



HAVEN MEDICAL

GP LED PRIMARY HEALTHCARE SPECIALISTS

Terms and Conditions

The use of this website and our services is subject to the following Terms and Conditions. By accessing this website or registering as a patient of the Clinic you agree to be bound by the Terms and Conditions set out below. It is the intention of Haven Medical Primary Healthcare Services Ltd that all terms of a financial contract between the member and Haven Medical Primary Healthcare Services Ltd are contained in this document. If you have any queries then do not hesitate to contact us at admin.canfordcliffs@thehavenmedical.com or 01202 110303. You must read, agree, and accept all of the terms and conditions contained in this agreement and our Privacy Policy.

These terms and conditions are governed by and construed in accordance with English law and you agree that the English courts will have exclusive jurisdiction for any dispute under this agreement. The laws of your country may be different from English law and there may be additional legal requirements for you to use our website or services. You must comply with all applicable local and international laws, statutes, and regulations regarding your use of our website and services. We cannot monitor the laws of every country and it is your responsibility to ensure that your use of our website and services is legal.

This agreement includes those terms and conditions expressly set out below and those incorporated by reference. We strongly recommend that you also access and read any other information contained on other pages or websites referred to in this notice, as they may contain further terms and conditions that apply to you. Please also refer to our Privacy Policy. We may amend these Terms and Conditions at any time by posting an amended agreement on our website. Any amended Terms and Conditions will govern new user registrations from the date that it is posted and existing users will be bound by the amended agreement after a period equal to the notice period in effect at that time plus 14 days.

Nothing in these Terms and Conditions shall create or be construed to imply any agency, partnership, joint venture, employee-employer relationship or franchisor-franchisee relationship between you and us. Headings are for ease of reference purposes only and in no way define, limit, construe or describe the scope



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or extent of such section. If any provision of these Terms and Conditions is held to be invalid or unenforceable; such provision shall be struck out and the remaining provisions shall remain in full force and effect. You cannot assign this agreement, but we may assign it at our sole discretion: any assignee must be at least equally competent to carry out the obligations set out in these Terms. Our failure to act with respect to a breach by you or others shall not be considered as a waiver of right to act with respect to subsequent or similar breaches. Any person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy generally available to such a third party in law or otherwise.

Definitions

'Haven Medical Primary Healthcare Services Ltd' or 'Haven Medical' mean the private limited company Haven Medical Primary Healthcare Services Ltd, registered in England and Wales, registered company number 14652643. The registered address is 16 Great Queen Street, London WC2B 5AH.

'Clinic' means any clinic operated by Haven Medical Primary Healthcare Services Ltd.

'Member' means a patient registered at the clinic.

'Membership' is offered in three different categories including Core, Advanced and Family, membership. Members in all categories pay a regular monthly subscription.

1. MEMBERSHIPS

There are 3 different levels of membership: Core, Advanced and Family. Please read the descriptions below carefully to ensure you choose the correct membership for your needs. All clients will be required to provide credit or debit card details on registration. These are stored securely using Stripe. Stripe is used worldwide by banks and companies to securely store card details using the highest level of encryption. Our staff do not have access to these details, we can only see the last 4 digits of your card and expiry date. A copy of all paid invoices will be sent by email. You may choose to pay by an alternative card at the time of the invoice being issued. In the case of another person completing the registration for a patient, for



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example a parent, they are agreeing to be responsible for the payment of all invoices.

1.1 Core MEMBERSHIP DETAILS

The Core membership scheme enables patients to use the Clinic's services with the security of regular fixed subscription fee.

Core members pay a monthly subscription fee per person. Discounts are available for family or household groups. Please see our price list for details.

Core members enjoy the following membership benefits:

GP Consultations within clinic opening hours FREE

Telephone or video GP consultations within clinic opening hours FREE

Email follow-up post GP consultation FREE

Online and telephone appointment booking FREE

Prescription completion (not including the actual medication cost) FREE

Repeat prescriptions (not including the actual medication cost) within 12 months of the last consultation FREE.

