Terms & Conditions

Birmingham Gastroenterology Clinic LLP: ZB563895

SELF-PAYING PATIENT TERMS AND CONDITIONS
Please read these terms and the letters referred to in them carefully. Together, they set out the terms governing our services.

By using our services, you agree to be bound by these terms. Please contact us (using the details in Clause 2.2) if you have any questions about these terms or the services connected with them.

These terms apply from June 2023. If you have already received services from us, these terms may have changed since you last reviewed them. Please note that any change in these terms will not apply to any services which we were already providing to you when the change came into effect.

IMPORTANT NOTES:
Payment: Please note that if you do not pay for any services provided under or connected with these terms at least 48 hours before those services are to be provided, we may be entitled to cancel those services and our contract with you (see Clauses 4.4 and 4.5).

Cancellation of these terms: You have the right to cancel these terms at any time, although there are restrictions on whether on cancellation you will be entitled to a refund of payments you have made (see Clause 10.3 for details).

If you cancel any services provided under or connected with these terms with less than 48 hours' notice, in normal circumstances you will not receive a refund for those services (see Clause 10.3).

Under consumer law, you are also permitted to cancel your contract with us at any time until the end of 14 days after entering into it ("cooling off period") and receive a refund of the price paid. However, should you choose to book your Initial Consultation for a date within the cooling off period, we reserve the right to deduct our reasonable costs from any refund issued to you, which will include the cost of any Initial Consultation due to occur within 48 hours of the time of cancellation (see Clause 10.3).

Limitation of liability: We limit our liability as set out in Clause 13 .

YOUR RIGHTS ARE PROTECTED BY THE CONSUMER RIGHTS ACT 2015.
IMPORTANT DISCLAIMER NOTICE: PLEASE NOTE THAT WE ARE NOT LIABLE FOR ANY DIAGNOSTIC OR MEDICAL PROCEDURES, TREATMENT OR CARE, WHETHER PROVIDED IN CONNECTION WITH THESE TERMS OR OTHERWISE. SEE CLAUSE 3 FOR DETAILS OF WHAT WE ARE LIABLE FOR.

1. Words and phrases used in these terms

1.1 When we use the following words in these terms, they have the following meanings:

(a) **"Additional Costs"** has the meaning set out in Clause 4.2 (and for the avoidance of doubt such charges will only be made with your explicit consent);

(b) **"consultant"** means a registered medical practitioner with whom we have a

service provider agreement (either directly or through a consultant company) and who holds, has held or is qualified to hold an appointment as a consultant in the National Health Service in a specialty other than general practice and whose name is on the register of specialists kept by the General Medical Council;

(c) **"Consultation Appointment Letter"** means the letter we send to you confirming your appointment for your Initial Consultation;

(d) **"Consultation Follow-up Letter"** means the letter we send to you by email within 72 hours following your Initial Consultation providing details of any recommended course of treatment and which is accompanied by a Quotation Letter where further treatment is recommended;

(e) **"Initial Consultation"** means your first appointment with a consultant to assess the treatment you may require;

(f) **"LLP"** means Limited Liability Partnership described in Clause 2.1 (of which each consultant is a member);

(g) **"Patient Letters"** means the Consultation Appointment Letter, the Consultation Follow-up Letter and the Quotation Letter;

(h) **"Private Healthcare Facility"** means any facility providing Privately Funded healthcare services on an inpatient, day-case and/or outpatient basis;

(i) **"Private Healthcare Provider"** means a healthcare provider providing Privately Funded hospital services;

(j) **"Privately Funded"** means paid by individuals directly and excludes arrangements which are directly paid by private medical insurers;

(k) **"Quotation Letter"** means the letter accompanying the Consultation Follow-Up Letter and which sets out details of the recommended Treatment Services and the Quoted Price for them, following your Initial Consultation;

(l) **"Quoted Price"** means the price you pay for the Self-Pay Services, which includes the cost of the Treatment Services and any related administrative services, and is set out in the Quotation Letter;

(m) **"Self-Pay Services"** means [any services we provide to you under these terms and any Treatment Services that may be received by you as a self-paying patient];

(n) **"terms"** means these terms and conditions, expressly incorporating the terms set out in the Patient Letters, each as may be amended from time to time in accordance with their provisions and the expression **"contract"** refers to the contract formed between you and us by these terms;

(o) **"Treatment Services"** means the services which your consultant provides to you, including all consultations, and the care, treatment or procedures to be carried out at a Private Healthcare Facility by the Private Healthcare Provider,

to which a Quoted Price applies, as detailed in your Quotation Letter and as may be changed from time to time in accordance with these terms;

(p) **"we"**, **"us"** or **"our"** refers to the LLP(see Clause 2.1 for more details); "you" or "your" refers to the person using the Self-Pay Services.

