

Harley Fitzrovia Health Clinic

Terms and Conditions for a GP Subscription (“GP Subscription”)



Definitions

Capitalised words in this Agreement have the meanings set out below:

HFH Clinician means a GP working for HFH Health Clinics who has agreed to care for Patients under a GP Subscription.

HFH/Our/We means Harley Fitzrovia Health Limited (trading as Harley Fitzrovia Health Clinic) a company registered in England and Wales. Our company registration number is 11169375 and our registered office is at 43 Upton Lane, London, UK E7 9PA.

Commencement Date means the date that You purchase the GP Subscription by paying the Annual Fee or by arranging the first payment of the Monthly Fees via Semple Stripe Pay in accordance with clause 19 below.

Semble pay means HFH’s payment platform which processes payments from You.

Patient means the person using the GP Subscription which may be You or, if different, the person You have purchased the GP Subscription for;

Subscription Fee means the fee for the GP Subscription which may be a one-off payment when You start Your GP Subscription (“**the Annual Fee**”) or monthly payments throughout the Initial Term (“**the Monthly Fee**”);

Initial Term means a period of 12 months from the Commencement Date of the GP Subscription.

You/Your means the individual who has agreed to pay the monthly fee via Semple Stripe Pay for the GP Subscription who may also be the Patient;

Introduction

1. These are the terms and conditions of Your agreement with HFH (“**Agreement**”). Please read these terms carefully before You make payment. These terms tell You who We are, how We will provide the Services to You, how You and We may change or end the Agreement, what to do if there is a problem and other important information.
2. You can contact Us by telephoning 020 3556 0367 or by writing to us at contact@hfhealth.co.uk Or Harley Fitzrovia Health 253-269 High Road Woodford Green IG8 9FB
3. If We have to contact, You We will do so by telephone or by writing to You at the email address or postal address You provided to Us.
4. “ Writing” includes emails. When We use the words “writing” or “written” in these terms, this includes emails.
5. These terms set out the full details and constitute the entirety of Your Agreement with HFH for the Services. Upon payment to HFH for the Services or the commencement of the supply of the Services (whichever happens sooner) You will be deemed to have accepted these terms. If You do not agree to these terms You should not use the Services.
6. We may change these terms at any time without providing You with prior or express notice of any such change. You should check these terms from time to time for any changes. By continuing to use the Services You agree to any and all changes made to these terms.

The services

7. Subject to clause 15 the GP Subscription entitles the Patient to receive GP services either remotely or at HFH Health Clinic.
8. The GP Subscription starts on the Commencement Date and shall continue for at least the Initial Term. At the end of the Initial Term the GP Subscription will continue on a rolling monthly basis until You or We terminate the GP Subscription by providing the other with notice in accordance with this Agreement.
9. With the exception of Your right to terminate during the cooling off period explained at clause 29 below, Your GP Subscription is in place for at least the Initial Term and you will not be entitled to terminate the GP Subscription before the end of the Initial Term. If You do attempt to terminate or if You breach this Agreement by failing to pay all of the Monthly Fees due for the Initial Term, HFH reserves the right to take legal action to recover the unpaid Monthly Fees for the remainder of the Initial Term from You.
10. The GP Subscription is provided as-is, as described on HFH web pages, HFH marketing communications or in Our telephone call with You. We may change the services comprised in the GP Subscription at any time without giving You prior or express notice of any change. Any changes will be communicated on HFH website.
11. The GP Subscription service is only available to named registered individuals located in the UK.
12. You agree not to breach this Agreement, any codes of conduct, or any other applicable guidelines that apply to the GP Subscription service or have been communicated to You by Us or breach any laws or regulations.



13. We may need certain information from You so that We can supply the GP Subscription services to You. If You do not give Us this information within a reasonable time of Us asking for it, or if You give Us incomplete or incorrect information, We may either end the Agreement or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. We will not be responsible for supplying the GP Subscription services late or not supplying any part of them if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it.
14. We may have to suspend the supply of all or part of the GP Subscription to; (a) deal with technical problems or make minor technical changes; or (b) update the GP Subscription to reflect changes in relevant laws and regulatory requirements.
15. We reserve Our right to apply a permanent or temporary suspension of the GP Subscription in the event of abusive or inappropriate behaviour towards any HFH Clinician, employee or partner of HFH including (but not limited to) using offensive, abusive or inappropriate remarks or behaviours.
16. In addition to the usage provisions in clauses 38-49 below where You purchase a GP Subscription 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 GP Subscription in the event of an excessive or inappropriate use of the GP Subscription by You, including (but not limited to) cancelling an unreasonable number of appointments within 24 hours of the appointment time, failure to attend an unreasonable number of appointments without prior notice or requiring repeat appointments which are not clinically appropriate.
17. We are not responsible for delays outside Our control. If Our provision of the services in Your GP Subscription is delayed by an event outside Our control, then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event.

