

Newson Health Limited - Terms and Conditions of business

- i) Welcome to Newson Health Menopause and Wellbeing Centre, a private clinic which provides specialist medical services relating to the treatment of the symptoms of the menopause and perimenopause.
- ii) Below are the terms and conditions for the provision of our specialist medical Services (defined below).

**Please read the following important terms and conditions which will apply to all Services we provide to you.**

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

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

**BY RECEIVING THE SERVICES, YOU AGREE TO BE BY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, WE WILL BE UNABLE TO PROVIDE THE SERVICES TO YOU.**

**Your attention is particularly drawn to clause 14 of this Contract below, which limits our liability to you.**

**A. Definitions**

In this Contract:

- **'Advice'** means any medical advice provided by us to you in whatever form whether via the telephone, by video call, in email or in person;
- **'Appointment'** means the agreed time for a Consultation arranged and reserved through our booking system;
- **'Associated Services'** means health and wellbeing services provided by our third party suppliers;
- **'Booking Confirmation'** means the email confirming your Appointment for a Consultation;
- **'Charges'** means the fees for the Services and Medicines shown in our current rate card located on the Newson Health website and payable in accordance with clause 5 below;

- **'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;
- **'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 for your Initial Consultation;
- **'Follow Up Consultation'** means any subsequent Appointments following your Initial Consultation with us for the provision of Advice;
- **'Health Care Professional or HCP'** means a health care practitioner (doctor, nurse and/or pharmacist) engaged or employed by us who provides Advice, devises and implements the Treatment Plan;
- **'Initial Consultation'** means your initial Appointment with us for the provision of Advice;
- **'Medical History Form'** means the Newson Health Limited medical history Patient questionnaire or pre-consultation questionnaire
- **'Medicine'** means the medicines prescribed as part of the Services;
- **'Menopause Symptom Questionnaire'** means the Newson Health Limited Patient symptom questionnaire.
- **'Overseas'** means patients domiciled outside the UK, Channel Islands and Isle of Man
- **'Patient'** means a patient who receives certain Services from Newson Health Limited.
- **'Questionnaires'** the Medical History Form and Menopause Symptom Questionnaire completed by you in accordance with clause 3.7 or such other questionnaires as may be notified to you from time to time in writing;
- **'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 symptoms of the perimenopause and the menopause including (but not limited to) the Initial Consultation, any Follow-Up Consultation Treatment Plan and any Associated Services;
- **'Site'** means our Newson Health website located at [www.newsonhealth.co.uk](http://www.newsonhealth.co.uk);

- **'System Provider'** means our clinical records system and video conferencing service provider;
- **'Treatment Plan'** means your treatment plan devised by an HCP to assist with the management of symptoms of the perimenopause and menopause;
- **'we', 'us' or 'our'** means Newson Health Limited; and
- **'you' or 'your'** means a Patient.

If you have any questions about this Contract, please contact us by:

- filling out and submitting the online contact form available here - [Newson Health - Existing patients](#) or
- calling us on 01789 595004 (our telephone lines are open *Monday to Friday: 9 am to 5 pm*).

**Who we are:**

*We are Newson Health Limited, a company registered in England and Wales under company number: 11106782.*

*Our registered office is at: Winton House, Church Street, Stratford-Upon-Avon, Warwickshire, United Kingdom, CV37 6HB.*

*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 Site]. The provision of the Services to you by us are subject to these terms and conditions.*

*We are regulated by the Care Quality Commission (the "CQC") under registration number: CRT15832570398. The CQC monitors, inspects and regulates health and social care services. For more details on what this means for you, click here <https://www.cqc.org.uk/>.*

*We subscribe to the GMC standards of good practice, which can be found at <https://www.gmcuk.org/ethical-guidance/ethical-guidancefor-doctors/goodmedical-practice>.*

## **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 and will inform you by email of any significant changes made. 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.newsonhealth.co.uk/our-privacy-policy](http://www.newsonhealth.co.uk/our-privacy-policy).

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 for Consultations and receiving Services from us**

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 for an Initial Consultation you are required to call us on the telephone number provided on the 'book an appointment' section of our Site or complete the online booking form.

