

The clinic@78

Terms and Conditions

1. Definitions and Interpretation

"Appointment Date" the date set out in our acceptance of your order or such other date as agreed with you in accordance with these Terms for the provision of the Services (or any part of them).

"Contract" your contract with the Clinic in respect of the Services, subject to these Terms.

"Clinicians": the professionals who deliver the Services at the Company's premises.

"Patient": you or any other person stipulated in the order process to whom the Services are provided.

"Services": the services to be provided under the Contract to the Patient as listed on the Website.

"The Clinic": The clinic@ Limited (company number 11831573) with registered office at 10 Bridge Street, Christchurch, United Kingdom, BH23 1EF.

"these Terms": these terms and conditions of business pertaining to the Services provided.

"Website" means www.clinic78.co.uk

"Working Day": every weekday apart from Sunday or statutory holidays where Services are provided.

2. Use of Website

2.1 By using the Website, you accept these Terms in respect of the regulation of your use of the Website and any Contract you may enter into with the Clinic and agree to abide by them. If you do not agree with these Terms, please cease use of the Website.

2.2 These Terms refer to the following additional terms, which also apply to your use of the Website:

2.2.1 Our Privacy Policy at www.clinic78.co.uk/privacy

2.2.2 Our Cookie Policy www.clinic78.co.uk/cookies

If you purchase Services from the Website, these Terms will apply to the provision of those Services.

2.3 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

2.4 We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

- 2.5 You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 2.6 The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website. Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.
- 2.7 Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.
- 2.8 Whether you are a consumer or a business user we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 2.9 If you are a business user:
- 2.9.1 we exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it; and
 - 2.9.2 we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the use of, or inability to use, the Website the use of or reliance on any content displayed on the Website.
- 2.10 If you are a consumer user, we only provide the Website for your domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 2.11 We are not responsible for viruses and you must not introduce them. We do not guarantee that the Website will be secure or free from bugs or viruses and we cannot accept responsibility for any loss, disruption or damage to your data or computer which may occur whilst using material derived from this website. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. In the event of such a breach, your right to use the Website will cease immediately.
- 2.12 We aim to update the Website on a regular basis and may change the content at any time. However, any of the material on the Website may be out of date at any given time and we are under no obligation to update such material.

3 Contract

- 3.1 You submit an order for Services when you complete the online registration process and submit your order for the Services. Our acceptance of your order for the Services will take place when we email you to accept it, at which point a Contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for.

- 3.2** Subject to clause 3.3, during the order process we will let you know when we will provide the Services to the Patient and provide the Patient with a proposed Appointment Date or Dates. Subject to clause 6 below, if the Patient is unable to attend his appointment(s) on the Appointment Date(s) set out in the order process then you must inform us as soon as possible and we shall endeavour to agree alternative appointment dates with you. If you have ordered a one-off Service, we will begin the Service on the first Appointment Date. If you have ordered ongoing Services we will supply the Services to you until either the Services are completed or you end the Contract as described in 7 or we end the Contract by written notice to you as described in 7.
- 3.3** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract in accordance with clause 7 and receive a refund for any Services you have paid for but not received.

4 Fees and Costs

- 4.1** Fees payable by you for the Services shall be the fees chargeable by us for such Services current at the date of the Contract and as set out in the order process.
- 4.2** If we need to make changes to the fees payable for the Services we shall inform you of such changes as soon as practically possible and you shall be entitled to cancel the Contract in accordance with clause 7 below if you do not wish to proceed with the order.

5 Terms of Payment

- 5.1** As part of the order process, a pre-authorisation payment will be taken by us for the fee for the first appointment in respect of the Services.
- 5.2** Fees for the Services shall be due and payable, in full, by you immediately following the provision of the Services and to the extent that these have not been paid upfront, we will invoice you for the balance of the price of the Services when we have completed them.
- 5.3** If the Patient has private medical insurance then a pre-authorisation number should be provided to the Clinic prior to the Appointment Date. If this pre-authorisation does not adequately cover the full cost of the Services provided, then you or the Patient will be charged the shortfall.
- 5.4** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.5** For the avoidance of doubt by entering into your Contract with us you agree to be fully liable for any fees incurred in connection with the provision of the Services, regardless of whether you are the Patient or not.

6 Cancellation of Appointments

- 6.1** Appointments can be moved or cancelled or your Contract can be cancelled free of charge providing the request is not less than 48 hours prior to a relevant Appointment Date.
- 6.2** If you or a Patient should cancel their appointment and/or terminate the Contract within 48 hours of any relevant Appointment Date, you will be charged a 50% cancellation fee. If you or a Patient should cancel their appointment and/or terminate the Contract within 24 hours of an Appointment Date then a 100% cancellation fee will be charged.
- 6.3** In the case of extenuating circumstances, you may appeal cancellation charges by submitting a Cancellation Appeal Form, which can be requested from a member of our reception team. A decision on the outcome of your appeal may take up to 10 working days.

