

Standard Terms And Conditions Of Supply Of Services

My Family Doctor Ltd – STANDARD TERMS OF BUSINESS STANDARD TERMS AND CONDITIONS OF SUPPLY OF SERVICES
These Standard Terms of Business (“Terms”) set out the terms under which we, will provide private medical services to our clients (“you”) By requesting us to provide any services to you, you hereby agree to be bound by these Terms.

1. Interpretation

“The Services” means the services offered by My Family Doctor Ltd through any trading name applicable at the time

“You” means the person who has requested provision by us of the private medical service.

“Patient” is the person seen by the health care professional and to whom medical assistance is offered, where that person is not 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, messaging/telephone services, waste disposal, interpreters, information technology providers.

“GP” any qualified General Medical Practitioner who supplies the services to you or the patient under this agreement

2. Contracting Parties

2.1 Your contract is with My Family Doctor (“MFD”), which trades as My Family Doctor and My Hotel Doctor. The business is a limited company registered in England and Wales with company number 6562580, and the registered office address is 19 Cumberland Road, Stanmore, Middlesex HA6 1EL.

2.2 You are the person who has requested MFD to provide services to you and/or a patient.

2.3 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

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

3.2 All 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.

3.2 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.

3.3 The 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.

3.4 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. MFD is a referrals service arranging for those independent Medical Practitioners to attend on you and patients at various locations.

3.5 We comply with the requirements of the Data Protection Act 1990 and the principles in relation to data protection. By agreeing these terms you are agreeing to the processing of personal data to enable us to provide the medical service to you. Requests for access to personal data may be made in writing to MFD accompanied by a £10 fee.

3.6 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

4.1 MFD’s employees and agents are not authorised to make any representations concerning the Services unless confirmed by a duly authorised representative of MFD in writing. These terms and conditions constitute the entire agreement between you and MFD with respect to the provision of Medical Services.

4.2 You acknowledge that MFD 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 visiting times and consultation times quoted by MFD, no warranty or guarantee is given that such visiting or consultation time will be achieved in any particular instance.

4.3 MFD gives no warranty or guarantee as to the availability of the service or the locations that the service will be delivered in or from.

4.4 MFD reserves the right to refuse to administer a treatment or arrange any test for or to you or the patient.

4.5 GPs may carry basic medications that can be prescribed if required. The price of that medication will be clearly visible on the label and you will be invoiced for any medication provided by the GP. Please be aware that we cannot guarantee that GPs will always carry medication. However, where appropriate, a written prescription can also be issued, for collection at a pharmacy.

4.6 Please be aware that visiting GPs will not carry, nor will they prescribe, controlled drugs.

4.7 You must be aware that the individual skills of each GP or other medical practitioner can vary, and what can be treated and/or performed is up to the individual skills and discretion of each practitioner, and that MFD can make no guarantees for this.

4.8 Although My Family Doctor Ltd will try and accommodate for your wishes, MFD cannot make any guarantee as to the gender or languages spoken of the visiting doctors.

5. Your Obligations

5.1 You and/or the patient shall provide to MFD, the GPs or Health Care Professionals such information as may reasonably be necessary to enable the consultation to take place including but not restricted to, contact details, medical history and details of their current illness. It is vital that this information is accurate and MFD accepts no responsibility for any adverse events or errors, which flow from the withholding of or provision of inaccurate information.

5.2 MFD is not able respond rapidly to life threatening situations, neither are the doctors adequately equipped to deal with very ill clients. If you or the patient 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.

5.3 MFD has a zero-tolerance policy with respect to the verbal or physical abuse of our employees, visiting GPs and their families. This policy extends to damage to property. Where a breach of this policy has occurred MFD reserves the right to refer complaints, together with appropriate supporting, evidence to the police.

6. Investigations

6.1 Although most blood and laboratory test results are received within 24 hours, please be aware that certain test results may take longer to receive and some can only be disclosed subject to appropriate pre- and post-test counselling.

6.2 The GP will make every effort to inform you of the investigation results. However, MFD take no responsibility for the results if the contact information provided by you is incorrect or incomplete, or where you have moved address.

6.3 Where you have had an investigation, MFD would expect you to call MFD for the result of the investigation, should you not have heard from MFD or the GP, within four days of the test having been performed.

7. Prices and Payment

7.1 Prices are subject to change without notice and prices of medication and investigations may vary depending on type.

7.2 Most prices will be published on the website and in the patient guide, but the GP and/or MFD will be able to advise, where known, of other anticipated costs.

