

Medical Appointments

Your agreement with us

TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. 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.
- 1.2. 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. "**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 Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.
- 2.2. "**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).
- 2.3. **How to contact us:** If you wish to contact us for any reason you can telephone our customer service team on 0333 9000 010 or email us at: enquiries@summerfieldhealthcare.co.uk.
- 2.4. **How we may contact you:** If we need to contact you, we will do so by e-mail, phone or occasionally by letter using the contact details you provide to us in your order. By providing us with your contact details you give us your consent to contact you about the service we provide and Products you have bought or enquired about. If necessary, we may leave you a message.

3. HOW THE CONTRACT IS PERFORMED BETWEEN YOU AND US

- 3.1. Payment must be received in full in cleared funds prior to the delivery of the service.
- 3.2. Once payment is received, we will confirm our acceptance to you by sending you a confirmation email ("**Acceptance Confirmation**"). The Contract between us will only be formed on the date we send you the Acceptance Confirmation (the "**Contract**").

4. EMERGENCY SITUATIONS

- 4.1. Ryminster Healthcare Limited is NOT to be used in an emergency situation.
- 4.2. 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.

- 4.3. You should call 999 in a critical or life-threatening situation, such as if someone has:
- 4.3.1. difficulty breathing;
 - 4.3.2. severe bleeding and it can't be stopped;
 - 4.3.3. severe chest pain;
 - 4.3.4. loss of consciousness;
 - 4.3.5. acute confused states and fits which aren't stopping; or
 - 4.3.6. or if you believe someone is having a heart attack or stroke.

5. OUR SERVICES

- 5.1. These Terms relate to the provision of booking and attending a medical appointment with us and the preparation for and provision of medical advice and treatment in relation to each separate appointment ("**Services**").
- 5.2. For the avoidance of doubt, you understand and accept that each booking constitutes a standalone service, and any subsequent booking or advice needed shall be separate from the Services provided under this Contract and will incur separate fees.
- 5.3. **You understand and accept that as part of the Services we may recommend that you undertake a blood test with Ryminster Healthcare Limited. Where this is the case all relevant parts of our Blood Testing Terms and Conditions shall apply to the fullest extent in respect of the blood test and its results. These terms can be found [here](#).**
- 5.4. 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.
- 5.5. 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.
- 5.6. Ryminster Healthcare Limited reserves the right to determine whether or not to provide or continue with an appointment at its sole discretion and may exercise this right in good faith for security, protection, wellbeing or other good faith reason without explanation to you.
- 5.7. Children under the age of 16 must be accompanied by a parent or guardian. Anyone under the age of 18 must be accompanied by an adult.

6. PRESCRIPTIONS

- 6.1. 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.
- 6.2. 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.

- 6.3. 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.

7. COSTS AND FEES

- 7.1. The cost of medication prescribed by a doctor at the Ryminster Healthcare Limited must be met by the patient.
- 7.2. The cost of any further recommended treatments, investigations or tests will always be discussed with the patient before initiation.
- 7.3. 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 consultation.

8. PRESCRIPTIONS, LETTERS AND SICK NOTES

- 8.1. 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.
- 8.2. 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.
- 8.3. You will be charged the current price for a Sick Note; if a sick note is required you must discuss this during the consultation.

9. YOUR RIGHTS TO END THE CONTRACT AS A CONSUMER

Clause 9 applies if you enter into a contract for the Services as a consumer (i.e., you are acting wholly or mainly outside of your trade, business, craft or profession).

- 9.1. Your legal right to cancel an appointment starts from the date your service booking is finalised and/or you are sent your appointment confirmation (the date on which we e-mail or text you to confirm our acceptance of your order).
- 9.2. You may end the Contract:
 - 9.2.1. if what you have bought is faulty or misdescribed you may have a legal right to end the Contract, or have the Services re-performed or get some or all of your money back. If you have any complaints with our Service, see clause 10.5 for our complaints procedure;
 - 9.2.2. by exercising your rights under the Consumer Contracts Regulations 2013 ("the Regulations") to change your mind about the services, see clause 9.4;

- 9.2.3. because of something we have done or are going to do, see clause 9.3; or
- 9.2.4. in all other cases where we are not at fault and you have not changed your mind, see clause 9.5.

9.3. Ending the Contract because of something we have done or are going to do. The Contract will end immediately, and we will refund you in full for any Services which have not been provided if you are ending the Contract for a reason below:

- 9.3.1. we have told you about an upcoming change to the Services or these terms which you do not agree to;
- 9.3.2. we have told you about an error in the price or description of the Services you have ordered, and you do not wish to proceed;
- 9.3.3. there is a risk that supply of the Services may be significantly delayed because of any act or event beyond our reasonable control;
- 9.3.4. you have a legal right to end the Contract because of something we have done wrong.

You may also be entitled to compensation.

