



Terms and Conditions - MyWebGP

Terms and Conditions and Data Protection

These Terms and Conditions set out the basis on which Cambridge Private Doctors ("CPD") can assist you with your health needs (e.g., Consultations, referrals, minor procedures, and investigations).

Places, hours of business and means of contact:

Our doctors practice mainly out of Cambridge Private Doctors Nuffield Health Hospital, 4 Trumpington Rd, Cambridge CB2 8AF .

The telephone number is [01223 967995](tel:01223967995)

The appointment/enquiry line is open weekdays from 9 am to 6 pm.

We are closed on Sundays and Bank Holidays. An answering service is available outside of working hours.

We do not provide an emergency service

Please note that if your email/telephone enquiry needs a reply and you do not receive it within a reasonable period, it is your responsibility to follow up.

Our email address is:

enquiries@cambridgeprivatedoctors.co.uk

1. Interpretation

"The services" means the services offered by MyWebGP through any name applicable at the time. "you" means the person who has requested the provision by us of private medical service.

"Third-party products" means any third-party products or services, including (but not limited to) pathology, imaging, courier services, and information technology providers.

"GP" is any qualified General Medical Practitioner who supplies the service under this agreement.

2. Contracting Parties

Your contract is with:

Cambridge Private Doctors Nuffield Health Hospital,
4 Trumpington Rd, Cambridge CB2 8AF

T: 01223 967995

You are the person who has requested MyWebGP to provide services to you. Persons who are not party to this agreement shall have no rights under the Contracts (Rights of Third Parties) ACT 1999 to enforce any term of this agreement.

3. Our Professional Obligations

- We will supply you with a GP, as set out below, who will provide your medical services with a reasonable standard of care and skill.
- All of our GPs providing the medical services to you do so as principals, and we cannot be liable for any loss or damage caused by the GP. We will observe the requirements and regulations that apply to us from the Care Quality Commission and require the Medical Practitioners to comply with the principles and values on which good Practice is founded, as laid down by the General Medical Council.
- Medical Practitioners are all subject to regular appraisal and adherence to the process of continuing medical education under the auspices of the relevant Royal Colleges.
- Our GPs are self-employed professionals acting as principals who are individually responsible to you as medical practitioners for the quality and provision of their services. Their relevant Medical Defence Union fully indemnifies them.
- We comply with the Data Protection Act 1990 requirements and the data protection principles. By agreeing to these terms, you agree to processing personal data to enable us to provide the medical service to you.

- Don't use any of these digital healthcare services in an emergency. Instead, call 999 or the emergency services immediately.
- Location:
 - We cannot offer consultations whilst you are located in the USA, Canada, Australia, Zimbabwe, Hong Kong, Bermuda, Nigeria, or Israel at the time of your consultation.
 - We cannot offer new consultations for new conditions whilst you are outside the UK.
 - We cannot offer prescriptions whilst you are outside the UK.
- Enquiries answered by the administrative team via email or telephone are for guidance purposes only. CPD will not be held responsible for the accuracy of such information given outside of the formal consultation with clinicians.
- The service is not a substitute for a face-to-face appointment, and on occasions, you will be advised to seek a full meeting with us, either face-to-face or by telephone or via video link. These are at an extra cost.

4. The services

- Employees and agents are not authorised to make any representations concerning the services unless confirmed by a duly authorised representative of MyWebGP in writing. These terms and conditions constitute the entire agreement between you and MyWebGP concerning the provision of medical services.
- You acknowledge that MyWebGP gives you no warranties or representations (express or implied) regarding the services. In particular, whilst every effort is made to achieve any consultation response times quoted by MyWebGP, no warranty or guarantee is given that such consultation response time will be completed in any particular instance.
- MyWebGP gives no warranty or guarantees as to the availability of the service or the locations that the service will be delivered or from.
- MyWebGP reserves the right to refuse to administer treatment or arrange any test for or to you.
- The GPs can provide a private prescription as needed. Independent Dispensary will clearly explain the price of that medication, and you will be invoiced for any drug provided.
- Please be aware that the GPs will not prescribe controlled drugs.
- Although MyWebGP will try and accommodate your wishes, MyWebGP cannot make any guarantees as to the gender or languages spoken by their doctors.

