

Cambridge Private Doctors Terms and conditions 2024

The Services

1. All medical services are offered following current best practice guidelines and following professional guidelines as recommended by the General Medical Council. Advice, services and treatment are given in good faith by the staff at Cambridge Private Doctors; however, it must not be assumed it is the only alternative available.
2. Cambridge Private Doctors act on information you give us, and we cannot be held responsible if you have not been truthful in the information you have supplied.
3. If a doctor or nurse deems it inappropriate to offer or administer treatment. Cambridge Private Doctors reserves the right to refuse the offer of treatment.
4. You will always be offered a chaperone if you need to undergo an intimate examination; this will either be a nurse or a female member of the reception staff.
5. Children under sixteen years of age will not be seen unless accompanied by a parent or a person who is 'in loco parentis'.
6. X-ray results, blood and laboratory tests are usually received within seven days but be aware some investigations take longer to process, and it is in the nature of this service that from time to time the specimen taken will be found unsuitable for analysis or will need to be resubmitted.
7. Prescriptions are issued on a private basis and can be dispensed at any high street chemist, at the Nuffield pharmacy or delivered by our online dispensary partner - Pharmaciege. The Patient must meet the cost except where the cost of medication is advertised as included in the consultation fee.
8. Prices are subject to change without notice. However, the cost of treatment will always be discussed with the Patient before the provision of the service.
9. If during the course of medical consultation and investigation, it becomes apparent that the diagnosis is different or more complicated than initially thought it might become necessary to re-quote for the service.
10. No information or advice given by Cambridge Private Doctors or the doctor shall be deemed to be the only, the best or the most effective method or procedure concerning the matter or condition in question.

CPD Service General Terms

1. CPD is a provider of private healthcare. All fees for our services are located in the fee's sections of our practice leaflet. CPD reserves the right to change the fees for services as deemed necessary and will ensure that our fees section is updated regularly to reflect the most up to date prices.
2. All consultations entered into with a CPD clinician, be they doctor, nurse or pharmacist are subject to a consultation fee.
3. All clinicians are responsible for their own clinical practice and for any advice, investigations or any treatments that they provide during the consultation.
4. CPD will only provide consultations with the Patient. We cannot give consultation on a relative or friend without prior written permission.
5. Enquiries answered by the administrative team via email or telephone is for guidance purposes only. CPD will not be held responsible for the accuracy of such information given outside of the formal consultation with clinicians.
6. CPD does not provide an out of hours emergency service.
7. We cannot accept responsibility for non-receipt of emails or unobtainable telephone numbers.
8. Our staff have the right to work in an environment from violent, threatening or abusive behaviour, and everything will be done to protect that right. At no time will any violent, threatening or abusive behaviour be tolerated.

This Web Site

9. Use of the Cambridge Private Doctors website constitutes acceptance of the terms and conditions as set out in this disclaimer. If you disagree with the terms and conditions, please do not use this web site.
10. Although we aspire to provide and maintain a high standard of accuracy, Cambridge Private Doctors does not guarantee the information provided in this site is free from all errors. We will remove any inaccuracies or mistakes brought to our attention.
11. Cambridge Private Doctors does not warrant that this site and/or webserver are free of viruses or bugs.
12. Cambridge Private Doctors do not exert any control over external sites linked from/to our web pages and make no representations regarding the information contained in them.

Telephone and Web-Based Advice

Staff may offer advice about matters such as how the service operates and how to book appointments. Specific medical advice from a doctor or nurse by telephone or by the web-based service will only be offered to registered patients. Medical consultations by phone and web-based consultation are charged following the listed fees.

Where Cambridge Private Doctors provides medical advice by a doctor via telephone or a web-based service, and by the nature of the service, you understand that without the benefit of a physical examination, the doctor will give advice based on the history and symptoms that you have provided to him or her. Any treatment or management option suggested by the doctor is based on the information given by you.

Emergency Treatment

Cambridge Private Doctors is not a twenty-four-hour service. If you are unable to make contact with Cambridge Private Doctors, you must contact your local emergency services.

Our Professional Obligations

All of our GPs providing the medical services to you do so as principal, and we cannot be liable for any loss or damage howsoever caused by the GP. We will observe the requirements and regulations that apply to us from the Care Quality Commission and require the Medical Practitioners to comply with the principles and values on which good practice is founded, as laid down by the General Medical Council.

