Terms and Conditions for Consultations, Non-Surgical Treatments and Minor Procedures

Please read carefully before booking your appointment

These Terms and Conditions ("Terms") apply to consultations, non-surgical treatments and minor procedures provided by My-iClinic Ltd, trading as My-iClinic ("My-iClinic", "we", "us", "our"), a CQC-registered clinic of 960 High Road N12 9RY Company No 07154126. They form the contract between us and you (the "Patient", "you") once you book an appointment with us.

If any other literature or information we provide conflicts with these Terms, these Terms will take precedence. Nothing in these Terms limits or affects your statutory rights as a consumer.

1. Fees and Payment

We invoice you, and take payment, for the Hospital Fee and the Clinician Fee together, unless private medical insurance (PMI) is paying, in which case we invoice your insurer directly.

- The Hospital Fee covers suitable facilities, consumables , diagnostics undertaken onsite and staffing for your appointment.
- We collect the Clinician Fee as an agent on behalf of the Clinician who treats you.

2. Our Commitment to You

In providing your appointment, treatment or procedure, we will:

- make sure it is carried out by an appropriately trained Clinician or Technician
- satisfy ourselves that they hold appropriate professional indemnity insurance and the qualifications and registrations they need to practise
- provide suitable facilities
- give you the information you reasonably need to decide whether to go ahead
- provide our own services with reasonable care and skill, as required by the Consumer Rights Act 2015.

3. Your Clinician

Any Clinician who treats you has a direct professional relationship with you and is personally responsible for your clinical care, including any clinical advise and diagnosis, explaining the Procedure, its risks and expected outcome, and deciding whether it is suitable for you. Clinicians are independent contractors, not employees of My-iClinic, so we do not carry vicarious liability for their clinical decisions, this does not affect your right to claim against them directly, nor does it limit our own liability for our own negligence (see Section 9).

4. Your Responsibilities

- Read and ask questions about the literature we give you before consenting to treatment.
- Give us accurate, up-to-date medical information before every treatment.

- Pay for your appointment, treatment or procedure on time.
- Follow all pre-operative guidance, including pre operative medication instructions, and all post-operative guidance given by your Clinician, your outcome will depend on this.

5. Payment

5.1 Self-pay appointments

- A deposit is required to secure your appointment. This is refunded in full if you cancel with at least 48 hours' notice; otherwise, it is deducted from your treatment cost, or retained if you do not attend.
- Where we know the cost in advance, payment is due 48 hours before your appointment. Where the Clinician decides the treatment on the day, payment is due on the day.
- If further external laboratory testing is needed to confirm a diagnosis, we will let you know the cost before it goes ahead, and you must settle it before we proceed.

5.2 Insurance appointments

- You must give us your policy number and a valid authorisation code before your appointment. If you cannot, you will need to pay us directly and reclaim the cost from your insurer.
- A deposit is required to secure your appointment, refunded in full if you cancel with 48 hours' notice or after your appointment takes place. Refunds may take up to 7 days to reach your card.
- If your insurer's fee is lower than our self-pay fee, and you provide your authorisation code only after treatment, we cannot refund the difference.
- An authorisation code covers one specific condition. Additional conditions need a new code or self-payment.
- If your insurer declines to pay in part or in full, you are responsible for the shortfall or the full self-pay fee.

6. Cancelling or Postponing

6.1 Your statutory right to cancel (distance and off-premises contracts)

Under the Consumer Contracts Regulations 2013, if you booked entirely by phone, online or another distance method, without attending our premises first, you have a statutory right to cancel within 14 days of booking, without giving a reason, subject to payment for any service already provided at your request within that period.

6.2 Our cancellation and postponement policy

Cancellations and postponements must be made by telephoning the clinic on 0208 445 8877, all calls are recorded for monitoring purposes.

