider, or providers of Associated Services to keep your information secure.

5.7 Your credit card or debit card will only be charged when:

5.7.1 we issue a Booking Confirmation; or

5.7.2 a prescription for Medicines has been ordered; or

5.7.3 you fail to attend an Appointment and do not cancel it in accordance with the provisions of clause 7.1. Any such failure will incur the full Charges for your Appointment. For the avoidance of doubt we will

charge your credit card for the full amount of the Charges for a Consultation if you do not attend an Appointment and have not contacted us to cancel the Appointment in accordance with the notice period in clause 7.1.

5.8 If your payment is not received by us in accordance with clause 5.7.3, we may charge interest on any balance outstanding at the rate of 4 (four) percentage points per year above Lloyds Bank plc's base rate.

6 Complaints

6.1 If you are unhappy with the Services please contact us using the details in the "Who We Are" section of these terms and conditions.

7 Your rights to cancel an Appointment with us

7.1 You may cancel your Appointment up to two working days before the confirmed day of your Appointment, in which case we will, subject to an administration fee of £25 refund the credit or debit card you provided at the time of booking. Any cancellation which is less than two working days' before your Appointment will incur the full charge for your Consultation. You may not cancel any order for prescription Medicines once paid for.

7.2 If you wish to cancel an Appointment, please contact us using the contact details immediately above the "Who We Are" section of these terms and conditions.

8 Our rights to end the Contract with you

8.1 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.

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

8.2.1 if we are subject to any laws or regulations which require us to end your use of the Services;

8.2.2 if you are difficult, harassing, or engage in abusive behaviour towards our members of staff;

8.2.3 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 fully and accurately complete the Medical History Form; or

8.2.4 if you fail to pay the Charges for the Services and Medicines in accordance with the provisions of clause 5 above.

8.2.5 if you fail to attend an Appointment and have not cancelled the Appointment in accordance with clause 5.7.3 above.

9 Your right to cancel your Contract with us

9.1 In the event you enter into the Contract with us remotely (by telephone or on-line), you have the right to cancel this Contract upon written notice to be received within 14 (fourteen) days of the Effective

Date without giving any reason. However, you do not have the right to cancel if you have requested for us to start providing the Services during this 14 day cancellation period and the Services are fully performed (i.e. the work is completed) during this period.

9.2 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 Who We Are section of these terms and conditions.

10 Effects of cancellation

10.1 If you cancel this Contract in accordance with clause 9 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:

10.1.1 for the Services we provided up to the time you told us that you want to cancel this Contract, which will be an amount in proportion to the Services performed up to that point in comparison with the full price under this Contract; or

10.1.2 the full price for the Services and Medicines under this Contract, if you lost your right to cancel this Contract because the Services were fully performed during the cancellation period.

10.2 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.

10.3 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.

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

11 Pharmacy Services, Prescriptions and Associated Services

11.1 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. Repeat Prescriptions will require a Follow Up Consultation.

11.2 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.

11.4 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.

12 No Refunds

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

13 End of the Contract

Termination of the Contract for any reason is without prejudice to any right or remedy accrued by either party immediately prior to the date of termination.

14 Limitation on our liability

14.1 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 any direct 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 indirect, consequential or not foreseeable. Indirect losses include loss of income or revenue, lost opportunities, inability to attend work etc.

14.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the including the right to receive services which are as described and match information we provided to you; supplied with reasonable skill and care.

14.3 We shall not be liable for any 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.

14.4 Subject to the provisions of clause 14.2, above our total liability to you for any one event or claim or series of related events or claims 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.

15 Third party rights

This Contract is between you and us. No other person has any right to enforce any term of this Contract.

16 Other Important Terms

16.1 If a court finds part of this Contract illegal, the rest will continue in force. Each of the clauses 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.

16.2 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 and it will not prevent us taking steps against you at a later date.

16.3 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.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

For services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

For further information see also: [Changing your mind about something you've bought - Citizens Advice](#)