Medical Practitioners are all subject to regular appraisal and adherence to the process of continuing medical education under the auspices of the relevant Royal Colleges. Our GPs are self-employed professionals acting as principals who are individually responsible to you as medical practitioners for the quality and provision of their services and are fully indemnified by their relevant Medical Defence Union.

All General Practitioners will have practising privileges at the Nuffield and are subject to the professional obligations associated therewith

- We are not associated with the Nuffield except that we have practising privileges to provide medical services from the hospital
- Also, we are not associated with any private insurer

Terms and Conditions - MyWebGP and Cambridge Private Doctors

Terms and Conditions and Data Protection

These Terms and Conditions set out the basis on which Cambridge Private Doctors (“CPD”) can assist you with your health needs (e.g., Consultations, referrals, minor procedures and investigations).

Places, hours of business and means of contact:

Our Doctors practice out of Cambridge Private Doctors Nuffield Health Hospital,

4 Trumpington Rd, Cambridge CB2 8AF .

The telephone number is 01233 885257

The appointment/enquiry line is open between 9 am to 6 pm on weekdays.

We are closed on Sundays and Bank Holidays. An answering service is available outside of working hours.

We do not provide an emergency service

Please note, if your email/telephone enquiry needs a reply, and you do not receive it within a reasonable period, it is your responsibility to follow this up.

Our email address is:

enquiries@cambridgeprivatedoctors.co.uk

Chaperones Policy

The rights of the Patient:

All patients are entitled to have a chaperone present for any consultation, examination or procedure where they feel one is required. Patients have the right to decline the offer of a chaperone. However, the clinician may feel that it would be wise to have a chaperone present for their mutual protection, for example, an intimate examination on a young adult of the opposite gender.

If the patient still declines, the doctor will need to decide whether or not they are happy to proceed in the absence of a chaperone. This will be a decision based on both clinical need and the requirement for protection against any potential allegations of improper conduct.

Consultations involving intimate examinations:

If an intimate examination is required, the clinician will:

- Establish there is a need for an intimate examination and discuss this with the Patient.
- Allow the Patient to ask questions.
- Obtain and record the Patient's consent.
- Offer a chaperone to all patients for intimate examinations (or examinations which may be construed as such). If the patient does not want a chaperone, it will be recorded in the notes.

The Patient can expect the chaperone to be:

- Available if requested.
- Pleasant/approachable/professional in manner, able to put them at ease.
- Competent and safe.
- Clean and presentable.
- Confidential.

When a chaperone is not available:

There may be occasions when a chaperone is unavailable (for example on a home visit or when no trained chaperone of the appropriate sex is in the building). In such circumstances, the doctor will assess the circumstances and decide if it is reasonable to go ahead without one.

Complaints Policy

Cambridge Private Doctors operate a complaints procedure system for dealing with complaints.

HOW TO RAISE YOUR CONCERNS

We hope that most problems can be sorted out easily and quickly, often at the time they arise and with the person concerned.

If your problem cannot be resolved in this way and you wish to make a complaint, we would like you to let us know **as soon as possible** – ideally within a matter of days or at most a few weeks – because this will enable us to establish the facts more easily. However, if this is not possible, please let us have details of your complaint within six months of the incident that caused the

problem. Alternatively, within six months of discovering that you have a problem provided, this is within twelve months of the incident.

You can make your complaint in writing or by telephone.

To complain about the service, you have received from anyone at the Practice you should contact:

Cambridge Private Doctors
Nuffield Health Hospital,
4 Trumpington Rd
Cambridge CB2 8AF
T: 01223 967995

WHAT YOU CAN EXPECT

The Complaints Procedure is thorough and fair, and you can expect the following outcome:

- A full explanation of what happened from the service point of view.
- An apology if one is due.
- An explanation of what has been learnt from the complaint and action taken to prevent a recurrence in the future.

HOW WE WILL DO THIS

These are the steps taken to try to reach a local resolution and a satisfactory outcome:

- You will receive an acknowledgement within three working days of receipt of your complaint letter.
- When we look into your complaint, we will give clear information as to who will be taking responsibility for investigating the complaint. We will invite the complainant to discuss the resolution plan with the Practice if they wish to do so and give a clear timeline for doing so.
- We will investigate how the matter can be prevented from recurring, keeping complainants informed at regular intervals; send a written response after the investigation detailing the above. Patients have the right to discuss their complaint with ICAS (Independent Complaints Advocacy Service).