9.4. Exercising your right to change your mind under the Regulations.

- 9.4.1. **Time Limit:** You have 14 days after the day we contact you to confirm we accept your order to cancel your appointment. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided in full. Please note that if you book an appointment for a date within 14 days from the date that we accept your order, this will shorten your cancellation period.
- 9.4.2. **When you do not have the right to change your mind:** You do not have a right to change your mind in relation to the Services, once these have been completed, even if the cancellation period is still running.
- 9.4.3. You understand and accept that under the Regulations you have a 14-day cooling off period from the commencement of the Services during which you are able to cancel the contract. However, you acknowledge that where we have supplied the Services during this 14-day cooling off period, your right to cancel the Contract is lost.

9.5. Ending the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the Contract before it is completed, but you may have to pay us compensation.

- 9.5.1. A contract for Services is completed when we have finished providing the Services and you have paid for them.
- 9.5.2. If you want to end a Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately, and we will refund any sums paid by you for the Services not provided but we may deduct from that refund

reasonable compensation for the net costs we will incur as a result of your ending the Contract.

10. REFUNDS

Subject to clause 9:

- 10.1.** Ryminster Healthcare Limited cannot offer refunds for cancellations made fewer than 2 working days for all services except any minor surgery consultation or minor surgery procedure which will be 5 working days before the scheduled appointment time.
- 10.2.** We will refund you on the credit card or debit card used by you to pay.
- 10.3.** If you fail to attend or are late for your appointment, then the cost is non-refundable.
- 10.4.** It is not possible to rearrange your appointment without charge if you fail to attend.
- 10.5.** Any request for a refund following a consultation or service provided by Ryminster Healthcare Limited after it has been carried will be dealt with under our complaints policy. Please put your complaint in writing to complaints@summerfieldhealthcare.co.uk.

11. OUR RIGHTS TO END THE CONTRACT

- 11.1.** We may end the Contract at any time if you break it. We may end the Contract at any time by writing to you if:
 - 11.1.1.** you do not make any payment to us when it is due (including, without limitation, failing to pay the excess by the due date);
 - 11.1.2.** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or
 - 11.1.3.** you or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to our employees, agents or any third parties connected to the provision of the Services.
- 11.2.** If we end the Contract in the situations set out in clause 11.1, we will refund any money you have paid in advance for the Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the Contract.
- 11.3.** Termination of this Contract is without prejudice to accrued rights and remedies
- 11.4.** Any clause that expressly or by implication is intended to apply for the period after termination of this Contract will continue to apply after such termination.
- 11.5.** At termination:
 - 11.5.1.** all appointments, licences, and authorities (express or implied) under the Contract will permanently cease for the period after the termination;

11.5.2. each party will promptly return all items (to include, but not limited to, hard copies of Confidential Information) belonging to the other party; and

11.5.3. each party will delete all digital forms of Confidential Information.

12. OUR LIABILITY

12.1. We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of the Contract or as a result of our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

12.2. Where we provide Services to you as a Consumer, we provide the Services for domestic and private use or purposes. We make no warranty or representation that the Services are fit for commercial, business, or industrial purposes of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

12.3. Nothing in the Contract seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents, or sub-contractors); or for fraud or fraudulent misrepresentation. Also, nothing in this Contract shall operate or be interpreted to exclude or limit your mandatory statutory rights as a consumer (if you order the Services as a consumer).

12.4. Nothing in the Contract seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by us about the services or about us.

13. NO GUARANTEE

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

13.2. 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.

13.3. 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.

14. HOW WE USE YOUR PERSONAL INFORMATION

14.1. You must provide us with certain personal information, including your name, address, gender, and date of birth in order to purchase our service(s). The collection of gender data is particularly important as the delivery of our services and reference ranges differ depending on whether you are male or female.

- 14.2.** Except as set out below, any information that is collected from will be used solely in relation to the Services provided to you under the Contract.
- 14.3.** We may use your information for our own business analysis, product development and marketing purposes.
- 14.4.** We will not sell or pass on your personal information to third parties to enable them to contact you directly or market their products or services to you.
- 14.5.** Ryminster Healthcare Limited is not liable if personal or medical data transmitted via an email is received by an unauthorised third party, as both parties (Ryminster Healthcare Limited & the customer) agree that internet is an environment that cannot guarantee confidentiality.
- 14.6.** We only use your personal information in accordance with our Privacy Policy.
- 14.7.** As directed by the UK Government regarding 'the list of notifiable diseases' Ryminster Healthcare Limited and/or our partner laboratories have a statutory duty to notify the 'proper officer' at your local council or local health protection team of suspected cases of certain infectious diseases.

15. OUR RIGHT TO VARY THESE TERMS

- 15.1.** We may amend the Terms from time to time.
- 15.2.** Every time you book an appointment with us, the Terms in force at the time of booking your appointment will apply to the Contract between you and us.
- 15.3.** If we have to revise the Terms as they apply to your booking, we will contact you to give you reasonable advance notice of the changes and how your booking will be affected. We will let you know how to cancel the Contract if you are not happy with the changes.

16. OTHER IMPORTANT TERMS

- 16.1.** We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Terms.
- 16.2.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 16.3.** Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 16.4.** If we fail to insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in

writing, and that will not mean that we will automatically waive any later default by you.

- 16.5.** Please note that the Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.