

1. Definitions

Medcentres Plus: Medcentres Plus Ltd, registered company number 08311156, with registered office at 1st Floor, Highfield House, Bartons Road, Fordingbridge, Hampshire SP6 1JD.

Patient: the person to whom the Appointment Letter is addressed and whose name and address are set out in it.

Appointment: the commencement of a Session.

Appointment Letter: the letter, from Medcentres Plus to the Patient, to which the Conditions are attached and which forms part of this document.

Condition: any one or more of these Terms and Conditions.

Fee: the fee set out in the Appointment Letter.

Health Profession: any one of the professions of:-

- (1) medical practitioner;
- (2) optometrist and dispensing optician;
- (3) a professional registered under the Health Professions Order 2001;
- (4) osteopath;
- (5) chiropractor;
- (6) nurse, midwife and health visitor;
- (7) dentist, dental hygienist, dental therapist, dental nurse, clinical dental technician, dental technician, orthodontic therapist; and
- (8) pharmacist.

Health Professional: a person who:-

- (1) practises as a Health Profession
- (2) is enrolled or registered on the appropriate statutory register in relation to such practice; and
- (3) whose name and Health Profession are set out in the Appointment Letter.

Location: the Location of a Session set out in the Appointment Letter.

Professional Service: a service:-

- (1) that is to be performed by a Health Professional in relation to the Patient;
- (2) that is within a Health Profession;
- (3) the primary purpose of which is the protection, maintenance or restoration of the Patient's health; and
- (4) that is set out in the Appointment Letter.

Professional Service Contract: in relation to one or more Sessions, a contract between the Health Professional and the Patient for the provision, by the Health Professional to the Patient, of the one or more Professional Services in accordance with Condition 3;

Register: the register of patients (including the Patient) maintained by Medcentres Plus and containing exclusively non-clinical information relating to them.

Registration Form: the form referred to in Condition.

Session: a session, at which one or more Professional Services are provided at the Premises, details of one or more of which are set out in the Appointment Letter.

Support Service:-

- (1) the reception of the Patient;
- (2) the care or medical or surgical treatment of the Patient; or
- (3) any other service incidental to (1),

and, in connection therewith, the supply of any goods.

Support Service Contract: in relation to one or more Sessions, a contract between Medcentres Plus and the Patient for the provision, by Medcentres Plus to the Patient, of a Support Service in accordance with Condition 4.

Time: the date and time of an Appointment, set out in the Appointment Letter.

2. Contracts and Fees

2.1. This document incorporates the following two or more separate contracts:-

- (1) one or more Professional Services Contracts; and
- (2) a Support Service Contract.

2.2. The one or more Professional Service Contracts and the Support Service Contract are formed:-

- (1) if the Patient has previously signed an acceptance of the Conditions, upon the Appointment being arranged; or
- (2) if the Patient has not previously signed an acceptance of the Conditions, upon the Patient attending at the Premises for the Appointment.

2.3. The Fee covers both:-

- (1) the fee payable to the Health Professional for the Professional Services under the one or more Professional Services Contracts referred to in Condition 2.1(1); and
- (2) the fee payable to Medcentres Plus for the Support Service under the Support Service Contract referred to in Condition 2.1(2).

2.4. Medcentres Plus is the agent of the Health Professional for the purposes of entering into and administering Professional Service Contracts.

2.5. The apportionment of the Fee, between Medcentres Plus and the Health Professional, is made according to an agreement between them, but such apportionment will be disclosed to the Patient on request.

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3. Professional Service Contract

In consideration of the Fee (apportioned in accordance with Condition 2.5), the Health Professional shall provide to the Patient the one or more Professional Services, at the Time and at the Location, subject to the Conditions.

4. Support Service Contract

In consideration of the Fee (apportioned in accordance with Condition 2.5), Medcentres Plus shall provide to the Patient such Support Service as:-

- 4.1 support the Health Professional in the provision of; and
- 4.2 are otherwise reasonably necessary to enable the Health Professional to provide,

the one or more Professional Services under the Professional Service Contract, subject to the Conditions.

5. Registration

- 5.1 The Patient shall, at or prior to the first Appointment:-
 - (1) apply for inclusion on the Register;
 - (2) provide the requisite information to enable such registration to be completed and maintained; and
 - (3) sign a registration form containing such application and information.
- 5.2 Medcentres Plus shall (if not having already done so) receive and (subject to the Patient providing such information) complete the Patient's application under Condition 5.1.
- 5.3 Medcentres Plus shall:-
 - (1) maintain the Register and the Patient's inclusion thereon; and
 - (2) do so in accordance with Condition 8.
- 5.4 Being included on the Register does not preclude the Patient from also being registered with any general medical practice under the National Health Service.

6. Session

- 6.1 Subject to Conditions 6.2, 6.3 and 6.4, an Appointment shall take place as nearly as possible at the Time.
- 6.2 If the Patient's arrival for an Appointment is delayed, the Health Professional or Medcentres Plus shall, if possible, keep the Appointment but, if not possible, may treat such delay as a cancellation under Condition 6.3.
- 6.3 The Patient may cancel or rearrange a Session by giving Medcentres Plus not less than one business day's notice, in the absence of which the Fee, in relation to that Session, is payable in full (but may be waived, in whole or in part, at the discretion of Medcentres Plus).
- 6.4 The Health Professional or Medcentres Plus may not cancel, rearrange or delay an Appointment except as a result of circumstances beyond their control, in which case they shall give the Patient as much notice as possible and shall offer a rearranged Appointment to take place as soon as possible.

7. Payment Terms

- 7.1 The Fee, in relation to a Session, is payable before or immediately after that Session.
- 7.2 Payment of the Fee may be tendered in cash, by credit or debit card, or by cheque.
- 7.3 Any part of a Fee, paid after the time specified in Condition 7.1, is subject to interest at the rate of 2.5% per month.
- 7.4 Any part of a Fee, paid more than five business days before the relevant Session, is subject to a discount of 5%.
- 7.5 Conditions 7.1, 7.2, 7.3 and 7.4 do not apply if, and to the extent that, any part of the Fee is recoverable under a policy of insurance and payable, by the insurer thereunder, direct to Medcentres Plus under arrangements between such insurer and Medcentres Plus.

8. Confidentiality and Data Protection

- 8.1 In maintaining the Register and performing the Support Service Contract, Medcentres Plus shall comply in all respects with:-
 - (1) patient confidentiality; and
 - (2) the requirements of the Data Protection Act 1998.
- 8.2 The Health Professional and Medcentres Plus may not disclose information about the Patient unless and to the extent that:-
 - (1) the Patient consents to such disclosure, either:-
 - (a) expressly; or
 - (b) by implication; or
 - (2) such disclosure is:-
 - (a) it is required by law; or
 - (b) justified in the public interest.
- 8.3 Consent to disclosure by implication, under Condition 8.2(1)(b), is to the extent only that such disclosure:-
 - (1) is in the interest of the Patient's care; and
 - (2) the Patient has been informed of it in writing and has not objected to it.

9. Rights and Obligations

- 9.1 Medcentres Plus is not liable to the Patient in relation to any breach or non-observance, on the part of the Health Professional, of:-
 - (1) obligations under the Professional Service Contract;
 - (2) any other obligation arising under statute, common law or equity.
- 9.2 Subject to Condition 9.1, the Patient's rights, under statute, common law, equity, and medical professional ethics are unaffected by the Professional Service Contract or the Support Service Contract.