COMPLAINING ON BEHALF OF SOMEONE ELSE

Please note that we keep strictly to the rules of medical confidentiality. If you are complaining on behalf of someone else, we have to know that you have their permission to do so. A note signed by the person concerned will be needed unless they are incapable (because of illness) of providing this.

If you are satisfied with the response to the complaint, this will close the complaint.

IF YOU REMAIN DISSATISFIED

- If you are not satisfied with our written response:
- You should explain why you are not satisfied, identify issues that you feel have not been addressed fully, and the Practitioner/service will be asked to review the matter.
- You can meet with us to try to reach a satisfactory outcome. We call this a Local Resolution Meeting. If you feel that it would benefit you to have someone to accompany you to such a meeting and to put your views across/assist you in doing so, you can contact the Independent Complaints Advocacy Service (ICAS). They are a completely impartial and independent organisation.
- An independent Mediator can sometimes be involved to assist in achieving local resolution. Mediators are trained in the skills of resolving disputes and are familiar with the NHS and Primary Care. They are independent of the service and do not personally know the parties involved in the complaint. The mediator will listen to all aspects of the complaint and assist in finding a resolution to the problem.
- Either party can request mediation, but both parties must agree before it can proceed.

IF LOCAL RESOLUTION HAS NOT BEEN ACHIEVED

Occasionally it will not prove possible at a local level to resolve matters to the complainant's satisfaction. You have the option in these circumstances to take your concerns to a second stage by referring your complaint to the Parliamentary and Health Service Ombudsman, requesting that the complaint be reviewed.

The Ombudsman will only review a complaint if it has first been taken up locally through the Complaints Procedure. *The contact details for the Ombudsman are at the end of this leaflet.*

CONTACT DETAILS

NHS Complaints Advocacy Service (POhwer)

Tel: 0300 456 2370

www.pohwer.net

Parliamentary and Health Service Ombudsman

Millbank Tower

Millbank

London

SW1P 4QP

Tel: 0345 015 4033

The Care Quality Commission is the regulator of Health and Adult Social Care in England. They make sure that the care people receive meets essential standards of quality and safety and encourage ongoing improvements by those who provide or commission care. Members of the public may contact the Care Quality Commission at any time to inform them of any concerns.

Care Quality Commission

CQC National Correspondence Centre

Citygate

Gallowgate

Newcastle upon Tyne

NE1 4PA

Tel: 03000 616161

<http://www.cqc.org.uk/contact-us>

Billing and invoices

1. If you are claiming your medical expenses on insurance, we can bill/invoice your insurance company but ONLY if we have prior written authorisation to bill them directly by letter or by email.
2. If there is no prior arrangement, we will gladly see and treat you, but we will invoice you personally, and you can forward our receipt to your insurers for reimbursement.
3. Ultimately the bill remains the responsibility of the Patient if the insurance company fails to settle
4. If you fail to attend your appointment without notifying us within 12 hours of the appointment, we reserve the right to bill 50% of the fee
5. There will be extra charges for investigations/imaging and X-rays/referral letters. This will always be discussed with you during the appointment

Cambridge Private Doctors Data Privacy Notice – January 2024

Why do we collect your data?

Cambridge Private Doctors collects the personal data of our patients to provide the best possible health care to our patients.

We collect data about your:

- name
- address
- date of birth
- email

so that we can verify your identity when we provide you with health care.

We collect data about your contact details to contact you regarding your direct health care.

We collect medical information about you to inform decisions about your health care.

What data do we collect about you?

Your medical records consist of:

- Your medication, past and present
- A history of medical consultations and the problems addressed in those consultations.
- A history of medical diagnoses
- A history of diagnostics and test results
- A history of immunisations and allergies
- A history of referrals
- Clinical letters and discharges sent to your GP by hospitals and other healthcare institutions
- A history of appointments

We only collect information relevant to your health care on your medical record. However, this does sometimes include details of social support and care packages where these are relevant to your health care.

