

# Kleyn Healthcare Private General Practice Services

## Terms and Conditions of use of service

### Definitions

**Consultation** means when a Clinician provides an assessment and care to a Patient by direct contact with the Patient. This may be carried out remotely or at a KHGP clinic.

**Kleyn Healthcare Private GP service/KHGP/We/Our/Us** means Kleyn Healthcare's private General Practice service (trading as Kleyn Healthcare). The service is independent from any other service provided by Kleyn Healthcare. It may include services provided by our partner provider. Our company registration number is 5945184 and our registered address is 5 Allen Street, Warrington, WA2 7JD.

**Kleyn Clinician/Clinician** means a General Practitioner or Primary care clinician working for KHGP service who has agreed to provide clinical service to patients under Kleyn's private primary care.

**Patient** means person who has agreed to register with KHGP and purchased KHGP services.

**Remote/Remotely** means using telephony, live video calls or similar communication methods to contact the Patient from a distant location.

**Writing** means writing in English, using commonly used communication methods including emails, text messages and letters.

**You/Your** means individuals who have agreed to pay for KHGP services and who may also be a Patient.

**Your Information** means any information we hold about you. This may include but not be limited to confidential information and sensitive information.

### Terms & Conditions

1. These are terms and conditions of Your agreement with KHGP (**Agreement**). These terms explain who We are, how we provide Our service to You, how We or You change/end the Agreement and other vital information. Please read them carefully before You make a payment, agree to use Our services, or agree to register with KHGP.
  - a. These terms set out the full details and constitutes the entirety of Your Agreement. By making a payment, agreeing to use Our services, agreeing to register with KHGP, or commencing the supply of the service, You will be deemed to have accepted these terms and conditions;
  - b. If You do not agree to these terms and conditions, You should not use the services.
2. We may change these terms and conditions at any time without providing You with prior or express notice of any change but such changes will only apply to future bookings although please see clause 68 below for further details on this point. You should therefore check the content of these terms and conditions from time to time on Our website for any changes and certainly before making any or any further bookings. By continuing to use Our services You agree to any and all changes made to these terms and conditions.

3. You agree not to breach this Agreement, any codes of conduct, or any other applicable guidelines that apply to KHGP services or which have been communicated to You by Us nor to breach any general public laws or regulations.
4. You need Our consent to transfer Your rights and/or obligations under this Agreement to someone else. You may only transfer Your rights and/or Your obligations under these terms and conditions to another person if We agree to this in writing.
5. This contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of Us will need to get the agreement of any other person in order to end this Agreement or make any changes to these terms and conditions.
6. If a court finds part of this Agreement unenforceable or illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
7. Even if We delay in enforcing this Agreement or any part of it, We can still enforce it later. If We do not insist immediately that You do anything you are required to do under these terms and conditions, or if We delay in taking steps against You in respect of Your breaking them, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

### The Services

8. KHGP offers private General Medical Practice services. This means we only offer services that are normally offered by qualified General Practitioners or allied professionals in UK general medical practice and in accordance with UK and/or widely accepted guidelines.
9. All medical consultations and advice provided by Kleyn Healthcare staff are based on the information provided by the Patient or the legal guardian. Any failure to disclose relevant medical information may result in harm or a reduction in quality of care. KHGP is not responsible for such events.
10. The Consultations are for providing UK private General Practice healthcare. Treatment outcomes may vary based on individual cases and KHGP does not guarantee specific outcomes.
11. We may use subcontractors or associates to provide all or part of the services. References to “KHGP”, “We” or “Us” in these terms and conditions shall include our subcontractors and associates.
12. KHGP services will be provided to You Remotely or at a KHGP Clinic. Where the Clinician decides a remote consultation is unlikely to allow safe provision of the service, we may either refuse to provide Remote consultation or ask to change provision of the services at a KHGP clinic.
13. KHGP services are only available to individuals located in the UK aged 5 years or older.
14. To access KHGP services, you will need to provide certain information about You/the Patient. This normally means full access to your medical records. It is Your responsibility to provide the medical records and failure to provide the required information in a timely manner, or if you give us incomplete or incorrect information, this may result in refusal to provide care to You and/or termination of the Agreement. If additional work is incurred due to such failure, We may also charge You additional fees to

compensate Us. We will not be responsible for supplying KHGP services late or not supplying any part of them if this is caused by You by not providing Us in a timely fashion with the information We request.