Exclusive discounts when available for core members such as seasonal offerings eg vaccinations; details are sent to all members.

Subscription fees do not include vaccinations, home visits, laboratory fees, imaging fees, investigation fees, cryotherapy, aesthetic consultations, consultation with other therapists, consultations with other specialists and consultations outside of clinic opening hours.

Subscription fees are payable monthly starting on the date of joining and at 1 month intervals thereafter. Subscription fee payments should be made online or at the clinic by monthly recurring credit/debit card payment. All credit/debit card information is processed through our secure payment gateway and processing



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partners Chargebee, Worldpay and Stripe. Haven Medical does not have access to or store your credit, debit card or bank account details. We accept all major credit and debit cards including Apple Pay and American Express. We do not charge you any delivery or transaction fee in addition to your monthly subscription fees. We can only accept payments in British Pounds (GBP).

1.2 Advanced MEMBERSHIP DETAILS

The Advanced membership scheme enables patients to use the clinic's services with the security of regular fixed subscription fee.

Advanced members pay a monthly subscription fee per person. Our Advanced membership includes an Advanced Wellness Evaluation annually.

Advanced members enjoy the following membership benefits at no additional cost:

GP Consultations within clinic opening hours FREE

Telephone GP consultations within clinic opening hours FREE

Email follow-up post GP consultation FREE

Online and telephone appointment booking FREE

All Health Care Assistant (HCA) time free. This includes any fees for example ECG's, Bloods, Stitch removal, blood pressure checks.

Exclusive discounts when available for core members such as seasonal offerings such as vaccinations, details are sent to all members.

Prescription completion (not including the actual medication cost) FREE

Repeat prescriptions (not including the actual medication cost) FREE

Advanced Wellness check annually FREE

Subscription fees do not include vaccinations, home visits, laboratory fees, imaging fees, investigation fees, cryotherapy, aesthetic consultations, consultation with



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other therapists, consultations with other specialists and consultations outside of clinic opening hours.

Subscription fees are payable monthly starting on the date of joining and at 1 month intervals thereafter. Subscription fee payments should be made online or at the clinic by monthly recurring credit/debit card payment. All credit/debit card information is processed through our secure payment gateway and processing partners Chargebee, Worldpay and Stripe. Haven Medical does not have access to or store your credit, debit card or bank account details. We accept all major credit and debit cards including Apple Pay and American Express. We do not charge you any delivery or transaction fee in addition to your monthly subscription fees. We can only accept payments in British Pounds (GBP).

1.3 Family MEMBERSHIP DETAILS

The Family membership scheme enables patients to use the clinic's services with the security of regular fixed subscription fee.

Family members pay a monthly subscription fee to cover two adults and two children. Our Family membership includes two adult Advanced Wellness Evaluation annually.

Family members enjoy the following membership benefits at no additional cost:

GP Consultations within clinic opening hours FREE

Telephone GP consultations within clinic opening hours FREE

Email follow-up post GP consultation FREE

Online and telephone appointment booking FREE

Online access to health records and test results FREE

Prescription completion (not including the actual medication cost) FREE

Repeat prescriptions (not including the actual medication cost) FREE



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2x Advanced Wellness check annually FREE

All HCA time free. This includes any fees for example ECG's, Bloods, Stitch removal, blood pressure checks.

Exclusive discounts when available for core members such as seasonal offerings such as vaccinations, details are sent to all members.

Subscription fees do not include vaccinations, home visits, laboratory fees, imaging fees, investigation fees, cryotherapy, aesthetic consultations, consultation with other therapists, consultations with other specialists and consultations outside of clinic opening hours.

