

# Medical Services Terms & Conditions

These Medical Services Terms & Conditions (“Agreement”) represent a public Offer by VisitHealth Limited, incorporated on 11 May 2017 under the laws of England and Wales, company number 10766569, registered at the address: 1 Blythe Road, London, England, W14 0HG represented by Chief Operating Officer Viacheslav Gamazeishchikov (the “Company”).

The Company offers any individual (the “Patient”) to enter into a contract for the provision of medical services (the “Services”) in accordance with the terms and conditions set forth herein.

Submission of a signed Patient Registration Form by an individual or an organisation shall be deemed as formal acceptance of the Agreement, confirming they have read and fully understood the contents of the Agreement and consented to the T&Cs set forth herein. The Patient Registration Form, as well as the terms and conditions of the Agreement are available at all times on the official VisitHealth website at [www.visithealth.london/offer](http://www.visithealth.london/offer).

## 1. Subject of the agreement

- 1.1. Pursuant to the Agreement the Company undertakes to provide the Services to the Patient in accordance with the price list for the medical services applicable from time to time as set by the Company for the period of the medical services delivery to the Patient, as well as in compliance with the declared and approved types of the Company’s medical services, and the Patient undertakes to accept and pay for these Services.
- 1.2. The Services are provided with due skill and care pursuant to the requirements of the laws of England and Wales.
- 1.3. The Services are delivered by the specialists of the Company and/or subcontractors engaged by the Company. Information about their professional education and qualifications is communicated to the Patient upon the Patient’s preliminary written request.
- 1.4. Prior to the provision of the Services all information about methods of medical care, associated risks, possible types of medical intervention, their consequences and expected results of medical care or alternatives and consequences of refusing medical care will be available to the Patient, and forms of informed consent and medical treatment and services refusal will be provided.
- 1.5. The Patient is aware of the price list for the Services, the Company's working hours and the rules of conduct for Patients and visitors, which are effective and are available on the Website of the Company.
- 1.6. By accepting this Agreement:

- 1.6.1. the Patient confirms the Patient is informed of their right to get medical services and aid within the National Health Service (NHS) framework;
- 1.6.2. the Patient voluntarily and knowingly applies to a private healthcare company and agrees that any Services in the Company are on a fee paid basis; and
- 1.6.3. when the Patient provides the Company with the Patient's email address, or other contact details, the Patient acknowledges that it may receive relevant, related medical and marketing information from the Company, provided the Patient has not opted out of receiving such information.

## 2. Rights and obligations of the Parties.

2.1. The Company is obliged to:

- 2.1.1. Provide the Patient with free, accessible, reliable information about the Services to be provided.
- 2.1.2. Inform the Patient if the Services require the provision of additional medical services not provided for by the Agreement.
- 2.1.3. Ensure quality of the Services to be provided to the Patient in accordance with the Company's working hours, list of medical services, requirements for diagnostic methods, prevention and treatment permitted in England and Wales.
- 2.1.4. If any obstacles to the fulfilment of the terms of this Agreement occur, the Company shall immediately notify the Patient of such circumstances.
- 2.1.5. In the course of providing the Services, inform the Patient or the Patient's legal representative about the upcoming basic or additional therapeutic and other procedures and their costs, necessary medications and consumables and their costs. Provide the Patient with complete and understandable information about the goals, methods of medical care, associated risks, possible options for medical intervention, its consequences, as well as the anticipated results of medical care or alternatives and consequences of refusing medical care and signing of the forms of informed consent or medical treatment and services refusal.
- 2.1.6. Arrange, if required, at the expense of the Patient necessary examinations in other medical institutions that will deliver the services required. By signing this Agreement, the Patient confirms the Patient's consent to the arrangement of such examinations.
- 2.1.7. Keep medical records and within the deadlines stipulated by regulatory documents, provide the Patient with medical documents in the prescribed form including the physician's report and results of the examination. The physician who conducts a study shall notify the Patient of the approximate date of receipt of the study and examination results.
- 2.1.8. Keep records of the type, scope and quality of medical care provided, as well as the funds received from the Patient, act as a representative of the Patient's

