



## Terms and conditions for Spire Health Screen

Please read these online booking terms and conditions (“**Terms**”) carefully, to confirm that you accept them, prior to purchasing Spire’s Health Screen Service (the “**Health Screen Service**”).

These terms must be read in conjunction with the [Spire Healthcare Patient Terms and Conditions](#) (“**Patient Terms**”). If these terms conflict with the Patient Terms then these Terms shall take precedence.

Any defined terms in the Patient Terms shall have the same meaning if used in these Terms. If these Terms conflict with the Patient Terms then these Terms shall take precedence.

We may update these Terms from time to time. Any changes will apply to any new appointment booked after the changes have been made.

A legally binding contract is formed between us when you complete the online booking process and make payment for the Health Screen Service in accordance with these Terms.

### 1. Parties to these Terms

“**LDC**” means The Doctors Clinic Group Limited T/A London Doctors Clinic which is a company registered in England and Wales under the company number 08841773 and whose registered address is 3 Dorset Rise, London, EC4Y 8EN.

“**Spire**”, “**we**”, “**us**” and “**our**” means Spire Healthcare Limited a company registered in England and Wales under company registration number 01522532. Our registered office is at 3 Dorset Rise, London, EC4Y 8EN.

“**You**” or “**your**” means the person signing up for the Health Screen Service.

### 2. Health Screen Service

- 2.1. Information as to what is included in the Health Screen Service is set out on our Health Screen Service [webpage](#).
- 2.2. The Health Screen Service is provided to you by Spire. However, LDC will manage the scheduling of all appointments for the Health Screen Service.
- 2.3. LDC will collect payment as an agent on behalf of Spire from you at the time of booking.
- 2.4. Health Screen Service appointments will be charged at the rate specified on the website at the time of booking. You will be required to pay the full cost of your appointment at the time of booking. On receipt of payment your booking will be confirmed.
- 2.5. As the details of your credit/debit card used to pay for your booking, will not be stored by us, a card swipe will be taken on your arrival at the Hospital reception to cover any additional services such as if you receive any additional services (eg a blood test, scan or other diagnostic test).
- 2.6. The location of all face to face appointments will be confirmed to you at the time of booking.

- 2.7. The scope and availability of the Health Screen Service is subject to change without notice. We reserve the right to modify or discontinue the Health Screen Service at any time.
- 2.8. To deliver the Health Screen Service we may need to communicate with you by email and SMS (mobile telephone message). By accepting these Terms you consent to us communicating with you using these methods.
- 2.9. Your Health Screen Service appointment will be undertaken by a Spire General Practitioner or another Spire health advisor .
- 2.10. Please pay particular attention to the sections in the Patient Terms about Consultants. **Consultants and any general practitioners (“GP”) involved in your care are independent practitioners and not employees of Spire.** Accordingly, Spire will not be liable for any act or omission of a GP or Consultant (or the company or partnership that employs or engages them). The GP or Consultant will be responsible for the care he/she gives you.

### **3. Cancellation and refunds**

- 3.1. If you wish to rearrange or cancel a booking you should email LDC Primary Care & Out Patient Co-ordinator at [healthscreens@londondoctorsclinic.co.uk](mailto:healthscreens@londondoctorsclinic.co.uk) as soon as possible.
- 3.2. **If you book within 14 days of the date of your appointment then you agree to waive the benefit of the standard 14 day 'cooling off period' where you would otherwise be entitled to cancel and receive a full refund of the appointment fee.**
- 3.3. You are entitled to a full refund if the cancellation is made within five (5) working days (the "cooling-off period") from the date of booking. After this five-day period, a cancellation fee of £20 will be applied provided it is made at least five (5) working days in advance of your appointment.
- 3.4. **Rescheduling of Health Screens:** You must reschedule your appointments at least five (5) working days in advance of your appointment. Subject to clause 3.5 below, if a cancellation occurs within five (5) working days of the scheduled appointment, a 50% fee will be charged.
- 3.5. **Late Cancellations and No-Shows:** If you cancel or reschedule with less than 48 hours' notice, or fail to attend your appointment, any payments made will be forfeited and you will not be entitled to a refund.
- 3.6. **Lateness:** If you arrive more than ten (10) minutes late for your appointment you may not be seen and may need to contact the us to reschedule.
- 3.7. **Non-Exchangeable and Non-Transferable:** The Health Screen Service is non-exchangeable, non-transferable, and no cash alternative is available.
- 3.8. If you attend a booking but are unable to receive services because you are not in an appropriate physical condition or meet the Eligibility criteria set out in clause 4 then you will not be entitled to a refund.
- 3.9. We reserve the right to cancel or reschedule appointments due to unforeseen circumstances, in which case you will be offered an alternative appointment or a full refund of any prepaid amounts.

