

## Terms & Conditions of Business

### Caroline Hill Aesthetic Skin Clinic trading as Hill Medical Skin & Health Clinic

#### For The Menopause Clinic

Welcome to Hill Medical Skin & Health Clinic, a private clinic which provides specialist medical services relating to (and limited to) the symptoms of the perimenopause and menopause. The SERVICES and any ADVICE are provided for non-urgent circumstances only, and in no way intended to replace the services of the NHS or your GP.

**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 BY CALLING 999 or 111.**

The TERMS AND CONDITIONS OF BUSINESS are set out below for SERVICES Related to Delivering Clinical Advice & Treatment for the Management of Perimenopausal & Menopausal Symptoms. Please take time to read this document carefully before signing. Please be aware that the TERMS AND CONDITIONS OF BUSINESS form a CONTRACT between yourself (the patient) and Hill Medical Skin & Health Clinic.

#### 1. Access to Services

- 1.1 It is important that you take the time to read and understand the Terms of Business laid out in this document before your first appointment. By receiving our SERVICES you agree to be bound by these TERMS AND CONDITIONS OF BUSINESS. If you do not agree to these TERMS AND CONDITIONS OF BUSINESS, we will not be able to provide the SERVICES to you.
- 1.2 In order to receive our SERVICES, you must be aged 18 or over.
- 1.3 You are required to provide photographic ID (either a valid driving licence or passport) in advance of your first appointment. The service cannot proceed without photographic identification, if it is not received prior to your first APPOINTMENT, your APPOINTMENT will be cancelled.
- 1.4 If you are affected by a learning disability, autism or both, please feel welcome to contact the clinic prior to your appointment so we can ensure we support your needs in advance of your APPOINTMENT.
- 1.5 You are welcome to be accompanied by a family member, friend or advocate if you wish to have someone with you at your APPOINTMENT. We offer a Chaperone service that can be booked in advance of your appointment.

#### 2. Terminology

“SERVICE(S)” – The provision of private advice relating to menopause care as listed on our current pricelist, including (but not limited to) the initial CONSULTATION, any follow up CONSULTATIONS or any other appointments.

“CONTRACT” – The CONTRACT is made up of the TERMS AND CONDITIONS OF BUSINESS, the medical questionnaires and any consent form(s).

“TERMS AND CONDITIONS OF BUSINESS” – This document that governs the contractual relationship between the provider (us) and its user (you).

“APPOINTMENT” - Refers to any in clinic, video or telephone call booked and chargeable time with a

“CONSULTATION” – Refers to the first appointment of your treatment in clinic.

“REMOTE CONSULTATION” – A consultation that takes place over the phone or via video call. Photo ID may be required before this can take place. The HEALTHCARE PRACTITIONER will determine if a remote appointment is medically appropriate for you.

“THIRD PARTY” – Any separate entity referred to in this CONTRACT. This includes our SYSTEM PROVIDER and pharmaceutical supplier.

“SYSTEM PROVIDER” – Our clinical record system.

“YOU” or “YOUR” – Means the client.

“WE” “US” “OUR” or “COMPANY” – means Caroline Hill Aesthetic Skin Clinic Limited trading as Hill Medical Skin & Health Clinic and The Sheffield Menopause Clinic.

“HEALTHCARE PRACTITIONER” – An individual registered with the NMC or GMC, qualified and trained to

deliver Menopause Care.

“TREATMENT PLAN” – A document outlining the comprehensive assessment of your peri-menopausal/menopausal symptoms, taking into consideration your medical history, family history, current medication, drug allergies that describes your decisions and preferences for treatment.

“WEBSITE” – Our business WEBSITES: [www.hillmedical.co.uk](http://www.hillmedical.co.uk)

### **3. Who We are**

**3.1** Hill Medical Skin & Health Clinic trades under a company registered in England and Wales; Caroline Hill Aesthetic Skin Clinic Limited, under company number 10475297. Our registered office is: Lindrick Accountancy Services Ltd, 205 Outgang Lane, Dinnington, Sheffield, S25 3QY.