15. KHGP services are provided as-is, as described on the KHGP web pages, KHGP marketing communications or in Our telephone call with You. We may change the services comprised in the KHGP services at any time without giving You prior or express notice of any change. Any changes will be communicated on KHGP's website. It will be Your responsibility to monitor Our website from time to time to appraise yourself of any such changes and You should definitely do so before making any or any further bookings as by continuing to use our services you confirm you are aware of all any changes made to them. Please see clause 69 below for further details as to bookings already made but not yet fulfilled.

16. We may have to suspend the supply of all or part of the KHGP services from time to time to (a) deal with technical problems or make minor technical changes; or (b) update the services to reflect and comply with changes in relevant laws and regulatory requirements. Such suspensions will be considered as having been caused by events beyond Our control under clause 19 below and be subject to the provisions of that clause.

17. We reserve Our right to apply a permanent or temporary suspension of the KHGP services in the event of abusive or inappropriate behaviour, including (but not limited to) using offensive, abusive or inappropriate remarks or behaviour, towards any KHGP Clinician or employee or those or Our subcontractors or associates.

18. We reserve Our right to take reasonable and proportionate action which may include applying additional charges or applying a temporary or permanent suspension of the KHGP services in the event of an excessive or inappropriate use of the KHGP services by You, including (but not limited to) cancelling an unreasonable number of appointments, failure to attend an unreasonable number of appointments or requiring repeat appointments which are not clinically appropriate.

19. We are not responsible for delays or cancellations for reasons outside Our control. If Our provision of the services at KHGP is delayed or cancelled by events outside Our control then We will contact You as soon as possible to let You know and We will take all steps possible to minimise the effect of the delay or cancellation. Provided We do this We will not be liable for any losses or damages arising from such delays or cancellations caused by those events.

#### **Services not provided by Kleyn Healthcare Private GP service**

20. The KHGP services do not include or provide for the following:
- a. NHS prescriptions;
  - b. Prescribing certain medications including controlled drugs;
  - c. Antenatal or maternity care;
  - d. Drug and alcohol rehabilitation services;
  - e. Immunisations/vaccinations;
  - f. End of life or palliative care;
  - g. Services not normally provided by UK private General Practice

h. Treatment not recognised or supported by major UK guidelines.

### Booking an appointment

21. Appointments can only be booked by individuals aged 18 or older. Parents or legal guardians may book on behalf of persons aged between 5-17 years old.

22. You must provide accurate and complete information during the booking process. We will not be responsible for any adverse event or Your not receiving KHGP services due to incorrect or incomplete information.

23. Upon booking, you will receive an email or SMS confirmation with the details of your appointment.

24. It is your responsibility to ensure that the Patient only books treatment that is appropriate for their condition and that (where applicable) they have the correct technology or equipment for remote appointments.

### How to contact us and how we may contact you

25. You can contact us by telephoning 0345 2418555 or by sending an e-mail to Us at [Info@kleyhealthcare.co.uk](mailto:Info@kleyhealthcare.co.uk).

26. We may contact You by telephoning, sending a text message or by writing to You at the email address and/or postal address You provided to Us.

27. We will make a minimum of 2 attempts using 2 different methods from methods listed in clause 26 above to contact You. If we are unable to contact You by those methods, We reserve the right to leave a telephone message, where available and/or send information to Your NHS GP.

### Payment and Fees

28. Fees are payable for Consultations/appointments. Any follow-up Consultations, diagnostics, or treatments may incur additional costs, which will be discussed during your Consultation.

29. Full payment of the fee is required at the time of booking for all appointments. The total fees for your selected service will be clearly stated and explained before you confirm your booking.

a. If You fail to pay the fees, KHGP will let You know and will immediately suspend Your KHGP service while the payment remains outstanding;

b. Whilst Your KHGP service is suspended, the Patient will be unable to receive any services until all arrears of payments are made. We will contact You by email to notify You that Your KHGP service has been suspended and if You are not the actual Patient You are responsible for informing the Patient that their access to services has been suspended.

30. All prices for services are displayed in GBP and include VAT where applicable. Fees may vary based on the type of Consultation, test, individual circumstances or specialist service.

31. KHGP's fees are advertised in KHGP's website. Requests to provide non-conventional services due to the unique nature of Your circumstances may incur additional fees which are not advertised on

the website and will be communicated to and agreed with You prior to taking the payment and prior to commencement of the service.

32. The fee constitutes the full cost of the agreed service. You will only be charged additional fees by KHGP if:

- a. Your GP appointment lasts longer than the booking made;
- b. You receive any different or additional treatment;
- c. You purchase any equipment, aides or other additional items including any diagnostic tests and private prescriptions.

33. We will review the cost of the services from time to time and We reserve the right to adjust Your Subscription Fee at any time.

#### **Patient/Your responsibility**

34. The Patient must attend scheduled appointments or contact KHGP in advance of the appointment to reschedule in line with KHGP's cancellation and rescheduling policy. The Patient may be required to pay a fee for missed appointments or appointments cancelled with late notice.

35. Late arrival to scheduled appointments will lead to a reduced appointment period or cancellation. You will be charged the full fee for the service

36. The Patient/You must comply with all KHGP customer rules and protocols which apply at the KHGP clinic. If You are not the Patient, You are responsible for explaining the Patient's responsibilities and shall procure that the Patient complies with their responsibilities in this Agreement.

#### **Missed Appointment, Cancellation and Rescheduling**

37. If you do not attend your appointment, there will be no refund.

- a. Repeated failure to attend an appointment may result in refusal to provide all or part of KHGP services;
- b. If you need to cancel or reschedule your appointment, please inform Us as soon as possible in by calling 0345 2418555.

38. Cancellations or rescheduling requests may incur a cancellation fee in accordance with KHGP's cancellation policy which is available on KHGP's website.

39. For the purpose of refunds, the services are deemed to have commenced at the point of Your booking an appointment and making a payment .

40. KHGP will from time to time review our cancellation, missed appointment and rescheduling policy and may make changes without prior notification to You. Updated information will be shown on KHGP's website which You should accordingly check before making any cancellation.

41. Where we are unable to deliver the services at the time and date the Patient has booked We will contact You directly to reschedule Your appointment as soon as possible in advance of Your booking.

## Termination of the Agreement

42. We may end Your KHGP services at any time by writing to You if:
- a. You breach any of the terms of this Agreement;
  - b. You do not, within a reasonable time of us asking for it, provide Us with information that is necessary for Us to provide those services; or
  - c. Acting reasonably, We consider the Agreement should be ended because clause 17 or 18 applies.
43. You must compensate Us if you break this Agreement. If We end the Agreement in the situations set out in Clause 42 we will refund any money You have paid in advance for products We have not provided but We may deduct or charge You reasonable compensation for the net costs We incur as a result of Your breaking the contract.
44. We may withdraw all or part of the KHGP services. We may write to you to let you know that We are going to stop providing all or part of the KHGP service. We will use reasonable endeavours to let You know at least 5 days in advance of our stopping the supply of all or part of the services and will refund any sums You have paid in advance for the KHGP service which will no longer be provided.
45. You may cancel Your Agreement with Us any time by giving Us reasonable notice in writing but the fee for any booking made and paid for prior to Our receiving such notice may be retained by Us in whole or in part as compensation for inconvenience and/or any costs incurred.

## Insurance and Billing

46. KHGP does not directly bill to insurance providers. You are responsible for full payment at the time of service.
47. We can provide an invoice or receipt, which you may submit to your insurance provider if eligible for reimbursement. Provision of an invoice/receipt does not constitute a guarantee of reimbursement from your insurer and KHGP is not responsible for any such reimbursement.

## Privacy and Confidentiality

48. All personal and medical information shared with Kleyn Healthcare is confidential and managed in line with GDPR regulations and the Data Protection Act. Please review our Privacy Policy for more details on data handling and security.
49. By booking an appointment, You consent to Kleyn Healthcare using Your contact information to communicate essential appointment details and any relevant healthcare updates.
50. We will make the efforts outlined in clause 26 to contact You first before sharing any information. However, where sharing clinical information is vital to Your care and not sharing the information is deemed to put You or public's health at risk, KHGP reserves the right to share your information with an appropriate body including Your NHS GP. This may be done even if You have not consented to sharing that information.

51. You acknowledge that the content from the KHGP services made available to You is protected by legal rights and interests including copyright and intellectual property rights owned by Us, Our partners and/or the sponsors who provide the content (or other people or companies on their behalf). We do not grant You permission to share any of the content unless explicitly indicated. You may not copy, modify, duplicate, create derivative work from, frame, mirror, republish, download, display, transmit or distribute all or any part of that content in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer, or otherwise reduce to human perceivable form all or part of that content or the KHGP services themselves. Where applicable, You shall keep secure and confidential any password supplied for Your use of the services. You shall use reasonable endeavours to prevent unauthorised access to all or any part of the KHGP services and in the event that You become aware of any unauthorised access or use You shall notify us as soon as reasonably practicable and provide reasonable assistance to investigate and resolve such unauthorised access.

52. You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute, or share all or any portions of the KHGP services, the use of those services or access to them to any third party for any commercial or other purposes whatsoever.

53. You agree not to remove, obscure, or alter any proprietary rights notices including copyright and trademark notices that is or might be connected with the KHGP services.

54. Unless You have been authorised in writing by Us, You agree not to use any trademarks, trade names or logos of any company or organisation connected with the KHGP Services in any way or for any purpose.

55. You must not use the KHGP Services:

- a. For any unlawful purpose;
- b. To interfere with any other person's use or enjoyment of the KHGP Services;
- c. To attempt to clinically diagnose Yourself;
- d. To prescribe treatments to others;
- e. To create, check, confirm, update or amend Your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- f. As a source of material or contact data for any kind of marketing activity;
- g. To tamper with, update or change any part of the Services;
- h. In a way that affects how it is run;
- i. In a way that imposes an unreasonable or disproportionately large burden on KHGP's communications and technical systems as determined by Us; or
- j. Together with any automated means to monitor or copy the KHGP services or their content, or to interfere with or attempt to interfere with how those services function.

56. The Services may provide links to third party content or websites. Such links are provided for Your information only and KHGP is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third party content or websites or that

such information is up to date. We have no control over the contents of such content or those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. The inclusion of a link to third party content or a third party website should not be taken in itself to mean endorsement by KHGP of the content, website, the site owner, or any specific content to which it points. KHGP also cannot guarantee that any third-party content, website or any service on that website will remain available. Please also be aware that when You leave Our website, other websites may have different privacy policies and terms which are also beyond Our control and of which You should make yourself aware.

57. Where We provide You or the Patient with third party tools to access the Services or communicate with Us such as (without limitation) telephone, video conferencing or webchat technology (“Tools”) the following terms shall apply:

- a. To the extent permitted by law, the Tools are provided “as is” and We give no representation, assurance or warranty regarding the quality, use, availability, content, security, non-infringement, or reliability of the Tools. We expressly exclude any warranties of this kind whether express or implied or statutory;
- b. You are responsible for ensuring they have an internet connection and devices suitable, up to date and compatible in order to use the Tools;
- c. Your use of the Tools is at Your/the Patient’s own risk;
- d. You/the Patient must only use the Tools in connection with the receipt of the Services. You/ the Patient must not (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Tools; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the Tools or systems used to provide the Tools, or other equipment or networks connected to the Tools; (e) circumvent or disclose the user authentication or security of the Tools or any host, network, or account related thereto; (f) store or transmit “SPAM” (defined as unsolicited commercial email or “Malicious Code” (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs); (g) interfere with or disrupt the integrity or performance of the Tools or third party data contained therein, and/or (h) attempt to gain unauthorized access to the Tools or their related systems or networks; (i) impersonate another person; or (j) make any use of the Tools that violates any applicable law or regulation;
- e. We shall be entitled to suspend or withdraw access to the Tools immediately at any time;
- f. We reserve the right to vary the Tools at any time.

#### **Limitation of Liability**

58. Kleyn Healthcare and its staff are not liable for any loss, injury, or damage resulting from missed appointments, rescheduling, or Patient non compliance with medical advice.

59. While We strive to provide the highest standard of care, We are not responsible for factors outside Our control, such as delays in receiving test results or unexpected healthcare outcomes.

60. The KHGP Clinician is registered with the relevant governing body (i.e. GMC, NMC, GDC). If the Patient is unhappy with any aspect of their advice or treatment, please speak to the Manager who will support the Patient to resolve their complaint.

61. You acknowledge and agree that computer, internet and telecommunications suffer interruptions and are not fault free and We do not make any representation or warranty in relation to such systems or technology. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the services.

62. Subject to clauses 58 and 59, We are responsible to You for foreseeable loss and damage caused by Us. If We fail to comply with these terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breaking this Agreement contract or Our failing to use reasonable care and skill, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us during the sales process.

63. We do not exclude or limit in any way our liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents, subcontractors and associates or for fraud or fraudulent misrepresentation.

64. We are not liable for business losses. We only supply KHGP services for private, individual use. If You use the Services for any commercial, business or resale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

65. Subject to clauses 62 and 63, We shall not be liable to You for any damages, costs or losses in excess of the cost of the Services paid by You to Us.

66. We will not be liable for damage which You could have avoided by following Our advice to apply an update offered to You free of charge or for damage which was caused by You failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Us.

67. Although We will use reasonable endeavours to prevent intentional misuse of the Services and the dissemination of harmful programs via the Services, We will not be liable for any loss or damage caused by any intentional misuse of the services or the distribution of viruses or other technologically harmful material that may infect Your computer equipment, computer programs, data or other proprietary material due to Your use of the services.

68. Subject to clause 62, We shall not be responsible or liable for any loss or harm suffered by You travelling to or attending premises to receive the Services.

### **Amendments to Terms & Conditions and Services**

69. Under clause 2 above Kleyn Healthcare reserves the right to amend these terms and conditions at any time. Updates will be posted on our website and will apply to future bookings but It will be Your responsibility to monitor Our website from time to time to appraise yourself of any such changes. These changes will not affect bookings already accepted from You and paid for but not yet fulfilled by Us unless we are forced to make such changes by new laws or regulations or other events or circumstances beyond Our control before their fulfilment. In that case we will contact You as soon as possible to explain and discuss and You and We will both have the option to cancel that booking and You will be

given a full refund of the fees paid in respect of that booking. All liabilities between You and Us relating to that booking shall then cease to exist.

70. Under clause 15 above Kleyn Healthcare also reserves to the right to amend the services offered to Patients by posting them on Its website and without giving prior or express notice of any such change. It is the responsibility of the Patient to review Our terms and conditions periodically to stay informed of any changes. Such changes will not affect services already booked and paid for but not yet delivered unless we are forced to make those changes by new laws or regulations or other events or circumstances beyond Our control before their delivery. In that case and if such changes affect the services already agreed to be delivered to You we will contact You as soon as possible to explain and discuss and You and We will both have the option to cancel that booking and You will be given a full refund of the fees paid in respect of that booking. All liabilities between You and Us relating to that booking shall then cease to exist.

### **Contact Us**

71. If you have questions about these terms and conditions and/or Our services, please contact Kleyn Healthcare directly by phone or email. We are here to assist You in any way We can.