Price and Payment

18. You agree to pay the Subscription Fee confirmed to you
19. You should note that the Subscription Fee that applies after the end of the Initial Term when your GP Subscription converts to a "pay as you go" service may be different to the Subscription Fee during the Initial Term.
20. 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. If your Subscription Fee changes, We will give you at least 30 days' written notice by email. Any changes to the Subscription Fee will be applied to your Monthly Fee payment which is scheduled to be taken in the following month after expiry of the 30 days' written notice.
21. The Annual Fee is paid on the Commencement Date when you purchase the GP Subscription.

22. If you decide to pay by Monthly Fee, the first instalment of the Monthly Fee is paid on the Commencement Date when you purchase the GP Subscription and thereafter each Monthly Fee will be payable on a regular payment date which will be confirmed to You when you purchase the GP Subscription (the "**Billing Date**"). Your first instalment of the Monthly Fee will comprise a) a payment for period between the Commencement Date and the end of the month when you purchase your GP Subscription and b) a payment for the next full calendar month. For example, if you purchase Your GP Subscription on 10th of March and the Billing Date is 1st of each month, your first Semble stripe payment on 10th March will be a payment for the period between 10th March and 31st March plus a payment for 1st April to 30th April. You will then make a payment of the Monthly Fee on the Billing Date in every subsequent month during the Initial Term unless and until terminated in accordance with clause 33. Payments will be taken via Semble Stripe using the payment details that You provide when you purchase the GP Subscription.
23. If You fail to pay the Monthly Fee, HFH will let You know and will immediately suspend Your GP Subscription while the payment remains outstanding. Semble stripe will contact you to arrange to collect the payment again but if Semble Stripe is unable to collect the payment after 2 attempts, We will let You know that the further attempts at payment have been unsuccessful and that the GP Subscription has been suspended.
24. Whilst Your GP Subscription is suspended, the Patient will be unable to receive any services until arrears payments are made. We will contact You by email to notify You that Your GP Subscription has been suspended and if You are not the Patient You are responsible for informing the Patient that their access to services has been suspended.
25. If You fail to make 2 successive monthly payments, HFH will cancel Your GP Subscription with immediate effect from which point You or, if different, the Patient will have no access to further services under the GP Subscription. You will receive email notification of the cancellation and if You are not the Patient, You are responsible for informing the Patient that the GP Subscription has been cancelled and that they are not entitled to any further services.

Additional Charges and Exclusions

26. The Subscription Fee constitutes the full cost of the GP Subscription. You will only be charged additional fees by HFH if:
 - 26.1 Your GP appointment lasts longer than the booking made;
 - 26.2 You receive any different or additional treatment;
 - 26.3 You purchase any equipment, aides or other additional items including any blood tests (see clause 26.5 below);
 - 26.4 You receive a private prescription (>5 items);
 - 26.5 You receive additional diagnostic tests or blood tests;



- 26.6 additional charges for missed appointments or appointments cancelled with late notice;
- 26.7 additional charges are applied pursuant to clauses 12 or 16 above; and/or.
- 26.8 the scope of the booking is otherwise exceeded.
- 27. The GP Subscription services do not include or provide for the following:
 - 27.1 referrals into NHS services;
 - 27.2 NHS prescriptions;
 - 27.3 prescribing certain medications including controlled drugs;
 - 27.4 fit notes for statutory sick pay;
 - 27.6 physical examinations and reports which require access to full medical records;
 - 27.7 antenatal or maternity care;
 - 27.8 drug and alcohol rehabilitation services;
 - 27.9 immunisations/vaccinations.

Patient responsibilities

- 28. The Patient must attend scheduled appointments or contact the Practice in advance of the appointment to re-schedule in line with HFH's cancellation and re-scheduling policy. The Patient may be required to pay a fee for missed appointments or appointments cancelled with late notice.
- 29. The Patient must comply with all HFH customer rules and protocols which apply at the HFH health clinic. If You are not the Patient under the GP Subscription You are responsible for explaining the Patient's responsibilities and shall procure that the Patient complies with their responsibilities in this Agreement.

Termination, Appointment Cancellation and Refunds

- 30. Should You wish to rearrange or cancel a booking You should call the booking team on 020 3556 0367.
- 31. Under applicable law when You (as a consumer) purchase the Services online or over the phone, You have a 'cooling off period' of 14 days from when You make purchase the GP Subscription in which you are entitled to cancel and where relevant receive a full refund of the treatment fee in respect of Services not received.
- 32. If You book an appointment and receive the Services within Your cooling off period, you acknowledge and agree that You will not be able to benefit from the full 14 day cooling off period and You will be required to pay for the Services that You have received during that cooling off period.
- 33. You may end the GP Subscription by providing us with 30 days' notice which must not expire before the end of the Initial Term. If You are not the Patient You are responsible for informing the Patient that their Plan has been cancelled and that they are not entitled to any further services.

