

Terms and Conditions

Last Updated: September 2021

This page tells you information about us and the legal terms and conditions (“Conditions”) on which we provide our private services (“Services”) to patients (“you”). Please read these Conditions carefully before you start to use our Services, as these will apply to your use of our Services. We recommend that you print a copy of this for future reference.

By using our Services, you confirm that you accept these Conditions and that you agree to comply with them. If you do not agree to these Conditions, you must not use our Services. We may amend these Conditions from time to time as set out in clause 17.4. Every time you wish to use the Services, please check these Conditions to ensure you understand the terms which will apply at that time.

1. About us

1.1 We are Minter et Al Ltd (“the clinic”) a company registered in England and Wales under company number 13029576 and with our registered office at Camburgh House, 27 New Dover Road, Canterbury, CT1 2RF (“we” “us” “our”). We offer non-emergency private health services to adults (aged 18 years and over).

1.2 We are not a private GP practice. We offer specialist advice for defined conditions namely Gastrointestinal disorders and menopause disorders as well as Wellman and Wellwoman services.

2. Our Doctors and nurses

2.1 Our doctors (“Doctors”) are registered with the General Medical Council and the Care Quality Commission. We are subject to annual appraisal, and adhere to the process of continuing medical education and revalidation as set out by the General Medical Council. All Doctors hold appropriate valid medical malpractice indemnity insurance with approved UK medical defence organisations.

2.2 All of our nurses (“Nurses”) are registered with the Nursing and Midwifery Council.

2.3 Our Gastrointestinal service is led by a surgeon who is on the General Medical Council Specialist Register and also Fellow of the Royal College of Surgeons (England) and a member of the Association of Coloproctologists of Great Britain and Ireland.

3. Our Services

3.1 We will provide you with access to your own private Doctor or Nurse who will provide private medical services in accordance with these Conditions. The Services will include telephone, email,

and/or video consultations. We will supply courses of medicines and prescriptions where required, liaise closely with other health care workers and services, and provide referrals as necessary.

3.2 Services may include privately conducted laboratory tests, imaging, annual Wellman/Woman health checks, blood tests, swabs, urine samples, and/or vaccinations.

4. Appointments

4.1 You can book an appointment via the website or telephone number. It will be at the Doctor/Nurse's discretion as to whether such appointment request shall be accepted.

4.2 You may only book an appointment if you are at least 18 years. We will confirm our acceptance of your appointment request by sending you an e-mail that confirms the appointment details. A contract will only be formed between us and you when we send this confirmation email. It is your responsibility to ensure that the patient details provided for the appointment are accurate and up-to-date.

4.3 Clinic appointments shall be limited to the time slot selected at the time of booking the appointment.

5. Fees and payment

5.1 Appointments shall be as set out on our Site or as notified to you at the time of booking. We will require payment of any fees upfront before the provision of any Services to you.

5.2 For specialised services and any individual packages of medical support, our fees will depend on your bespoke requirements. These will be discussed with you at our initial meeting and confirmed in writing / by email. Fees will be based on per item of Service, you can find more information on our Site or by request.

5.3 Private prescriptions, further diagnostics, referral letters, liaison with third parties involved in your medical care, and associated administrative costs may incur additional charges that will be discussed with you at your initial consultation.

5.4 All fees where applicable will be payable by you under these Conditions are inclusive of amounts in respect of value added tax chargeable for the time being (VAT).

5.5 If you fail to make any payment due to us under these Conditions by the due date for payment, then you shall pay interest on the overdue amount at the rate of 5% per cent per annum above First Direct Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

5.6 You shall pay all amounts due under these Conditions in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required law). We may at any time, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

6. Your obligations

6.1 We can only provide the Services in accordance with these Conditions if you provide us with the information we need in order to help you. Any information you give to us or to a Doctor or Nurse, must be accurate and in English.

