

Individual Terms of Membership

Last Updated: 20 January 2026



These Terms of Membership (“Terms”) apply to the contract between you and West End Health Limited (the “Clinic”, “we/us”) for your subscription to use the Clinic’s general practitioner and clinician services.

These Terms supersede all other terms and conditions previously used by the Clinic in connection with your subscription and apply to the exclusion of any terms and conditions which you purport to apply under any other document or which are implied by trade, custom, practice or course of dealing.

These Terms were last updated **January 2026**. The Clinic may amend these Terms from time to time. If the Clinic amends these Terms during the Subscription Term, it will notify you in writing and, by continuing to receive the Services, you shall be deemed to have accepted the amended Terms.

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply in these Terms.

Applicable Laws: all laws, statutes and regulations in force from time to time which apply to either party’s obligations under the Terms.

Appointment: an appointment with a general practitioner at the Clinic.

Appointment Allocation: has the meaning set out in clause 4.1.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Clinic: West End Health Limited, a limited company incorporated and registered in England and Wales with company number 16777731 whose registered office is at 104 Conway Road, Colwyn Bay, Conwy, LL29 7LL.

Contract: the contract between you and the Clinic for your subscription incorporating these Terms.

Enrolment Form: the enrolment form supplied by the Clinic and completed by you.

Excluded Services: the services provided by the Clinic from time to time which are excluded from your Subscription, as more particularly described in the Patient Charter.

Initial Subscription Term: has the meaning set out in clause 2.3.

Patient Charter: a document supplied to you at the commencement of each Subscription Term.

Renewal Term: has the meaning set out in clause 2.3.

Services: the services to be provided by the Clinic to you as part of your Subscription, as set out in the Patient Charter.

Subscription: your subscription for the Services.

Subscription Fees: the fees payable by you for your Subscription.

Subscription Start Date: the date of your first payment of Subscription Fees.

Subscription Term: the Initial Subscription Term and any and all Renewal Terms.

2. SUBSCRIPTION AND CONTRACT

2.1. Where you have submitted an enquiry to the Clinic about subscription membership (either online via the Clinic's website or by email or telephone call to the Clinic), the Clinic will contact you to confirm the Services and Subscription Fees for the Initial Subscription Term, and any other terms relevant to your Subscription.

2.2. By making the first payment of the Subscription Fees (whether by bank transfer, direct debit, or card payment) you confirm your acceptance to these Terms and that you agree to be bound by them.

2.3. The Contract shall commence on the Subscription Start Date and, unless terminated earlier in accordance with these Terms, shall continue for an initial period of 12 months (**Initial Subscription Term**), after which the Contract shall **automatically renew** for further periods of 12 months each (each a **Renewal Term**) until you give to the Clinic written notice to terminate the Contract of not less than 2 weeks prior to the expiry of the Initial Subscription Term or then current Renewal Term (as applicable).

2.4. The Clinic will provide you with 4 weeks' advance notice of the expiry of the Initial Subscription Term or then current Renewal Term (as applicable) so that you can terminate the Contract under clause 2.3 if you do not wish for it to continue for a further Renewal Term.

2.5. Your Subscription is personal to you and cannot be transferred to any other person.

3. SERVICES

3.1. The Clinic shall provide the Services as part of your Subscription. If you require any Excluded Services you shall contact the Clinic and the Clinic shall inform you if your request is accepted. You agree that any Excluded Services will be subject to availability and the payment of additional fees by you.

3.2. It is strongly recommended that you remain registered with an NHS general practice at all times during the term of the Contract. The Clinic is not an emergency or out of hours service and the Services are not intended to replace the services provided by NHS general practices or NHS paramedics.

3.3. In providing the Services and any Excluded Services, the Clinic shall:

3.3.1. use reasonable care and skill;

3.3.2. comply with all Applicable Laws; and

3.3.3. have in place and maintain all necessary licences, permissions, authorisations and consents.

3.4. You acknowledge and agree that the Clinic may change, update or suspend the Services at any time where such change, update or suspension is necessary in order to comply with any Applicable Laws (including any change to any Applicable Laws).

3.5. The Clinic shall provide the Services to you on Business Days during opening times communicated by us from time to time.