1.2 In these terms, unless the context otherwise requires:

(a) the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

(b) a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;

(c) a reference to "writing" or"written" includes emails;

(d) any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Information about us and how to contact us

2.1 **Who we are.** We are **Birmingham Gastroenterology Clinic LLP** (the "LLP") a limited liability partnership
incorporated and registered in England and Wales with registration number **OC445257**. Our registered office is at C/O Medmin Services Limited. Trigate House, Hagley Road West, Birmingham B68 0NP,England.

2.2 **How to contact us.** You can contact us by:

(a) telephone on 0121274 5180 between 8AM – 8PM Monday – Friday;

(b) email at info@; or

(c) post to C/O Medmin Services Limited. Trigate House, Hagley Road West, Birmingham B68 0NP,England.

2.3 **How we may contact you.** We will use the email address, telephone number and/or postal address you provide to us to contact you. You must let us know in a reasonably timely manner if those contact details change.

3. The services we provide and the limitations on them

3.1 **Services we provide and are liable for**: Subject to us accepting your booking and receiving payments from you when due under these terms, we agree to provide support services to you, consisting of some or all of the following services as required in relation to, or for otherwise facilitating, your Treatment Services, and/or as otherwise agreed with you:

(a) we help you to select a consultant (or, where appropriate, consultants) with experience in the medical condition you are experiencing;

(b) we help you select a suitable Private Healthcare Facility and a Private Healthcare Provider;

(c) we arrange and book appointments (including in relation to the Initial Consultation and any Treatment Services) with your selected consultant(s) and Private Healthcare Facility;

(d) we collect the Quoted Price and any agreed Additional Costs from you and pay the relevant consultant(s) and/or the Private Healthcare Provider for their services on your behalf; and

(e) we will provide such other services as we reasonably consider necessary in the circumstances in order that you can benefit from your Treatment Services.

3.2 **Delegation of our services:** You agree that we may delegate the provision of the services in Clause 3.1 above to an appropriate service provider. We currently outsource the provision of these services to Medmin Services Limited, who carry them out on our behalf, however we remain responsible to you for providing these services.

3.3 What we do not provide and why:

(a) We do not ourselves provide the Treatment Services and we do not at any time diagnose conditions or provide medical care or treatment or provide any healthcare services.

(b) All healthcare services, diagnostics, treatment and care provided to you (whether as Treatment Services or otherwise) will be provided by consultant(s) and Private Healthcare Providers and not by us. These services and their providers will be identified in your Consultation Follow-up Letter. All of these consultant(s) and Private Healthcare Providers are independent third parties and your relationship with them will be governed by separate legal contracts and/or terms and conditions between each of them and you. Your consultant(s) and Private Healthcare Provider will provide you with copies of the documents containing those contracts and/or terms and conditions for you to agree.

4. How you must pay the Initial Consultation fees and Quoted Price

4.1 The Quoted Price is set out in the Quotation Letter, along with details for payment of the amounts due, and is the total amount you will need to pay in relation to the recommended Treatment Services and any related administrative services.

4.2 We or your consultant will discuss with you any additional costs or charges that are not covered by the Quoted Price **(“Additional Costs”)**. These costs might cover additional diagnostic tests or scans, for example. Additional Costs will only be incurred with your explicit consent, usually as part of your consultation.

4.3 You agree that you will pay the Quoted Price and any agreed Additional Costs at the time and using a method set out in the Quotation Letter for the Self-Pay Services. You acknowledge and agree that delivery of the Self-Pay Services are dependent on you paying the applicable Quoted Price, and Additional Costs where applicable, in accordance with these terms, including the Quotation Letter.

4.4 When you tell us that you wish to go ahead with an Initial Consultation, we will take payment for your Initial Consultation by credit or debit card over the phone or, if you request us to, send you bank details to enable you to make an electronic bank transfer. We must receive payment for an Initial Consultation at least 48 hours before the consultation takes place, otherwise we may have to cancel the Initial Consultation.

