

1.0 GENERAL TERMS AND CONDITIONS FOR ALL PATIENTS

- 1.1** These Terms form the basis of the contract between you and London Dietitians Ltd.
- 1.2** Please read these Terms carefully and take the opportunity to ask questions of our team at this stage.
- 1.3** These Terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.4** The clinician assigned to you by London Dietitians Ltd will carry out an initial consultation with you to determine the most suited treatment plan, the treatment/s that you should have and let you know their recommended treatment plan/s. It is your responsibility to ensure that the planned treatment/s accurately reflects your wishes as discussed with your clinician/s in relation to your care.
- 1.5** Here at London Dietitians Ltd, we respect the **confidentiality** of all of our patients. We will treat all information provided to us by you as confidential and, subject to the terms of our Privacy Policy will not disclose any such information to any person outside of London Dietitians Ltd without your express consent or as otherwise required by law. In the interests of privacy for all of our patients we also request that you keep confidential any information or knowledge that you acquire during your visits to our Clinic including the identity of other patients that you may meet in our common areas.
- 1.6** **Data Protection:** We will process your personal data in accordance with our Privacy Policy, a copy of which will be provided to you upon registration (also available on our website). By completing and signing the **Pre-appointment form** you agree to the processing of your personal data in accordance with the **Pre appointment form and our Privacy Policy**.
- 1.7** **Important: Please note the following:**
- (a)** A minor under the age of 18 is only permitted to use the services if the minor's parent or guardian makes a booking for an appointment and the parent or guardian is present during the appointment, the only exception being those minors between the age of 16 and 18 can attend an appointment with or without a parent present (but the booking for the appointment must still be made via their parent or guardian). Full and accurate information about the minor's medical history and current symptoms will need to be disclosed to the clinician/s who treat/s the minor prior to their consultation/s with the minor.
- (b)** You will need to **complete registration paperwork** and a **detailed questionnaire** on your (or your child's) **medical and dietary history**. This allows your clinicians, not only to direct you from a traditional dietetic perspective but also to understand some of the root causes that may underlie your condition, particularly if it is a long-term chronic condition.
- (c)** We also require a **summary from your registered general practitioner's medical records**. This is a safety requirement to ensure that our clinicians have all the relevant history to inform their management. You will request this from your general practitioner or primary care provider and upload it to your patient portal, or email to info@londondietitians.com, in advance of the appointment.
- (d)** You must not use our services for any inappropriate purposes (including, without limitation, to obtain clinically inappropriate prescriptions or tests).
- (e)** Following an appointment with one of our clinicians you must seek further medical advice from us or another healthcare professional if you have any concerns about the information given to you by one of our clinicians or if your condition changes, and you must seek immediate medical assistance if you suffer adverse or unexpected effects of any treatment, medicine or healthcare product recommended to you by one of our clinicians.

(f) You acknowledge that any educational material contained on our website is for general information only and should not be interpreted as medical or dietary advice unless it has been specifically recommended by one of our clinicians during a consultation.

- 1.8** Your Agreement with London Dietitians Ltd. By registering with us, you agree to be bound by these Terms. If there is any conflict between these Terms, the Privacy Policy, Legal Statement and Fee Structure document these Terms will take precedence. London Dietitians Ltd may update these Terms from time to time, however any changes will only apply to any future visits.

2.0 INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are.** We are London Dietitians Ltd registered in England and Wales under company number 04980045 and we have our registered office at 14b Merton Park Parade, Wimbledon, London, SW19 3NT ("London Dietitians Ltd" or "the Clinic").

- 2.2 How to contact us.** You can contact us at:-

- 14b Merton Park Parade, Wimbledon, London, SW19 3NT
- Tel: 07436263320
- Email: info@londondietitians.com
- Secure patient portal for existing patients

- 2.3 How we may contact you.** *Unless you specifically tell us not to by written instruction*, we communicate with our registered patients either through :-

- Email (*email communication is never 100% secure, with your consent we will send communication via the e-mail address you provide us with*)
- Secure patient portal for existing patients

This is to protect your confidential information.

- 2.4** "Writing" includes secure patient portal messages and emails. When we use the words "writing" or "written" in these terms, this includes emails. SMS messages are not considered a safe form of communication.

3.0 OUR SERVICES:

- 3.1 Our services.** We offer consultations for a variety of services. A full list of our services is available on request.

- 3.2** We provide our services with reasonable care and skill, and we may use consultants to carry out any part of our services. We shall be entitled, at all times, in our absolute discretion to decide which of our employees, agents or consultants shall provide the services on behalf of London Dietitians Ltd. Please note that the clinician/s involved in your care are independent practitioners and are not London Dietitians Ltd employees.