**3.2** We provide the SERVICES in-person, by telephone or via the secure video portal provided by our SYSTEM PROVIDER.

**3.3** We are regulated by the Care Quality Commission (the “CQC”) under registration number: 7841849635. The CQC monitors, inspects and regulates health and social care services. For more details on what this means for you, please visit: <https://www.cqc.org.uk/provider/1-7841849635>

**3.4** Our contact details are as follows

Email: [info@hillmedical.co.uk](mailto:info@hillmedical.co.uk)

Contact Number: 0114 235 1193

Premises Address: 119 Ecclesall Road South, Sheffield, S11 9PJ, South Yorkshire

### **4. Introduction**

**4.1** These TERMS AND CONDITIONS OF BUSINESS who we are, how we provide the SERVICES to you, how either party may change or end the CONTRACT, what our liability is to you is and other important information.

**4.2** We may amend these TERMS AND CONDITIONS OF BUSINESS from time to time and will inform you by email of any significant changes made. Any amendments to the TERMS AND CONDITIONS OF BUSINESS (CONTRACT) shall be effective from the date upon which we communicate the changes to you.

**4.3** 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.

### **5. Your Privacy & Personal Information**

**5.1** Our Privacy Policy is available on our website.

**5.2** 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 any query or complaint about the use of your personal information.

**5.3** Your personal information will be stored on our secure system via our System Provider.

### **6. Booking Appointments for CONSULTATIONS and other APPOINTMENTS**

**6.1** To book an APPOINTMENT for a CONSULTATION, you are required to call us on the telephone number found on our website, or online via our website booking facility.

**6.2** At the time of booking your appointment, full payment will be required to secure your appointment.

**6.3** 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 will include the following:

- Your full name
- Your date of birth
- Your full postal address including postcode
- Your mobile telephone number
- Your current email address

- Your next of kin name and contact details
  - Your GP's name and address
- 6.4** When you book your APPOINTMENT for your Initial CONSULTATION, we will communicate our acceptance of your booking with an APPOINTMENT confirmation via SMS and email.
- 6.5** A link to a copy of this document will be sent by email within your APPOINTMENT CONFIRMATION. You will be required to carefully read, agree and sign this document, upon pressing submit, the signed document will be returned to us electronically. If you have any problems with signing the document electronically, please ensure to arrive to your CONSULTATION 30 minutes prior to ensure you have enough time to read and sign in clinic. If you have not completed the forms beforehand and do not arrive within plenty of time to allow these to be done in clinic, it may be necessary to reschedule your appointment and a full new payment will be required. **Please be aware that your CONSULTATION cannot proceed without agreeing to and signing the TERMS AND CONDITIONS OF BUSINESS.**
- 6.6** 48 Hours prior to your APPOINTMENT time, you will receive a second email containing two links to:
- Menopause Symptom Score Chart
  - Pre-Menopause Consultation Form
- Please ensure **both** of these forms are completed prior to attending clinic with true and accurate information. Please contact the clinic if you have any difficulties completing these forms.
- 6.7** Prior to your appointment, it is your responsibility to make yourself aware of **all the costs** associated with this service by referring to our up to date price list that is located on our website: [www.hillmedical.co.uk](http://www.hillmedical.co.uk)
- 6.8** Please take time to read section 8 regarding our Cancellation Policy.
- 6.9** This CONTRACT will commence on the date we receive the full payment for your Initial CONSULTATION.
- 6.10** You will be required to pay for your appointment in full over the telephone to secure any type of APPOINTMENT (held either in clinic, online or over the telephone) when you make the booking.
- 6.11** If you have not seen or contacted one of our HEALTHCARE PRACTITIONERS as part of the SERVICE for two years or more, you will be required to book an Initial CONSULTATION at full price.

## 7. Carrying out the services

- 7.1** Until you receive your Appointment Confirmation, we are not obliged to deliver any SERVICES to you.
- 7.2** Your CONSULTATION cannot go ahead until we have received **all** completed forms:
- Menopause Symptom Score Chart
  - Pre-Menopause Consultation Form (Including uploading photographic ID)
  - Signed TERMS AND CONDITIONS OF BUSINESS that includes our CONSENT form.
- 7.3** You will receive a copy of your TREATMENT PLAN within 14 days of your initial CONSULTATION
- 7.4** We cannot carry out the SERVICE without prior consent to share the initial CONSULTATION notes, TREATMENT PLAN, notes from any subsequent follow up APPOINTMENT(S), results of blood tests, and any prescribing decisions. This is to ensure safe and consistent care across all healthcare sectors.
- 7.5** You acknowledge that there may be events beyond our reasonable control that affect our ability to deliver the SERVICES to you. For example, staff sickness or emergency. If this is the case, there may be a delay and we will make every effort to keep you informed of the circumstances and will resume the services as soon as possible. In this case, your deposit is transferrable to a new appointment time.

