

## **Terms and Conditions of business - Dr Gillian Jackson**

Dr Gillian Jackson is a privately practising General Practitioner specialising in the areas of Women's Health and managing symptoms associated with the menopause transition period.

Below are the terms and conditions for the provision of the specialist medical Services (defined below). Please read the following important terms and conditions which will apply to all Services provided to you. If you require emergency medical attention, or any other treatment that is urgent, you are strongly advised to contact your registered 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. In order to receive the 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 my 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, I WILL BE UNABLE TO PROVIDE THE SERVICES TO YOU.

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

- 'Advice' means any medical advice provided by me 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 the booking system;
- 'Associated Services' means health services provided by a third party supplier;
- 'Booking Confirmation' means the email confirming your Appointment for a Consultation;
- 'Charges' means the fees for the Services and Medicines 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 me for the provision of Advice;
- 'Initial Consultation' means your initial Appointment with me for the provision of Advice;
- 'Medical History Form' means the pre-consultation questionnaire you will receive on booking an initial consultation.
- 'Medicine' means the medicines prescribed as part of the Services;
- 'Client' means a person who receives certain Services from Dr Gillian Jackson
- '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 the website for The Lincolnshire Women's Clinic [www.lincolnshirewomensclinic.co.uk](http://www.lincolnshirewomensclinic.co.uk)
- 'System Provider' means the clinical records system and video conferencing service provider- Rehab Guru.
- 'Treatment Plan' means your treatment plan devised by Dr Gillian Jackson to assist with the management of symptoms of the perimenopause and menopause;
- 'Me' or 'I' refers to Dr Gillian Jackson; and
- 'you' or 'your' means a Client/Patient.

If you have any questions about this Contract, please contact me by email at [drgillian@lincolnshirewomensclinic.co.uk](mailto:drgillian@lincolnshirewomensclinic.co.uk):

I provide the Services in-person, by telephone or via video conferencing service provided by the System Provider. The provision of the Services to you by me are subject to these terms and conditions.

As an Independent Practitioner practicing within the confines of a CQC registered business, I am not obliged to register with the Care Quality Commission or 'CQC' as a separate entity. Part of the criteria for meeting this exemption includes maintaining a direct doctor-client relationship and not via a third party or other legal entity. These terms and conditions are set out as a contract between You and Me, not 'The Lincolnshire Women's Clinic', which is not a legal entity in itself, it is purely a name for Me to trade under.

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

## **1 Introduction**

1.1 Please read these terms and conditions carefully before you arrange an Appointment. These terms and conditions set out who I am, how I will provide the Services to you, how you and I may change or end the Contract, what my liability to you is and other important information.

1.2 I 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 I communicate the changes to you.

1.3 When booking an Appointment, you agree to receive the Services through Remote Consultation or in clinic and I reserve the right to conduct my Appointments either by Remote Consultation or in clinic Consultation.

## **2 Your privacy and personal information**

2.1 The Privacy Policy is available at [www.lincolnshirewomensclinic.co.uk](http://www.lincolnshirewomensclinic.co.uk)

2.2 Your privacy and personal information are important to me. Any personal information which you provide to me will be dealt with in accordance with the Privacy Policy, which explains what personal information I collect from you, how and why I collect, store, use and share such information, your rights in relation to your personal information and how to contact me 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 a secure system via my System Provider.

## **3 Booking Appointments for Consultations and receiving Services**

3.1 Below, I set out how and when a legally binding Contract between you and me is made.

3.2 To make an Appointment for an Initial Consultation you are required to complete the online booking form.

3.3 You are required to register your details with me and you agree to provide me with true, accurate and complete information necessary for me 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 age and/or 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, address and email address;

3.4 When you book your Appointment for your Initial Consultation in accordance with clause 3.2 above I will communicate my acceptance of your booking with a Booking Confirmation.

3.5 The Contract will commence on the Effective Date. However, before I am able to provide the Services, all completed medical questionnaires sent out with your booking confirmation will need to be completed.

3.6 Until and unless I communicate my 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. I may also contact you to say that I am unable to proceed with your Appointment after I have provided my Booking Confirmation. This is typically for the following reasons:

- 3.6.1 I have not received all or part of the Questionnaires;
- 3.6.2 I am unable to carry out the Services at the agreed time of the Appointment (this may be because, for example, I am unfit to work or
- 3.6.4 I have not received payment/payment has been rejected for the Services or Medicines.