- 3.3** Services are provided by clinicians who have all the required qualifications and registrations relevant to their role. The clinician assigned to your care will make an assessment to evaluate the treatment/s you require. The clinician assigned to your care will consider your medical history, and your particular needs. Our multidisciplinary clinical team can provide dietary advice for several conditions. Our clinicians' postgraduate training will have included either specialist training, and/or Functional Medicine training, which will assist them in evaluating the treatment/s you require.

- 3.4 Risk of clinical complications.** While London Dietitians Ltd and your clinician will use reasonable endeavours to ensure a satisfactory outcome, no clinical treatment is entirely risk-free, and the results of any treatment cannot be guaranteed. If you have any concerns or queries you should discuss these with your clinician.

- 3.5** Where you instruct your clinician to do so, we may send a report or communicate with other third-party healthcare professionals relating to the treatment and services we are offering you at the Clinic.

- 3.6 Additional information.** You can find additional information about our services including the fee structure and duration of appointments in our Fee Structure document (available on request)

- 3.7 Making an appointment.** You can make an appointment for our services by telephone on 07436 263320 or email to info@londondietitians.com. Appointments are subject to availability and are only made available to you at our sole discretion. We do not make any guarantee as to the availability of any single clinician at any time.
- 3.8 Information we need from you.** We will need to take some information from you to provide our services:
- (a) Certain personal details will be taken from you to confirm your appointment, details of which are set out in our Privacy Policy available on request.
- (b) Full and accurate information about your medical history and current symptoms will need to be disclosed to the clinician who treats you prior to your consultation/s. You will need to send the following information to us on email to info@londondietitians.com or upload onto your secure patient portal, before your appointment:
- A completed **Pre-appointment form** which includes complete registration paperwork and a Medical Systems Questionnaire (MSQ) which details your medical history.
 - **A letter of referral**, should you have one.
 - Any current medication and supplements that you are taking should be documented on your pre-appointment form
 - A completed **three (3) day food diary**.
- This allows your clinician to manage your symptoms appropriately and to identify clinical clues that may help better understand some of the root causes underpinning your presentation.
- (c) We also require **a summary from your registered general practitioner's medical records**. This is a safety requirement to ensure that our clinicians have all the relevant history to inform their management. You will request this from your general practitioner or primary care provider and send to us on email to info@londondietitians.com or through your secure patient portal in advance of the appointment.
- 3.9** What happens if you do not provide information we need? If you do not provide us with the information we need, we may not be able to advise or treat you and we may either end our contract with you or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 3.10** How we will accept your order for our services:
- (a) **A new patient:** When you make an appointment for our services as a new patient you are making an offer to buy our services. Your offer will only be accepted by us and a contract formed when we have confirmed your appointment in writing and you have paid the full consultation fee upfront as a form of deposit to secure your appointment in accordance with clause 4.4(a). If we are unable to accept your appointment, we will inform you of this in writing and will not charge you for any services.
- (b) **An existing patient:** When you make an appointment for our services as an existing patient the contract you entered into when accepted as a new patient will continue to apply and we will charge you for the consultation fee in accordance with clause 4.4(b). If you are an existing patient as at the time these Terms take effect, we will ask you to enter into a contract with us as if you were a new patient so that both you and we are clear about the terms on which our services are provided.
- 3.11** We are not responsible for delays outside our control. If our performance of the services is affected by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 3.12 Reasons we may suspend the services.** We may have to suspend the services to reflect changes in relevant laws and regulatory requirements or make changes to the services as requested by you or notified by us to you, which may affect your appointments. We will contact you in advance to tell you we will be suspending the services unless the problem is urgent or an emergency. You may contact us to end the contract if we suspend the services which means an appointment is delayed by more than four weeks.

- 3.13 Referrals.** Should you be experiencing complex medical symptoms which require specialist attention we may, where appropriate, refer you to a specialist medical practitioner or consultant who may not work for the Clinic. We are not responsible or liable for any advice or treatment an external medical practitioner or clinician offers you, regardless of whether we made the original referral.
- 3.14 Your property.** While we will take all reasonable care to ensure the safety of your belongings, London Dietitians Ltd, does not accept any responsibility for the theft or loss of, or damage to, any of your or your visitors' property. We would strongly advise you not to bring valuable personal belongings into the clinic with you, unless required during your visit.