## 8. Payment

- 8.1** As per section 6.7, it is your responsibility to make yourself aware of **all the costs** associated with this service.
- 8.2** We accept most credit and debit cards as payment for the SERVICES. We do not accept cash or cheques.
- 8.3** In order to pay the charges for your SERVICES, you will need to provide us with payment card details over the phone. You must have authority to use this payment card, payment will be taken immediately. These card details will never be stored.
- 8.4** Payment is taken in advance for any face to face or online CONSULTATIONS, or any other type of APPOINTMENT with a HEALTHCARE PRACTITIONER. Payment will be taken either in clinic, over the phone or via our website booking system prior to your appointment time.
- 8.5** Please be aware there may be supplementary charges for any prescriptions or blood tests.

- 8.6** Prescriptions as per section 13, will not be issued or sent until full payment has been made. Blood tests will not be processed or forwarded to the relevant laboratory until full payment has been made.
- 8.7** Reimbursements will not be made for appointments that fall shorter than the timeframe stated on our current pricelist.

## **9. Your rights to cancel or reschedule an APPOINTMENT with us**

- 9.1** You may cancel or reschedule any APPOINTMENT 48 hours prior to your appointment time by written email or telephone only. Any cancellation or request to reschedule that gives less than 48 hours notice, will incur a full fee for that appointment. Please refer to the pricelist mentioned in section 6.7.
- 9.2** You may not cancel any request for prescription medicines once the prescription has been issued by the healthcare professional and paid for. However, you can change your mind and you do not have to purchase the order from the pharmacy. If this is the case, please notify us so we can update your medical notes.
- 9.3** If you decide to cancel your appointment at any time up until 48 hours prior to your appointment, the payment you have made to secure the appointment will be refunded in full, using the same means of payment as you used for the initial transaction.
- 9.4** You may reschedule an appointment by contacting us by email or telephone. Your payment will be transferred to secure the new booking.
- 9.5** You will be charged for the full cost of the appointment if you reschedule the appointment within 48 hours of the original booking.
- 9.6** In clinic appointments can be amended to a telephone call or video call appointment if you prefer, only if deemed medically appropriate by the HEALTHCARE PRACTITIONER.

## **10. Our rights to end the CONTRACT with you**

- 10.1** We reserve the right to terminate the provision of all or part of the SERVICES at any time without any liability, by providing you with written notice via email.
- 10.2** We may end the contract immediately in the following circumstances:
- If we are subject to any laws or regulations which require us to end the use of the SERVICES.
  - If you are direct difficult, harassing, or abusive behaviour towards our members of staff.
  - If you fail to provide true and accurate information regarding your personal details, medical history, symptoms, or identification.
  - If you fail to pay the charges for any of the services, in accordance with section 7.
  - If you fail to attend an appointment and have not cancelled or rescheduled the appointment in accordance with section 8.
  - If you do not provide photographic ID prior to your appointment.
  - If you do not provide consent to share the TREATMENT PLAN with your GP.

## **11. Your rights to end the CONTRACT with us**

- 11.1** Please kindly notify us in writing by email or by post or a telephone call should you wish to cancel the CONTRACT with us, as per section 2.
- 11.2** You may end the CONTRACT with us at any time providing that there are no CHARGES or fees outstanding.
- 11.3** We will reimburse any outstanding payment for a CONSULTATION or any other APPOINTMENT that you have paid for, providing that you do not choose to end the CONTRACT within the 48-hour cancellation/ reschedule notice period, in accordance with section 8. In which case you will be required to pay the full fee for the appointment.

## **12. Refunds**

- 12.1** You agree to pay for your HEALTHCARE PRACTITIONERS time for the Initial CONSULTATION and/or any type of APPOINTMENT, regardless of the outcome. We will not provide refunds for any appointments held online, over the phone or in clinic.
- 12.2** Please refer to section 8 for information regarding our terms for refunding deposits.