Subscription fees are payable monthly starting on the date of joining and at 1 month intervals thereafter. Subscription fee payments should be made online or at the clinic by monthly recurring credit/debit card payment. All credit/debit card information is processed through our secure payment gateway and processing partners Chargebee, Worldpay and Stripe. Haven Medical does not have access to or store your credit, debit card or bank account details. We accept all major credit and debit cards including Apple Pay and American Express. We do not charge you any delivery or transaction fee in addition to your monthly subscription fees. We can only accept payments in British Pounds (GBP).

2. ADDITIONAL CHARGES

Any additional charges will be advised to patients before they are charged. Prices for individual items are also available through our website and by contacting our reception. If you have any queries or questions regarding fees please do not hesitate to ask for clarification. Please note additional fees may be incurred for vaccinations, laboratory fees, procedure fees, telephone consultations outside clinic opening hours and home visits. All such fees are payable immediately after the provision of the service, for some consultations or health screening payment may be required in advance.

3. CANCELLATION

3.1 Pay per visit:



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When you book an appointment you are reserving the clinician's time exclusively for you.

As such, we require 12 hours' notice for the cancellation of any appointment, otherwise you will lose any monies you have paid in advance. Cancellations before 12 hours will not incur any fees and any monies paid will be refunded.

Likewise, if you do not attend your appointment and do not given notice that you will not be attending, you lose any monies you have paid in advance.

3.2 Memberships:

Members will be liable to pay monthly subscription payments by recurring debit or credit card for the duration of their membership. This will be automatically renewed each month unless the member gives notice.

New members may cancel their membership within 14 days of joining and receive a full refund.

If the clinic's services have already been used within the 14-day period they will receive a full refund minus any reasonable costs incurred, which will be based on our fees for consultations or other services provided on a pay per visit basis.

After the first 14 days following joining, members may cancel their membership at any time. Within the first 3 months of membership, 2 months' notice is required. After 3 months of membership, 1 months' notice is required.

Cancellation requests may be made in writing to Haven Medical, 15 Haven Rd, Canford Cliffs Poole, BH13 7LE, UK or by *email admin.canfordcliffs@thehavenmedical.com*. Cancellations will be confirmed in writing, and it is the member's responsibility to ensure their cancellation request has been received and confirmed by the clinic.

4. REFUNDS

Membership sign-up fees are non-refundable beyond the first 14 days of membership. Membership fees paid in advance which relate to a period after termination of membership will be refunded.



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In unexpected circumstances such as redundancy or moving house Haven Medical may waive the required notice periods and refund membership fees paid in advance that relate to a period after termination, supporting information may be requested in such cases.

Fees paid for additional services such as vaccinations, laboratory fees and home visit fees are incurred at the time of provision, and therefore they are not refundable.

5. REGISTRATION

All persons registering with the clinic will be asked to complete a registration questionnaire and this will include confirmation of preferred communication methods, whether they wish their records to be routinely shared with their NHS GP and they will be asked to provide photo identification, to prevent fraud. When a child is registered the details of those with parental responsibility will also be sought.

In the event that an invoice is not settled by the client on the date of issue, Haven Medical may charge the card details stored on file after 7 days. In this event, Haven Medical will provide at least 48 hours advance notice by email. If you wish to settle the invoice using an alternate payment method this may be done at the time of the invoice being issued.

6. SERVICES PROVIDED BY Haven Medical

Haven Medical undertakes to provide a private GP service to its members within the clinic opening hours. Fully qualified General Practitioners on the GP Register of the General Medical Council will provide consultations. A practice nurse registered with the Nursing and Midwifery Council, for example for blood pressure checks or vaccinations, may also see patients. The clinic is fully registered with the Care Quality Commission.

Appointments are available within the clinic opening hours. Appointments may be booked online, by telephone, by email or in person. Patients will usually be able to see a doctor of their choice, but in an emergency or if an urgent appointment is requested this may not be possible. Appointments may be booked up to 4 weeks in



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advance or on the same day. Patients who live outside of our local area may be directed to attend a local service depending on their medical needs. Patients must be within the United Kingdom to receive medical care including that by email, telephone, or video consultation.

