

## **Flexible Care GP Membership Terms & Conditions**

### **1 DEFINITIONS**

- 1.1 When we use the term “you” we mean the person who has registered their personal details with Roodlane Medical Limited and who is eligible to receive the services defined.
- 1.2 When we use the term “we” or “us”, we mean Roodlane Medical Limited which is the company responsible for coordinating the benefits provided under the terms of this Scheme.
- 1.3 “Scheme” means the HCA UK GP Membership medical scheme, as set out in these Terms.
- 1.4 “Services” means the services to be provided by Roodlane Medical Limited under these Terms.
- 1.5 “Terms” means these terms and conditions
- 1.6 “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 1.7 “Group” means, in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
- 1.8 “Initial Membership Period” means 12 months from the date of registration and initial payment
- 1.9 “Approved Post Code Area” means the areas with the following post codes: SW1 – SW20, W1 – W14, SE1 – SE28, NW1 – NW11, EC1 – EC4, N1 – N22, E1 – E18, WC1 – WC2.
- 1.10 “Membership Period” means the period of time in which you are a member of the Scheme.
- 1.11 “Service Centre” means our dedicated service centre.
- 1.12 “Working Day” means Monday to Friday, excluding any day on which the banks in London are closed for business.

### **2 HCA UK Flexible Care GP Membership SERVICES**

- 2.1 You will be able to book ‘unlimited’ GP and nurse appointments at Roodlane Medical facilities and HCA Urgent Care Centres, within the Membership Period. Roodlane Medical Limited reserves the right to withdraw membership and suggest alternative care-pathways for you if the level of care is beyond reasonable or needs a service we do not provide.
- 2.2 The standard appointment duration is 15 minutes.
- 2.3 The opening hours of the Service Centre are 8.00 – 17.30 on any Working Day.
- 2.4 We shall ensure that the most commonly dispensed drugs will be available at the time of your appointment. There will be a fee of £10 for all medications dispensed at a Roodlane facility
- 2.5 We will provide a private prescription for drugs not available to dispense on site. There is no additional charge for the prescription.
- 2.6 If you live in the Approved Post Code Area, we will provide the option of access to a ‘virtual pharmacy’ for other drugs. The costs of delivery of these drugs will be £15 per use. Drugs will be charged at the applicable rate at the time of your order and you will be informed of the cost prior to despatch. Regular consumables and medical supplies used during the appointment will not incur a charge. Any medications, vaccinations, special dressings or laboratory tests will incur a charge. These will be specified to you at the appointment.
- 2.7 We will use our reasonable endeavours to ensure that you will be able to see a GP within 2 Working Days of contacting us.
- 2.8 You will be entitled to a free flu vaccination within the Membership Period subject to availability of supplies.
- 2.9 please note that if you fail to attend the booked appointment for the medical or cancel with less than 24 hours notice, we reserve the right to charge you up to 100% of the medical appointment fee
- 2.10 You will be able to have travel vaccinations. The cost of travel vaccinations will be provided by your Service Centre.

### **3 PRICE AND PAYMENT**

- 3.1 The cost of the Services during the Membership Period will be provided by your Service Centre or can be found at [www.hcahealthcare.co.uk](http://www.hcahealthcare.co.uk)
- 3.2 Payment can be made annually by direct debit or by credit card. Direct Debit payments will be processed annually following commencement of your Membership Period.
- 3.3 If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclay’s 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
- 3.4 You are entitled to cancel your membership and receive a full refund of fees paid within 14 days from the date of registration and initial payment provided that you have not used any of the Services.
- 3.5 The initial membership period is 12 months and we cannot offer a refund during this period if you cancel your membership once the 14 day period has passed or if you have used the Services.
- 3.6 If you use any services, not covered by the membership benefits, you must pay for these in full at the end of each appointment. An invoice and payment receipt will be provided on request if you need to reclaim this service from your employer or health insurer.
- 3.7 If used fraudulently, your membership will be withdrawn and your membership will be cancelled without refund.
- 3.8 Your membership is not transferable to another person.
- 3.9 The benefits attached to membership and the offers notified to you may, from time to time, be subject to change without notice. Where this is necessary we will replace these with a relevant health service.

