Patient Guide

Section:

1. Statement of Purpose.
2. About Us.
3. What we do and what we offer.
4. Pricing Summary.
5. The Complaints Procedure.
7. How to view the results of our most recent CQC report.
8. Terms & Conditions of Use and Sale
9. Privacy Policy
1. Statement of Purpose

This Statement of Purpose is made by The GP Service (UK) Ltd pursuant to The Health and Social Care Act 2008 and Regulation 12 of the Care Quality Commission (Registration) Regulations 2009.

Service Provider:

The GP Service (UK) Limited
Coventry University Technology Park
The TechnoCentre,
Puma Way,
Coventry,
CV1 2TT
Telephone Number: 02476 158050
Email address: support@thegpservice.co.uk

Registered Manager:

Hiren Patel
The GP Service (UK) Limited
Coventry University Technology Park
The TechnoCentre,
Puma Way,
Coventry,
CV1 2TT

Hiren Patel is the Registered Manager for all Regulated Activities carried out at The GP Service (UK) Ltd

Aims and Objectives:

Our service consists of dedicated and professional practitioners and staff. We strive to be acknowledged by our patients, suppliers and regulators as the leader in our sector. This will be achieved by ensuring that we recruit and train highly professional staff whose ambitions are to exceed patient expectations.

Our Aims:

• To understand and exceed the expectation of our patients.
• To both motivate and invest in our team and acknowledge their value.
• To encourage all the team members to participate in achieving our aims and objectives.

Our Objectives:

• To support each other in achieving patient expectations
• Maintain the highest professional and ethical standards
• Respond to the needs of our patients, practitioners and staff.
To encourage innovation, ambition, enterprise and continuous improvement.

**Service:**

The following Regulated Activities are provided by The GP Service (UK) Ltd:

- Treatment of disease, disorder or injury.

We provide remote clinical consultations/advice and prescription for general practice.

The GP Service (UK) Ltd provides services to the following age categories: Adults under 65yrs, Adults over 65yrs.

We provide services through the following websites:

www.thegpservice.co.uk
www.cooppharmacy.coop

**Legal Status:**

The GP Service (UK) Ltd is a Limited Company — Registered in England No.: 09359853

**Locations:**

The GP Service (UK) Ltd provides remote clinical consultations/advice only, therefore, does not operate from a location:

**The GP Service (UK) Limited**
Coventry University Technology Park
The TechnoCentre,
Puma Way,
Coventry,
CV1 2TT
2. About Us

Our Company, The GP Service (UK) Limited is registered in the UK (Company No. 09359853) at The Techno Centre (HDTI Building), Puma Way, Coventry, CV1 2TT.

The GP Service is committed to providing exceptional service levels in the community healthcare sector with a platform that seamlessly brings together patients, doctors and pharmacies. All our Doctors are based in the UK and registered with the General Medical Council (GMC). All pharmacies affiliated with our service are also UK based and registered with the General Pharmaceutical Council (GPhC).

3. What we do and what we offer

In our busy day-to-day lives, more people are finding it difficult to take time off to see their GP or have to wait on average up to 10 working days to see a GP. We at the GP service provide an Online Doctor service to help diagnose and treat common conditions using our on-line consultation platform.

Our aim is to provide a safe, discreet and easy journey for patients who are looking for private medical treatment at their convenience and at a cost that people can afford. Our system allows patients to consult with qualified Doctors with a consultation via online assessment questionnaires or through secure video chat. They can then choose to collect their treatment from any Pharmacy registered with our service.

The service also allows Doctors, at their sole discretion, to provide prescriptions where appropriate as well as referral letters and fit notes. For full details and charges, please refer to our Terms and Conditions section in this document.

Below are examples, but not an exhaustive list, of conditions that our doctors can treat:

- Allergies
- Asthma
- Backache
- Chest infection
- Cough
- Colds
- Cystitis
- Depression
- Digestive problems
- Ear, nose and throat problems
- Hay-fever
- Headache
- Migraine
- Skin problems Stress
- Men’s health
- Women’s health

As we offer remote consultations, our doctors are not able offer advice or to treat some conditions. If you think you are experiencing any of the conditions listed below or a medical emergency you should call 111 or 999. Alternatively, visit an A&E service, which is local to you:

- Difficulty in breathing or severe shortness of breath
- Chest pain/suspected heart attack
- Suspected stroke or seizures
- Severe pain especially of sudden onset
- Severe infections
- Obstetric or pregnancy complications
- Severe bleeding
- Serious trauma to head, spine or limbs
- Broken bones or burns
- Severe mental health concerns (For example thoughts of self harm, suicidal thoughts or psychosis)

4. Pricing Summary

The pricing for our services are subject to agreement of our full Terms and Conditions, which can be found on the company website.