3.6. The Clinic generally makes the Services available on Saturdays, subject to clinician availability and operational requirements. Saturday opening hours:

3.6.1. may vary from time to time;

3.6.2. may be reduced, suspended or not offered on certain Saturdays, including (without limitation) Saturdays falling between, adjacent to or forming part of public holiday periods; and

3.6.3. will be communicated by the Clinic in advance where reasonably practicable.

4. APPOINTMENTS

4.1. You are entitled to book up to and including 14 Appointments during the Initial Subscription Term and each Renewal Term as part of your Subscription (**Appointment Allocation**). If you require any additional Appointments during the Initial Subscription Term or any Renewal Term, you shall contact the Clinic, your request will be reviewed by the Clinic and the Clinic shall inform you whether your request has been accepted. You acknowledge and agree that the Clinic is not obliged to accept any such request.

4.2. The Clinic will use reasonable endeavours to ensure that:

4.2.1. all Appointments booked by you are conducted by the same general practitioner (except those considered same day or emergency Appointments) but you acknowledge and agree that this may not always be possible; and

4.2.2. all requests for same day or emergency Appointments that are made before 2pm are met, but you acknowledge and agree that this may not always be possible due to availability of general practitioners on the day; and

4.2.3. you shall use all reasonable endeavours to attend each Appointment and to provide at least 4 hours' notice to the Clinic if for any reason you are unable to attend an Appointment. If you fail to attend an Appointment or cancel an Appointment by providing less than 4 hours' notice to the Clinic, then the Clinic shall be entitled to count this Appointment towards your Appointment Allocation for the Initial Subscription Term or then current Renewal Term (as applicable); and

4.2.4. the Clinic shall be entitled to cancel or postpone an Appointment at any time without liability to you. The Clinic shall provide you with as much advance notice of the cancellation or postponement as is reasonably practicable; and

4.2.5. if you arrive more than 10 minutes late for your scheduled appointment, it will be at the clinician's discretion whether they are still able to see you. This will depend on their availability and the impact on subsequent appointments. In some cases, you may be asked to rebook your appointment for another time. Please note that a late arrival may result in a reduced consultation time.

5. CUSTOMERS' GENERAL OBLIGATIONS

5.1. You shall provide all information and documentation that the Clinic reasonably requires in order to provide the Services and any Excluded Services, and you shall ensure that all such information and documentation is accurate, complete and up-to-date. You shall immediately notify the Clinic if there are any changes to any such information or documentation.

5.2. You agree that you will not engage in any form of violent, abusive, or aggressive behaviour, whether physical or verbal, towards the Clinic's staff members. This includes, but is not limited to, threats, intimidation, inappropriate language, or physical altercations. The Clinic reserves the right to immediately cancel your membership and terminate any further services if such behaviour is exhibited and will have no further obligations to you thereafter, nor any obligation to issue a refund of any Subscription Fees.

5.3. You agree that, unless otherwise set out in the Enrolment Form or Patient Charter or notified by the Clinic:

5.3.1. requests for same day or emergency Appointments must be made before 2pm; and

5.3.2. 24 hours' notice is required for all prescription requests.

6. SUBSCRIPTION FEES AND PAYMENT

6.1. The Subscription Fees for the Initial Subscription Term will be communicated to you prior to the Subscription Start Date by the Clinic. The Subscription Fees for each Renewal Term will be communicated to you by the Clinic when the Clinic provides you with notice of the expiry of the Initial Subscription Term or then current Renewal Term (as applicable) under clause 2.4.

6.2. The Subscription Fees for the Initial Subscription Term will be payable by you either in full on the Subscription Start Date or in 12 monthly intervals commencing on the Subscription Start Date (as agreed between you and the Clinic), in accordance with any payment dates and payment terms agreed between you and the Clinic.

6.3. The Subscription Fees for each Renewal Term will be payable by you either in full on the start date of the Renewal Term or in 12 monthly intervals commencing on the start date of the Renewal Term (as agreed between you and the Clinic), in accordance with any payment dates and payment terms agreed between you and the Clinic.

