



Ryminster
Healthcare



Summerfield
Healthcare

Please read all terms & conditions before use of this website or services.

TERMS AND CONDITIONS

1. "We" are Ryminster Healthcare Limited trading as Summerfield Healthcare, a company registered in England and Wales under company number 07844746 and with our registered office at Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.
2. "You" are the customer who has accessed our services through our websites or called our telephone number and has placed an order for our service(s).
3. These terms and conditions along with our Privacy Policy (together, the "Terms") apply throughout our website and during any telephone call or written correspondence between you and us. If there is any conflict between these Terms and any terms or conditions found elsewhere on our website, or in any written or verbal communication between you and us, these Terms shall prevail.

OUR SERVICE

4. The terms & conditions set out below, constitutes an agreement between you and us in relation to your use of the Ryminster Healthcare Limited website and services.
5. Ryminster Healthcare Limited is NOT to be used in an emergency situation
 - a. If you believe that you or the person you are assisting is in an urgent or emergency situation you should immediately dial 999 or seek alternative emergency medical services.
 - b. You should call 999 in a critical or life-threatening situation, such as if someone has:
 6. difficulty breathing
 7. severe bleeding and it can't be stopped
 8. severe chest pain
 9. loss of consciousness
 10. acute confused states and fits which aren't stopping
 11. or if you believe someone is having a heart attack or stroke.
12. All medical advice and treatment given at Ryminster Healthcare Limited is in the interest of the patient, please do not assume that advice or treatment that is recommended by our clinicians is the only option available.
13. Patients must give an honest response to requests for information relating to their medical history and current presentation when requested. Ryminster Healthcare Limited will accept no accountability if you withhold vital information or are dishonest.
14. Children under the age of 16 must be accompanied by a parent or guardian.
15. Ryminster Healthcare Limited reserves the right to refuse to administer a treatment.
16. **Email confirmation.** We will issue an email confirmation to you following acceptance of your appointment by us. If you do not receive this confirmation prior to the date of your appointment, you must inform us so that we can arrange for this to be sent to you. You must not fail to attend an appointment because you have not received the email confirmation and



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if you choose not to attend the appointment because of this, you will not be issued a refund for the medical examination.

17. **Language barrier.** The doctor will only conduct your appointment/examination if they are satisfied that you have a sufficient understanding of all of the questions asked of you. It is your responsibility to arrange for a translator to attend the appointment with you if you there is likely to be a language barrier between you and the doctor. Please note we will not provide a refund for any medical appointment where the appointment cannot be carried out due to a perceived language barrier.

PRIVATE PRESCRIPTIONS

18. You understand and accept there is no guarantee whatsoever that you will be issued or provided with a prescription for any medication and acknowledge that the issuing of any prescription is at the sole discretion of the consulting Practitioner.
19. Prescriptions will only be issued by Practitioners under circumstances that are appropriate, legal, responsible and as the result of discussion and mutual agreement between you and the Practitioner.
20. You accept that it remains an individual Pharmacist's right to refuse to fulfil any prescription and/or dispense medications when presented with a legal prescription.
21. The cost of medication prescribed by a doctor at the Ryminster Healthcare Limited must be met by the patient.
22. The cost of any further recommended treatments, investigations or tests will always be discussed with the patient before initiation.
23. You will be charged the current fee for any letters, including but not limited to referral letters, except those (if requested) informing your NHS GP of your consultant.
24. You accept without question that each Practitioner, at their sole discretion, creates prescriptions, letters and sick notes on their own professional judgement and legal obligations and that the content of such items is individual, based on information you provide to the Practitioner. You must not tamper with the content of any such items. You acknowledge that there is no guarantee or warranty that such items will contain the content you desire(d), hope(d) for, expect(ed), were informed of, understood or believed they would contain.
25. If you lose a prescription, letter or sick note a copy may be issued, subject to the prescribing Practitioner agreeing to re-issue the document. There is no guarantee that a Practitioner will agree to re-issue any document. In the event that the Practitioner re-issues your lost prescription, letter or sick note you will be charged in accordance with the current cost for a replacement.
26. You will be charged the current price for a Sick Note; if a sick note is required you must discuss this during the consultation.