- 34. No refund will be given if You have to cancel an appointment but We will monitor cancellations and we reserve the right to apply suspensions or charges in accordance with our fair usage policy explained at clause 16 above.
- 35. 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.
- 36. 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.
- 37. We may end the GP Subscription at any time by writing to you if:
 - 37.1 You breach any of the terms of this Agreement;
 - 37.2 You do not, within a reasonable time of us asking for it, provide Us with information that is necessary for Us to provide the Services; or
 - 37.3 acting reasonably, We consider the Agreement should be ended because clause 15 or 16 applies.
- 38. You must compensate Us if you break this Agreement. If We end the Agreement in the situations set out in Clause 36, 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 will incur as a result of Your breaking the contract.
- 39. We may withdraw all or part of the GP Subscription. We may write to you to let you know that We are going to stop providing all or part of the GP Subscription. 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 GP Subscription which will not be provided.

Complaints

- 40. If You are unhappy with any services, you have received you should contact HFH Clinic at contact@hfhealth.co.uk. You can also request a full copy of our complaint's procedure.

Use of the GP Subscription

- 41. You acknowledge that the content from the GP Subscription 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 the Services 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 the Services. Where applicable, You shall keep a secure and confidential password for our use of the Services. You shall use reasonable endeavours to prevent



unauthorised access to all or any part of the 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.

- 42. You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the Services, the use of the Services or access to the Services for any commercial purposes.
- 43. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.
- 44. 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 through the Services in a way that is intended to cause confusion about such marks, names or logos.
- 45. For any software, We grant You a personal, non-transferable right and license to use the code of its software on one computer. You cannot and You must not allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless You have been given written permission by Us.
- 46. This license is allowed solely for allowing You to use and enjoy the Services as allowed by this agreement. Unless We have given You specific written permission, You cannot assign Your rights to use the software, grant a security interest over the software or transfer any part of Your rights to use the software. You agree not to modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the Services. You agree not to access the Services through other means except through the interface provided by Us. Any rights that are not granted here are reserved.
- 47. You may not use the Services:
 - 47.1 for any unlawful purpose.
 - 47.2 to interfere with any other person's use or enjoyment of the Services.
 - 47.3 to attempt to clinically diagnose Yourself.
 - 47.4 to prescribe treatments to others.
 - 47.5 to create, check, confirm, update or amend Your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists.
 - 47.6 as a source of material or contact data for any kind of marketing activity.
 - 47.7 to tamper with, update or change any part of the Services.
 - 47.8 in a way that affects how it is run.
 - 47.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by Us; or

47.10 using any automated means to monitor or copy the Services or its content, or to interfere with or attempt to interfere with how the Services works.

- 48. The Services may provide links to third party content or websites. Such links are provided for Your information only and HFH 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 this 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 HFH of the content, website, the site owner, or any specific content to which it points. HFH 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 beyond Our control and of which You should make yourself aware.

- 49. 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:
 - 49.1 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.
 - 49.2 You are responsible for ensuring they have an internet connection and devices suitable, up to date and compatible in order to use the Tools.
 - 49.3 Your use of the Tools is at Your/the Patient's own risk.
 - 49.4 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.

495 We shall be entitled to suspend or withdraw access to the Tools immediately at any time.

496 We reserve the right to vary the Tools at any time.

Liability

50. HFH facilitates and administers the GP Subscription by collecting the Subscription Fee from You and arranging the GP Subscription services available to you with a HFH Clinician in accordance with the terms and conditions of this Agreement.
51. The HFH 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 our Practice Manager who will support the Patient to resolve their complaint.
52. 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.
53. Subject to clause 54, 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.
54. 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 or for fraud or fraudulent misrepresentation.
55. We are not liable for business losses. We only supply the GP Subscription services for private, individual use. If You use the Services for any commercial, business or re-sale purpose We will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
56. Subject to clause 54, 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.
57. If defective digital content which We have supplied damages a device or digital content belonging to You and this is caused by Our failure to use reasonable care and skill We will either repair the damage or pay You compensation. However, 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.

58. Subject to clause 54, 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.
59. Subject to clause 54, We shall not be responsible or liable for any loss or harm suffered by You travelling to or attending premises to receive the Services.

Privacy

60. You should ensure that Your name, address and other contact details provided to HFH are accurate and up to date. Please notify Us of any changes as soon as reasonably practicable.

Other

61. We may use sub-contractors to provide all or part of the Services. References to "HFH", "we" or "us" in these terms shall include our subcontractors.
62. You need Our consent to transfer Your rights to someone else. You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.
63. 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 the contract or make any changes to these terms.
64. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms 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.
65. 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, 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.

Governing Law and Jurisdiction

66. These terms are governed by English law, and You can bring legal proceedings in respect of the GP Subscription in the English courts. If You live in Scotland You can bring legal proceedings in respect of the GP Subscription in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the GP Subscription in either the Northern Irish or the English courts. We will only conclude this contract in the English language.



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