

TERMS AND CONDITIONS FOR CONSULTATIONS AND TREATMENTS

These are the Terms and Conditions on which we provide services to you.

Please ensure that you have read these terms carefully prior to booking any treatment or consultation (the “Services”). These terms tell you who we are and how we will provide our Services to you, how you may change or end the contract and what to do if you have a complaint.

We may revise these Terms and Conditions from time to time at our sole discretion. The version of Terms and Conditions which exists at the time you make your booking will be the Terms and Conditions that govern your contract with us. Please check, and read these Terms and Conditions carefully, prior to every booking you place with us.

IF YOU WOULD LIKE THESE TERMS AND CONDITIONS IN AN ALTERNATIVE FORMAT PLEASE LET US KNOW.

1. Who we are

1.1 The MEDIKA Clinic is the trading name of The MEDIKA Clinic Ltd. The MEDIKA Clinic Ltd is a company registered in England and Wales. Our company registration number is 13423332 and our registered office is at No1 Spinningfields, 1 Hardman Square, Manchester, England, M3 3EB.

1.2 You can contact us by:

Telephone: + 44 (0)161 394 1559

E-mail: info@medika.health

2. OUR CONTRACT WITH YOU

2.1 Our acceptance of your booking will take place once you have received your confirmation email/text, at which point a contract will come into existence between you and us and you will be bound by these Terms and Conditions.

2.2 If you do not agree to be bound by these Terms and Conditions in relation to your booking you must let us know as soon as possible so that we can cancel your booking.

Cancellation fees apply to all bookings in accordance with Clause 5 and so it's important you let us know as soon as possible if you're not happy with the terms of your booking.

2.3 Our Services are only available to clients aged 18 and over.

3. Pricing

3.1 Some prices are available on our website and others are available upon request. If you would like a copy of our price list please contact us using the details set out in Clause 1 above. Please note that our price list is updated from time to time, and therefore, before placing a booking please request the latest price list.

3.2 The price applicable to your appointment and any Services which have been booked will be those listed at the time of your booking.

4. Booking

4.1 Booking an appointment:

4.1.1 When booking a Service, we require you to provide debit or credit details at the time of booking. You will be made aware of the total cost of your appointment at the time of booking including a breakdown of the fees payable.

4.1.2 If you opt to add other Services such as additional treatments or diagnostic procedures on the day of your appointment you will be informed of any additional costs before these are incurred.

4.1.3 A deposit is required to confirm your booking. The deposit amount will be £50 for treatments upto £500, and 10% deposit for any treatments over £500. Full payment will be taken on the day of your appointment using the credit or debit card details provided at the time of booking, minus any deposits paid. We do not accept cash as a form of payment.

4.1.4 If we have trouble processing your payment you will be required to provide an alternative payment method on the day of your appointment. Please note that if your payment method is declined you may incur a fee to cover our administration costs in relation to taking payment at a later date.

4.1.5 If you agree to any treatment plans full payment must be paid prior to starting. Backdating services is not authorised.

Please note:

- Vouchers are not redeemable for cash and non-transferable. Normal booking and cancellation conditions apply
- We accept all major credit/debit card payment methods and apple pay

5. Cancellation

5.1 If you change your mind about your booking you may cancel at any time up to 24 hours before your appointment without incurring any charges.

5.2 If you cancel your booking less than 24 hours' before your appointment you will lose your deposit fee paid. That was notified to you at the time of your booking. The cancellation fees represent our reasonable administrative costs and payments that we need to make to third parties due to your cancellation.

Cancellation fees will be notified to you at the time of your booking confirmation, if you do not accept these fees please let us know without delay so that we can cancel your appointment.

If we cancel:

5.3 If we cancel your booking due to unforeseen circumstances we will provide you with as much notice as possible and seek to find a suitable alternative appointment time.

5.4 You will incur no fees if we cancel your booking in accordance with Clause 5.3.

5.5 If we cancel any Service before or during your appointment for medical reasons you will only be charged for the Services received.

6. Appointments

6.1 All of our doctors, nurses and therapists are trained and approved in accordance with our treatment protocols. We will always endeavour to fulfil any requests to be seen by a particular person, however there may be occasions where this is not possible. On these occasions you will be seen by a suitably qualified member of the team.

