

Terms and Conditions for IDA Clinic

Healthcare Disclaimer

This site is for informational and educational purposes only. The information contained herein does not constitute the rendering of medical or healthcare or the provision of treatment or treatment recommendations. Browsing this site does not establish a professional relationship with IDA Clinic. Any medical healthcare related decision should be made in consultation with your qualified healthcare provider. The information contained on this website is not intended to treat or diagnose.

In case of a medical emergency, please dial 999 or seek immediate assistance at the nearest hospital. IDA Clinic is not equipped to provide emergency medical care. If you have an urgent medical concern related to your menopause treatment, please contact us during regular office hours and we will make every effort to address your concern promptly.

Terms and Conditions

This page tells you information about us and the legal terms and conditions ("Conditions") on which we provide our private services ("Services") to patients ("you"). Please read these Conditions carefully before you start to use our Services, as these will apply to your use of our Services. We recommend that you print a copy of this for future reference.

By using our Services, you confirm that you accept these Conditions and that you agree to comply with them. If you do not agree to these Conditions, you must not use our Services. We may amend these Conditions from time to time as set out in clause 17.4. Every time you wish to use the Services, please check these Conditions to ensure you understand the terms which will apply at that time.

1. ABOUT US

1.1 We are IDA Clinic ("the clinic") a company registered in England and Wales under company number xxxx, with our registered office at xxxx Road, UK ("we" "us" "our"). We offer nonemergency private health services to adults (aged 18 years and over).

1.2 We are not a private GP practice. We offer specialist advice for defined conditions namely menopause disorders.

2. OUR HCP (Health Care Professional)

2.1 We use term Health Care Professional or HCP within our T&C. This means doctor, nurse, advanced nurse practitioner who is engaged or employed by us, who provides advice, devises and implements the treatment plan. Doctors ("Doctors") are

registered with the General Medical Council, Nurses with Nursing Midwifery Council. We are subject to annual appraisal, and HCPs adhere to the process of continuing medical education and revalidation as set out by the General Medical Council and Nursing Midwifery Council. All Doctors hold appropriate valid medical malpractice indemnity insurance with approved UK medical defence organisations. All nurses will have indemnity arrangements.

2.2 All of our nurses (“Nurses”) are registered with the Nursing Midwifery Council.

3. OUR SERVICES

3.1 We will provide you with access to your own private HCP, who will provide private medical services in accordance with these Conditions. The Services will include telephone, email, and/or video consultations. We will supply courses of medicines and prescriptions where required, liaise closely with other health care workers and services, and provide referrals as necessary.

3.2 Services may include privately conducted laboratory tests, imaging, annual health checks, blood tests, swabs, urine samples. These are provided by a carefully selected third parties, patients has full right to choose own providers under the NHS or privately.

4. CONSULTATIONS

4.1 You can book a consultation via the website or telephone number. It will be at the HCP’s discretion as to whether such consultation request shall be accepted.

4.2 You may only book a consultation if you are at least 18 years. We will confirm our acceptance of your appointment request by sending you an e-mail that confirms the appointment details. A contract will only be formed between us and you when we send this confirmation email. It is your responsibility to ensure that the patient details provided for the consultation are accurate and up-to-date.

4.3 Clinic consultations shall be limited to the time slot selected at the time of booking the consultation.

4.4 We will require verification of service users’ identity. This will include but not be limited to authenticating debit/credit card details to registered address, asking for sight of a government issued, valid, photographic identification (photo driving license/passport) during a video consultation, or use of a third-party identification provider.

5. FEES & PAYMENT

5.1 Consultations shall be as set out on our Site or as notified to you at the time of booking. We will require payment of any fees upfront before the provision of any Services to you.

5.2 . Fees will be based on per item of Service, you can find more information on our Site or by request.

5.3 Private prescriptions, further diagnostics, referral letters, liaison with third parties involved in your medical care, HCP associated administrative costs may incur additional charges that will be discussed with you at your initial consultation.

5.4 All fees where applicable will be payable by you under these Conditions are inclusive of amounts in respect of value added tax chargeable for the time being (VAT).

5.5 If you fail to make any payment due to us under these Conditions by the due date for payment, then you shall pay interest on the overdue amount at the rate of 5% per cent per annum above First Direct Bank PLC's base rate from time to time. Such interest shall accrue daily from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

5.6 You shall pay all amounts due under these Conditions in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

6. YOUR OBLIGATIONS

6.1 We can only provide the Services in accordance with these Conditions if you provide us with the information, we need to help you. Any information you give to us or HCP must be accurate in English.

6.2 You agree that you shall:

6.2.1 only access our services for you and not for any third parties or on behalf of anyone else;

6.2.2 follow any instructions you are given by our HCP once a plan has been mutually agreed;

6.2.3 follow any instructions regarding the use of any medicines or healthcare products we recommend or prescribe (including in respect of use-by dates);

6.2.4 report any adverse or unexpected effects of treatments we recommend to us or HCP

6.2.5 tell us if any of our information about you is or becomes inaccurate or incomplete.