4.5 If we do not receive payment for any Self-Pay Services at least 48 hours before the relevant services are to be provided, we are entitled to cancel those services by notice to you and to treat our contract with you as cancelled.

4.6 We cannot accept payment in cash.

5. Booking a consultation or other Treatment Services

5.1 You can arrange to use Self-Pay Services by calling us by telephone during our opening hours (see Clause 2.2(a) for details).

5.2 When we speak to you, we will take some details from you and discuss your requirements and options. If you indicate to us that you wish to go ahead with an Initial Consultation, we will require payment from you as set out in Clause 4.4 . Following the call or after receipt of your payment, we will email you a receipt as well as the Consultation Appointment Letter, which will confirm the time of your appointment, the consultant's name you are booked to see, the Private Healthcare Facility where you will be seen and details of any diagnostic procedures that may take place during the Initial Consultation.

5.3 **By making payment for your Initial Consultation, or upon receipt of your Consultation Appointment Letter if earlier, you agree that you will be bound by these terms in all of your dealings with us and that any services that we provide will be subject to these terms.**

5.4 **Post-Consultation and further treatment.**

(a) Following your Initial Consultation, we will send you a Consultation Follow-up Letter detailing your consultant's recommendations. They may suggest further Treatment Services, such as diagnostic procedures, treatments or surgery, in

which case the Consultation Follow-up Letter will be accompanied by the Quotation Letter. The Quotation Letter will include details of the Treatment Services and the Quoted Price, and where relevant, of any Additional Costs outside the Quoted Price that you may need to incur and the reasons why.

(b) We will follow up with you by telephone to check whether you wish to go ahead with the Treatment Services, and if so, to make an appointment at your convenience at the Private Healthcare Facility and to arrange payment. **We must receive payment for any further Self-Pay Services before those services (including any treatments) are provided.**

(c) **Please note that a copy of the Consultation Appointment Letter will also be sent to your GP and will form part of your patient record.**

5.5 **If we cannot accept your booking.** If we are unable to accept your booking for further Self-Pay Services, we will tell you. Please note that we cannot accept bookings from any:
(a) customers outside the UK;

(b) customers under the age of 18; and/or

(c) customers who wish to fund their treatment through private medical insurance.

6. Your rights to make changes to your booking

6.1 If you wish to change your booking for any Self-Pay Services, such as changing your appointment date, a consultant, Private Healthcare Facility or Private Healthcare Provider, you must contact us as soon as reasonably practicable by telephone, email or other agreed method.

6.2 We will let you know as soon as reasonably practicable if the change you are proposing is possible. If the change is possible, we will tell you of any resulting effect on the Quoted Price, timings or any other aspects of the Self-Pay Services you have booked and ask you to confirm whether you still wish to go ahead. We will only make the change once you confirm to us that you wish to continue, either on the telephone, or by email (using the details in Clause 2.2) or other agreed method.

6.3 **IMPORTANT** – you will need to confirm any change as soon as you can and please note that if you wish to make a change near to the date of your appointment, you may have to pay a cancellation charge – see Clause 10.3 .

7. If we need to make changes to your booking and/or Self-Pay Services

7.1 We may make minor changes to your Self-Pay Services which do not adversely affect the services provided to you. We will notify you of these changes when they are made. For example, we may need to make a minor change:

(a) to reflect changes in relevant laws and regulations;

(b) to put in place adjustments and improvements; and/or

(c) to enable compliance with clinical best practice.

7.2 If we need to make any changes to your booking and/or Self-Pay Services that will have an adverse effect on your Self-Pay Services (including for example where a consultant or appointment is no longer available) then, without any impact on our rights under Clause 9 , we will notify you of the change reasonably in advance and contact you to agree it with you.

7.3 If you do not accept a proposed change or agree an alternative with us under Clause 7.2 , you may cancel your Self-Pay Services by notifying us (using the details in Clause 2.2). In these circumstances, we will refund you any money you have paid for services which have not been provided as a result.

8. Our rights to make changes to these terms

8.1 **Minor or necessary changes.** We may make changes to these terms from time to time for the following reasons:

(a) the changes are minor and improve these terms or do not adversely affect the services provided to you;

(b) to reflect changes in relevant laws and regulations;

(c) to put in place adjustments and improvements; and/or

(d) to enable compliance with clinical best practice.