How we use your data

Clinicians

We respect the confidentiality of our patient's data, and understand that confidential information is provided by patients to an individual clinician within the confines of a consultation. Our clinicians work as a team to provide the best possible care to our patients. Clinicians also occasionally consult each other about individual patients to ensure the patient is given the best possible advice.

Non-Clinical Staff

Our administrative staff access your medical records to support the doctors providing your care. For example, the medical secretaries will access your records to process a referral made by the doctor on your behalf.

Using your data for purposes other than direct patient care

We use your contact details to send text messages like appointment reminders and to e-mail newsletters and similar bulk e-mail communications.

How we protect your data

Your medical records are stored electronically on our clinical system, SEMBLE. SEMBLE is a UK-based clinical systems supplier for GPs and fully complies with data protection regulations.

All staff receive annual training in information governance and have confidentiality clauses written into their contracts. In addition, an audit trail is created each time someone accesses your medical record, be it a doctor or a staff member. Any inappropriate staff access or misuse of confidential information constitutes gross misconduct.

Who are our Data Processors?

In addition to SEMBLE, we use a small number of other data processors to assist us in processing your data.

Specifically, we use:

Xero, Stripe, Chaser and GoCardless for billing

MailChimp for practice newsletters.

We are not sharing medical information about you with these organisations.

Confidential paperwork, including letters from hospitals, are scanned onto your electronic records and then shredded.

Sharing your data for direct patient care

We share your data with other healthcare providers for direct patient care. Except in exceptional circumstances (see below), this will always be with your consent. For example, you and your GP may agree that referring you to a hospital consultant is appropriate. Your consent to the referral implies that your GP shares relevant parts of your medical record with the consultant and his team.

Sharing data for direct patient care without your consent.

We will share data about you for direct patient care but without your consent where:

1. We are required to do so by law
2. There is an immediate and significant risk to your or somebody else's safety.
3. A doctor takes the view that it is in your best interests to do so, and that you do not have the mental capacity to take the decision yourself.

Data sharing for research and complying with legal obligations.

Cambridge Private Doctors are not active in any medical research and do not sell your data to any other organisation.

Your rights

– Our patients have the right to access their medical records and to have inaccurate data corrected.

All our patients have a right to see the entire contents of their medical records at no cost.

Requests should be made in writing rather than verbally.

We reserve the right to remove any information relating to a third party – for example, a separate letter containing confidential information about another patient.

In this situation, the patient asking to release all records will be notified of any omissions.

We will reply within one month.

We reserve the right to refuse or charge for manifestly unfounded requests. or excessive.

If we refuse a request, we will tell the individual why and that in case of conflict, you have the right to complain to the supervisory authority and a judicial remedy. You must do this without undue delay and, at the latest, within one month.

You have a right to have inaccurate data corrected.

We will investigate any reported inaccuracies and, where appropriate, correct them with an audit trail of what was corrected and why.

Your medical records will be retained for eight years or until death,

Contact details of the practice data controller:

Dr Rob Howlett, Cambridge Private Doctors, Nuffield Health Hospital, 4 Trumpington Street, Cambridge

enquiries@cambridgeprivatedoctors.co.uk

– **Contact details for the data protection officer**

Dr Rob Howlett, Cambridge Private Doctors, Nuffield Health Hospital, 4 Trumpington street,
Cambridge
enquiries@cambridgeprivatedoctors.co.uk

– The purposes for processing the data and the legal basis for processing the data –

Processing is for direct patient care in accordance with the Health and Social Care Act 2012
Articles 6(1)(e) and 9(2)(h)

– other legal bases when processing for reasons other than direct care include a direction under the Health and Social Care Act 2012 – where disclosures are a legal requirement the lawful basis and special category condition for such processing are: ‘...for compliance with a legal obligation...’ (Article 6(1)(c)) and Article 9(2)(h) ‘...management of health or social care systems...’;

– for medical research the lawful basis and special category condition are Article 6(1) (e) ‘...for the performance of a task carried out in the public interest...’

In the face of an objection from a patient, in many cases we would be likely to be able to demonstrate ‘compelling legitimate grounds’ for continued processing for the safe provision of direct care and processing which is necessary for compliance with a legal obligation.

We rely on legitimate interests as the lawful basis for processing patient data.