6.2.6 tell us if you are currently or have previously been investigated by another healthcare practitioner for the same or similar complaint whether within the NHS or at another private provider and share the results there-of.

7. PRIVACY

7.1 We are registered with the Information Commissioner's Office and adhere to the requirements of all applicable data protection legislation, including the Data Protection Act 2018 the General Data Protection Regulation ((EU) 2016/679).

7.2 By using our Services, you agree to the processing of personal data to enable us to carry out work on your behalf. We will not disclose personal data to any third party without your express consent, unless in a medical emergency where it may be deemed in your best interest. In such cases, we stringently adhere to published General Medical Council guidance on the use of personal data.

7.3 All clinical records are fully encrypted, stored on secure servers conforming to industry standards. For further information, please see the privacy policy provided on our website.

8. MEDICATIONS DISPENSED

8.1 Any prescriptions given will have to be taken to the pharmacy of your choice and dispensed on a private fee-paying basis independently of NHS prescription cost. We may offer intermediary dispensing third party services to fulfil your prescription by post where we feel this is appropriate. You understand that the cost of the private prescription is not influenced in any way by us or our Services and the cost of the medicine is unique to the fulfilling pharmacy. Furthermore, we are not responsible for the dispensing or cost of any medication. You agree that the dispensing of the medication remains the responsibility of the individual pharmacist.

8.2 Our Service is not a prescription fulfilment service. Only after a consultation booked in accordance with clause 4 will a medication be prescribed by mutual agreement

being reached between you and HCP under circumstances that are appropriate, legal and responsible. The final issuing of a prescription is at the sole discretion of the HCP.

8.3 You understand, accept and agree that any prescription given to you is solely for personal use. If you lose a prescription, a copy may be reissued by the HCP and may be subject to an additional cost. You accept that the HCP has the right to refuse to issue a copy of the prescription should it be deemed inappropriate. You must keep any medicines securely and do not allow others to use them.

9. NHS GP / SERVICES

9.1 You understand that no third party (including your NHS GP) is under any obligation to action any instruction or recommendation provided by HCP at the IDA Clinic.

9.2 You agree where in your HCP's opinion any findings / care is best served by transferring your care to the NHS you consent to disclosure of our clinics' findings to all relevant parties for this to occur.

9.3 In the interests of continuity of care we also recommend IDA Clinic. consultation summaries are shared with your registered NHS General Practitioner (GP). By providing IDA Clinic with your GP's details we will copy your GP into these summaries with your consent. Please inform HCP if you do not wish to share this information at the time of your consultation.

10. FURTHER INVESTIGATIONS

10.1 In order to formulate a diagnosis and treatment plan it may be necessary for the HCP to advise further investigations. You understand that any investigation initiated will be on a private and fee-paying basis. An investigation may be a blood test, urine test, swab, X-ray, ultrasound, CT or MRI scan or other relevant diagnostics. You understand the clinic will require payment upfront and prior to collection of any specimens or performing any imaging. You understand that any imaging / diagnostics fees will be paid to the private provider who performs the test which has been outlined to you by your HCP. Once the investigation is performed it is solely your responsibility to follow up the result with the HCP at the IDA Clinic. This in most cases will be during a follow-up consultation as arranged by yourself.

10.2 You are not obliged to pay for any further investigation however by not performing an investigation that is advised by HCP, you agree to hold us and the HCP completely free of liability under every circumstance arising from the initial consultation.

10.3 In the circumstance that further investigations are advised by the HCP, but you are unable to or do not wish to pay, you are advised to see your NHS GP for

consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any investigation advised by IDA Clinic.

11. FURTHER TREATMENT

11.1 You understand that HCP may refer you to a specialist directly on a private fee-paying basis and if you have private health care insurance this may be covered under your policy. You understand that it is your responsibility to check with your private insurance whether the cost of further referral and investigation is covered under your policy. If you do not have private insurance, you can still be referred to a specialist on a private self-pay basis only. You will be solely responsible for arranging your private appointment with any specialist for further treatment.

11.2 You are not obliged to pay or use health insurance, but you understand and accept that in the event that a specialist referral is advised, and you do not want to seek private further care, you agree to hold us and the HCP completely free of any liability under every circumstance relating to your initial consultation.

11.3 In the circumstance that onward referral is advised by the HCP, but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any referral, or any element of a treatment advised by a HCP you have seen using our Services.

11.4 In some circumstances HCP will advise the follow-up with themselves to monitor response to treatment or convey the results of investigation. You understand that you are not obliged to have this follow-up however by not doing so, you hold us and the HCP completely free of liability for any circumstance arising from the initial consultation.

12. CANCELLATIONS, LATE & MISSED CONSULTATIONS

12.1 Where possible we will endeavour to re-book your consultation should you need to re-schedule.

12.2 You may cancel your consultation with us up to 2 calendar days before of the day of your booked consultation and will be entitled to a full refund of any consultation fees paid. Should you cancel a consultation within 24 hours of your booked consultation time 50% of your fee paid will be refundable. Cancellations in less than 24 hours of your booked consultation time will forfeit any consultation fees paid.