4.1 Form Based Consultations

The fee for Form Based Consultations will vary depending on the medication you request, as they are they are individually priced and may vary based on the type of medication, pack size (quantity), strength and manufacturer. Please refer to the individual pricing which will be quoted to you when you submit your request for a prescription via the GPS System. All fees quoted will include the cost of the consultation, prescription and the medication.

4.2 Online Live Consultations

The fee for a Live Consultation will vary depending on the duration of the session spent with the Doctor. The initial fee is £25.00 for an online Live Doctor Consultation and is for a ten (10) minute session. If, after the initial ten (10) minutes, you wish to continue with and extend the consultation, please request this from the Doctor and the Consultation will be extended for a further ten minutes. Please note, you will not be entitled to any refund if any of the initial ten (10) minutes or extended ten (10) minutes are not used.

4.3 Prescriptions

The fee referred to above is for the Live Consultation. In addition to the £25.00 fee for the live consultation, if the Doctor offers you any Prescription, you will be charged (subject to your acceptance), a Prescription fee of £7.49. You will not be entitled to a refund for any prescriptions once issued to you as part of the Consultation.

4.4 Additional Services

Upon request, a Doctor may (at his/her sole discretion) agree to provide sickness notifications or letters, or a referral letter, the contents of which are based on the Doctor’s own judgment and regulatory obligations. The length of any such letter or note will be determined at the sole discretion of the Doctor. Referrals made by a Doctor do not specify a named individual consultant or doctor but are made on an open referral basis.

The fee for each sickness letter / notification or referral letter is £15.00. A sickness letter / notification or referral letter may only be requested during a Live Consultation with a Doctor. If you request a sickness letter / notification or referral letter during a Live Consultation, you will be charged accordingly and you will not be entitled to a refund once the letter or notification has been issued.

5. Complaints Procedure
The GP Service (UK) Ltd is committed to providing services that are safe, effective and meet the expectations of our customers.

5.1 Contacting The GP Service (UK) Ltd

**Complaints should be made in writing to the Registered Manager (Hiren Patel)**

Our staff will provide help to any patient or relative of a patient wishing to make a complaint. If you wish to register a complaint we have a number of ways in which you can forward this to us.

(a) **In writing, please post to:**

Hiren Patel (Registered Manager)
The GP Service (UK) Limited
Coventry University Technology Park
The TechnoCentre,
Puma Way,
Coventry,
CV1 2TT

(b) **By Email:**

You can send an email to: support@theGPservice.co.uk.

(c) **‘Contact Us’ Page:**

You can fill out the ‘Contact Us’ box selecting the ‘I have a complaint’, which you can find in the ‘Contact Us’ section of the website.

Whichever method you choose to contact us please ensure you provide the following details to ensure we can make a speedy assessment of your complaint and have the correct details to contact you:

- Your Full Name
- Date of Birth
- Address
- Email address
- Tel Number
- Date of your consultation
- Invoice/ reference number
- Details of your complaint
- Any other relevant information

5.2 How we will handle your complaint.

**The Investigation**

The Registered Manager (Hiren Patel) will conduct an investigation and will gather information. This will lead to a full written report being produced and made available to those concerned. The investigation will include:
i. Speaking to all persons concerned
ii. Reviewing as and other documents
iii. Producing a written summary of the facts of the complaint
iv. Producing responses to written complaints
v. Completing the appropriate records of the complaint
vi. Informing all relevant parties as to the outcome of the complaint and any remedial action.

What to expect from us.

Initially, you will receive a written acknowledgement from the Registered Manager within two working days of the complaint. This will be followed by a written response within twenty working days, or a written explanation of why the response is taking longer and when you can expect a response. A full response will be made within 5 working days of a conclusion being reached.

As we are constantly aiming to improve our services, all staff involved in the complaint will be informed of the outcome and advice on preventing recurrence. On completion of the complaint investigation process a full written report will be made including any recommendations and actions by the Registered Manager (Hiren Patel).

What if you are not satisfied with the outcome of our investigation?

Where you are not satisfied at the conclusion of the complaint process you have several options depending upon the nature of the complaint:

i. Independent arbitration service (see below).

ii. Where the complaint may relate to a breach of professional standards of conduct, clinical competence or fitness to practise, patients can raise their concerns with the appropriate professional regulator (Doctors — General Medical Council, Nurses — Nursing & Midwifery Council (see below).

iii. Where the complaint relates to a breach of statutory regulations and the organisation is registered with the Care Quality Commission patients can contact the CQC (see below).

iv. Customers retain the option of seeking legal advice relating to a complaint about the service provided by any healthcare provider.