CPD has applied the three-part test to demonstrate that we have fully considered and protected individual’s rights and interests.

The three-part test as applied to CPD.

Purpose – the provision of medical care

Necessity – we cannot provide safe medical services to the patient without processing data.

Balance – We respect the interests & fundamental rights, and freedoms of our patients, which require personal data protection.

Consent

We do not ask for formal consent from patients to use an electronic medical record (this is stated clearly to all patients on booking appointments. Similarly, we do not formally ask for permission to share clinical information (usually when we refer - at the patient’s request- to another specialist).

Information is kept solely for the provision of medical care for our patients. Information is strictly personal between the patients and us. Any communication with outside agencies will usually be to secondary care medical services as an integral part of medical care provision to the patient.

This is in line with the official guidance.

Explicit consent under the GDPR is distinct from implied consent for sharing for direct care purposes under the common law duty of confidentiality.

The GDPR creates a lawful basis for processing special category health data when it provides direct care that does not require explicit consent.

A typical example of when consent can be implied is when a patient agrees to a referral from one healthcare professional to another. In these circumstances, when the patient agrees to the referral, this implies their consent to share relevant information to support the referral (unless the patient objects).

MyWebGP

1. Interpretation

“the services” means the services offered by MyWebGP through any name applicable at the time. “you” means the person who has requested provision by us of the private medical service.

“third party products” means any third-party products or services including (but not limited to) pathology, imaging, courier services, information technology providers.

“GP” any qualified General Medical Practitioner who supplies the service to you under this agreement.

2. Contracting Parties

Your contract is with:

Cambridge Private Doctors Nuffield Health Hospital,
4 Trumpington Rd, Cambridge CB2 8AF

T: 01223 967995

You are the person who has requested MyWebGP to provide services to you. Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) ACT 1999 to enforce any term of this agreement.

3. Our Professional Obligations

- We will supply you with a GP as set out below who will provide to you medical services with a reasonable standard of care and skill.

- All of our GPs providing the medical services to you do so as principal, and we cannot be liable for any loss or damage howsoever caused by the GP. We will observe the requirements and regulations that apply to us from the Care Quality Commission and require the Medical Practitioners to comply with the principles and values on which good practice is founded, as laid down by the General Medical Council.
- Medical Practitioners are all subject to regular appraisal and adherence to the process of continuing medical education under the auspices of the relevant Royal Colleges.
- Our GPs are self-employed professionals acting as principals who are individually responsible to you as medical practitioners for the quality and provision of their services and are fully indemnified by their relevant Medical Defence Union.
- We comply with the requirements of the Data Protection Act 1990 and the principles concerning data protection. By agreeing to these terms, you agree to the processing of personal data to enable us to provide the medical service to you.
- We will honour all rights conferred on you by the Distance Selling Regulations in so far as they apply to the services being supplied to you.

4. The Services

- Employees and agents are not authorised to make any representations concerning the services unless confirmed by a duly authorised representative of MyWebGP in writing. These terms and conditions constitute the entire agreement between you and MyWebGP concerning the provision of medical services.
- You acknowledge that MyWebGP gives no warranties or representations to you (whether express or implied) in respect of the services. In particular, whilst every effort is made to achieve any consultation response times quoted by MyWebGP, no warranty or guarantee is given that such consultation response time will be completed in any particular instance.
- MyWebGP gives no warranty or guarantee as to the availability of the service or the locations that the service will be delivered in or from.
- MyWebGP reserves the right to refuse to administer a treatment or arrange any test for or to you.
- The GPs can provide a private prescription as needed. Independent Dispensary will clearly explain the price of that medication, and you will be invoiced for any drug provided.
- Please be aware that the GPs will not prescribe controlled drugs.
- Although MyWebGP will try and accommodate for your wishes, MyWebGP cannot make any guarantees as to the gender or languages spoken of their doctors.

5. Your Obligations

- You shall provide to MyWebGP such information as is reasonably necessary to enable the consultation to take place including but not restricted to contact details, medical history and details of your current illness, this information must be accurate. Mywebgp accepts no responsibility for any adverse events or errors, which flow from the withholding of or provision of inaccurate information.