Occasionally circumstances beyond our control may limit the availability of services provided by the clinic such as the unavailability of vaccines from suppliers. In case of emergencies such as fire or flood, the clinic services may be provided at an alternative location for a short period. If the clinic permanently moves location at least 3 months' notice will be given to all members.

7. Clinic Opening Hours

The Clinic's core opening hours are 09:00 to 18:00 Monday to Friday and 10:00-14:00 Saturdays. The clinic is usually closed on Sundays and public holidays and Easter Saturday. Members will be given at least 3 months' notice of any planned changes to clinic opening hours.

In a medical emergency, patients may be directed to call the emergency services on 999 or attend their nearest Accident and Emergency department.

8. LIABILITY

- 8.1. All General Practitioners and nurses practicing at Haven Medical will have appropriate professional medical indemnity for their work.
- 8.2. Other medical specialists and therapists also provide professional services at Haven Medical clinic locations. These other professionals include for example Consultants who specialise in dermatology, ultrasound and therapists. Haven Medical assists in appointment booking, and inquiries and provides invoicing services on their behalf, in addition to ensuring they are appropriately qualified to provide their professional services. These doctors and other specialists retain all professional responsibility and liability for the clinical care they provide. Any complaint regarding their service should be directed to the healthcare professional who has provided the care.



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8.3. Please take care of your personal property whilst at Haven Medical: our liability to compensate you (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount having regard to such factors as whether the damage was due to a negligent act or omission by us.

9. FORCE MAJEURE

Where the performance by Haven Medical of its obligations under these terms and conditions is delayed, hindered or prevented by an event or events beyond its reasonable control and against which an experienced service provider could not be reasonably have been expected to take precautions, Haven Medical shall promptly notify the patient, in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of its service.

Haven Medical shall have no liability to a Member or Non-Member for any failure to deliver the services, or any delay in doing so, for any damage or defect to the services provided that is caused by an event, including without limitation strikes and other industrial disputes, extreme weather, epidemic, pandemic, terrorist incidents, breakdown of systems or network access, flood, fire, explosion, earthquake, windstorm, other nature disasters, war, civil war, riots or Government action preventing the delivery of services.

Whilst Haven Medical will do everything it can to ensure prompt service, Covid-19 tests are highly scientific tests. They must be processed by an external government-accredited laboratory that may from time to time experience delays during the ongoing pandemic. We can accept no responsibility for financial losses, travel cancellations, disruption, or refusal to travel due to failed or later delivery of the test kit and/or reported test results.

10. DATA PROTECTION

It is necessary for the purpose of providing healthcare for Haven Medical to retain members' personal data including identity, contact details and medical information. All information is held within a secure and encrypted computer system. Patients may request copies of their medical records at any time, in accordance with our Access to Medical Records policy available on request or from reception. We will not



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share your information with any other parties without your express consent, except in cases of emergency such as a life-threatening illness. We comply with the Data Protection Act 2018 and are registered with the Information Commissioner's Office. Please also see our privacy policy for further information.

All Covid-19 test results will be reported to Public Health England; this is a legal requirement. In the event of a positive test your contact details may be passed to authorities including the NHS Test and Trace service.

11. NATIONAL HEALTH SERVICE (NHS) CARE

Members are encouraged to continue their registration with an NHS GP if they are entitled to NHS care. The Clinic will liaise with any other healthcare professionals involved in your care, with your consent, as needed.