6.2 Please arrive for your appointment at least 15 minutes in advance so that the

necessary paperwork can be completed. Late arrival may result in reduced treatment time. Please note that if you are late you will incur the full price notified to you for your appointment and any procedures where facilities have been specifically reserved for you.

6.3 Your booking confirmation will inform you of any preparation required in advance of your treatment. Failure to follow the guidelines may mean that we cannot accommodate you in relation to some or all of the Services booked. Please note that if you do not follow the preparation guidelines you will incur the full price notified to you for your appointment and any procedures where facilities have been specifically reserved for you.

6.4 We regret that we cannot accommodate children during treatments. If you bring a child under the age of 16 they must be accompanied by a chaperone over the age of 16 while you are being treated. If you bring a child to your appointment and we cannot perform all of the treatments booked you will incur the full price notified to you for your appointment and any procedures where facilities have been specifically reserved for you.

6.5 You must comply with all instructions and/or recommendations given to you by, or on behalf of, us regarding the care of a treated area. If you are unclear of the instructions/recommendations you must let us know.

7. Privacy and personal information

7.1 We may collect both personal data and special categories of personal data (e.g. health data) from you in order to perform the Services. Any personal data collected from you will be used strictly in relation to your appointment and will not be shared other than as set out in our Patient Privacy Policy. Please see our website www.medika.health to view.

8. Liability

8.1 If we fail to comply with these Terms and Conditions, we are responsible for all loss or damage that you suffer that is a foreseeable result of our breaking this contract or due to us 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 booking process.

8.2 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 or subcontractors and for fraud or fraudulent misrepresentation.

9. Your right to complain

9.1 If you are not satisfied with the Services you have received and would like to make a complaint please contact us using the process set out below:

9.1.1 In the first instance we ask you to submit a complaint, either in person, by telephone or in writing using the details set out in Clause 1 above. If you require assistance with making your complaint, we would be pleased to help and support you through the process.

9.1.2 The member of staff who initially receives the complaint will convey the details to the Practice Manager or their designated deputy. Where this cannot be resolved within 24 hours, you will receive a letter within five working days to confirm that an investigation into your complaint is underway and that a response will be made as soon as possible.

9.1.3 If your complaint is clinical e.g. because it relates to your treatment or consultation, your complaint will be discussed with the relevant practitioner and you may be required to attend an additional consultation (without charge) with that practitioner or an alternative member of our clinical team, including the Medical Director. The objective of this is to provide an explanation or a solution to your concerns. We aim to provide you with a full written response within 10 working days or where this is not possible, an explanation as to the cause of the delay.

9.1.4 If you are not happy with the local resolution your complaint will be referred to a member of the Senior Management Team. If the complaint relates to the Services this will normally be the Chief Operations Officer. If the complaint is of a clinical nature this will be the Practice Manager. The complaint will be further reviewed within 10 working days and you will be provided with a final written response. If the investigation requires further time, you will be provided with an explanation as to the cause of the delay.

If you remain unhappy after you have received a response to your complaint, you may escalate your complaint to:

ISCAS

You may wish to contact the Independent Healthcare Sector Complaints Adjudication Service

Location and Contact Details

70 Fleet Street, London EC4Y 1EU.

info@iscas.org.uk

020 7536 6091

Care Quality Commission (CQC)

You may also wish to contact the Care Quality Commission (CQC) concerning your complaint. However please note that the CQC does not investigate complaints but is the organisation that regulates The MEDIKA Clinic as an independent healthcare provider in England. The address is: Care Quality Commission, Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA (Tel: 03000616161) Internet: <http://www.cqc.org.uk>

The MEDIKA Clinic will deal with all complaints confidentially and following investigation, will consider making changes to the patient service.

10. Your statutory rights

10.1 Nothing in these Terms and Conditions affects your legal rights.

10.2 For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

11. Laws applicable to these Terms and Conditions

11.1 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 or Northern Ireland you can bring legal proceedings in respect of the Services in either the Scottish, Northern Irish or the English courts, respectively.

11.2 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.