

TERMS AND CONDITIONS

1. ABOUT

- 1.1. Tickle Medical Services Limited ("**We**", "**our**", "**us**", "**Practice**") is the company that provides the general practitioner medical services ("**Services**") led by Dr Elaine Tickle. The Practice is a dedicated, bespoke general medical practice that makes patient care our priority.
- 1.2. By using our Services, you accept these conditions in full, along with all other rules, policies and procedures that are and may be published from time to time by the Practice (together "**Terms and Conditions**").
- 1.3. Please read these Terms and Conditions carefully as they govern your use of our Services.
- 1.4. If you do not agree to these Terms and Conditions you will not be permitted to use our Services. If you do not understand or have any questions about the Terms and Conditions, or the Services provided by the Practice, please contact us using the contact details in the "Contact" section of our website – www.drlickle.co.uk/contact.
- 1.5. We reserve the right to change the Terms and Conditions at any time. Where alterations constitute a material change you will be notified through the e-mail associated with your account. What constitutes a material change shall be determined by us at our sole discretion, in good faith, using common sense.

2. ANNUAL SUBSCRIPTION

- 2.1. The Practice provides patients with the option of joining an annual subscription package, which offers those annual subscribers a reduced rate of our fees.
- 2.2. Annual subscribers must pay an initial registration fee of £325, followed by a yearly fee of £100 on the anniversary of the initial registration.
- 2.3. Some of our fees for annual subscribers and other additional services can be found in the "Fees" section of our website – www.drlickle.co.uk/fees.

3. FEES AND PAYMENT

- 3.1. Some of our fees can be found on our website - www.drlickle.co.uk/fees.
- 3.2. We reserve the right to increase our fees from time to time and will notify our patients accordingly if this is the case.
- 3.3. We accept payment of our fees by way of credit or debit card, bank transfer or cash only.
- 3.4. We do not accept payment by cheque, insurers or through healthcare schemes.
- 3.5. The patient (unless they are a minor) is responsible for the payment of our fees (irrespective of whether an alternative person is settling the invoices and fees on behalf of the patient).
- 3.6. For returning patients, all payment information can be stored securely on payment processing system. Pursuant to these Terms and Conditions, you will be asked to agree to our using such

details to take payment for our Services at any and all future appointments made with the Practice as and when they become due. For further details on how your information is stored, see Section 11 'Data Protection'.

- 3.7. You must pay for our Services on the day of your appointment however in the event that any invoices are sent to you after your appointment these must be settled immediately and failing which certainly by no later than 7 days after the date of the invoice. Failure to pay will incur daily compounded interest at a rate of 4% above the Bank of England base rate.
- 3.8. By accepting these Terms and Conditions, you agree to receive any invoices by way of e-mail. We do not offer paper invoices or receipts. If you would like to discuss an alternative method of receipt, please contact our Practice Manager to discuss your options. Please see Section 11 'Data Protection' for further details in respect of this and your rights.
- 3.9. Any invoice addressed to a patient aged 18 years or over will be sent directly to that patient, regardless of whether an alternative person is settling the invoice. This is to ensure patient confidentiality is upheld.
- 3.10. In the event a patient wishes to leave the Practice, we reserve the right to charge a reasonable administration fee in order to cover our costs for the preparation of the patient's medical notes. Such fee will be determined upon analysis of the patient's medical notes and notified to the patient within a reasonable time prior to their departure.
- 3.11. We reserve the right to charge a reasonable administration fee, in respect of any correspondence received from a third party to the Practice in relation to a patient, for our time processing and considering such correspondence.
- 3.12. We reserve the right to refuse treatment for continual acts of non-payment. However, cases of non-payment due to extenuating circumstances will be considered at the discretion of the Practice.

4. MISSED APPOINTMENTS

- 4.1. An appointment is classed as being 'missed', if you fail to attend after more than 20 minutes from the start of the scheduled appointment.
- 4.2. In the event an appointment is missed, the full fee for the appointment will still remain payable, subject to the circumstances outlined in clause 4.4
- 4.3. If you miss two or more appointments without giving notice to us, or you have failed to attend without good reason, we reserve the right to refuse further treatment at the Practice and to withdraw you from our patient list.
- 4.4. If appointments are missed due to extenuating circumstances, it shall be at the sole discretion of the Practice whether to continue to provide treatment and/or to whether to withdraw you from our patient list.

5. NO TOLERANCE / ABUSE POLICY

- 5.1. The Practice does not tolerate abusive behaviour towards its staff or its patients.