- interests should other providers of medical services be involved, and provide the Patient with a document confirming the fact of payment for the medical services.
- 2.1.9. Guarantee to the Patient protection of the Patient's confidential information and non-disclosure of medical information unless duly required by law, safeguarding or other legal reasons.
  - 2.1.10. Upon request of the Patient inform the Patient of the anticipated amount of additional expenses, if any
  - 2.1.11. Provide the Patient with complete and accurate information about the personnel delivering the Services, details of the Services to be provided and possible associated risks or such other potential complications.
  - 2.1.12. In the Patient's best interest the Company may liaise with the Patient's General Practitioner or family doctor or other treating doctor of the Patient's choice to ensure a seamless exchange of medical information. However, the Patient has the right to refuse the exchange of such information with their General Practitioner or family doctor or other treating doctor of the Patient's choice.
- 2.2. The Company has the right to:
- 2.2.1. Set the time, place and conditions for the Services' provision and define specific performers of such Services.
  - 2.2.2. Refuse to perform this Agreement if the Patient fails to comply with the Company's working hours and requirements, as well as recommendations of a physician and/or medical staff of the Company.
  - 2.2.3. Suspend delivery of the Services and issuance of medical documentation to the Patient in case of delay in payment until the full performance of the Patient's obligation.
  - 2.2.4. In the case of emergency conditions, independently determine the scope of medical care (examinations, manipulations, surgical interventions required to provide medical care) without the Patient's written consent.
  - 2.2.5. Demand compensation for losses from the Patient in case of damage to the property of the Company.
- 2.3. The Patient must:
- 2.3.1. Prior to the Services' delivery inform a physician of any conditions, diseases, allergies or information that may be relevant to the Services to be provided known to the Patient, as well as contraindications to the Services. Otherwise, the Patient shall bear all risks connected with failure to provide such information.
  - 2.3.2. Fulfill the requirements on which provision of quality medical care depends (preparation in accordance with the requirements and recommendations of a physician of the Company). If the Company discovers inadequate preparation prior to the Services or its deficiency, the Company may unilaterally refuse to provide the Services.

- 2.3.3. Comply with all medical instructions, recommendations and prescriptions of a consulting physician, provide the necessary information, and inform a consulting physician in a timely manner of any changes in the state of the Patient's health.
  - 2.3.4. Adhere to the Company's working hours and code of conduct for Patients and visitors.
  - 2.3.5. Pay for the Services in accordance with Section 3 of this Agreement.
  - 2.3.6. Confirm in writing that the Patient is aware of all information regarding the details of the Services and terms of their delivery.
  - 2.3.7. Ensure availability of all technical facilities necessary for telemedicine services on their own.
  - 2.3.8. Inform the Company as soon as possible in advance if the Patient needs to cancel or change their appointment or the Services delivery in line with the Company's internal cancellation policy effective to date of which you would be made aware at booking your appointment.
  - 2.3.9. The Patient agrees to regularly take the prescribed medication and other treatments prescribed by the Company's physicians and undertakes to immediately notify the physician and/or the Company's staff of any deterioration in their well-being and to agree with the doctor on taking any medication that is not prescribed.
- 2.4. The Patient has the right to:
- 2.4.1. Be provided with accurate information about the scope and quality of the Services provided by the Company without interfering with the activities of the Company.
  - 2.4.2. Expect that the Services will be provided with due care and skill and request information about licenses, certificates and qualifications of a physician and other members of the clinical team, as well as price calculations of the Services provided.
  - 2.4.3. Give consent in writing to medical intervention, or a written waiver of medical intervention in the form and manner prescribed by applicable law. The Patient also may refuse the medical treatment and services to be provided by the Company by signing the Company's form of refusal as set mentioned in clause 1.4 hereof.
  - 2.4.4. Choose a physician to provide the Services on condition of confirmation of the physician's availability and willingness to provide the Services.
  - 2.4.5. If the Company fails to comply with the timing of the Services delivery, the Patient may:
    - 2.4.5.1. Arrange a new appointment; or
    - 2.4.5.2. Request delivery of the Services by another specialist.
- 2.5. To request certain Services to be provided at their home via home visits. The Patient hereby acknowledges that such Services are therefore conducted in a non-clinical

setting, which is associated with potential limitations that might affect the regular workflow for the Company's Employees. VisitHealth medical staff shall use reasonable endeavors to assess the environment at the point of care prior to delivering the Service and use their knowledge and skill to perform the Services to the best possible standard provided the circumstances of each individual home setting. The Patient acknowledges that such limitations might result in occasional events and the Company staff shall not be liable for such events If caused by the limitations of a home setting.