7 Cancellation of Contract

- 7.1** You have the legal right to change your mind within 14 days of our acceptance of your order and to receive a refund. You do not have the right to change your mind if any of the Services have been completed (even if the cancellation period is still running) or to reject any products provided as part of the Services if they are sealed for health protection or hygiene purposes, once these have been unsealed after you receive them. If the Services have been started, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 7.2** If you are ending your Contract for a reason set out at 7.2.1 to 7.2.4 below the Contract will end immediately and we will refund you in full for any Services which have not been provided. The reasons are:
- 7.2.1** we have told you about a change in the price for the Services you have ordered and you do not wish to proceed;
 - 7.2.2** there is a risk that supply of the Services may be significantly delayed because of events outside our control in each case for a period of more than 7-days; or
 - 7.2.3** we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7-days; or
 - 7.2.4** you have a legal right to end the Contract because of something we have done wrong.
- 7.3** Even if we are not at fault and you do not have a right to change your mind you can still end the Contract before it is completed, but you shall be required to pay us compensation in accordance with clause 6.
- 7.4** We may end the Contract if you break it. We may end the Contract at any time by writing to you if:
- 7.4.1** you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
 - 7.4.2** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example your past medical history;
 - 7.4.3** you do not, within a reasonable time, allow us to perform the Services;
 - 7.4.4** you persistently cancel appointments or cancel 3 or more consecutive appointments within 48 hours of the relevant Appointment Dates; or
 - 7.4.5** you breach any other part of these Terms and fail to remedy the breach within 21 days of us notifying you of such breach.
- 7.5** If we end the Contract in the situations set out in 7.4 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.
- 7.6** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 7 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

8 Provision of Services

The Clinic's catalogues, brochures, leaflets or other correspondence including information published on the Website are not binding and reasonable variations may be made to the Services without notice, and the Services so varied shall be accepted as complying with the Contract.

9 Use of Services

- 9.1 Queries dealt with by the administrative staff via email or telephone is for guidance purposes only. We will not be held responsible for the accuracy of such information given outside of a formal consultation with our Clinicians.
- 9.2 We welcome feedback from Patients about our services which can be given following the use of our services or via email.
- 9.3 All medical advice and treatment given at the Clinic is in the interest of the Patient but please do not assume that advice or treatment that is recommended by our Clinicians is the only option available.
- 9.4 Patients must give an honest response when our doctors request information. We will accept no accountability if you withhold vital information or are dishonest.
- 9.5 Children under the age of 16 must be accompanied by a parent or guardian. Where we enter into a Contract with you in respect of a minor, the child shall be considered the Patient for the purpose of these Terms.
- 9.6 Every Patient attending the Clinic will be offered a chaperone for any intimate examination or procedure or other procedure as requested by the Patient.
- 9.7 We reserve the right to refuse to administer a treatment if a Clinician deems it inappropriate.
- 9.8 The cost of medication prescribed by a doctor at the Clinic must be met by you or the Patient.
- 9.9 The Clinic has a zero-tolerance policy regarding the verbal or physical abuse of our staff, other Patients, or damage to our property. Offenders will be referred immediately, with appropriate supporting evidence, to the police for prosecution.

10 Warranties and Representations

Each party warrants and represents that, as at the date of the Contract, it has full capacity and authority to enter into the Contract. If requested, we may help the Patient to choose other medical services or other services but we do not provide any warranties that such services will be fit for the Patient's purpose and assessment and selection of the Services remains the Patient's ultimate responsibility (or your responsibility in respect of a minor). No statement, description, information, condition or recommendation contained in any Clinic catalogue, price list, website, advertisement or communication or made verbally by representatives of the Clinic shall be construed to vary in any way any of these Terms. All other warranties (express or implied) are hereby excluded to maximum extent permitted by applicable law.

11 Liability

- 11.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation or any liability unable to be excluded by law.
- 1.1 We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 Modifications and Additional Terms

The Clinic reserves the right to modify these T&Cs without prior notice. When changes are made the Clinic will post them on the Clinic's website: www.clinic78.co.uk.

13 Governing Law and Dispute Resolution

The Agreement shall be governed by English Law. Any dispute under this Agreement shall be submitted to the exclusive jurisdiction of English courts.

14 Contact

By registering with The clinic@78 and accepting these Terms, you are agreeing to receive general contact from The clinic@78. This includes information such as your booking confirmations, appointment reminders and contact relating to your treatment support. This does not include unrelated promotions or marketing. You can select your preferred means of contact and control the type of communication you receive from The clinic@78 at the point of registering with the clinic or by contacting a member of the reception team.

15 Other Terms

- 15.1 Force majeure:** The Clinic shall be entitled to delay or cancel the delivery of Services or to reduce the amount of Services delivered if it is prevented from or hindered in or delayed in the provision of Services through any circumstances beyond its reasonable control including strike, lock-out, accident, war, government action, national emergency, act of terrorism, protest, riot, civil commotion, explosion, flood, epidemic, pandemic, fire.
- 15.2** If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3** We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this.
- 15.4** You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.
- 15.5** Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.