

Standard Terms and Conditions

Outpatient Services

1. Our Obligations

1.1 We provide a non-urgent triage service between the hours of 9am and 6pm Monday to Friday. This service consists of us undertaking an initial telephone screening with you and then using the information you provide to us to refer you to an appropriate clinician for treatment.

1.2 When determining the appropriate clinician, our decision is based solely on the information you provide to us at the telephone screening. We are under no obligation to obtain further information after we have made our referral, and if you are aware of any information that might be relevant to your treatment then you are responsible for making us aware of this.

1.3 We are not obliged to accept you as a patient if we judge that we are not the right service to support you. We do not have to give any reason why we may not accept you as a patient.

If we have already triaged and referred you for treatment then we may at any time cease to arrange subsequent treatment or appointments for you, if we judge that it is no longer appropriate for us to do so. We are not obliged to give any reason for so doing. If we do decide to withdraw our services for any reason then we will endeavour to either refer you to an appropriate alternative provider where one is available, or we may direct you to your GP for onward referral elsewhere.

2. Your Obligations

You agree that:

2.1. You will supply full and accurate information to us and any clinician that we refer you to; and

2.2 You will notify us of any changes to your condition that might affect your safety or suitability for the kind of care we have referred you for.

2.3 You will speak to our staff in an appropriate manner. We do not tolerate abuse of our staff. If our staff experience your communication as abusive then we may withdraw our services to you, or the patient on whose behalf you have been contacting us. Abuse in this context is not limited solely to inappropriate language but may include any form of communication which we judge to be unduly aggressive or critical of our services or staff. You will not be eligible for any refund relating to services already delivered. In the event that we judge your communication or behaviour as abusive and we decide to withdraw our services then where possible we will signpost you to an appropriate alternative provider where this is available, but we are under no obligation to do so. This in no way conflicts with your right to complain appropriately, and our complaints process is available to you.

2.4 In the event that you have a complaint about any aspect of our service then you should communicate this to the staff member you have been dealing with, who will attempt to resolve it. If they are unable to then you can make a formal complaint, and you will be supplied with a copy of our Complaints Leaflet.

2.5 You will notify us promptly in the event you need to cancel or reschedule any appointments that you have made or we have made on your behalf.

3. Dealing with Emergencies

3.1 Our non-urgent triage service is not an emergency service and does not provide out of hours cover. In the event that you need help in an emergency or crisis situation during our office hours then depending upon the urgency of the situation you should first contact either us, or if the situation is more serious and / or urgent, then your local Accident & Emergency Service, or your GP or Community Mental Health Team. In the event that you need help in an emergency or crisis situation outside our office hours and the clinician you have been seeing is not available, then you should immediately contact your local Accident & Emergency Service or Community Mental Health Team or GP.

3.2 In certain situations we or our Partner may decide that you need a higher level or type of care, including more specialist services, than our Partners are able to provide in their private outpatient service. In that case we will refer you to an appropriate organisation accordingly.

4. Cancellation Charges

4.1 We understand that sometimes it is necessary to cancel appointments. If you need to cancel your appointment for any reason then we ask that you give us 48 hours notice. Regrettably in certain circumstances we may need to levy a cancellation fee and thus the following cancellation terms apply:

4.2 If you need to cancel with less than 48 hours notice then we reserve the right to charge up to 50% of the fee as a cancellation charge.

4.3 If you cancel your appointment with less than 24 hours notice then we reserve the right to charge up to the full 100% of the fee.

5. Fees and Payment Terms

5.1 Our standard fees are communicated to you at the time of booking an appointment and which may be amended by us from time to time.

5.2 Fees for all first appointments are required within 48 hours of booking in order to confirm an appointment. If payment is not received within 48 hours then the appointment will be automatically cancelled.

5.3 In the event that payment of our fees is made by a third party on your behalf (e.g parent/guardian/employer), you shall procure that such third party complies with these standard terms and you shall specifically bring paragraph 6 below to their attention.

Fees for all follow up and subsequent appointments are payable at least 48 hours before the appointment. If payment is not received 48 hours before the appointment then it may be cancelled and or reallocated to another patient. In the event that any appointment does proceed without full payment having first been received from you or your funder (which would only be in exceptional circumstances) then all of the balance of any fees owed must be paid immediately and we reserve the right to take such action as may be necessary to recover any sums due to us.