#### 4. Eligibility

- 4.1. The Health Screen Service is available to individuals who are 18 years of age or older. By utilising the Health Screen Service, you confirm that you meet this eligibility requirement.
- 4.2. If, at any time, we determine that you do not meet the eligibility criteria, we reserve the right to cancel your appointment. In such cases, you may not be entitled to a refund.

#### 5. Your data

- 5.1. You are responsible for making sure that any personal details that you provide to us, including medical information, are correct. You are also responsible for notifying us if information we hold about you needs to be updated.
- 5.2. Spire and your clinician (including their medical secretaries) will process personal data which it/they hold about you in accordance with its/their data protection obligations, the duty of confidentiality and Spire's Privacy Notice . The Privacy Notice describes in detail how we will manage, use and store your data and sets out the purposes for which Spire and your clinician (including their medical secretaries) manage, use and store your data.

#### 6. Purposes

Spire and your Consultant(s) (including their medical secretaries) will only process your personal data for the purposes set out in the privacy notice where there is a lawful basis for doing so, and to the extent that it is necessary to fulfil that purpose. You also have the right to object to us processing your data in particular ways (as detailed further in our privacy notice), and we must give effect to that objection unless we have a valid, lawful reason for refusing to do so. Further detail can be found in the privacy notices for [Spire](#) and for [LDC](#) but, by way of summary, Spire and your clinician (including their medical secretaries) may use, manage and store your personal data for the following purposes:

1. To set you up as a patient on our systems
2. To provide you with healthcare and related services
3. To account settlement
4. For medical research (which includes information sharing with ethically approved research projects and/or clinical audit, as well as with national registries)
5. To resolve queries or complaints
6. To update other individuals about your care, including sharing a summary of your treatment with your GP or your dentist
7. To comply with our legal or regulatory obligations



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8. To provide improved quality, training and security, including conducting post-treatment surveys to improve our services for the purposes of patient safety and quality
9. To monitor the outcomes of your treatment, including conducting pre and post treatment patient reported outcome surveys
10. To manage our business operations; and
11. To provide marketing information in accordance with preferences you have expressed

### **7. Medical registries**

Your information (including medical information) may be disclosed to medical registries including, but not limited to, the National Joint Registry, Cancer Registry and Public Health England in accordance with s.251 NHS Act 2006 and the Health Service (Control of Patient Information) Regulations 2002. A more comprehensive (although not exhaustive) list is provided in our PN, along with more details as to the basis upon which that information is shared.

We are expected to participate in any national registries or audits that accept data from the private sector, although in many cases those registries will have their own, separate consent process which you will be asked to consider on a case-by-case basis. If you object to your information being held by any registry, please contact the relevant registry directly.

Your information (including medical information) may also be disclosed by your clinician to a medical registry. If you object to your information being provided to and held by any registry, please tell your clinician directly.

### **7. Healthcare regulatory**

As part of a UK-wide programme to improve the public's access to information on the quality and outcome of private healthcare, we are required to share certain information related to your treatment with the Private Healthcare Information Network (“PHIN”), an organisation who will monitor outcomes of patients who receive private treatment. As we are under a specific legal obligation to share information relating to your private treatment and care with PHIN, we do not require your consent to do so. Further information is set out within our Privacy Notice.

PHIN, like us, will apply the highest standards of confidentiality to personal information in accordance with data protection laws and the duty of confidentiality. Further information about how PHIN uses information, including its Privacy Notice, is available at [www.phin.org.uk](http://www.phin.org.uk).

### **8. Other important terms**



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- 8.1. Nobody else has any rights under these Terms. These Terms are between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing these Terms.
- 8.2. If a court invalidates some of these Terms, the rest of them will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 8.3. Even if we delay in enforcing these Terms, we can still enforce them later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.