6.2 You agree that you shall:

6.2.1 only access our services for you and not for any third parties or on behalf of anyone else;

6.2.2 follow any instructions you are given by our Doctors or Nurses once a plan has been mutually agreed;

6.2.3 follow any instructions regarding the use of any medicines or healthcare products we recommend or prescribe (including in respect of use-by dates);

6.2.4 report any adverse or unexpected effects of treatments we recommend to us; and

6.2.5 tell us if any of our information about you is or becomes inaccurate or incomplete.

6.2.6 tell us if you are currently or have previously been investigated by another healthcare practitioner for the same or similar complaint whether within the NHS or at another private provider and share the results there-of.

7. Privacy

7.1 We are registered with the Information Commissioner's Office and adhere to the requirements of all applicable data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679).

7.2 By using our Services, you agree to the processing of personal data to enable us to carry out work on your behalf. We will not disclose personal data to any third party without your express consent, unless in a medical emergency where it may be deemed in your best interest. In such cases, we stringently adhere to published General Medical Council guidance on the use of personal data.

7.3 All clinical records are fully encrypted and stored on secure servers conforming to industry standards. For further information, please see the privacy policy provided on our website (<https://www.minteretal.com/privacy-policy.html>).

8. Medications dispensed

8.1 Any prescriptions given will have to be taken to the pharmacy of your choice and dispensed on a private fee paying basis independently of NHS prescription cost. We may offer intermediary dispensing third party services to fulfil your prescription by post where we feel this is appropriate. You understand that the cost of the private prescription is not influenced in any way by us or our Services and the cost of the medicine is unique to the fulfilling pharmacy. Furthermore, we are not responsible for the dispensing or cost of any medication. You agree that the dispensing of the medication remains the responsibility of the individual pharmacist.

8.2 Our Service is not a prescription fulfilment service. Only after a consultation booked in accordance with clause 4 will a medication be prescribed by mutual agreement being reached between you and the Doctor or Nurse under circumstances that are appropriate, legal and responsible. The final issuing of a prescription is at the sole discretion of the Doctor or Nurse prescriber.

8.3 You understand, accept and agree that any prescription given to you is solely for personal use. If you lose a prescription, a copy may be reissued by the Doctor or Nurse prescriber and may be subject to an additional cost. You accept that the Doctor or Nurse has the right to refuse to issue a copy of the prescription should it be deemed inappropriate. You must keep any medicines securely and do not allow others to use them.

9. NHS GP / Services

9.1 You understand that no third party (including your NHS GP) is under any obligation to action any instruction or recommendation provided by a Doctor or Nurse at Minter et Al.

9.2 You agree where in your Doctors or Nurses opinion any findings / care is best served by transferring your care to the NHS you consent to disclosure of our clinics' findings to all relevant parties for this to occur.

10. Further investigations

10.1 In order to formulate a diagnosis and treatment plan it may be necessary for the Doctor or Nurse to advise further investigations. You understand that any investigation initiated will be on a private and fee paying basis. An investigation may be a blood test, urine test, swab, X-ray, ultrasound, CT or MRI scan or other relevant diagnostics. You understand the clinic will require payment upfront and prior to collection of any specimens or performing any imaging. You understand that any imaging / diagnostics fees will be paid to the private provider who performs the test which has been outlined to you by your Doctor or Nurse. Once the investigation is performed it is solely your responsibility to follow up the result with the Doctor or Nurse at Minter et Al. This in most cases will be during a follow-up appointment as arranged by yourself.

10.2 You are not obliged to pay for any further investigation however by not performing an investigation that is advised by a Doctor or Nurse, you agree to hold us and the Doctor or Nurse completely free of liability under every circumstance arising from the initial consultation.

10.3 In the circumstance that further investigations are advised by the Doctor or Nurse but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any investigation advised by a Minter et Al.

11. Further treatment

11.1 You understand that a Doctor may refer you to a specialist directly on a private fee paying basis and if you have private health care insurance this may be covered under your policy. You understand that it is your responsibility to check with your private insurance whether the cost of further referral and investigation is covered under your policy. If you do not have private insurance you can still be referred to a specialist on a private self-pay basis only. You will be solely responsible for arranging your private appointment with any specialist for further treatment.