5. Your obligations

- You shall provide to MyWebGP such information as is reasonably necessary to enable the consultation to take place, including but not restricted to contact details, medical history and details of your current illness, and this information must be accurate. Mywebgp accepts no responsibility for any adverse events or errors resulting from withholding or provisioning inaccurate information.

- MyWebGP is not an emergency service and cannot respond rapidly to life-threatening situations. Suppose you have a life-threatening condition or require a rapid response. In that case, you should call 999 for an ambulance or go straight to the accident and emergency department of the nearest hospital, whichever is most appropriate. Examples of this include chest pain and strokes.
- MyWebGP has a zero-tolerance policy concerning the abuse of our website or employees. Where a breach of this policy has occurred, we reserve the right to refer complaints, together with appropriate supporting evidence, to the police.
- Where Cambridge Private Doctors provide medical advice by a doctor via telephone or a web-based service, and by the nature of the service, you understand that without the benefit of a physical examination, the doctor will give advice based on the history and symptoms that you have provided to them. Any treatment or management option suggested by the doctor is based on the information given by you.

6. Investigations

- Although most blood and laboratory test results are received within 24 hours, please be aware that specific test results may take longer to receive, and some can only be disclosed subject to appropriate pre and post-test counselling.
- The GP will make every effort to inform you of the investigation results; however, MyWebGP takes no responsibility for the consequences if you fail to maintain your membership and we no longer have access to your portal.

7. Price and Payment

- You will pay for these services via a monthly direct debit. You can cancel this at any time. We will notify you before any change to the pricing structure or services offered.
- Most prices will be published on the website, but MyWebGP will be able to advise, where known, of other anticipated costs.
- All membership fees must be paid before an initial consultation.
- There may also be additional charges made by third parties after the consultation, including the cost of medication at a pharmacy and an investigation at a private hospital or clinic. You should seek advice on these changes directly from a third party.

8. Communication Confidentiality and Privacy

- MyWebGP fully complies with the Data Protection Legislation and Medical Confidentiality guidelines.
- All medical information will be kept confidential and only disclosed to those involved with your care or treatment, including your GP and their employees or agents. If you are seeking payment from a third party for the costs of your treatment, details of your treatment may have to be disclosed to them.
- Information may be disclosed to others to prevent fraud or improper claims.

- All test results, invoices, investigation results and other information of a confidential nature received from a third party in respect of you will remain confidential.
- It will not, without your prior consent, disclose such confidential information about you other than to its professional staff, doctors working with MyWebGP, independent consultants and/or persons to whom it has delegated the running of aspects of the service and who require information so that the services can be provided to you.
- The restrictions in paragraph 8.1 do not apply to information which: (i) was in MyWebGP's possession before disclosure by you to us; (ii) hereafter comes into the public domain other than by default of MyWebGP; or (iii) was lawfully received by MyWebGP from a third party acting in good faith having a right of further disclosure or (iv) is required by law to be disclosed by MyWebGP.

9. Third-Party Products

- The services supplied to you or the Patient rely on third-party products and services. These include but are not limited to medications, pathology, and investigations.
- Where these are supplied or offered, they will follow the relevant licensor's or third party's standard terms and conditions.
- Any lists of third-party services provided by MyWebGP serve as a guide only, and MyWebGP makes no guarantee regarding the availability of services or accuracy as to contact details.
- Where you use such third-party products or services, you do so because MyWebGP appoints the relevant supplier of the Third-Party Product or Service as your agent, with a direct contractual relationship arising between you and the relevant suppliers. Whilst MyWebGP shall make reasonable endeavours to ensure that any Third-Party products or Services are supplied to your satisfaction, MyWebGP accepts no liability in this respect, and you are responsible for checking compliance with their requirements and seeking any legal redress against the supplier if any problem arises.
- The payment amount charged by the Third-Party Product or Service will vary, and the additional cost of the Third-Party Product or Service will be paid directly to the supplier of the Third-Party Product or Service.
- It will be your responsibility to check the availability and price of any service with the third-party supplier unless otherwise indicated by MyWebGP and call first to find out if an appointment is required. On arrival or delivery of the service, the third-party supplier may require payment, which is your responsibility to pay. If you have insurance that covers this fee, you should contact your insurer to explain the situation and get details of how payment will be processed when attending for the investigation.

10. Limitation of Liability

- You agree that if, as a matter of law, a duty of care, which would otherwise be owed to you by us, is hereby excluded. You further agree that you will not bring any claim against MyWebGP in respect of any loss or damage that you or any person or company associated with you suffer or incur, directly or indirectly, in connection in

any way with the services, with any advice given to or with other services provided to you.

- All warranties, conditions, and other terms (implied by statute or otherwise) are, to the fullest extent permitted by law, excluded from the contract.
- Nothing in these conditions excludes any liability or claim that cannot be excluded under English law or any liability or claim that cannot be excluded under any relevant professional rule or regulation.
- MyWebGP will not be liable to you in contract, tort (including without limitation, negligence), misrepresentation or otherwise for any:
- the economic loss of any kind (including, without limitation, loss of use, profit, anticipated profit, business, contracts overhead recovery, revenue or anticipated savings);
- any damage to your reputation or goodwill; or
- any other special, indirect, or consequential loss or damage (even if we have been advised of such loss or damage) arising out of or in connection with the contract.
- MyWebGP's total liability in contract, tort (including, without limitation, negligence), misrepresentation or otherwise arising out of or in connection with this contract (a "default") will be limited to the price paid or payable in respect of the services (or the relevant part of the service) to which the default arises.
- The provisions of this clause shall survive the termination or expiry (for whatever reason) of this contract.

11. Force Majeure

If the performance of this agreement of any obligation under it is prevented, restricted or interfered with because of circumstances beyond the reasonable control of that party obliged to perform it (including, without limitation, flood, fire, storm, strike, lockout, sabotage, terrorist act, civil commotion and government intervention), the party so affected shall (upon giving prompt notice thereof to the other party) be excused from performance to the extent only of the prevention, restriction or interference, always provided that the party so affected shall use all reasonable endeavours to avoid or remove the causes of non-performance and shall continue performance as expeditiously as possible as soon as such grounds have been removed.

12. Termination of Services

MyWebGP reserves the right to terminate the services or not offer a service to persons in situations that, for example, include but are not limited to:

(a) Where there has been a previous abuse of the service, or

(b) Where there has previously been a severe breakdown of the professional relationship with MyWebGP and/or the Healthcare professional inasmuch that safe and effective health care may not be able to be effectively delivered.

(c) If there is excessive or inappropriate use of the service - We will endeavour to resolve any issues by mutual consent

Such a decision is at the discretion of the GP, the Directors or any other relevant representative of MyWebGP. At their sole discretion, it may extend to the previous clients and can include any of your known associates or family, for example, another family member residing at the same address.

13. Marketing, Website and Medical Information

Any medical information contained within the MyWebGP website, flyers or handouts is to be treated for general information only and does not constitute business, medical or other professional advice, and is subject to change. The content should not be used for diagnosis or treatment of any medical condition, and MyWebGP cannot be held liable for any diagnosis made based on the content of this website or for any loss, damage, injury or expense resulting from the use of any of the content of this website. A responsible and licensed medical practitioner, whom you should consult if you have any concerns regarding your health, should make a diagnosis. Other appropriate professionals should also be consulted where appropriate.

MyWebGP does not accept any liability for the contents of any external sites listed, nor does it endorse any commercial product or service mentioned or advised on the website. While we have taken care to compile accurate information, we cannot guarantee its correctness and completeness.

While we have taken every care to compile accurate information and to keep it up-to-date, we cannot guarantee its correctness and completeness. The information this site provides does not constitute business, medical or other professional advice and is subject to change. We do not accept responsibility for any loss, damage or expense resulting from using this information.

We cannot guarantee uninterrupted access to this website or the sites to which it links. We accept no responsibility for any damages arising from the loss of use of this information.

14. Help us to give you the right service/Complaints procedure

Complaints Policy

Cambridge Private Doctors operate a complaints procedure system for dealing with complaints.

HOW TO RAISE YOUR CONCERNS

We hope that most problems can be sorted out easily and quickly, often at the time they arise and with the person concerned.

If your problem cannot be resolved in this way and you wish to make a complaint, we would like you to let us know **as soon as possible** – ideally within a matter of days or, at most, a few weeks – because this will enable us to establish the facts more easily. However, if this is not possible, please let us have details of your complaint within six months of the incident that

caused the problem. Alternatively, within six months of discovering that you have a problem provided, this is within twelve months of the incident.

You can make your complaint in writing or by telephone.

To complain about the service, you have received from anyone at the Practice, you should contact the following:

Cambridge Private Doctors
Nuffield Health Hospital,
4 Trumpington Rd
Cambridge CB2 8AF
T: 01223 967995

WHAT YOU CAN EXPECT

The Complaints Procedure is thorough and fair, and you can expect the following outcome:

- A full explanation of what happened from the service point of view.
- An apology if one is due.
- An explanation of what has been learnt from the complaint and action taken to prevent a recurrence in the future.

HOW WILL WE DO THIS

These are the steps taken to try to reach a local resolution and a satisfactory outcome:

- You will receive an acknowledgement within three working days of receipt of your complaint letter.
- When we look into your complaint, we will give clear information as to who will be taking responsibility for investigating the complaint. We will invite the complainant to discuss the resolution plan with the Practice if they wish to do so and give a clear timeline.
- We will investigate how the matter can be prevented from recurring, keeping complainants informed regularly, and send a written response after the investigation detailing the above. Patients can discuss their complaint with ICAS (Independent Complaints Advocacy Service).

COMPLAINING ON BEHALF OF SOMEONE ELSE

Please note that we keep strictly to the rules of medical confidentiality. If you are complaining on behalf of someone else, we have to know that you have their permission to do so.

If you are satisfied with the response to the complaint, this will close the complaint.

IF YOU REMAIN DISSATISFIED

- If you are not satisfied with our written response:
- You should explain why you are unsatisfied, identify issues that you feel have not been addressed fully, and the Practitioner/service will be asked to review the matter.
- You can meet with us to try to reach a satisfactory outcome. We can I this a Local Resolution Meeting. If you feel that it would benefit you to have someone to accompany you to such a meeting and to put your views across/assist you in doing so, you can contact the Independent Complaints Advocacy Service (ICAS). They are a completely impartial and independent organisation.
- An independent Mediator can sometimes be involved to assist in achieving local resolution. Mediators are trained in the skills of resolving disputes and are familiar with the NHS and Primary Care. They are independent of the service and do not personally know the parties involved in the complaint. The mediator will listen to all aspects of the complaint and assist in finding a resolution to the problem.
- Either party can request mediation, but both parties must agree before it can proceed.

IF LOCAL RESOLUTION HAS NOT BEEN ACHIEVED

Occasionally it will not prove possible at a local level to resolve matters to the complainant's satisfaction. You have the option in these circumstances to take your concerns to a second stage by referring your complaint to the Parliamentary and Health Service Ombudsman, requesting that the complaint be reviewed.

The Ombudsman will only review a complaint if it has first been taken up locally through the Complaints Procedure. *The contact details for the Ombudsman are at the end of this leaflet.*

CONTACT DETAILS

NHS Complaints Advocacy Service (POhwer)

Tel: 0300 456 2370

www.pohwer.net

**Parliamentary and Health Service Ombudsman
Millbank Tower
Millbank
London
SW1P 4QP**

Tel: 0345 015 4033

The Care Quality Commission is the regulator of Health and Adult Social Care in England. They make sure that the care people receive meets essential standards of quality and safety and encourage ongoing improvements by those who provide or commission care. Members of the public may contact the Care Quality Commission at any time to inform them of any concerns.

**Care Quality Commission
CQC National Correspondence Centre
Citygate
Gallowgate
Newcastle upon Tyne
NE1 4PA**

Tel: 03000 616161

<http://www.cqc.org.uk/contact-us>

16. General

- You may not, without prior written consent, assign or transfer the contract or any part of it to any other person.
- MyWebGP may, without your prior written consent, assign, transfer or subcontract the contract or any other part of it to any other person.
- Each of the rights or remedies under these conditions are without prejudice to any other right or remedy we may have under conditions or otherwise.

- Any notice or other document to be served under the contract must be in writing and may be delivered or sent via prepaid first-class post or facsimile transmission. Any notice or document shall be deemed served if provided at the time of delivery if posted, 48 hours after posting and if sent by facsimile transmission at the time of dispatch.
- Suppose any contract provision is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable. In that case, it will be deemed severable to the extent of such illegality, invalidity, voidness, unenforceability, or unreasonableness. The remaining provisions of the contract and the remainder of such provisions shall continue in full force and effect.
- Failure or delay by either party exercising any right or remedy provided by the contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- A person not a party to the contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any contract term.
- English Law will govern the contract, and the parties submit to the exclusive jurisdiction of the English courts.
- The terms and conditions can be changed at any time by MyWebGP to adapt to the changing statutory requirements and trends in healthcare management.
- In performing the services, MyWebGP may process personal data belonging to you and agrees that it will observe all the obligations of a data processor under the Data Protection Act 1998.