- 5.2. By accepting these Terms and Conditions you agree to treat all staff and patients with respect and agree not to exhibit any behaviours which may be considered by the Practice as abusive behaviour.
- 5.3. If such behaviours are exhibited, we reserve the right to refuse treatment and withdraw you from our patient list.

6. FOLLOW UP CONSULTATIONS

- 6.1. You agree that if your general practitioner feels it necessary, after review of correspondence received from a third party regarding your medical condition, your general practitioner is entitled to carry out a follow up consultation in respect of their investigations. For the avoidance of doubt, each consultation and/or follow up consultation, and any required prescriptions/follow up treatments, will be subject to additional fees.

7. PROVISION OF INFORMATION

- 7.1. As a medical practice, we need certain information from you so that we can provide our Services to you, for example, personal information and medical history. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either refuse treatment or withdraw you from our patient list. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8. LIABILITY

- 8.1. Nothing in these Terms and Conditions excludes or limits the liability of the Practice for fraudulent misrepresentation, or for any death or personal injury caused by negligence of the Practice.
- 8.2. Nothing in this clause 8 shall limit your payment obligations under these Terms and Conditions.
- 8.3. Subject to anything to the contrary in these Terms and Conditions, the Practice will not be liable to the client for any:
 - 8.3.1. economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts, overhead recovery, revenue, or anticipated savings);
 - 8.3.2. any damage to the patient's reputation or goodwill; andany other special, indirect consequential loss or damage.

9. TERMINATION

- 9.1. Without affecting any other right or remedy available to it, the Practice may suspend or withdraw the supply of Services to you if:
 - 9.1.1. You repeatedly fail to pay any amount due to us on the due date for payment further to clause 3.12; or
 - 9.1.2. You become subject to any of the behaviours listed in clauses 4 and 5; or
 - 9.1.3. You become engaged in or ask that we engage in any illegal or immoral (such as, but not limited to, deceit or theft) activity.

- 9.2. Following any decision made to withdraw you from our patient list, you shall immediately pay to the Practice all outstanding unpaid invoices and interest.

10. CONFIDENTIALITY

- 10.1. You, as a patient, and we, as the Practice (subject always to our confidentiality obligations in compliance with the GMC rules as set out in clause 10.2) agree not to disclose to any person any confidential information concerning the business or patient information of the other party.
- 10.2. The Practice retains all patient and medical information on a confidential basis, in line with current General Medical Council (“GMC”) guidelines. For further information on our obligations, please see www.gmc-uk.org/ethical-guidance/ethical-guidance-for-doctors/confidentiality.
- 10.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

11. DATA PROTECTION

- 11.1. For the purposes of the Data Protection Act 1998, the patient is the data controller, and the Practice is the data processor in respect of any personal data. The Practice shall process the personal data only in accordance with your instructions from time to time and shall not process the personal data for any purposes other than those expressly authorised by these Terms and Conditions.
- 11.2. Under Article 6 of the UK General Data Protection Regulation (GDPR Rules), our communication to you by way of e-mail (in connection with your records with us, together with any billing or invoicing communications) is a legitimate interest of the Practice and is necessary for the purposes of us providing and continuing the Services to you as our patient. You will not be sent any marketing e-mails. Any e-mails sent to you will be sent in line with this Section 11. This does not affect your rights under the GDPR Rules, and you have the right to withdraw your consent for your information being processed in this way at any time.
- 11.3. The Practice shall take reasonable steps to ensure the reliability of all employees who have access to the personal data and will process the personal data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 11.4. We will take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and against the accidental loss or destruction of, or damage to, personal data to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; the nature of the data to be protected; and take reasonable steps to ensure compliance with those measures.

12. FORCE MAJEURE

- 12.1. Neither party shall be liable for any delay in performing, or failure to perform, any of its obligations in respect of the Services (i.e. a patient attending an appointment, or the general practitioner holding an appointment) if such delay or failure result from events, circumstances or causes beyond their reasonable control. If our performance of our Services is affected 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.

13. SEVERANCE

- 13.1. If any provision or part-provision of the Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Terms and Conditions.

14. RIGHTS OF THIRD PARTIES

- 14.1. A person who is not a party to these Conditions may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.

15. WAIVER

- 15.1. No waiver of any of the Terms and Conditions shall be valid unless provided in writing by us. No failure or delay by us to exercise any right or remedy provided by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England.
- 16.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter.