



## **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 Shilpa Dave Ltd that all terms of a financial contract between the member and Shilpa Dave Ltd are contained in this document. You must read, agree and accept all of the terms and conditions contained in this agreement and our associated 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 the expiry of 14 days following the date of posting.

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 define, limit, construe or describe the scope 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. 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**

'Shilpa Dave Health ' or 'Shilpa Dave Ltd. ' mean the private limited company Shilpa Dave Ltd. registered in England and Wales, registered company number 10734587 The registered address is Charles Rippin & Turner, Middlesex House, 130 College Road, Harrow, England, HA1 1BQ

'Clinic' means any clinic operated by Shilpa Dave Ltd.

'Member' means a patient registered at the clinic.

'Membership' is offered in three different categories including individual, couple and family

## **MEMBERSHIPS**

There are 3 different types of membership, individual, couple and family. Please read the descriptions below carefully to ensure you choose the correct membership for your needs.

### **1.1 Individual, Couple and Family Membership details**

Patients may register to become a member of the clinic to use the clinic services with membership benefits outlined below for a monthly subscription fee. Please see our website for an up-to-date price list for services or contact our reception team.

Registered Members are entitled to the following membership benefits:

to use the clinic services with membership benefits outlined below for a monthly subscription fee. Please see our website for an up-to-date price list for services or contact our reception team.

- Dedicated direct email access to GP via [members@privategp.org](mailto:members@privategp.org) email address
- Priority weekday appointments
- Saturday Appointments
- Discounted costs to face to face and video appointments
- Prescription charge – free
- Referral Letter charge – free
- Radiology referral charge – free
- Access to members webinars when held – free
- Access to Nutritional therapist, yoga and wellness team partners with dedicated multidisciplinary health planning
- Members newsletter

Subscription fees do not include vaccinations, home visits, laboratory fees, imaging fees, investigation fees, members consultation costs, 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 via Recurly subscription platform.

All credit/debit card information is processed through our secure payment gateway and processing partner Recurly. All consultation and other costs are processed through our secure payment partner Stripe. Recurly does not 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 query or question 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 provision of service.

Fees for additional services may be subject to change as supplier costs can vary. Examples of such services include blood tests and xrays.

## **3. CANCELLATION**

The minimum term of practice membership is 3 months and after this period members can cancel their membership at any time via accessing their membership portal. New members may cancel their membership within 14 days of joining and receive a full refund if they are unhappy with the service.

If the clinic's discounted 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 at membership rates.

Cancellation requests may be made in via by email to [accounts@privategp.org](mailto:accounts@privategp.org). 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**

In unexpected circumstances such as redundancy or moving house Shilpa Dave Ltd. 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. All patients registering will be required to provide a credit card as a guarantee of payment, this is stored securely using Stripe which has the highest level of bank security, our staff will not have access to your card or bank details.

## **6. SERVICES PROVIDED BY SHILPA DAVE LTD.**

Shilpa Dave Ltd. 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. **We do NOT provide ANY out of hours medical cover.**

Appointments are available within the clinic opening hours. Appointments may be booked online, by telephone, email or in person. Patients will usually be able to see a doctor of their choice, in an emergency or if an urgent appointment is requested this may not be possible. Appointments may be booked up to 2 weeks in advance or on the same day. In the unlikely event a same day appointment is not available a doctor will always provide advice as to where to seek medical help for example your local walk in centre or A&E Department. Patients who live outside of our local area may be directed to attend a local service depending on their medical needs. Patients must be currently 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 unavailability of vaccines from suppliers. In case of emergency such as fire or flood the clinic we will direct you to another Private GP Provider but will not be liable to cover the costs of such appointments. If we permanently moves location at least 3 months notice will be given to all members. The Surgery may be closed for short periods due to staff leave. As we are a small practice it is not always possible to find appropriate and safe Doctor cover.

## **7. CLINIC OPENING HOURS**

The clinic core opening hours are 09:00 to 18:00 Monday to Friday and Saturdays for members only. 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.

### **7.1 Home Visits Within Clinic Opening Hours**

Members of the clinic who feel they are not able to attend the surgery for consultation should contact the surgery for advice from a doctor over the telephone on 02033030326. If a doctor agrees a home visit is medically required it will be arranged as soon as possible depending on the availability of the doctor to attend. We usually only undertake home visits for members within the Teddington area. Please see our price list for the current fees.

## **8. CARE OUTSIDE OF CLINIC OPENING HOURS**

Members of the clinic who are in need of urgent medical attention outside of clinic operating hours should firstly contact the NHS 111 line.

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

## **9. LIABILITY**

All doctors and nurses practising at Shilpa Dave Ltd. will have appropriate professional medical indemnity for their work. Other medical specialists and therapists are linked to Shilpa Dave Ltd. and we may book appointments and provide invoicing services, these doctors and healthcare professionals retain professional responsibility for their clinical care. If they record clinical records they will do so using our Practice Management Software Heydoc as registered users.

Please take care of your personal property whilst at Shilpa Dave Ltd. 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.

## **10. FORCE MAJEURE**

Where the performance by Shilpa Dave Ltd 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 expected to take precautions, Shilpa Dave Ltd 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.

Shilpa Dave Ltd 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 Shilpa Dave Ltd 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 test kit and/or reported test results.

## **11. DATA PROTECTION**

It is necessary for the purpose of providing healthcare for Shilpa Dave Ltd. to retain member's 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 anytime, in accordance with our Access to Medical Records policy available on request or from reception. We will not 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 1998 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.

## **12. 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. Some patients with complex needs, or who are vulnerable or at risk may not be able to be supported fully with the limited range of services at Shilpa Dave Ltd. Your Doctor will discuss this with you if this is the case and advice linking with your NHS GP or facilitating your care needs via the NHS.

## **13. 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. Shilpa Dave Ltd. 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. In the event that payment has either not been received or declined by a third party or not paid in full within 3 months of the provision of service the patient will be responsible to make immediate payment to Shilpa Dave Ltd.

#### **14. TERMINATION OF MEMBERSHIP AGREEMENT BY SHILPA DAVE LTD.**

The clinic will not tolerate violent, aggressive or abusive behaviour. Shilpa Dave Ltd reserves the right to immediately terminate its contract with any patient who is violent, aggressive or abusive either in person or via email or telephone communication. 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.

#### **15. UNPAID FEES**

Shilpa Dave Ltd. 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.

#### **16. CANCELLATION OF APPOINTMENTS**

In the rare situation that Shilpa Dave Ltd. 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. For certain services which are booked and paid for in advance, including Covid-19 testing, an administration fee may be payable for cancellation due to fees already incurred by the clinic when the appointment was booked.

#### **17. MISSED APPOINTMENTS**

Appointments missed without being rescheduled or cancelled will be subject to a £25 fee.

#### **18. MEMBERSHIP FEES REVIEW**

Membership fees will be reviewed annually at 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. Shilpa Dave Ltd will refund any advance membership fees paid which relate to a period after the termination of membership.

#### **19. COMPLAINTS**

Shilpa Dave Ltd. 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, if they 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

our complaints policy is available from the practice reception or by email  
practicemanager@privategp.org

## **20. TRADEMARKS, COPYRIGHTS AND RESTRICTIONS**

This website and all materials on it, including, but not limited to, images, are the sole property of Shilpa Dave Ltd 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 privategp.org without the prior written permission of Shilpa Dave Ltd.

## **21. ACCEPTABLE USE**

You acknowledge that you are responsible for all communications sent via or to this website and agree your use of this website for proper and lawful purposes only. You will not carry out any act or omission or procedure which would damage, delay, interrupt or impair the use of this website or its software; cause any illegal, offensive, defamatory material to be placed on or associated with this website; be in breach of any copyright, trademark, privacy, confidence, or any other third party right; or 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 letter, unsolicited communications and 'spam').

In the event that you breach any of these Terms and Conditions, you will indemnify and keep indemnified Shilpa Dave Ltd, employees, servants, agents, professional advisors, suppliers and affiliates from time-to-time against all damages, losses, claims, costs, charges, awards, orders, judgments and other liabilities suffered or threatened as a result of a breach of these conditions.

Giles Davies Practice Manager  
Shilpa Dave Ltd. 2021-22