We will notify you of any such changes in writing as soon as we reasonably can. If we believe that any changes of the kind set out in (b) to (d) above may have an adverse impact on you, if possible we will provide notice reasonably in advance.

8.2 **Other changes.** Sometimes, we may have to make other changes to these terms which may have an adverse impact on you. In those circumstances, we will notify you in advance and discuss the changes with you. If you feel that you do not want to continue with our agreement as a result of those changes, or we cannot agree an alternative with you, you may cancel the contract formed by these terms in accordance with Clause 10.2 , which may result in you receiving a refund as set out in that clause.

9. Responsibility for delays and information

9.1 **We are not responsible for delays outside our control.** We will contact you as soon as possible if your booking is affected by an event outside our control. We will try to minimise the effect of any delay due to such an event. Provided we do this we will not be liable for delays caused by the event, but you may contact us (using the details in Clause 2.2) to cancel the contract as set out in these terms and we will pay you a refund to the extent of any Self-Pay Services you have paid for but not received prior to your cancellation.

9.2 **We are not responsible for delays caused by a consultant and/or the Private Healthcare Provider.** We will contact you if a consultant and/or the Private Healthcare Provider tell us that one of them wishes to delay or postpone their part of the Self-Pay Services. In these circumstances, we will try and agree with you an alternative appointment date with the same consultant and/or Private Healthcare Provider, or with an alternative consultant and/or Private Healthcare Provider (as the case may be). If you do not agree any of the alternative(s) that we propose, we will pay you a full refund to the extent of any Self-Pay Services you have paid for but not received. **Please note that we are not under any circumstances responsible for delays caused by a consultant and/or a Private Healthcare Provider.**

9.3 **What will happen if you do not provide any required information to us.**

(a) We may need certain information from you, including answers to patient safety questionnaires, consultant engagement letters, Private Healthcare Provider's registration and admission forms. Where necessary we will contact you to ask for this information. (Please see Clause 14 for more details on how we may use your personal information.)

(b) If you do not, within a reasonable time of us asking for it, provide us with such information, or you provide us with incomplete or incorrect information or you don't sign the letters or forms required for any of your Self-Pay Services, it may not possible for us, the consultant and/or Private Healthcare Provider (as the case may be) to provide the Self-Pay Services.

(c) If it is not possible for the Self-Pay Services to be provided in those circumstances, we may either cancel the contract by written notice to you, or make an additional charge to cover the reasonable costs of any extra work we have to carry out as a result.

(d) Neither we nor the consultant, nor the Private Healthcare Provider, will be responsible for providing any part of the Self-Pay Services late or not providing any part of the Self-Pay Services to the extent that this is caused by you not providing information requested within a reasonable time.

10. Your rights to end the contract or cancel the Self-Pay Services

10.1 **You can end the contract before the Self-Pay Services have been delivered.** You may contact us at any time (using the details in Clause 2.2) to end your contract with us and to cancel the Self-Pay Services, but in some circumstances we may charge you certain sums for doing so – see Clause 10.3 below.

10.2 **What happens if you have good reason for ending the contract.** If you cancel the contract and/or your Self-Pay Services for a reason set out at (a) to (c) below, our contract with you will end immediately and we will refund you in full for any Self-Pay Services that you have paid for which have not been provided or have not been properly provided. The relevant reasons are (without impacting your rights under Clause 9.2):

(a) you do not accept or agree a change to your Self-Pay Services under Clause 7.3;

(b) we have told you about a change to these terms under Clause 8.2 which you do not agree to; and/or

(c) we have failed to comply with these terms in a way that has a material detrimental impact on you.

10.3 **What happens if you end the contract or cancel your Self-Pay Services for other reasons.** If you contact us (using the details in Clause 2.2) to cancel any of your Self-Pay Services or these terms for any reason other than one of the reasons set out in Clause 10.2 above, our contract with you will end immediately and:

(a) if you have cancelled your Self-Pay Services more than 48 Hours prior to your appointment, we will refund you the price you have paid for the treatment which you have not yet received;

(b) if you have cancelled your Self-Pay Services less than 48 Hours prior to your appointment, we will keep the full price you have paid and no money will be refunded to you (to reflect for example the risk that we will be unable to recover these costs from the consultant or private healthcare provider).