4.0 OUR CHARGES

- 4.1 Cost of treatment.** The prices for consultations with our clinicians and other services are set out in our Fee Structure document, available on request, unless we have agreed another price with you in writing.
- 4.2 Costs on a time spent basis.** You may incur additional costs for: email correspondence with your clinician/s, requested medical reports, supplement schedules or other reports or correspondence, as well as telephone calls conducted by your clinician on a time spent basis. Wherever possible we will notify you of these costs prior to providing you with our services but, in the event we are unable to, our prices will be as set out in the Fee Structure document, available on request. This will be documented and kept on our internal records. You will be charged for these costs in addition to the consultation fees.
- 4.3 VAT.** Appointments are exempt from VAT but where VAT is applicable to any of our services, our prices always include VAT at the applicable rate.
- 4.4 Payment:**

(a) A new patient: you will make payment 2 days in advance of an initial appointment. You can do this by card via your secure patient portal or by bank transfer to:

Acc Name:	LONDON DIETITIANS Ltd
Bank:	HSBC
Account No:	81593153
Sort Code:	40-07-30
Reference:	Client Name

(b) An existing patient: We request that all invoices are paid immediately after your follow-up consultation has taken place. You can do this by card via your secure patient portal or alternatively by bank transfer (see details above). Alternatively, we may agree to issue an invoice for our services, for Medical Insurance purposes, within 5 working days of the date of your appointment. Invoices must be paid within 30 days of the date of the invoice.

- 4.5 Late payment.** We can charge interest if you delay payment. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the basic Bank of England lending rate after 30 days. If the payment is delayed beyond 60 days, then the rate will be 8% above the bank of England's base rate. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount. You must pay us interest together with any overdue amount.
- 4.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly in writing to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on properly due sums from the original due date.
- 4.7 Patients with private medical insurance or a third-party sponsor:**

Before your treatment:

- 4.7.1** If you have private medical insurance, you will need to speak to your insurer in advance of your treatment to get confirmation that your treatment is covered by your insurance policy. We would recommend that you ask your insurer if there are any exceptions within your policy.

- 4.7.2** You will need to provide us with details of your insurer, your registration number, your level of cover, scheme details and your pre-authorisation number which your insurer will provide to you.
- 4.7.3** Where you have a sponsor who has agreed to pay for your treatment, please ensure you have authorisation from them in writing prior to booking your treatment with us.
- 4.7.4** If a sponsor has agreed to pay for your treatment, London Dietitians Ltd will require details of such party including your relationship with them and contact details for them. London Dietitians Ltd reserves the right to verify with a sponsor any arrangement in place between you and your sponsor before agreeing to provide treatment.
- 4.7.5** You agree to provide all information requested by London Dietitians Ltd to verify, to our satisfaction, details of any such arrangement including a letter of guarantee from your sponsor confirming to us that they will cover the costs of your treatment at London Dietitians Ltd.
- 4.7.6** You agree with London Dietitians Ltd that you will be liable for your payment, should medical insurance not cover your treatment. Whilst you will remain responsible for the payment of your treatment, where you have private medical insurance, or a third party has agreed to pay for your treatment:
- (a)** We will, where possible, process the claim for your treatment with your insurer or sponsor, provided you have given us and your insurer or sponsor all the information we need to do so. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay for your treatment, as set out in (b) below.
- (b)** If your insurer or sponsor fails to settle our invoices (or any part of them) within thirty (30) days of the date of the invoice we will assume that the outstanding amount will not be paid by them, and you will become immediately liable for payment in full plus any interest incurred as per clause 4.5 above. We may invoice you directly for this outstanding amount.
- (c)** If we invoice you for your treatment, or for an element of it, you agree to pay us the amount invoiced within 30 days.
- 4.7.7** If no rate has been agreed between the clinicians and your insurer or sponsor in respect of your treatment, London Dietitians Ltd standard rates as set out in the Fee Structure document, available on request, will apply to your treatment.
- 4.7.8** If you pay for your treatment and subsequently seek reimbursement from your insurer or sponsor, and if no other rate has been expressly agreed between you and London Dietitians Ltd in writing, London Dietitians Ltd standard rates as set out in the Fee Structure document, available on request, will apply to your treatment.
- 4.7.9** We recommend that you keep in contact with your insurer or sponsor at each stage of the treatment you receive to ensure you are appropriately covered.

What your insurance may not cover:

- 4.7.10** Some insurers use treatment guidelines that may not match the professional medical opinion of your clinician and other medical professionals or external clinicians providing your treatment. In some cases, this can mean that your insurer may not pay for certain parts of the care you receive, and you will be required to pay for that part of your care.
- 4.7.11** Check that your insurers cover costs of dietetic services. London Dietitians Ltd will seek reimbursement, where applicable, for the portion of the clinician's fee that is covered by insurance. Please note that you will be invoiced for any remaining amount above such reimbursement.
- 4.7.12** Your insurance policy may not cover items such as functional laboratory tests and supplements. Your clinician will advise if laboratory tests and supplements will be beneficial in your treatment plan and will advise of additional costs. You will be required to pay for any such items not reimbursed by your insurers.