7.3 Where the GP carries medication, the prices of the medication will be clearly printed on the box or bottle of medication. This price will vary depending on the type of medication prescribed.

7.4 Quotes for services may change if the patient’s assumed diagnosis turns out to be different from or more complicated than that originally quoted for.

7.5 All fees must be paid at the time of the consultation. We accept all recognised cards and also accept cheques with a guarantee card and cash (Sterling) at the discretion of MFD and the Doctor or Health Care Professional. We provide receipts for all payments and this may be used to claim back the amount from your Health Insurance should you have appropriate cover.

7.6 Guarantee of payment, or a deposit, by way of credit or debit card will be taken by MFD on booking the consultation. The Client agrees that MFD will be able to take the balance of the consultation due from the credit or debit card in the event of non-payment by the client at the end of the consultation.

7.7 MFD on its web site provides a list of prices, which are a guide and subject to variation depending upon the treatment and services provided.

7.8 MFD will advise you of the initial consultation cost on booking the consultation. After the consultation, final cost to you will be notified by the doctor, and may include the price of arranging any additional investigations, medications, referrals or treatment as required.

7.9 There may also be additional charges made by 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 or the patient should seek advice on these charges direct from the third party. Where there are referrals for an investigation, or blood test, there will be a MFD administration charge. Please refer to our web site for the full details.

7.10 No payment will be deemed to have been received until MFD have received the payment in full in cleared funds

7.11 Prices may vary from the quoted price where the GP or healthcare professional attends at a time later than anticipated when the visit was booked. The doctor will endeavour to inform you if they are running later than expected.

8. Cancellation Fees

8.1 MFD will charge you a cancellation fee in the event of any of the following eventualities:

(a) If the person to whom medical services is to be provided to is not at the address that was supplied to MFD by you when you requested its Services.

(b) If you or the patient fails to meet a scheduled appointment

(c) If you or the patient cancels an appointment when the doctor has already been dispatched to the address.

(d) If you or the patient cancels a test or investigation that has already been taken and/or sent to the lab.

8.2 In respect of the circumstances set out at a, b and c above – the cancellation fee will be 100% of the quoted consultation fee. In respect of (d) above MFD will charge for the costs that have been already incurred for example the cost of the GP making the referral, and/or the price of individual blood tests that MFD are required to pay if the laboratory had received.

9. Communication Confidentiality And Privacy

9.1 MFD fully complies with Data Protection Legislation and Medical Confidentiality guidelines. MFD agrees that:

(a) 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.

(b) Information may be disclosed to others with a view to preventing fraud or improper claims.

(c) All test results, invoices, investigation results and other information of a confidential nature received from third parties in respect of you and the patient will remain confidential.

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- (d) It will not, without your prior consent, disclose such confidential information about you, other than to its professional staff, doctors working with MFD, 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.
- 9.2 The restrictions in paragraph 9.1 do not apply to information which: (i) was in MFD's possession prior to disclosure by you or the patient to us; or (ii) is now or hereafter comes into the public domain other than by default of MFD; or (iii) was lawfully received by MFD from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by MFD.
- 9.3 MFD retains the right to pass on to you suitable advertising material, including material from trusted third parties. For full details of our Privacy Policy, please see www.myfamilydoctor.co.uk/privacy. If you object to this please notify us in writing or by sending an email to info@myfamilydoctor.co.uk.

10. Third Party Products

- 10.1 The Services supplied to you or the patient relies on the use of third party products and services. These include, but not limited to, medications, pathology and investigations.
- 10.2 Where these are supplied or offered, this will be accordance with the relevant licensor's or third party's standard terms and conditions.
- 10.3 Any lists of third party services provided by MFD serve as a guide only, and MFD make no guarantee as to availability of services or accuracy as to contact details.
- 10.4 Where you or the patient uses such Third Party Products or Services, you do so on the basis that MFD 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 supplier. Whilst MFD shall all reasonable endeavours to ensure that any Third Party Product or Service are supplied to you and the patient's satisfaction, MFD accept no liability in this respect and you are responsible for checking compliance with their requirements and seeking any legal redress against the supplier in the event that any problems arise.
- 10.5 The payment amount for the Third Party Product or Service will vary and whilst MFD usually charges a referral or arrangement fee, the additional cost of the Third Party Product or Service will either be paid up front to MFD or direct to the supplier of the Third Party Product or Service.
- 10.6 It will be the responsibility of you or the patient to check the availability and price of any service with the third party supplier, unless otherwise indicated by MFD, and where necessary calling first to find out if an appointment is required. Payment may be required by the third party supplier on arrival or delivery of the service, 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 turning up for the investigation.