- MyWebGP is not an emergency service and is not able to respond rapidly to life-threatening situations. If you have a life-threatening condition or one that requires very rapid response, you should either call 999 for an ambulance or go straight to the accident and emergency department of the nearest hospital, whichever is most appropriate. Examples of this include chest pain and strokes.
- MyWebGP has a zero-tolerance policy concerning the abuse of our website or employees. Where a breach of this policy has occurred, we reserve the right to refer complaints, together with appropriate supporting evidence to the police.

6. Investigations

- Although most blood and laboratory test results are received within 24 hours, please be aware that specific test results may take longer to receive and some can only be disclosed subject to appropriate pre and post-test counselling.
- The GP will make every effort to inform you of the investigation results, however, MyWebGP takes no responsibility for the results if you fail to maintain your membership and we no longer have access to your portal.

7. Prices and Payment

- Prices are subject to change without prior notice, and costs of medication and investigations may vary depending on the type.
- Most prices will be published on the website, but MyWebGP will be able to advise where known, of other anticipated costs.
- Quotes for services may change if the patients assumed diagnosis turns out to be different from or more complicated than that initially quoted for.
- All membership fees must be paid for before an initial consultation.
- There may also be additional charges made by the third parties after the consultation, which may, for example, include the cost of medication at a pharmacy, an investigation at a private, hospital or clinic. You should seek advice on these changes directly from the third party.
- No payment will be deemed to have been received until MyWebGP has received the payment in full in cleared funds.

8. Communication Confidentiality and Privacy

- MyWebGP fully complies with the Data Protection Legislation and Medical Confidentiality guidelines.
- All medical information will be kept confidential, and it will be only disclosed to those involved with your care or treatment, including your GP and to their employees or agents. If you are seeking payment from a third party for the costs of your treatment, details of your treatment may have to be disclosed to them.
- Information may be disclosed to others to prevent fraud or improper claims.
- All test results, invoices, investigation results and other information of a confidential nature received from a third party in respect of you will remain confidential.

- It will not, without your prior consent, disclose such confidential information about you, other than to its professional staff, doctors working with MyWebGP, independent consultants and/or persons to whom it has delegated the running of aspects of the service and who require information so that the services can be provided to you.
- The restrictions in paragraph 8.1 do not apply to information which: (i) was in MyWebGP's possession before disclosure by you to us; (ii) hereafter comes into the public domain other than by default of MyWebGP; or (iii) was lawfully received by MyWebGP from a third party acting in good faith having a right of further disclosure or (iv) is required by law to be disclosed by MyWebGP.

9. Third-Party Products

- The services supplied to you or the Patient relies on the use of third-party products and services. These include, but are not limited to, medications, pathology and investigations.
- Where these are supplied or offered, this will be following the relevant licensor's or third party's standard terms and conditions.
- Any lists of third-party services provided by MyWebGP serve as a guide only, and MyWebGP makes no guarantee as to the availability of services or accuracy as to contact details.
- Where you use such third-party products or services, you do so on the basis that MyWebGP appoints the relevant supplier of the Third-Party Product or Service as your agent, with a direct contractual relationship arising between you and the relevant suppliers. Whilst MyWebGP shall make reasonable endeavours to ensure that any Third Party Product or Service are supplied to your satisfaction, MyWebGP accepts no liability in this respect, and you are responsible for checking compliance with their requirements and seeking any legal redress against the supplier if any problem arises.
- The payment amount charged by the Third-Party Product or Service will vary, and the additional cost of the Third-Party Product or Service will be paid directly to the supplier of the Third Party Product or Service.
- It will be the responsibility of you to check the availability and price of any service with the third-party supplier unless otherwise indicated by MyWebGP and where necessary calling first to find out if an appointment is required. The third-party supplier on arrival or delivery of the service may require payment, which is your responsibility to pay. If you have insurance that covers this fee, you should contact your insurer to explain the situation and get details of how payment will be processed when attending for the investigation.

10. Limitation of Liability

- You agree that if, as a matter of law, a duty of care, which would otherwise be owed to you by us, is hereby excluded. You further agree that you will not bring any claim against MyWebGP in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in any way with the services, with any advice given to or with other services provided to you.