Strictly Confidential

6. Non-Patient Payers

6.1 If you are not a patient but have engaged us on behalf of a patient or have otherwise paid any sum on behalf of a patient you agree that you will be bound by all of the provisions of these terms including without limitation the payment of cancellation fees.

7. GP Involvement

7.1 We strongly recommend that you consult your private or NHS General Practitioner and keep them informed of any treatment that you have arranged through one of our Partners. It's important that all medical professionals involved in your care are kept aware of what each other is doing. Our Partners will not be able to prescribe medication for you unless your GP is notified, this is for your safety and wellbeing.

7.2 We do not routinely insist upon a GP referral letter although in certain circumstances we may require one. If there is a requirement to prescribe medication all clinicians reserve the right to refuse to provide such prescriptions unless you give your consent to allow them to enable them to liaise with your GP. This is purely for your own safety so that we can be sure that the medicines prescribed do not conflict with anything you may already be receiving.

7.3 If you are seeking an assessment privately and are hoping to return to your NHS GP for subsequent tests, monitoring, prescribing or any other procedure or service, then you are strongly advised to consult with your GP before being assessed by our Partners to confirm to what extent they are willing to support you with this. GPs may refuse to cooperate in any way and we cannot accept any liability for this. In the event that your GP is not willing to support you with this we recommend that you arrange whatever services you require privately. We will endeavour to help you with arranging this where possible.

8. Confidentiality and Consent

8.1 We shall manage your personal data in accordance with all relevant legislation including GDPR. We will not use your data for any reason other than arranging your treatment for which you have not specifically consented. By using our services you consent to us storing and processing your data in accordance with our Privacy Policy and Information Governance Policy which can be found on our website.

8.2 There are some circumstances where we may be legally required to disclose your personal information, for example if you disclose information to us or our Partner that you may pose either a serious risk to yourself or another person, or information regarding acts of terrorism or serious crime, or where we are legally required in accordance with child protection legislation to report safeguarding/child protection concerns. By accepting these terms you acknowledge that we are legally obliged to do this.

9. Young People and Consent

9.1 Where we are asked to provide services for the benefit of young people or children, and the patient in question is of sufficient intelligence and maturity to understand and make decisions about their own treatment in accordance with the principles of Gillick v Norfolk and Wisbech, we are legally obligated to comply with the wishes of that patient.

This may extend to the patient refusing treatment, refusing to allow disclosure of their records to third parties (including family members) and refusing to allow us to communicate with the patient's parents without the patient's consent. You acknowledge that we will be subject to such obligations of confidentiality in this respect and that we shall have no liability in the event we are required to comply with such obligations at the direction of the patient.

10. Complaints

10.1 A copy of our complaints procedure is available to download on our website. In the event you are unhappy with any aspect of our service please to contact us as soon as possible in writing to our head of customer relations and we will do our utmost to rectify the position.

11. Liability

11.1 We are an advice and support service only. We do not accept any liability for any treatment that may be delivered by any clinician or Treatment Provider, partner organisation or other third party regardless of whether we have referred you to them. Contractual and tortious relationships for the purposes of treatment are between you and the clinician/Treatment Provider directly.

11.2 We shall have no liability to you for any failure of our obligations hereunder if we are prevented or delayed by any act or omission by you or a failure by you to comply with your obligations hereunder.

11.3 Nothing in these terms shall limit or exclude our liability for death or personal injury caused by our negligence or any other liability which is not legally permissible to exclude. Subject to this we shall under no circumstances whatever be liable to you for any indirect or consequential loss and our total liability to you in respect of all other losses under these terms shall not exceed the fees paid by you in the year in which the loss arose.

11.4 Except as set out in these terms all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

12. Miscellaneous

12.1 These terms constitute the entire agreement between us in relation to our advice and support service.

12.2 We shall not be liable to you as a result of any delay or failure to perform our obligations as a result of an event beyond our reasonable control including without limitation act of God.

12.3 Any variation of these terms shall only be binding when agreed by us and sent to you by email. You cannot vary these terms.

12.4 You shall pay all amounts due without any deduction or withholding exception as required by law.

12.5 These terms and conditions are governed by, and shall be construed in accordance with English law.