6.4. If the Clinic has not received payment of any sums due under the Contract by the due date for payment, then, without prejudice to any other rights and remedies of the Clinic, the Clinic may:

6.4.1. suspend provision of the Services and any Excluded Services (including cancelling or postponing any booked Appointments) for the time that the invoice(s) remain unpaid by you;

6.4.2. terminate the Contract in accordance with clause 10;

6.4.3. charge you interest on a daily basis in respect of the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time, from the due date and continuing until payment of the overdue amount is received in full by the Clinic, whether before or after judgment; and/or

6.4.4. recover from you any reasonable fees directly incurred by the Clinic in recovering the overdue amount from you (including reasonable debt recovery agency fees, legal fees and court costs).

6.5. All amounts and fees stated:

6.5.1. shall be payable in pounds sterling and are exclusive of any value added tax payable upon such sums; and

6.5.2. shall be paid in full without any deduction, discount or set off except as required by law.

7. DATA PROTECTION

7.1. The Clinic will process your personal data in accordance with the Clinic's Privacy Policy at <https://www.westend.health/privacy-policy>. Please read this Privacy Policy as it contains important terms which apply to you.

8. LIMITATION OF LIABILITY

8.1. Nothing in the Contract is intended to exclude or limit the liability of the Clinic for: (a) death or personal injury resulting from negligence by the Clinic; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by law.

8.2. The Clinic shall perform the Contract in accordance with these Terms. If the Clinic breaches these Terms, then, subject to clause 8.1, the Clinic shall only be liable for losses that are direct losses and a reasonably foreseeable consequence of such breach. For the avoidance of doubt, the Clinic shall not be liable, in any

circumstances, for any indirect or consequential losses or any business losses.

8.3. If you have purchased your Subscription while acting in the course of a business, trade or profession, or for business purposes, then, subject to clauses 8.1 and 8.2, the Clinic's maximum liability under or in connection with the Contract shall in no event exceed the total Subscription Fees paid by you.

8.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

9. CANCELLATION OF THE CONTRACT BY YOU

9.1. If you are a consumer and reside in the UK and the Contract was concluded at a distance or off-premises (ie by email, telephone, or at your own premises), you have a legal right to cancel the Contract if you change your mind within 14 days after the Subscription Start Date (the **Cancellation Window**). To cancel the Contract under this clause, please contact the Clinic using one of the contact methods set out in clause 13. Please note that if you have requested the Services to start during the Cancellation Window (for example, by booking an Appointment or a health screening) and you subsequently cancel the Contract under this clause, you will not be entitled to a refund of any Subscription Fees paid by you in respect of any Services you have already received prior to the date on which you notified the Clinic of your decision to cancel the Contract.

9.2. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. TERMINATION OF THE CONTRACT

10.1. Without affecting any other right or remedy available to it, either party may terminate the Contract, at any time, with immediate effect, by giving written notice to the other party, if the other party has committed a serious breach or, or repeatedly breaches, any of the provisions set out in these Terms.

10.2. Without affecting any other right or remedy available to it, the Clinic may terminate the Contract, at any time, with immediate effect, by giving written notice to you, if:

10.2.1. you fail to pay any amount due under the Contract on the due date for payment; or

10.2.2. you fail to provide the Clinic with any information and/or documentation reasonably required by the Clinic in order to provide the Services or any Excluded Services.

10.3. In addition to the rights set out in clauses 10.1 and 10.2, the Clinic may terminate the Contract at any time by providing you with written notice of termination with such notice to expire at the end of the month during which the notice is sent, provided that the Clinic shall issue a prorata refund to you of any Subscription Fees paid by you in advance for any months remaining during the Initial Subscription Term or then current Renewal Term (as applicable) after the date of termination.

11. CONSEQUENCES OF TERMINATION

11.1. On termination of the Contract for any reason:

11.1.1. your Subscription shall automatically end and the Clinic shall immediately cease providing the Services and any Excluded Services;

11.1.2. you shall immediately pay all sums due to the Clinic under the Contract;

11.1.3. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced; and

11.1.4. the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

12. EVENTS OUTSIDE OUR CONTROL

12.1. For the purposes of this clause, the term **Event Outside Our Control** means any act, event, omission or accident beyond the Clinic's reasonable control, including: flood, earthquake, storm or other natural disaster; war, threat of or preparation for war; imposition of sanctions, embargo or similar actions; terrorist attack, civil war or riots; nuclear, chemical or biological contamination; sonic boom; any change in law or other action taken by a government or public authority; epidemic or pandemic; fire or explosion; collapse of building structures, any labour dispute; non-performance by suppliers; and the failure of a transport network or utility service.

