Terms and conditions for self-pay services.

Introduction

1. These are the terms and conditions on which we supply to you:

1.1 In-person and Remote Private GP services (including Under 18's GP and the GP Annual Plan);

1.2 Physiotherapy and MSK services

1.3 Menopause Plan services;

1.4 Period Plan services;

1.5 Weight Management Plan services;

1.6 Sexual Health services;

1.7 Bladder Plan services;

1.8 Post-natal Plan services;

1.9 Earwax removal services; and/or

1.10 Contraception services;

1.11 Mental health services

including using any telephone, video conferencing or webchat technology ("Services").

2. Please read these terms carefully before you complete the information form and 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 contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

3. We are Bupa Occupational Health Limited ("Bupa", "we", "our") a company registered in England and Wales. Our company registration number is 00631336 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ. Our VAT registration number is: 239 7316 41.

4. You can contact us by telephoning 0345 604 0612 or by writing to us at customerrelations@bupa.com or Bupa Health Clinics Customer Services, 4th Floor, Bupa Place, 102 The Quays, Salford Quays, M50 3SP. If you have a technical issue please contact us by telephoning 0345 266 9790.

5. 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.

6. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

7. These terms set out the full details and constitute the entirety of your agreement with Bupa for the Services. Upon payment to Bupa 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.

8. 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

9. The Services are provided as-is, as set out on the Bupa web pages, Bupa marketing communications or as described in our telephone call with you. We may change the Services at any time without giving you prior or express notice of any change.

10. The Services are only available to individuals located in the UK aged 18 years or over, except for our Under 18's GP Service and our Period Plan services which are available to all children. Proof of date of birth will be requested for the Under 18's GP Service.

11. You agree not to breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the Services or have been communicated to you by us or breach any laws or regulations.

12. We may need certain information from you so that we can supply the 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 contract 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 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.

13. When using the Under 18's GP service telephone appointments may be made by an adult on behalf of a child or by a child who has capacity to consent to treatment.
Children under 18 may book appointments for themselves but the treating clinician will have discretion to determine capacity to proceed with the consultation.

14. Appointments for children must be made through the Under 18's GP Service telephone booking line. A treating clinician may decline to see children if a booking has been made under an adults' online or telephone booking.

15. We may have to suspend the supply of all or part of the Services to; (a) deal with technical problems or make minor technical changes; or
(b) update the Services to reflect changes in relevant laws and regulatory requirements. We also reserve our right to apply a permanent or temporary suspension of Services in the event of abusive or inappropriate behaviour towards any clinician, employee or partner of Bupa including (but not limited to) using offensive, abusive or inappropriate remarks or behaviours.

16. In addition to the usage provisions in clause 46 below where you purchase a GP Annual Plan we reserve our right to take reasonable and proportionate action which may include applying additional charges or applying a
temporary or permanent suspension of Services in the event of an excessive or inappropriate use of the Services by you, including (but
not limited to) cancelling an unreasonable number of appointments within 12 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 supply of the Services 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.

Payment

18. The price of the product will be the price indicated in our marketing information, on our website or discussed with you when you
purchased the Services in our clinic or over the phone or by email. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see Clause 22 for what happens if we discover an error in the price of the Services you order.

19. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

20. Payment may be taken at the point of booking or following your appointment or in accordance with our cancellation policy (for further detail please see below). For the GP Annual Plan, payment will be taken when you agree to buy the service from us and the fee will provide you with access to GP Services for a 12 month period commencing from the date of payment. For the Weight Management Plan services payment will be taken for each stage of your treatment in discussion with you.

21. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

22. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we may charge you interest on correctly invoiced sums from the original due date.

23. Certain Services including the Period Plan, Menopause Plan and Weight Management Plan services are paid for as a package of personalised services which you can access at any time over the course of a fixed period. For Period Plan and Menopause Plan services you
must use your personalised plan services within 12 calendar months of your first appointment with a GP. Any part of the Period Plan or Menopause Plan services not used within the
12-month period cannot be carried over to be used at a later time although you may book and pay for follow up appointments at an additional charge. For the Weight Management Plan you must use your personalised plan services within the specified timeframe for each stage of treatment. Elements of the services within each stage cannot be carried over to be used at a later stage. If you are eligible for a follow up appointment within the Earwax removal service, your return appointment must be within 6 months of the original appointment otherwise you will be required to pay for a new Earwax appointment.

24. The fee constitutes the full cost of the Services and you will not be required to pay any additional sum to Bupa unless:

24.1 your treatment lasts longer than the booking made and paid for the Service;
24.2 you receive any different or additional treatment;
24.3 you purchase any equipment, aides or other additional items including any blood tests;
24.4 you receive a private prescription;
24.5 additional charges are applied pursuant to clause 20 above; and/or.
24.6 the scope of the booking is otherwise exceeded.