### 13. Pharmacy Services, Prescriptions and THIRD PARTY services

- 13.1** There is a fixed fee for your HEALTHCARE PRACTITIONER to issue a prescription.
- 13.2** We may prescribe medicines and/or recommend third party services, however we are not responsible for the supply and/or delivery of prescribed medicines, or THIRD PARTY services.
- 13.3** You may choose to obtain your medication from a local pharmacy, in which case we will provide you with a private prescription, which can be collected from the clinic or posted to your home address. It is your responsibility to take this to the pharmacy of your choice to obtain the medication. Alternatively, we can forward a private prescription to an online pharmacy. In this case, you will be responsible for ordering the prescribed medication online via the pharmacy website, or by telephoning the pharmacy directly. You will be notified which pharmacy your prescription has been forwarded to.
- 13.4** All pharmacies are registered with the General Pharmaceutical Council (GPhC). Information about a specific pharmacy can be found at <https://www.pharmacyregulation.org/registers/pharmacy>. In addition, further information about a pharmacy can be found by contacting them directly.
- 13.5** All prescription medications dispensed, and all other products and services provided by a pharmacy are dispensed under that pharmacy's terms and conditions. You can obtain a copy of a pharmacy's individual terms and conditions by contacting them directly.
- 13.6** To enable 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 may contact you directly to process the prescription, including to confirm your details and to arrange delivery.
- 13.7** All medication and dispensing fee's will differ between pharmacies. It is your responsibility to check and pay the full cost for the medication.
- 13.8** Availability of medications can vary between pharmacies and national supply chains may affect supply of prescribed medications. We are not liable or responsible for the supply of any medications that are prescribed by our HEALTHCARE PRACTITIONERS.
- 13.9** For repeat prescriptions, it is your responsibility to notify the clinic 14 days before the end of your current prescription medication runs out. This gives the HEALTHCARE PRACTITIONER chance to write, sign and send (if required) the repeat prescription and raise any queries with you if required. Please refer to the up to date pricelist on our WEBSITE.

### 14. Limitation of Liability

- 14.1** We are not legally responsible for any losses that are not foreseeable to you and us when the CONTRACT was formed. Except for any legal responsibility governed by law (eg. death or personal injury), or laws relating to the protection of your personal information, we are not liable for the following:
- Loss, damage or distress arising from the use of THIRD PARTY services.
  - Loss, damage or distress arising from unauthorised use of or damage to your data or content caused by THIRD PARTY services.
- 14.2** Our total liability to you for any one event or series of related events (foreseeable loss, as per 13a) shall not exceed the sum of 100% of the total amount paid by you for the SERVICES in the 12 months prior to the event.
- 14.3** Our HEALTHCARE PRACTITIONERS operate as either employees of the COMPANY or as independent contractors. All HEALTHCARE PRACTITIONERS must provide their SERVICES with the knowledge, skill and care in accordance with the GMC or NMC guidelines and regulations.
- 14.4** HEALTHCARE PRACTITIONERS operating as independent contractors are required to carry professional indemnity insurance and are **solely** responsible for the advice and SERVICES they provide to you.
- 14.5** We are not able to guarantee the availability of any particular HEALTHCARE PRACTITIONER.
- 14.6** We are a separate entity to any THIRD PARTY referred to in this CONTRACT. Including the SYSTEM PROVIDER and any pharmaceutical supplier.
- 14.7** We will endeavour to ensure that you receive continuity of care with the same HEALTHCARE PRACTITIONER. However, in the event of annual leave or absence, another suitably qualified and experienced HEALTHCARE PRACTITIONER may need to provide care and prescribe to you.

## **15. Other Important Terms**

### **15.1 Children**

All visitors to our clinic under the age of 16 must be accompanied by a responsible adult at all times. A person receiving treatment or consultation is not deemed responsible in respect of this clause and children must never be left unaccompanied. Where possible, please avoid bringing children to your appointment without a responsible adult. If you do, we reserve the right to charge for any appointment that is rescheduled for this reason. We will always do our best to find an appointment that works around your childcare/carer commitments.

### **15.2 Nobody else has any rights under this CONTRACT**

This CONTRACT is between you and us. No other person shall have any rights to enforce any of its terms.