CANCELLATIONS

27. **Cancellation by you.** In the event that you wish to cancel your medical appointment, you must provide us with at least 1 working day notice (Monday to Friday). Where you provide us with this notice, we will refund the fee paid by you for the cancelled medical appointment. If you arrange an appointment with us that is due to take place within 1 working days from the date of booking the appointment, you accept that you lose your right to cancel that appointment due to the short timescales between the date of booking and the date of attendance. In the event that you do not provide us with the correct notice, you will lose the fee paid for the medical appointment and this will not be refunded to you. Any cancellations within 24 hours of the appointment time are not refundable.
28. **Failure to attend / delay in attending.** If you fail to attend a medical appointment or, are late in attending an appointment and we are unable to uphold it due to the fact that you were late, you will not, under any circumstance receive a refund for the fee paid for the medical appointment.
29. **Postponed appointments.** In the event that you wish to re-arrange your medical appointment, you must provide us with at least 1 working day notice (Monday to Friday). If you are unable to confirm your availability for a new appointment at the time of postponement then the credit for the postponed appointment will only be valid for a maximum of 30 days after the date of postponed appointment. Your appointment can only be cancelled or re-arranged once. Subsequent changes to your appointment will incur another booking fee.
30. It is not possible to rearrange your appointment if you fail to attend. A new appointment must be made at full price.
31. **Cancellation by us.** If we are unable to uphold your medical appointment for any reason (for example, because a doctor is unable to attend the clinic on a particular date) we will notify you of this as soon as it is reasonably practicable to do so and do our best to rearrange your appointment for another date / time. Our liability for the cancelled appointment will be limited to the refunding of the sum paid by you for the medical appointment and we will not, under any circumstance, accept liability for or otherwise be held responsible for any consequential loss that you might incur as a result of the cancellation.

DELAYS OUTSIDE OF OUR CONTROL

32. We are not responsible for delays outside our control. If the provision of our 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 and receive a refund for any services you have paid for but not received.

PAYMENT

33. **When you must pay and how you must pay.** We accept payment with credit or debit card including Visa, Mastercard or Maestro. We do not accept American Express. You must pay us in advance the full price of the medical appointment before the date of your appointment unless we have confirmed in writing that full payment in advance is not required. Your appointment will not be confirmed until such time as we have received payment in full for



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the medical appointment from you, unless we have confirmed in writing that full payment in advance is not required.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

34. **Our responsibility for loss or damage suffered by you.** We are not liable for business losses. If you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

YOUR PERSONAL INFORMATION

35. How we may use your personal information- We will only use your personal information as set out in our privacy policy: www.summerfieldhealthcare.co.uk/privacy-policy.

INFORMATION WE PROVIDE

36. Ryminster Healthcare Limited are not responsible for the accuracy of information given by administrative staff via email or telephone outside of formal consultations, this is for guidance purposes only.

OUR WEBSITE

37. Ryminster Healthcare Limited does not guarantee that all information on our website is free from error. We update our website on a regular basis and change the contents. However material on our website may be out of date at any given time. Ryminster Healthcare Limited is under no obligation to update such material.
38. Ryminster Healthcare Limited does not guarantee this website or server is virus or bug free. 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.

EVENTS OUTSIDE OUR CONTROL

39. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or event beyond our reasonable control (an "Event outside Our Control").
40. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
41. we will contact you as soon as reasonably possible to notify you; and
42. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event outside Our Control.
43. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel, please contact us. If you opt to cancel, we will refund in full the total price you have paid for the Contract.



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OUR RIGHT TO VARY THESE TERMS

44. We may amend the Terms from time to time.
45. Every time you order a service from us, the Terms in force at the time of placing your order will apply to the Contract between you and us.
46. If we have to revise the Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and what orders will be affected. We will let you know how to cancel the Contract if you are not happy with the changes.

OTHER IMPORTANT TERMS

47. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
48. **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. 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.
49. **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.
50. **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 your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date
51. **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 products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
52. If you have any queries regarding the terms & conditions please email paul@summerfieldhealthcare.co.uk
53. **Registered office address**
54. Charlesworth Court Knights Way, Battlefield Enterprise Park, Shrewsbury, England, SY1 3AB.
55. Registration with Care Quality Commission – Provider ID: 1-6092101802



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