- 2.6. By accepting this Agreement, the Patient guarantees to the Company that if the Patient is receiving Services through a Private Medical Insurance policy ("PMI"), and the Services have been duly delivered, but the Insurer chooses to refuse coverage for the Services, the Patient shall be liable to pay for the Services of the Company in full on their own.
- 2.7. The Patient is fully liable for the accuracy of all information and data the Patient specifies and provides when completing the Patient Registration Form and providing information to the Company. By accepting this Agreement, the Patient agrees with and confirms the terms hereof, as well as the accuracy of the information and data provided by the Patient. The Company accepts no responsibility for any negative effects and implications (if any) caused by invalid, false, improper and inaccurate information provided by the Patient to the Company.
- 2.8. The Patient may decide to suspend or put on hold any further medical treatment for a period preliminarily agreed with the Company. In such case, all prior medical services and expenditures must be duly paid.
- 2.9. The Patient specifies a unique passcode of their choice that would be used by the Company to ensure safety and confidentiality of their medical information. Such unique passcode shall be used by the Company as an integral part of one's identity check procedure when sensitive and confidential medical information is being requested either remotely or to receive hard copies of medical reports in person prior to releasing such information. The Patient acknowledges they will not disclose their unique passcode to third parties and it is their personal responsibility to ensure integrity of the passcode, independently deciding on methods of their storage. In case of loss, unauthorized access or any other situations that might entail access to the password by third parties, the Patient is obliged to immediately notify the Company about this.
- 2.10. The Patient may change the passcode provided to the Company when completing the Patient Application. In this case, the Patient must send information about this decision and the new passcode of the Patient at the Company's email [hello@visithealth.co.uk](mailto:hello@visithealth.co.uk). The Company will verify the Patient's identity before applying the change. The new passcode becomes effective once a confirmation email has been sent by the Company to the Patient's nominated email address.

### 3. Payments

- 3.1. The price of the Services is determined in line with the price list produced by the Company from time to time and as applicable within the period of the Services delivery.
- 3.2. The Patient is obliged to pay for the Services rendered by the Company in full.
- 3.3. Depending on the type of the Services provided, advance payment of the price of the Service in full might be required from the Patient. For Services that are added at the point of care, payment will be required immediately following such Service being provided.
- 3.4. Payment for the Services can be effected as follows:
  - 3.4.1. By wire transfer to the account of the Company on the basis of the invoice sent to the Patient's email and in line with the instructions at the website of the Company <https://visithealth.london/> when completing the Services request form.
  - 3.4.2. Via ATM, POS, or a card reader (acquiring) at the visit.
  - 3.4.3. By credit card.
  - 3.4.4. By cash at the visit.

### 4. Personal data processing

- 4.1. The Company will process the Patient's personal data, including special categories of personal data, in relation to this Agreement and the Services provided. The Patient must carefully read Patient Privacy Notice and Consent Form, available on the Company's website. This should be read in conjunction with the Company's full Privacy Policy, available on the Company's website.

### 5. Voluntary informed consent of the Patient

- 5.1. By accepting this Agreement, the Patient voluntarily gives their informed consent to the following Company's services:
  - 5.1.1. Collection of complaints, information about the current course of illness and about all past illnesses and conditions, life history, the Patient's medical problems and other medical and non-medical information that a doctor may require.
  - 5.1.2. Conducting of any medical examinations and medical manipulations, except for those manipulations and procedures which, according to the internal regulations of the Company, require signing separate forms of voluntary informed consent.
  - 5.1.3. Any biological sampling for laboratory tests of any kind and any related actions.
  - 5.1.4. Performance of any functional, ultrasound or other tests which, according to the Company's internal regulations, do not require separate signed consent forms.
  - 5.1.5. Prescription and carrying out of the treatment required by the Patient following the doctor's consultation. The Patient agrees that, in accordance with the Company's internal regulations, prior to prescribing and administering the

treatment, the doctor will have a detailed conversation with the Patient, and the Patient will have the opportunity to ask all questions and receive comprehensive answers from the doctor. The Patient confirms that the Patient entrusts the selection and implementation of medication and other treatments to the Patient's attending physician.