11.2 You are not obliged to pay or use health insurance but you understand and accept that in the event that a specialist referral is advised and you do not want to seek private further care, you agree to hold us and the Doctor completely free of any liability under every circumstance relating to your initial consultation.

11.3 In the circumstance that onward referral is advised by the Doctor but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any referral or any element of a treatment advised by a Doctor or nurse you have seen using our Services.

11.4 In some circumstances the Doctor or nurse will advise the follow-up with themselves to monitor response to treatment or convey the results of investigation. You understand that you are not obliged to have this follow-up however by not doing so, you hold us and the Doctor completely free of liability for any circumstance arising from the initial consultation.

12. Cancellations, Late and Missed appointment

12.1 Where possible we will endeavour to re-book your appointment should you need to re-schedule.

12.2 You may cancel your appointment with us up to 7 calendar days before of the day of your booked appointment and will be entitled to a full refund of any appointment fees paid. Should you cancel an appointment within 48 hours of your booked appointment time 50% of your fee paid will be refundable. Cancellations within 24 hours of your booked appointment time will forfeit any appointment fees paid.

12.3 You may end your agreement with us:

12.3.1 if the Services are unavailable for reasons outside our control as set out in clause 15; or

12.3.2 if you do not agree with a material change we propose to make to these Conditions under clause 17.4.

12.4 If you end your agreement with us, under clause 12.3 and you are a Member, we will refund the any prospective appointment fees.

12.7 You understand and accept that if you are more than 10 minutes late for an appointment you will lose your appointment time and forfeit the cost of the consultation. Furthermore, you understand and accept that if you are late for an appointment by a period of less than 10 minutes, the Doctor is not obliged to see you and you may still lose your consultation fee. If the Doctor can still accommodate your appointment, it will be at a time determined by the Doctor at his or her discretion, and should this not be acceptable, you will lose the consultation fee. We will always be as flexible as possible.

12.8 You hold us and the Doctor completely free of liability under every circumstance relating to your reason for initial consultation in the event that you are late and your appointment is cancelled.

12.9 You accept that due to the nature of healthcare, we and the Doctors registered with our practice, do not guarantee that an appointment will necessarily be kept at the exact time stipulated as the booked appointment. You understand that there can potentially be a wait time of 30 minutes for your appointment and once this time has elapsed, you have the option of either rebooking or waiting with no refund or receiving a full refund without consultation.

12.10 Without limiting its other rights or remedies, a Doctor may cancel an appointment by giving you twenty four hours' notice which may be sent via email, a SMS text message to the mobile phone number supplied by you or via the Services.

12.11 Without limiting our other rights or remedies, we may terminate any contract or cancel any appointment with immediate effect by giving written notice to you via email, via a SMS text message to the mobile phone number supplied by you or via the Services. If you fail to pay any amount due under these Conditions on the due date for payment and fail to pay all outstanding amounts within seven days after being notified in writing to do so.

13. Limitation of liability

Because these Conditions are part of a binding legal agreement, we must compensate you for loss you suffer if our Service does not comply with these Conditions. However, we do not compensate you for all losses. This section is important as it explains those things.

13.1 Nothing in these Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

13.2 If we break any of these Conditions and you suffer loss or damage, we are responsible for compensating you for that loss or damage if it was a foreseeable result of our breaking of these Conditions.

13.3 We are not responsible for compensating you for loss or damage that is not a foreseeable result of breaking these Conditions. Nor will we be liable for indirect, incidental, special or consequential damages.

13.4 Please note that we only provide our Services for domestic and private use. We shall under no circumstances be liable for any business losses.

13.5 Subject to clause 13.1 (and to the extent not excluded by clause 13.3 and 13.4), we are responsible for compensating you for personal injury or death caused by our negligence or that of our Doctors or Nurses. Subject to this, and subject to applicable law, we will not be liable to you for an amount greater than the fees paid to us by you.