### **4 TERM AND TERMINATION OF AGREEMENT**

- 4.1 These Terms shall apply for the Membership Period which shall be made up of the Initial Membership Period (12 months) plus any continued period where you or we have not elected to terminate these Terms.
- 4.2 If you wish to cancel these Terms you must do so within 14 days of the commencement of your Membership Period.
- 4.3 We will contact you 2 months prior to the end of the term to inform you that the Initial Membership Period is ending and to offer you the chance to end the Membership Period on the last day of the Initial Membership Period.
- 4.4 We reserve the right to increase subscriptions at any time during the Membership Period once the Initial Membership Period has elapsed. We will contact you 2 months in advance of any increase in subscription fees.
- 4.5 Following the Initial Membership Period, you may cancel these Terms at any time by providing us with at least 30 calendar days’ notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.
- 4.6 Once we have begun to provide the Services to you, we may cancel these Terms at any time by providing you with at least 30 calendar days’ notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you on a pro-rata basis.
- 4.7 You may terminate your membership immediately if:
  - 4.7.1 we break this contract in any material way and we do not correct or fix the situation within 20 Working Days of you asking us to in writing;
  - 4.7.2 we go into liquidation or a receiver or an administrator is appointed over our assets;
  - 4.7.3 we change these Terms under clause 4.4 to your material disadvantage;
  - 4.7.4 We are affected by an Event Outside Our Control.
- 4.8 We may terminated your membership immediately if:
  - 4.8.1 you do not pay us when you are supposed to as set out in clause 3. This does not affect our right to charge you interest under clause 3.3;
  - 4.8.2 you break the contract in any other material way and you do not correct or fix the situation within 20 Working Days of us asking you to in writing;
  - 4.8.3 we are affected by an Event Outside Our Control;
  - 4.8.4 you fail to attend three (3) appointments without informing us; or
  - 4.8.5 you act or behave in a manner that would bring us into disrepute.

## **5 APPOINTMENTS AND CANCELLATIONS**

- 5.1 If a 'same day' appointment for an urgent health issue is not available at your chosen facility as specified in your membership, a 'same day' appointment may be offered at an alternative location, at Roodlane Medical Limited's discretion. Alternatively, a telephone consultation or secure telemedicine video consultation will be offered or an appointment for the next working day.
- 5.2 Cancellations of GP appointments will not incur a charge.

## **6 LIABILITY**

- 6.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.
- 6.2 We do not exclude or limit in any way our liability for:
  - 6.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
  - 6.2.2 fraud or fraudulent misrepresentation; and
  - 6.2.3 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

## **7 INFORMATION ABOUT US AND HOW TO CONTACT US**

- 7.1 We are a company registered in England and Wales. Our company registration number is 06395903 and our registered office is at 242 Marylebone Road, London NW1 6JL.
- 7.2 If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team at 0300 456 2215 or by e-mailing us at [hca.gp@roodlane.co.uk](mailto:hca.gp@roodlane.co.uk)
- 7.3 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail to [hca.gp@roodlane.co.uk](mailto:hca.gp@roodlane.co.uk), by hand, or by pre-paid post to Roodlane Medical Limited at 58 New Broad Street, London EC2M 1JJ. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the registration form.

## **8 HOW WE MAY USE YOUR INFORMATION**

- 8.1 We or any member of our Group may use your data to provide you with information about services that may be of interest to you. We or they may contact you about these by post or telephone.
- 8.2 If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about services similar to those set out in this Agreement.
- 8.3 If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.
- 8.4 If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please email us at [hca.gp@roodlane.co.uk](mailto:hca.gp@roodlane.co.uk)

## **9 MISCELLANEOUS**

- 9.1 The Scheme is not an emergency or out of hours service and does not replace services provided by NHS paramedic services or NHS GP.
- 9.2 We strongly recommend that you remain registered with an NHS doctor throughout your Membership Period.
- 9.3 Whilst we are responsible for administering the Scheme and coordinating the benefits provided under the Scheme, we cannot be held liable in any way whatsoever for injury, loss or damage arising directly or indirectly from the advice given by any third party associated with this scheme.
- 9.4 We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- 9.5 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 9.6 Roodlane Medical Limited undertakes to comply with its obligations under Data Protection Legislation and the EU General Data Protection Regulation and recognises that it is a Data Processor as defined under section 1 of the DPA.
- 9.7 Roodlane Medical Limited holds adequate professional indemnity insurance to cover for the acts and omissions of its employees and is committed to operate within the statutory requirements in UK and to clinical best-practice guidelines, as outlined by relevant authorities. Roodlane Medical Limited is registered with Care Quality Commission to deliver primary care services.
- 9.8 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.9 These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.