- Fees are fully refundable if we receive your cancellation call at least 48 hours (during our working week Mon- Fri) before your appointment.
- If we receive less than 48 hours' notice, your Fee is not refundable, unless we are able to fill your appointment slot with another patient, in which case we will refund you.
- If a postponement is later cancelled, we treat this as a cancellation from that later date.
- If you do not attend, and have not given the notice above, we treat the appointment as fulfilled, no refund or rescheduling is available.
- If you are late, we will do our best to fit you in, but this cannot be guaranteed. If your appointment cannot go ahead because you arrived late, this is treated as a cancellation.

My-iClinic Ltd Company number 07154126 Registered in England

> *These charges reflect the clinic time we have reserved for you and are unable to reassign at short notice, they are not intended to penalise you.*

6.3 Other cancellation points

- Where a fee for a course of treatment becomes refundable, we calculate the refund by charging each treatment already received at its individual price.
- We will tell you in advance about any preparation needed for your appointment, treatment or procedure. If you do not follow this guidance, your appointment may be cancelled, shortened, or additional fees charged.
- Your Clinician will always assess whether treatment is suitable for you before going ahead. If they decide it is not, they will explain why, and you will only be liable for the cost of your initial consultation, where applicable.
- We do not reimburse expenses following any cancellation, by you, us, or your Clinician.
- Products including consumables and prescription medication are non-refundable, without prejudice to your statutory rights (for example, if a product is faulty).
- A fee applies for Doctors' consultations, including where you are found unsuitable for treatment.
- Any credit on your patient account that is unused after 2 years from the date of payment will be forfeited. We will contact you before this happens wherever we can.

7. Complaints

We aim to treat every patient fairly, compassionately and professionally.

- If you are unhappy with any part of your care, please contact the clinic at manager@my-iclinic.co.uk, and in any event within 6 months of your appointment.
- If we cannot resolve things informally to your satisfaction, write to manager@myiclinic.com and we will send you our Complaints Procedure Patient Guide.
- Where the Independent Sector Complaints Adjudication Service (ISCAS) guidance applies, you should raise your concerns in writing and, if relevant, be assessed by your treating Consultant, within 6 months of your original treatment, to preserve your right to an independent ISCAS referral.

No treatment outcome can be guaranteed. Outcomes vary between patients for reasons including infection, individual healing response, medical history and how closely aftercare advice is followed. If further treatment is needed for these reasons, there is usually a charge, unless the need arises from our negligence.

8. Liability

Nothing in these Terms excludes or limits our liability, or that of any Clinician or Technician, for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of the terms implied by the Consumer Rights Act 2015, including that services will be provided with reasonable care and skill; or
- any other liability which cannot lawfully be excluded or limited.

Subject to the above, neither My-iClinic, the Clinician nor the Technician is liable for indirect or consequential loss (including loss of profit), or for damage caused by your failure to disclose material medical information, or your failure to follow instructions or recommendations, except where this results from our own negligence.

My-iClinic Ltd Company number 07154126 Registered in England

9. Data Protection

We process your personal data, including health information, to provide your care and run our clinic safely, in accordance with UK GDPR and the Data Protection Act 2018, including sharing relevant information with the Clinicians and Technicians involved in your care. Full details are in our Privacy Policy, available at [Privacy Policy link] or on request.

10. Events Beyond Our Control

We are not liable for any failure to perform our obligations caused by events beyond our reasonable control, including infectious disease outbreaks, terrorism, war, civil unrest, or natural disasters, that we could not reasonably have foreseen.

11. Changes to These Terms

We may update these Terms from time to time, for example to reflect a change in the law or our services. We will not apply a change to an appointment you have already booked and paid a deposit for, unless the law requires it or you agree. Any variation must be confirmed to you in writing and countersigned by a Director of My-iClinic.

12. General

- These Terms, and the services we, our Clinicians and Technicians provide, are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
- Nothing in these Terms affects your other legal rights as a consumer.

My-iClinic Ltd Company number 07154126 Registered in England