13.6 You accept that it is your responsibility to ensure that the patient details provided for your consultation are accurate and up-to-date as well as declaration of all previous and/or current illnesses/treatment undertaken with any healthcare provider. We and the Doctors and nurses engaged through our Services hold no responsibility for incorrect diagnoses, medication or diagnostics prescribed or performed due to inaccurate or incomplete information provided by you.

14. Other limits on our Services

14.1 Doctors may hold different clinical opinions on the same medical condition or symptoms and, provided these opinions are reasonably held, the fact that two or more Doctors give different opinions in the course of Service provision does not necessarily indicate that our Services are defective.

14.2 We do not tolerate abuse or offensive behaviour towards Doctors or Nurses.

14.3 Our Doctors speak English. Our Services are not delivered in other languages.

14.4 Any laboratory test or diagnostic procedure is sent to one of our partner laboratories/diagnostic service. These partners are separate entities from us and to the extent permitted by law we disclaim any liability for any acts or omissions of these partners.

14.5 We may need to ask you for certain personal information in order to provide our Services. If you do not provide this information when requested, we may be unable to provide our Services.

14.6 We may suspend your access to Services if your use of Services breaches any of these Conditions.

15. Events outside our control

15.1 For the purposes of these Conditions, an Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or that of any other party), failure of a utility service or transport network, epidemic, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.2 We shall not be liable to you as a result of any delay or failure to perform any of its obligations under these Conditions as a result of an Event Outside our Control.

16. Feedback and complaints

16.1 You can always give us feedback on our Services by calling or emailing us via the details provided on our Site.

16.2 In the event that you wish to make a complaint, you may do so by emailing us at contact@minteretal.com with "Complaint" in the subject title or by writing to us at Camburgh House, 27 New Dover Road, Canterbury, CT1 3DN. We request that all complaints are made in writing and as soon as possible after the event so that we may establish what occurred in a timely manner.

16.3 We will allocate a senior member of our team to deal with the issue raised in your complaint. The senior member of our team allocated to your complaint will investigate every aspect of the complaint and discuss it with all those concerned or involved.

16.4 If any disagreement between you and us arises in connection with these Conditions, we will attempt to resolve it by discussing it with you.

16.5 We endeavour to resolve all complaints quickly. We will acknowledge your complaint within three (3) working days and will aim to have it fully investigated within twenty (20) working days from the date we receive it. We will write to you to let you know of any delays to this timescale.

16.6 Upon completing our investigation, you will receive a letter setting out the outcome of our investigation into the complaint. We will ensure that you receive an apology if appropriate, and we will take any and all actions necessary and reasonable to ensure that problem is not repeated if we have done something wrong, we will apologise to you.

16.7 Our Doctors are registered healthcare professionals, and we will handle your complaint in an appropriate way, as required to do so by the professional rules that apply to them and to our services, and following our complaints procedure.

16.8 If we have not resolved a disagreement about these Conditions, or a complaint about our services, either of us can refer the dispute to mediation in accordance with the Independent Sector Complaints Adjudication Service, 70 Fleet Street, London, EC4Y 1EU contactable at www.iscas.org.uk.

17 Other important terms

17.1 Assignment and other dealings

17.1.1 If there is any proposed transfer of our rights and obligations under these Conditions, we will always notify you in writing and this will not affect your rights under these Conditions.

17.1.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under these Conditions.

17.2 Severance

Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

17.3 Third parties

This contract for our Services is between you and us, and no-one else. Only you can enforce that agreement.

17.4 Variation

We may need to change these Conditions sometimes, for example, when the rules regulating our Services change, in order to ensure that our Services are secure and your information is safe, or when we update or modify our Services or our fees. If we make a change to these Conditions that affects your rights or obligations, we will notify you. Please look at the top of this page to see when these Conditions were last updated and which Conditions were changed. Every time you book an Appointment through us, the Conditions in force at the time of booking will apply to the contract between us.

17.5 Governing law

These Conditions 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 you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.