- All warranties, conditions and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the contract.
- Nothing in these conditions excludes any liability or claim that cannot be excluded under English law or any liability or claim that cannot be excluded under any relevant professional rule or regulation.
- MyWebGP will not be liable to you in contract, tort (including without limitation, negligence), misrepresentation or otherwise for any:
 - the economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts overhead recovery, revenue or anticipated savings);
 - any damage to your reputation or goodwill; or
 - any other special, indirect or consequential loss or damage (even if we have been advised of such loss or damage) arising out of or in connection with the contract.
- MyWebGP's total liability in contract, tort (including without limitation, negligence), misrepresentation or otherwise arising out of or in connection with this contract (a "default") will be limited to the price paid or payable in respect of the services (or the relevant part of the service) to which the default arises.
- The provisions of this clause shall survive the termination or expiry (for whatever reason) of this contract.

11. Force Majeure

If the performance of this agreement of any obligation under it is prevented, restricted or interfered with because of circumstances beyond the reasonable control of that party obliged to perform it (including, without limitation, flood, fire, storm, strike, lockout, sabotage, terrorist act, civil commotion and government intervention) the party so affected shall (upon giving prompt notice thereof to the other party) be excused from performance to the extent only of the prevention, restriction or interference, always provided that the party so affected shall use all reasonable endeavours to avoid or remove the causes of non-performance and shall continue performance as expeditiously as possible as soon as such grounds have been removed.

12. Termination of Services

MyWebGP reserves the right to terminate the services, or not offer a service to persons in situations that for example include but are not limited to:

- (a) Where there has been a previous abuse of the service, or
- (b) Where there has previously been a serious breakdown in the professional relationship with MyWebGP and/or the Healthcare professional insomuch that safe and effective health care may not be able to be effectively delivered.
- (c) If there is an excessive or inappropriate use of the service - We will endeavour to resolve any issues by mutual consent

Such a decision is at the discretion of the GP, the Directors or any other relevant representative of MyWebGP, and may at their sole discretion extend to the previous clients and can include any of your known associates or family, for example, another family member residing at the same address.

13. Marketing, Website and Medical Information

Any medical information contained within the MyWebGP website, flyers or handouts, is to be treated for general information only and does not constitute business, medical or other professional advice, and is subject to change. The content should not be used for diagnosis or treatment of any medical condition, and MyWebGP cannot be held liable for any diagnosis made based on the content of this website or for any loss, damage, injury or expense resulting from the use of any of the content of this website. A responsible and licensed medical practitioner, whom you should consult if you have any concerns regarding your health, should make a diagnosis. Other appropriate professionals should also be consulted where appropriate.

MyWebGP does not accept any liability for the contents of any external sites listed, nor does it endorse any commercial product or service mentioned or advised on the website. While we have taken care to compile accurate information, we cannot guarantee its correctness and completeness.

While we have taken every care to compile accurate information and to keep it up-to-date, we cannot guarantee its correctness and completeness. The information provided on this site does not constitute business, medical or other professional advice, and is subject to change. We do not accept responsibility for any loss, damage or expense resulting from the use of this information.

We cannot guarantee uninterrupted access to this website, or the sites to which it links. We accept no responsibility for any damages arising from the loss of use of this information.

14. Help us to give you the right service/Complaints procedure

If at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you have received, please let us know by writing to us at our address.

16. General

- You may not without prior written consent assign or transfer the contract or any part of it to any other person.
- MyWebGP may without your prior written consent assign, transfer or subcontract the contract or any other part of it to any other person.
- Each of rights or remedies under these conditions are without prejudice to any other right or remedy which we may have under conditions or otherwise.
- Any notice or other document to be served under the contract must be in writing and may be delivered or sent prepaid first-class post or facsimile transmission. Any notice or

document shall be deemed served if delivered at the time of delivery, if posted, 48 hours after posting and if sent by facsimile transmission, at the time of dispatch.

- If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, it will, to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable. The remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.
- Failure or delay by either party in exercising any right or remedy provided by the contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- A person who is not a party to the contract will have no right under the contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.
- English Law will govern the contract, and the parties submit to the exclusive jurisdiction of the English courts.
- The terms and conditions can be changed at any time by MyWebGP to adapt the changing statutory requirements and trends in healthcare management.
- In performing the services, MyWebGP may process personal data belonging to you and agrees that it will in respect of such personal data observe all the obligations of a data processor under the Data Protection Act 1998.