11. Our rights to end the contract

11.1 **We may end the contract if you do not comply with your obligations under it**. We may treat the contract as cancelled (and we will notify you of such cancellation) if:

(a) you do not make any payment due to us at least 48 hours prior to the services to which the payment relates (whether an Initial Consultation or any part of the Self-Pay Services);

(b) you do not, at least 48 hours prior to the Treatment Services, provide us with information that is necessary for us to provide to the consultant or the Private Healthcare Provider in order for them to provide Treatment Services, for example information such as answers to patient safety questionnaires, forms or engagements with a consultant and/or a Private Healthcare Provider.

11.2 **We reserve the right to deduct any costs we have reasonably incurred from a refund.** If we cancel the contract in the situations set out in Clause 11.1 , we will refund any money that you have paid in advance for services which have not yet been provided; except that we will deduct from any refund to you all losses and costs that we have incurred in relation to your Self-Pay Services and/or as a result of your failure to comply with your obligations under the contract.

11.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing stages of the Self-Pay Services that are no longer available. We will let you know as far in advance as we can and we will refund to you any sums you

have paid in advance for any Self-Pay Services which cannot be provided.

12. If there is a problem with the Self-Pay Services

12.1 **How to tell us about problems.** If you have any questions or complaints about the Self-Pay Services, please contact us as soon as you can. You can contact us by telephoning us on **0121274 5180** or by writing to us at **info@** or C/O Medmin Services Limited. Trigate House, Hagley Road West, Birmingham B68 0NP,England.

Please note that if your questions or complaints relate to your Self-Pay Services, you should contact us first of all.

12.2 **Your statutory legal rights.** Nothing in these terms will affect your statutory legal rights, whether under the Consumer Rights Act 2015 or otherwise. For detailed information please visit the Citizens Advice website or call 03454 04 05 06.

13. Our responsibility for loss or damage suffered by you

13.1 **What we are responsible to you for**. We are responsible for loss or damage you suffer that is a direct result of our failure to comply with these terms and/or our failure to use the standard of care and skill required of us by applicable law in providing services in relation to, or otherwise facilitating, the Treatment Services (or as otherwise agreed with you), as set out in Clause 3.1 above.

13.2 **We are not responsible or in any way liable for:**

(a) the acts or omissions of consultants or Private Healthcare Providers; you have separate contracts with them which will set out their liabilities to you;

(b) any loss or damage you may suffer arising from the quality of diagnoses, treatment or care provided to you as part of the Treatment Services or otherwise, or which is caused by any consultant(s) and/or Private Healthcare Provider(s). In such cases any claim you may have will be against the consultant(s) and/or Private Healthcare Provide who diagnosed, treated or cared for you.

13.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes not excluding liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation or for breach of your statutory legal rights in relation to the Services.

13.4 **We are not responsible for your business or consequential or indirect losses.** We only provide services to private individuals. We will have no liability to you for any loss of profit, loss of goodwill, loss of business, business interruption, loss of business opportunity, or for any consequential or special damages or any kind.

14. How we may use your personal information

How we may use your personal information: We take your personal information very seriously. Please see our Privacy Policy which sets out what personal information we may receive about you, how we use it and who we share it with. You can find our Privacy Policy on our Privacy Policy page

15. Other important terms

15.1 **Transferring the contract.**

(a) These terms are personal to you and you may not assign or transfer your rights, liabilities and/or obligations under them to any other party without our prior written consent.

(b) You agree that we may assign, delegate or transfer our rights under these terms to another organisation as set out in these terms and otherwise on written notice to you.

15.2 **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, whether under the Contracts (Rights or Third Parties) Act 1999 or otherwise.

15.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, it will not affect the remaining clauses, which will remain in full force and effect.

15.4 **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, we can still take steps against you at a later date.

15.5 **Resolving disputes.** If any dispute arises in connection with this contract we and you agree to enter into mediation in good faith to settle such dispute and will do so in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between us and you within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of mediation shall not prevent you or us commencing or continuing court proceedings in relation to the dispute under Clause 15.6 .

15.6 **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 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.

16. Whole Agreements

These terms and the documents referred to in them contain the whole agreement between you and us and supersede all previous arrangements, discussions, representations or agreements between us relating to the same subject matter. Without prejudice to your legal rights (including under the Consumer Rights Act 2015), you and we each acknowledge that it is intended that we have no remedies in respect of any statement, representation, assurance or warranty that is not set out in these terms.

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