Cancellation and Refunds

25. Should you wish to rearrange or cancel a booking you should call the booking team on 0345 604 0612.

26. 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 a booking in which you are entitled to cancel and where relevant receive a full refund of the treatment fee in respect of Services not received.

27. 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.

28. In addition to your statutory rights, when you book treatment you are entitled to cancel a booked appointment. If you cancel:

28.1 any time up to 24 hours before the appointment you will receive a full refund if you have already paid for your appointment, and you will not be charged for your appointment if payment has not yet been taken; and

28.2 within 24 hours of the appointment you will be charged the full cost of the appointment and no refund will be given if you have already paid for your appointment.

29. For the GP Annual Plan 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.

30. Refunds will only be paid to the cardholder or person who made the original payment and will be made through the same means as payment was made.

31. If you attend a booking and are unable to receive the Services because you are not in an appropriate physical condition or you lack capacity to consent to the Services or the treatment is not appropriate for your condition or you do not have the correct technology or equipment to access the Services you will still be charged for the appointment and will not be entitled to a refund if you have already paid for the Services. It is your responsibility to confirm that the treatment you book is appropriate for you and your condition and that (where applicable) you have the correct technology or equipment.

32. If you cancel the appointment or this agreement where you have a legal right to do so, because we have done something wrong, we will refund you in full for any fees that you have paid for Services not provided.

33. Where we are unable to deliver the Services at the time and date you have booked we will contact you directly to reschedule your appointment as soon as possible in advance of your booking.

34. Where you are not able to agree a convenient time and date to reschedule your booking, your booking for those Services will be cancelled and you will receive a full refund of any fees paid for the Services.

35. We may end the contract for the Services at any time by writing to you if:

35.1 you breach any of the terms of this agreement;

35.2 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

35.3 acting reasonably we consider the contract should be ended because clause 15 or 16 applies.

36. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 33 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.

37. We may withdraw all or part of the Services. We may write to you to let you know that we are going to stop providing all or part of the Services. 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 Services which will not be provided.

Complaints

38. If you are unhappy with any Services you have received you should contact Bupa Clinics Complaints team at bupahcc@bupa.com

39. You can also request a full copy of our complaints procedure.

Use of the Service

40. You acknowledge that the content from the Services 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 your 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.

41. 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.

42. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.

43. 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.

44. 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.

45. 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.

46. You may not use the Services:

46.1 for any unlawful purpose;
46.2 to interfere with any other person's use or enjoyment of the Services;
46.3 to attempt to clinically diagnose yourself;
46.4 to prescribe treatments to others;
46.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
46.6 as a source of material or contact data for any kind of marketing activity;
46.7 to tamper with, update or change any part of the Services;
46.8 in a way that affects how it is run;
46.9 in a way that imposes an unreasonable or disproportionably large burden on Bupa's communications and technical systems as determined by us; or
46.10 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.

47. The Services may provide links to third party content or websites. Such links are provided for your information only and Bupa 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 Bupa of the content, website, the site owner, or any specific content to which it points. Bupa 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.

48. Where we provide you 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:

48.1 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;
48.2 You are responsible for ensuring they have an internet connection and devices suitable, up to date and compatible in order to use the Tools.
48.3 Your use of the Tools is at your own risk.
48.4 You must only use the Tools in connection with the receipt of the Services. You 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, libellous, 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.

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

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

Limitations of Liability

49. 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.

50. Subject to clause 52, 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 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.

51. 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.

52. We are not liable for business losses. We only supply the 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.

53. Please note the Services do not include or provide for the following: referrals into NHS services, NHS prescriptions, prescribing certain medications including controlled drugs,
diagnostic tests, fit notes for statutory sick pay, physical examinations and reports which require access to full medical records, antenatal or maternity care, drug and alcohol rehabilitation services, immunisations/vaccinations or blood tests for patients aged under 16 or blood tests within the GP Annual Plan.

54. Subject to clause 52, 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.

55. 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.

56. Subject to clause 52, 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.

57. Subject to clause 52, we shall not be responsible or liable for any loss or harm suffered by you travelling to or attending premises to receive the Services.

Change of Details

58. You should ensure that your name, address and other contact details provided to Bupa are
accurate and up to date. Please notify us of any changes as soon as reasonably practicable.

Privacy

59. We recognise that when you give us personal information (which includes health information) you're trusting us to take good
care of it. Please see www.bupa.co.uk/privacy for more information about how we collect, use and protect your data. If you don't want to receive marketing about Bupa products and services that we think are relevant to you, please email us at optmeout@bupa.com, write to us at Bupa Data Protection,
Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ, TW18 3DZ, or call our customer service team.

Other

60. We may use sub-contractors to provide all or part of the Services. References to "Bupa", "we" or "us" in these terms shall include our sub-contractors.

61. 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.

62. 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.

63. 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.

64. 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.

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