#### **4 Carrying out of the Services**

4.1 I will carry out the Services as set out in the relevant Booking Confirmation unless agreed otherwise.

4.2 You acknowledge that my ability to carry out the Services might be affected by events beyond my reasonable control. If this is the case then there might be a delay before I 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 I will try to start or restart the Services as soon as those events have been resolved.

#### **5 Payment**

5.1 I accept most credit cards and debit cards as payment for the Services and Medicines. I do not accept cash or cheques.

5.2 In order to pay the Charges for the Services and Medicines, you will need to provide your 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 me 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 me are passed directly to Stripe and will be subject to its terms of service <https://stripe.com/en-gb/checkout/legal> 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 I do not store any of your payment card details on my systems and I 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 I 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 me to cancel the Appointment in accordance with the notice period in clause 7.1.

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

## **6 Nature of the Services**

6.1 I am providing Primary care level medical consultation services and advice exclusively for women.

6.2 If you are unhappy with the Services please contact me on [drgillian@lincolnshirewomensclinic.co.uk](mailto:drgillian@lincolnshirewomensclinic.co.uk).

## **7 Your rights to cancel an Appointment**

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.

7.2 If you wish to cancel an Appointment, please contact me on [drgillian@lincolnshirewomensclinic.co.uk](mailto:drgillian@lincolnshirewomensclinic.co.uk).

## **8 My rights to end the Contract with you**

8.1 I 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 I may end the Contract immediately and cancel your access to the Services:

8.2.1 if I am subject to any laws or regulations which require me to end your use of the Services;

8.2.2 if you direct difficult, harassing, or abusive behaviour towards me via any communication channel.

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 me**

9.1 In the event you enter into the Contract with me remotely (by telephone or on-line), you have the right to cancel this Contract (the agreement between You and Me) 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 me 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 me of your decision to cancel this Contract by a letter sent by post or email using the contact details provided previously.

## **10 Effects of cancellation**

10.1 If you cancel this Contract in accordance with clause 9 above, I will reimburse all payments received from you unless you requested that I begin providing the Services during the cancellation period, in which case you must pay me:

10.1.1 for the Services I provided up to the time you told me 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 I will make the reimbursement without undue delay, and not later than 14 (fourteen) days after the day on which I am informed about your decision to cancel this Contract.

10.3 I will make the reimbursement using the same means of payment as you used for the initial transaction, unless I 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 me at any time provided that there are no Charges outstanding upon notice in writing.

## **11 Pharmacy Services, Prescriptions and Associated Services**

11.1 I may prescribe Medicines and/or recommend Associated Services, however I am 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.

## **12 No Refunds**

You agree to pay for my expertise and time for the Consultation regardless of the outcome, and accordingly I will not provide refunds for Appointments attended.

I withhold the right to refuse treatments requested purely by the Client which are against my clinical judgement and in conflict with my Duty of Care as set out in the GMC's Duties of a Doctor documents which can be found here [Maintaining and improving standards of care - professional standards - GMC \(gmc-uk.org\)](#)

## **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 my liability**

14.1 Except for any legal responsibility that I cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, I am not legally responsible for any losses that are not foreseeable to you and me when the Contract was formed. To the extent permitted by law, I 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;

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 my 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 The Advice and Services provided or offered to you by another third party service provider are the sole responsibility of that organisation. Where appropriate the third party service provider will provide me with reports and diagnoses in order that I can provide a bespoke Treatment Plan for you.

14.4 Treatment Plans and Advice provided or offered to you by me are my responsibility.

14.5 I am 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 I will do my 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 I shall assume no liability in connection with the same:

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

15.2.2 I 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 my 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 in the UK. This does not currently apply to residents of the USA 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 I am 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 my discretion, and I may refuse to provide any part of my Services at any time.

### **18 Disputes**

18.1 I will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services I have provided or any other matter, please contact me as soon as possible using the contact details set out at the top of this page. [drgillian@lincolnshirewomensclinic.co.uk](mailto:drgillian@lincolnshirewomensclinic.co.uk)

18.2 If a dispute cannot be resolved in accordance with my Complaint Handling Policy or you are unhappy with the outcome, you may refer it to the relevant governing body being: <https://www.gmc-uk.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.