3.3 You are required to register with us and 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 email address

3.3.6 your GP's name and address;

3.4. We may at times of unforeseen high volumes of enquiries direct you to register with us via an online form on the same page to be added to a waiting list. When an Appointment

becomes available, we will email you. Once you receive this invitation to book you may contact us to book your Initial Consultation either by telephone or online.

3.5 Please note that if you have a Complex Medical History we will arrange an Appointment with a doctor for the Initial Consultation (and not a nurse or pharmacist) when booking your Appointment.

3.6 When you book your Appointment for your Initial Consultation in accordance with clause 3.2 above we will communicate our acceptance of your booking with a Booking Confirmation.

As your appointment date approaches you will receive further communications with questionnaires relevant to your appointment.

3.7 The Contract will commence on the Effective Date. However, before we are able to provide the Services, in addition to your completed Medical History Form you will need to complete the emailed Menopause Symptom Questionnaire, completed by you with accurate details of your menopause symptoms.

3.8 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:

3.8.1 we have not received all or part of the Questionnaires;

3.8.2 you require an appointment with a doctor rather than a nurse or pharmacist in accordance with clause 3.5 above;

3.8.3 we are unable to carry out the Services at the agreed time of the Appointment (this may be because, for example, we have a shortage of staff); or

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

#### **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 and Medicines. 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. You must have appropriate authority to use the payment card which you use for payment.
- 5.3 Your card will be charged immediately on booking 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 <https://stripe.com/gb/legal/consumer> and privacy policy <https://stripe.com/engb/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, 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 an Initial Consultation or Follow Up Consultation has been booked;
- 5.7.2 or a prescription for Medicines has been ordered;
- 5.7.3 or 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 Barclay's Bank plc's base rate.

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

## **6 Nature of the Services**

6.1 We are providing perimenopause and menopause medical consultation services and advice.

6.2 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 for a Consultation upon two working days prior written notice before the confirmed day of your appointment without incurring any fees. Any cancellation which gives less than two working days’ notice will incur a 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 direct difficult, harassing, or 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 provide any of the Questionnaires; 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 (the agreement between you and Newson Health Limited) 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.

11.2 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.



11.3 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.

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 HCPs time 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 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; or

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 clause 14.1 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). The Nurse Midwifery Council (NMC) and the General Pharmaceutical Council (GPhC) in the UK. Their registration details and status can be found at <https://www.gmc-uk.org/>, <https://www.nmc.org.uk/> and <https://www.pharmacyregulation.org/>.

14.4 Our HCPs operate either as employees of Newson 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

Newson 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 Availability of Remote Consultation Services**

15.1 We will do our utmost to ensure that the Remote Consultations will be uninterrupted. However, due to the nature of the Internet, this cannot be guaranteed.

15.2 In the unlikely event of a problem with the provision, or the unavailability, of the Remote Consultations and whilst we shall assume no liability in connection with the same:

15.2.1 we will use our reasonable efforts to procure that the System Provider restores the video conferencing service; and

15.2.2 we will try to contact you by telephone to continue the Initial Consultation or subsequent consultation(s).

15.2.3 If you are not domiciled in the UK, Channel Islands and Isle of Man then your initial appointment must take place face to face at our clinic in the UK.

## **16 Third party rights**

No one other than a party to this Contract has any right to enforce any term of this Contract. **17.**

## **Overseas patients**

17.1. All Initial Consultations must take place [face to face with a Newson Health HCP at one of our clinics] in the UK. This does not currently apply to residents of the US and Canada.

17.2 Provided always that your Initial Consultation has been received as required under the terms of clause 17.1 above and subject to the provisions of clause 17.3 below Follow Up Consultations may be provided by Remote Consultation.

17.3 We are unable to provide Remote Consultations to Patients located in a number of foreign jurisdictions including (but not limited to) the USA and Canada. You acknowledge that the

provision of Remote Consultations is entirely at our discretion, and we may refuse to provide any part of our Services at any time.

## 18 Disputes

18.1 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 at the top of this page.

18.2 Our **Complaint Handling Policy and Procedure** can be accessed here: [Newson Health - Terms and Conditions](#)

18.3 If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may refer it to the relevant governing body being:

18.3.1 for doctors: <https://www.gmc-uk.org/>

18.3.2 for nurses: <https://www.nmc.org.uk/>

18.3.3 for pharmacists: <https://www.pharmacyregulation.org/>

18.4 The Contract including these terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English courts.