12.3 You may end your agreement with us:

12.3.1 if the Services are unavailable for reasons outside our control as set out in clause 15 or:

12.3.2 if you do not agree with a material change, we propose to make to these Conditions under clause 17.4.

12.4 If you end your agreement with us, under clause **12.3**, we will refund the any prospective appointment fees.

12.5 You understand and accept that if you are more than 10 minutes late for an appointment you will lose your appointment time and forfeit the cost of the consultation. Furthermore, you understand and accept that if you are late for an appointment by a period of less than 10 minutes, the HCP is not obliged to see you and you may still lose your consultation fee. If the HCP can still accommodate your appointment, it will be at a time determined by the HCP at his or her discretion, and should this not be acceptable, you will lose the consultation fee. We will always be as flexible as possible.

12.6 You hold us and HCP completely free of liability under every circumstance relating to your reason for initial consultation in the event that you are late, and your appointment is cancelled.

12.7 You accept that due to the nature of healthcare, HCP do not guarantee that an appointment will necessarily be kept at the exact time stipulated as the booked appointment. You understand that there can potentially be a wait time of 30 minutes for your appointment and once this time has elapsed, you have the option of either rebooking or waiting with no refund or receiving a full refund without consultation.

12.8 Without limiting its other rights or remedies, HCP may cancel an appointment by giving you twenty-four hours' notice which may be sent via email, a SMS text message to the mobile phone number supplied by you or via the Services.

12.9 Without limiting our other rights or remedies, we may terminate any contract or cancel any appointment with immediate effect by giving written notice to you via email, via a SMS text message to the mobile phone number supplied by you or via the Services. If you fail to pay any amount due under these Conditions on the due date for payment and fail to pay all outstanding amounts within seven days after being notified in writing to do so.

13. LIMITATION OF LIABILITY

Because these Conditions are part of a binding legal agreement, we must compensate you for loss you suffer if our Service does not comply with these Conditions. However, we do not compensate you for all losses. This section is important as it explains those things.

13.1 Nothing in these Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

13.2 If we break any of these Conditions and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaking of these Conditions.

13.3 We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaking these Conditions. Nor will we be liable for indirect, incidental, special or consequential damages.

13.4 Please note that we only provide our Services for domestic and private use. We shall under no circumstances be liable for any business losses.

13.5 Subject to clause **13.1** (and to the extent not excluded by clause **13.3** and **13.4**), we are responsible for compensating you for personal injury or death caused by our negligence or that of our HCP. Subject to this, and subject to applicable law, we will not be liable to you for an amount greater than the fees paid to us by you

13.6 You accept that it is your responsibility to ensure that the patient details provided for your consultation are accurate and up to date as well as declaration of all previous and/or current illnesses/treatment undertaken with any healthcare provider. IDA Clinic hold no responsibility for incorrect diagnoses, medication or diagnostics prescribed or performed due to inaccurate or incomplete information provided by you.

14. OTHER LIMITS ON OUR SERVICES

14.1 HCP may hold different clinical opinions on the same medical condition or symptoms than your NHS healthcare professional or any other private provider. This does not necessarily indicate that our Services are defective.

14.2 We do not tolerate abuse or offensive behaviour towards our staff.

14.3 We speak English. Our Services are not delivered in other languages.

14.4 Any laboratory test or diagnostic procedure is sent to one of our partner laboratories/diagnostic service. These partners are separate entities from us and to the extent permitted by law we disclaim any liability for any acts or omissions of these partners.

14.5 We may need to ask you for certain personal information to provide our Services. If you do not provide this information when requested, we may be unable to provide our Services.

14.6 We may suspend your access to Services if your use of Services breaches any of these Conditions.

15. EVENTS OUTSIDE OUR CONTROL

15.1 For the purposes of these Conditions, an Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport network, epidemic, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 We shall not be liable to you as a result of any delay or failure to perform any of its obligations under these Conditions as a result of an Event Outside our Control.

16. FEEDBACK AND COMPLAINTS.

16.1 You can always give us feedback on our Services by calling or emailing us via the details provided on our Site. Please see our procedure for complaints on the website.

17. OTHER IMPORTANT TERMS

17.1 Assignment and other dealings

17.1.1 If there is any proposed transfer of our rights and obligations under these Conditions, we will always notify you in writing and this will not affect your rights under these Conditions.

17.1.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Conditions.

17.2 Severance

Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

17.3 Third parties

This contract for our Services is between you and us, and no-one else. Only you can enforce that agreement.

17.4 Variation

We may need to change these Conditions sometimes, for example, when the rules regulating our Services change, to ensure that our Services are secure and your information is safe, or when we update or modify our Services or our fees. If we make a change to these Conditions that affects your rights or obligations, we will notify you. Please look on the bottom of this page to see when these Conditions were last updated, and which Conditions were changed. Every time you book an Appointment through us, the Conditions in force at the time of booking will apply to the contract between us.

17.5 Governing law

These Conditions 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.

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