- 5.2. The Patient acknowledges that without the provision of such consent, the Company may not be able to perform the Services.
- 5.3. The Patient agrees to inform the physician and other responsible members of the clinical team of any health information, including but not limited to allergies or individual drug intolerances, any injuries, surgeries, illnesses, environmental and occupational factors of a physical, chemical or biological nature, and all psychological factors affecting the Patient and of the medications the Patient takes. The Patient shall ensure that all the information it provides to the Company shall be truthful and accurate to the best of their knowledge. The Patient agrees that they are responsible for the reliability and accuracy of the information provided and for updating this information as appropriate.
- 5.4. The Patient confirms that the Patient is aware that refusal of treatment, non-compliance with the treatment and safety regime, recommendations of the medical staff, medication regime, unauthorized use of medical instruments and equipment as well as uncontrolled self-treatment may complicate the treatment process and have a negative effect on the Patient's health condition. In the event of actions that are not agreed with the doctor, the Patient agrees that the Patient assumes full responsibility for the Patient's health.
- 5.5. The Patient acknowledges that, in accordance with the Company's internal regulations, certain medical Services require separate forms of voluntary medical consent which shall be considered by the Patient as and when required prior to a Service being provided.
- 5.6. The Patient acknowledges that in certain circumstances it may not be necessary for the Company to obtain consent of the Patient, for reasons including but not limited to if the Patient needs emergency and/or life-saving treatment when they are incapacitated, they need an additional emergency action during a procedure, they have a severe mental health condition and lack the capacity to consent or they pose a risk to public health due to rabies, cholera or tuberculosis.
- 5.7. The Patient reserves the right to withdraw their voluntary consent to the services hereunder. In this case, the Patient shall send the Company a written notice of withdrawal of their consent to the following email [hello@visithealth.co.uk](mailto:hello@visithealth.co.uk). The Patient agrees that the Company shall suspend the provision of the Services to the Patient until a new voluntary informed consent has been signed.
- 5.8. If a legal representative (for example, a mother, father, adoptive parent, guardian, trustee, attorney) is signing this Agreement on behalf of another (for example a child/alleged incapacitated person/principal), and the Services are actually delivered to

this other person, the legal representative agrees that the Services shall be delivered to the person they legally represent and not to themselves. However, in this case, the legal representative is obliged to pay for the Services as mentioned in Section 3 hereof.

- 5.9. When executing the powers of the legal representative, the Patient must provide the Company with the documents confirming these powers, and the Patient shall be fully liable for the validity and accuracy of these documents. Provided that the Patient's powers are true, legal and valid, they are authorized to obtain information about the person who they represent.

## **6. Liability of the parties for failure to comply with the agreement.**

- 6.1. Nothing in this Agreement shall be construed as an attempt to exclude our liability for death or personal injury by negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.
- 6.2. Except for any legal responsibility that we cannot exclude in law or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 6.2.1. losses that were not foreseeable to the Patient and/or the Company when the Agreement was accepted;
  - 6.2.2. losses that were not caused by any breach on the part of the Company;
  - 6.2.3. ANY business losses, including but not limited to loss of profit, loss of business, loss of contract, business interruption, or loss of business opportunity; or
  - 6.2.4. losses to non-consumers.
- 6.3. The Patient shall be liable for damage to the Company in the amount of actual value of the damaged (lost) property if such damage (loss) was caused by the Patient's actions or inactions. In this case, the Patient is also obliged to compensate the Company for the losses incurred as a result.
- 6.4. The Patient must reimburse losses incurred by the Company for violation of the sanitary and epidemiological regime of the Company, for the purpose of infection control, that results in damage to the Company.
- 6.5. The Patient is obliged to compensate the Company for any losses incurred as a result of a violation of the Company's recommendations, which has affected the provision of the Services, or which makes it impossible to provide the Services on the terms set by the parties.

## **7. Applicable law and dispute resolution procedure**

- 7.1. This Agreement shall be construed and governed by the laws of England and Wales.
- 7.2. Disputes and disagreements that may arise during the performance of this Agreement shall be resolved between the parties through negotiations.



- 7.3. Where the negotiations fail to settle a dispute, the parties have a right to apply the claim to a competent court of England and Wales in the manner prescribed by the laws of England and Wales.

## **8. Amendment and termination of the agreement**

- 8.1. The present Agreement comes into effect upon its acceptance and is valid until the obligations by the parties have been performed in full.
- 8.2. This Agreement can be terminated early upon agreement of the parties, with the reimbursement of funds by the Company within 60 days of termination for any medical Service, which for one reason or another was not actually provided to the Patient. Where a Service has been provided in part by the Company, only a partial refund shall be provided representing the Service yet to be performed.
- 8.3. The Agreement may be terminated due to force majeure circumstances that make it impossible for the Patient and the Company to continue the performance of the Agreement.
- 8.4. The Agreement can be terminated by the Company unilaterally where the Patient commits a breach of the Agreement.
- 8.5. The Company reserves the right to modify the terms of this Agreement in accordance with applicable laws. If we make material changes to the Terms, we will notify you via email, or other means, to provide you an opportunity to review the changes before they become effective. Please periodically revisit this page to ensure you are familiar with the most current version of the Terms of Use. Any changes to the Terms will be in effect permanently.