11. Limitation of Liability

- 11.1 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 MFD 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.
- 11.2 All warranties, conditions and other terms (whether implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the Contract.
- 11.3 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.
- 11.4 MFD will not be liable to the you or the patient in contract, tort (including, without limitation, negligence), misrepresentation or otherwise for any:
- 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
- 11.5 MFD'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 Services) to which the Default relates.
- 11.6 The provisions of this clause shall survive the termination or expiry (for whatever reason) of this Contract.

12. Force Majeure

- 12.1 If the performance of this Agreement of any obligation under it is prevented, restricted or interfered with by reason 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, provided always 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 causes have been removed.

13. Termination of Services

- 13.1 MFD 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:
- Where there has been a previous abuse of the service, or
 - Where there is any concern for the safety of the visiting doctor, or
 - Where there has previously been a serious breakdown in the professional relationship with MFD and/or the HealthCare professional inasmuch that safe and effective health care may not be able to be effectively delivered.
- 13.2 Such a decision is at the discretion of the GP, the Directors or any other relevant representative of MFD, and may at their sole discretion extend to the you, previous Clients and can include any of your known associates or family, for example another family member residing at the same address.

14. Marketing, Website and Medical Information

- 14.1 Any medical information contained within the MFD 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 My Family Doctor Ltd cannot be held liable for any diagnosis made based on the content of the website or for any loss, damage, injury or expense resulting from the use of any of the content of this website. Diagnosis should be made by a responsible and licensed medical practitioner, whom you should consult if you have any concerns regarding your health. Other appropriate professionals, should also be consulted where appropriate.
- 14.2 MFD does not accept liability for the contents of any external internet 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.
- 14.3 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 and via email responses do 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.
- 14.4 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.

15. 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. Our Complaints Procedure

We aim to improve our services at all times. Complaints, comments or suggestions should be made to the Medical Director or the Operations Director in writing.

My Family Doctor Ltd
26 Curtain Road, London EC2A 3NY
Telephone: 0845 468 0080
Email: info@myfamilydoctor.co.uk

16.1. Complaints can be made either verbally, through sign language, or in writing. We also accept comments and complaints made by others acting on behalf of another person where that person lacks the confidence or capacity to make a comment or complaint. Please note that we will not discriminate against anyone who makes a comment or complaint and doing so will not have a negative impact on the care, treatment or support that is offered by My Family Doctor. We aim to acknowledge all complaints within 2 working days of receipt. We will then investigate the complaint fully, which will include contacting and interviewing any relevant persons. We will aim to send a letter detailing the outcome within 20 working days. If the investigation is still underway, we will inform you of this in writing. You are then invited to write back or contact us again letting us know whether you are satisfied with the outcome. We will aim to respond to this within another 14 days. In appropriate circumstances, we should be able to arrange face to face meetings with one or both of the Directors of My Family Doctor Ltd, and when possible, with any other involved parties.

Our website, www.myfamilydoctor.co.uk also has details on how to make complaints. This policy will also be available to those calling the service on request.

If you have any significant concerns about the running of the service, and you feel we are not able to satisfactorily resolve these, you can contact the Care Quality Commission.

Care Quality Commission, Finsbury Tower, 103-105 Bunhill Row, London, EC1Y 8TG
Tel 020 7448 9200, Fax 020 7448 9222

To Find a Local Advocacy Service please go to www.actionforadvocacy.co.uk

17. General

- 17.1 You or the patient may not without our prior written consent assign or transfer the Contract or any part of it to any other person.
- 17.2 MFD may without your prior written consent assign, transfer or subcontract the Contract or any part of it to any other person.
- 17.3 Each of rights or remedies under these Conditions are without prejudice to any other right or remedy which we may have under these Conditions or otherwise.
- 17.4 Any notice or other document to be served under the Contract must be in writing and may be delivered or sent by 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 transmission.
- 17.5 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 and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.6 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.
- 17.7 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.
- 17.8 The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 17.9 The terms and conditions can be changed at any time by MFD to adapt to the changing statutory requirements and trends in the healthcare management.
- 17.10 In performing the Services, MFD may process personal data belonging to you and MFD agrees that it will in respect of such personal data observe all the obligations pertaining to a data processor under the Data Protection Act 1998
Dated 30th April 2009