12. PRIVATE MEDICAL INSURANCE

If you think you may be able to claim GP consultation fees and any other fees please check with your insurer in advance. Haven Medical will provide assistance in the form of reports, correspondence and receipts as needed. You will usually be required to pay your invoices directly and then make any claims for reimbursement in accordance with your insurance policy. If you have pre-authorisation from your insurer then we may be able to bill them directly. Please discuss with reception if you wish to do this in advance of your consultation. Where pre-authorisation has been obtained and Haven Medical have agreed to invoice the insurer directly if payment has either not been received or has been declined by a third party or not paid in full within 3 months of the date of invoice being issued the patient (or their responsible parent in the case of a minor) will be responsible to make immediate payment to Haven Medical. For this reason, we will require all clients to provide debit or credit card details to be stored on file. In the event of non-payment by an insurer or any other third party you will be given at least 48 hours advance notice by email that a charge made against the card details stored on file. Due to the additional costs incurred in billing insurance companies directly the charge may be higher than our self-pay fees.



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13. TERMINATION OF MEMBERSHIP AGREEMENT BY Haven Medical

The clinic will not tolerate violent, aggressive or abusive behaviour. Haven Medical reserves the right to immediately terminate its contract with any patient who is violent, aggressive or abusive. In these circumstances, any membership fees paid in advance that relate to a period after termination will be refunded in full.

We may immediately issue a warning and deny your access to all or part of the website or refuse to provide our services to you without notice if:

- You are in breach of any part of this agreement.
- We cannot, for any reason, verify or authenticate any information you provide to us.
- We believe that your actions may cause legal liability for us, you or any other user.
- We believe that we can no longer provide you with safe medical care, including where there has been a breakdown of trust between the patient and doctor.

14. UNPAID INVOICES

Haven Medical may terminate this agreement if any membership fee remains unpaid 30 days after its due date for payment. Fees for other services are payable at the time of provision. In the event of a client having an unpaid invoice over 30 days, Haven Medical may refuse to provide further services until the invoice has been settled.

In the event that an invoice is not settled by the client on the date of issue, Haven Medical may charge the card details stored on file after 7 days. In this event, Haven Medical will provide at least 48 hours advance notice by email. If you wish to settle the invoice using an alternate payment method this may be done at the time of the invoice being issued.

15. CANCELLATION OF APPOINTMENTS



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In the rare situation that Haven Medical has to cancel your appointment, you will be offered a further appointment as soon as possible. You will also be able to access telephone advice in case of any urgent medical problem, at no additional cost.

16. MISSED APPOINTMENTS

Appointments missed without being rescheduled or cancelled will be subject to a £50 fee.

17. MEMBERSHIP FEES REVIEW

Monthly recurring membership fees will be reviewed annually on 1st July. Members will be given at least 3 months' notice of any change to membership fees. Members not wishing to continue their membership at the new rates may cancel with at least 1 months' notice. Haven Medical will refund any advance membership fees paid which relate to a period after the termination of membership.

18. COMPLAINTS

Haven Medical sets itself the highest standards of care. If we fail to meet our own high expectations, then please let us know immediately. We know that sometimes things may go wrong, but we will always do our best to put them right as soon as possible. If you are unhappy with the service, you have received then please contact us. A full copy of our complaints policy is available from the practice reception or by email admin.canfordcliffs@thehavenmedical.com.

19. TRADEMARKS, COPYRIGHTS AND RESTRICTIONS

This website and all materials on it, including, but not limited to, images, are the sole property of Haven Medical and are protected from unauthorised copying and dissemination by copyrights law and trademark law. You may not reproduce, republish, upload, post, transmit or distribute in any way whatsoever any materials from thehavenmedical.com without the prior written permission of Haven Medical.

20. ACCEPTABLE USE



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You acknowledge that you are responsible for all communications sent via or to this website and agree to your use of this website for proper and lawful purposes only.

You will not knowingly carry out any act or omission or procedure which would

- a. damage, delay, interrupt or impair the use of this website or its software;
- b. cause any illegal, offensive, defamatory material to be placed on or associated with this website;
- c. be in breach of any copyright, trademark, privacy, confidence, or any other third-party right; or
- d. cause any inconvenience to its employees, servants, agents, software and other suppliers or any other third party (including, without limitation, creating or procuring software viruses, chain letters, unsolicited communications and 'spam').