17. Cambridge Private Doctors Practice Privacy Notice (PPN)

Contact details of the Practice for the data controller:

Dr Rob Howlett, Cambridge Private Doctors, Nuffield Health Hospital, 4 Trumpington Street, Cambridge enquiries@cambridgeprivatedoctors.co.uk

Contact details for the data protection officer

Dr Rob Howlett, Cambridge Private Doctors, Nuffield Health Hospital, 4 Trumpington Street, Cambridge enquiries@cambridgeprivatedoctors.co.uk

The purposes for processing the data and the legal basis for processing the data

Processing is for direct patient care following the Health and Social Care Act 2012 Articles 6(1)(e) and 9(2)(h)

– other legal bases when processing for reasons other than direct care include a direction under the Health and Social Care Act 2012 – where disclosures are a legal requirement, the lawful basis and special category condition for such processing are: '...for compliance with a legal obligation...' (Article 6(1)(c)) and Article 9(2)(h)'...management of health or social care systems...';

In the face of an objection from a patient, in many cases, we would be likely to be able to demonstrate 'compelling legitimate grounds' for continued processing for the safe provision of direct care and processing, which is necessary for compliance with a legal obligation. We rely on legitimate interests as the lawful basis for processing patient data. CPD has applied the three-part test to demonstrate that we have fully considered and protected individuals' rights and interests.

The three-part test as applied to CPD.

- **Purpose** – the provision of medical care
- **Necessity** – we cannot provide safe medical services to the Patient without processing data.
- **Balance** – We respect the interests & fundamental rights, and freedoms of our patients, which require personal data protection.

Information about with whom data are shared:

We hold demographics about our patients (name, date of birth, email)
We keep clinical records of consultations with patients
We attach copies of letters from consultants, imaging, and blood results in the medical records
This information is kept solely for the provision of medical care for our patients. Information is strictly personal between us and the patients. Any communication with outside agencies will usually be to secondary care medical services as an integral part of medical care provision to the Patient.

Our patients have the right to access their medical records and to have inaccurate data corrected.

Our patients have a right to see the entire contents of their medical records at no cost. The request should be made in writing or by email rather than verbally. We reserve the right to remove any information relating to a third party – for example, a separate letter containing confidential information about another patient. In this situation, the Patient asking for the release of all records will be notified of any omissions. We will reply within one month. We reserve the right to refuse or charge for manifestly unfounded requests Or excessive. If we refuse a request, we will give a full explanation. In case of conflict, you have the right to complain to the supervisory authority and a judicial remedy. You must do this without undue delay and, at the latest, within one month.

Retention periods

Our GP records are retained until the death of the Patient or request to delete data by the Patient.

Complaints

Our patients are entitled to lodge any complaint with the Information Commissioner's Office (ICO). If they feel that their rights have been breached

Consent

1. We do not ask for formal consent from patients to use an electronic medical record (this is stated clearly to all patients on booking appointments. Similarly, we do not formally ask for permission to share clinical information (usually when we refer - at the Patient's request- to another specialist).
2. Information is kept solely for the provision of medical care for our patients. Information is strictly personal between us and the patients.
3. Any communication with outside agencies will usually be to secondary care medical services as an integral part of medical care provided to the Patient.

This is in line with the official guidance.

- Explicit consent under the GDPR is distinct from implied consent for sharing for direct care purposes under the common law duty of confidentiality.
- The GDPR creates a lawful basis for processing special category health data when it is for the provision of direct care that does not require explicit consent.
- A typical example of when consent can be implied is when a patient agrees to a referral from one healthcare professional to another. In these circumstances, when the Patient agrees to the referral, this means their consent to sharing relevant information to support the referral (unless the patient objects).
- The only exception to the above would be - Where there is a legal requirement to disclose, for example, a direction under the Health and Social Care Act 2012 or disclosures under public health legislation.