12.2. The Clinic shall not be in breach of the Contract, nor liable for any failure or delay in the performance of its obligations under the Contract or any suspension of the Services or cancellation of Appointments, if such breach, delay, failure, suspension or cancellation results from an Event Outside Our Control. The Clinic shall inform you as soon as practicable if it is affected by an Event Outside Our Control and shall use all reasonable

endeavours to mitigate the effect of the event on the performance of the Clinic's obligations and the Services. If the Event Outside Our Control continues for a period of more than 3 months, the Clinic shall be entitled to terminate the Contract with immediate effect by providing you with written notice of termination, provided that the Clinic shall issue a pro-rata refund to you of any Subscription Fees paid by you in advance for any months remaining during the Initial Subscription Term or then current Renewal Term (as applicable) after the commencement date of the Event Outside Our Control.

13. NOTICES AND OTHER COMMUNICATIONS

13.1. Any notice provided by you under or in connection with the Contract shall be in writing and shall be delivered by email to the following email address: hello@westend.health.

13.2 Notices shall be deemed to have been delivered at 9am on the next Business Day after transmission (provided that no delivery failure notification is received by the sender).

13.3 If you have a question in relation to your Subscription or these Terms, please contact the Clinic via email at the above email address or by telephone on 01492 463453.

13.4 If the Clinic has to contact you, it will do so using the contact details you provided in the Enrolment Form, unless you have asked the Clinic to contact you by any other means.

13.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

14. GENERAL PROVISIONS

14.1. **Interpretation.** The following rules of interpretation shall apply to the Contract: (a) references to clauses are to the clauses of these Terms, and clause headings shall not affect the interpretation of these Terms; (b) a reference to a **party** is a reference to either you or the Clinic (as the context requires) and shall include that party's personal representatives, successors and permitted assigns; (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular; (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision; (e) a reference to **writing** or **written** includes email; and (f) any words following the terms including, include, for example, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

14.2 **Consumer rights.** Nothing in the Contract shall affect your rights as a consumer under consumer protection legislation in the UK (or in any other jurisdiction in which you reside) which is relevant to the Contract.

14.3 **Variation.** Any amendments to the Contract must be agreed in writing and signed by the Clinic.

14.4 **Waiver.** If the Clinic fails to insist that you perform any of your obligations under the Contract, or if the Clinic does not enforce its rights against you, or if the Clinic delays in doing so, that will not mean that the Clinic has waived its rights against you and will not mean that you do not have to comply with those obligations. If the Clinic does waive a default by you, the Clinic will only do so in writing and that will not mean that the Clinic will automatically waive any later default by you.

14.5 **Severance.** Each of the provisions in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.

14.6 **Entire Agreement.** The Contract constitutes the entire agreement between you and the Clinic relating to your Subscription and supersedes, replaces and extinguishes any previous arrangement, understanding or agreement (whether written or oral) relating to your Subscription.

14.7 **Assignment.** The Clinic may transfer its rights and obligations under the Contract to another organisation. The Clinic will tell you in writing if this happens and will ensure that the transfer will not affect your rights under the Contract.

14.8 **Third party rights.** The Contract is between you and the Clinic. No other person shall have any rights to enforce any of its terms.

15. GOVERNING LAW AND JURISDICTION

15.1. The Contract and any dispute or claim arising out of or in connection with it is governed by the laws of England and Wales, except that, if you are not resident in England and Wales, the laws of England and Wales shall apply only to the extent that they do not override any mandatory laws of the country in which you have your usual place of residence.

15.2. In respect of any dispute or claim relating to the Contract, you and the Clinic each submit to the non-exclusive jurisdiction of the courts of England and Wales, but nothing in this clause shall limit your legal rights to

bring an action or to require proceedings to take place in the country in which you have your usual place of residence. For example, if you live in Scotland you can bring legal proceedings in respect of the Contract in either the Scottish or the English courts.