### **15.3 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.

### **15.4 Even if we delay in enforcing this CONTRACT, we can still enforce it later**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this CONTRACT, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

### **15.5 Which laws apply to this CONTRACT and where you may bring legal proceedings**

These terms are governed by English law, and you can bring legal proceedings in respect of the SERVICES in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the SERVICES in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the SERVICES in either the Northern Irish or the English courts.

### **15.6 Alternative dispute resolution**

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 details outlined in section 2. Our complaints policy can be accessed via our WEBSITE. The CONTRACT including these TERMS AND CONDITIONS are governed by English law and are subject to the exclusive jurisdiction of the English courts.

### **15.7 Smoking**

Our premises, including our car park and front of the premises, are smoke-free zones. Smoking is prohibited.

### **15.8 Lateness**

If you are running late to your appointment, we ask that you notify the clinic by telephone only. For certain appointments, it is essential that we have the appropriate amount of time to ensure you are aware of contraindications of treatment and have time to read and fully understand consent forms, and have a chance to ask questions. For this reason, we cannot shorten or rush through any appointments so it may be necessary to reschedule your appointment.

### **15.9 Overseas Patients**

We do not currently provide services to those domiciled outside the United Kingdom, or to those who are not registered with an NHS GP.

## **16. Your Personal Data**

**16.1** Your personal data (i.e. name, date of birth, address, contact number(s), email address and your preferences) will be stored on our patient management system. We reserve the right to refuse treatment to clients who do not provide their full details as requested.

By providing your contact number and email address, you are automatically opted-in to SMS and email confirmations/appointment reminders. Please inform a member of staff if you wish to opt-out of these. Marketing emails or SMS messages will not be sent unless you have given us your consent to do so. Please ensure you make us aware if any of your details have changed since your last visit. Your privacy and personal information are important to us. Any personal information that 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 any query or complaint about the use of your personal information. Please refer to our WEBSITE for further information on our Privacy Policy.

#### **16.2 How we may use your personal information**

We will use the personal information you provide to us to:

- a) Provide the SERVICES.
- b) Process your payment for such SERVICES.
- c) If agreed, to inform you about the SERVICES we provide but you may stop receiving these communications at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so.

### **17. If there is a problem with the SERVICE & your right to complain**

**17.1** You are encouraged to provide suggestions, compliments, concerns and complaints and we offer a range of ways to do this. All complaints are treated with respect, sensitivity, and confidentiality. All complaints are handled without prejudice or assumptions about how minor or serious they are. You can make complaints on a confidential basis or anonymously if you wish and be assured that your identity will be protected. You will not be discriminated against or suffer any unjust adverse consequences as a result of making a complaint about standards of care or service.

#### **17.2 How to tell us about your problems**

If you have any questions or complaints about the SERVICES, please contact us using the details outlined in clause 2.2. Please feel welcome to request a hard copy of our complaints policy, which is also available by email or on our WEBSITE. We aim to provide you with a full written response within 28 working days. Where this is not possible, we will provide you with a transparent explanation as to the cause of the delay.

**17.3** If for any reason you remain unhappy about the way your complaint has been handled or the final outcome, we will advise you to pursue the matter further with an independent organisation. You can do this by contacting the following:

##### **a) ISCAS**

You may wish to contact the Independent Sector Adjudication Service (ISCAS) who provide independent adjudication of patient complaints for the private healthcare sector:

<http://iscas.cedr.com/patients/complaints-process>

##### **b) Care Quality Commission (CQC)**

[You may wish to contact the Care Quality Commission:](#)

<https://www.cqc.org.uk/contact-us/how-complain/complain-about-service-or-provider>

### **18. Disputes**

**18.1** We will try to resolve any disputes with you quickly and efficiently.

**18.2** If you are unhappy with the SERVICES we have provided, or any other matter, please contact us as soon as possible using our contact details outlined in section 2d, or by accessing our website:

[www.hillmedical.co.uk](http://www.hillmedical.co.uk)

**18.3** Our Complaints Policy can be accessed at [www.hillmedical.co.uk](http://www.hillmedical.co.uk)

**18.4** The CONTRACT including these TERMS & CONDITIONS OF BUSINESS are governed by English law and are subject to the exclusive jurisdiction of the English courts.