5.0 CHANGES TO SERVICES

- 5.1 Your right to make changes.** If you wish to make a change to the services, for example to request to see a different clinician to the one allocated for your appointment or if you want to change the date of your appointment, please contact us in writing. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the services, their timing or anything else which would be necessary, as a result, of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2 Our right to make changes.** We may change the services to reflect changes in relevant laws and regulatory requirements and/or for business reasons, for example because a particular clinician or appointment time is not available. If we do so we will notify you and you can decide whether to proceed or not.

6.0 YOUR RIGHTS TO CANCEL AN APPOINTMENT OR END THE CONTRACT

- 6.1** You can always cancel an appointment or end the contract before the services have been supplied and paid for. You may contact us at any time in writing to cancel an appointment or end the contract for the services but in some circumstances, we may charge you certain sums for doing so, as described below.
- 6.2** You will not be charged if you cancel an initial appointment up to 48 hours before the scheduled start time of the relevant appointment. You may cancel an initial appointment by notifying us in writing to info@londondieticians.com or leaving a voicemail on our office number 07436 263320.
- 6.3** You will not be charged if you cancel a follow-up appointment up to 24 hours before the scheduled start time of the relevant appointment. You may cancel any follow-up appointment by notifying us in writing to info@londondieticians.com or leaving a voicemail on our office number 07436 263320.
- 6.4** You will be charged if you cancel an appointment with less than the required notice period as stated in **6.2** and **6.3** above. You accept that we are not responsible and will accept no liability for any costs, expenses, or losses that you suffer as a result of your failure to properly cancel any appointment within the required time frame, that being 48 hours for an initial appointment and 24 hours for a follow-up appointment. Exceptional circumstances may apply.
- 6.5** You may also cancel the contract in writing for the following reasons:
- (a) we have told you about an upcoming change to the services or these Terms which you do not agree to.
 - (b) we have told you about an error in the price or description of the services and you do not wish to proceed.
 - (c) there is a risk that supply of the services may be significantly delayed because of events outside our control.
- 6.6** In the circumstances set out in clause 6.5, you may cancel the contract for services in writing and no fees will be payable other than in relation to any outstanding unpaid invoices and interest. Where possible we will offer to arrange a new appointment for you as soon as possible or another appropriate service. If this is not acceptable to you, we will refund any sums you have paid in advance for services which will not be provided.
- 6.7 Our right to terminate.** We may end the contract between us, terminating your right to use the services, if:
- (a) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services, as described in clause 3.8 above.
 - (b) you do not make any payment to us when it is due, and you still do not make payment within 30 days of us reminding you that payment is due.
 - (c) you seriously (as reasonably determined by us) or repeatedly breach any of these Terms.
 - (d) abusive or threatening behaviour towards our clinicians or staff. We shall refund any costs for services which have not yet been provided.

7.0 If there is a problem with the services:

- 7.1 How to tell us about problem.** If you have any questions or complaints about the services, please contact us initially.
- 7.2 Your legal rights.** Nothing in these terms will affect your legal rights. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call Citizens Advice on 03454 04 05 06.

8.0 Limit of liability – your attention is particularly drawn to this clause:

- 8.1** This Clause 8 sets out our entire financial liability (including any liability for the acts or omissions of our employees, officers, agents and consultants) to you in respect of:
- (a) any breach of the contract;
 - (b) any breach of statutory duty; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract.
- 8.2** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 8.3** Nothing in these Terms limits or excludes our liability for death or personal injury resulting from our negligence, for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation or for any matter which it would be illegal for us to exclude or attempt to exclude or limit our liability.
- 8.4** Subject to clause 8.3, in no event shall we be liable for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 8.5** Subject to Clause 8.3, London Dietitians Ltd's entire liability under or in connection with the contract shall not exceed London Dietitians Ltd's professional indemnity insurance policy coverage available at the time of settlement or judgment.

9.0 Other important terms

- 9.1 We may transfer the contract to someone else.** We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2** You may not transfer your rights or obligations under these Terms.
- 9.3** These Terms supersede any previously issued terms and conditions and you acknowledge that in entering into the contract you have not relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the contract.
- 9.4** Nobody else has any rights under the contract. The contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 9.5** If a court finds part of the contract illegal, the rest will continue in force. Each of the clauses of these Terms 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.
- 9.6** Even if we delay in enforcing the contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the contract that will not mean that you do not have to do those things or prevent us taking steps

against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to make the payment at a later date.

9.7 Which laws apply to the contract and where you may bring legal proceedings. The contract, any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection it or its subject matter or information shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that Courts of England and Wales shall have non-exclusive jurisdiction to settle and dispute or claim (including non-contractual disputes or claims) arising out of in connection with the contract or its subject matter or formation.

Version: 7 February 2022