Please Note: Any complaint proceeding to litigation will be notified to the Care Quality Commission.
5.3 Contacting the Care Quality Commission (CQC)

The GP Service (UK) Ltd is regulated by the Care Quality Commission (CQC) as it the regulator for independent Healthcare. Whilst the CQC has no statutory powers to investigate any complaints that patients or other members of the public make about independent healthcare services, nor do they have a regulatory role to manage, arbitrate or resolve their complaints, concerns or allegations, they do take account of all information that they receive from the public about registered independent providers, or about unregistered providers that they consider should be registered. They assess whether this ‘concerning information’ suggests that:

- An offence has been committed as set out in the Health & Social Care Act 2008
- A regulation has been breached as set out in the associated regulations, or
- The provider has contravened a condition of their registration with us, as set out in their registration certificate.

If they suspect that the provider has committed an offence under the Act or a breach under the regulations, they are required to take action to bring about improvement.

The Care Quality Commission can be contacted using the following details:

CQC Healthcare
Citygate, Gallowgate
Newcastle upon Tyne
NE1 4PA
Tel: 03000 616161
Email: enquiries@cqc.org.uk.
Web: www.cqc.org.uk

Other Useful Contact Details:

The General Medical Council
350 Euston Road
London, NW1 3JN
Tel: 0161 923 6602
Web: www.gmc-uk.org

The Nursing & Midwifery Council
23 Portland Place
London, W1B 1PZ
Tel: 0207 7333 9333
Web: www.nmc-uk.org

Independent Arbitration Organisation
International Dispute Resolution Centre
70 Fleet Street
London, EC4Y IEU

Centre for Effective Dispute Resolution
Web: www_ced.com
Tel: +44 (0)20 7536 6000

The GP Service continually assess, monitor and drive improvement in the safety of the services provided and the quality of experience of service users. We value the feedback from customers so that the service is constantly evaluated and improved.

A Patient Survey is carried out on an annual basis and is provided to approximately 10% of all customers. These are completed anonymously and returned to the Registered Manager who is responsible for assembly of findings and results.

The report summarising the key findings and any actions that are to be carried out as a result of the report are published in this guide and available to view on the website. This will be available once the first survey has been carried out and the report published.

The GP Service has also teamed up with Trustpilot, the most frequently used customer review application in the world to seek feedback from its customers. Customers will be asked after consultations to leave a review so we can assess our service.

7. How to view the results of our most recent CQC report.

The GP Service (UK) Ltd is registered with the Care Quality Commission (CQC). Our registration information can be viewed by accessing the following webpage:

http://www.cqc.org.uk/provider/1-2804999282

The GP Service (UK) Ltd has not yet been inspected by the CQC. Once the inspection takes place Patients can access our most recent report will be available on our website and in this guide.
8. Terms & Conditions

Terms and Conditions of Use and Sale

Last Updated on 18th May 2018

The GP Service (UK) Limited, a company incorporated in England and Wales under company number 09359853 ("the GP Service", “we” or “us”) provides an online service that brings together patients, doctors and pharmacies. It provides this service and related services (the “Services”) through its website at www.thegpservice.co.uk (the “Website”), its mobile and tablet applications and certain software (together the “GPS System”). The GP Service is the trading name of The GP Service (UK) Limited.

The provision of services to you by the GP Service, and your use of the GPS System (or any part thereof) are all subject to these Terms and Conditions (“Terms”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING ANY OF THE SERVICES. BY USING ANY OF THE SERVICES, OR BY DOWNLOADING ANY OF THE GP SERVICE’S MOBILE OR TABLET APPLICATIONS, YOU ARE AGREEING TO THESE TERMS WHICH INCLUDE, IN PARTICULAR, YOUR CANCELLATION RIGHTS REFERRED TO IN PARAGRAPH 10, THE LIMITATIONS ON THE GP SERVICE’S LIABILITY IN PARAGRAPH 15 AND THE PRIVACY NOTICE REFERRED TO IN PARAGRAPH 21.

IF YOU DO NOT UNDERSTAND OR AGREE TO AND ACCEPT THESE TERMS IN FULL, YOU ARE NOT AUTHORISED TO USE OR ACCESS OUR SERVICES AND YOU SHOULD NOT USE THEM.

These Terms form a legal agreement (the “Agreement”) between you and the GP Service. Please print a copy of these terms for your records and future reference.

IMPORTANT EMERGENCY NOTICE

OUR SERVICES ARE NOT SUITABLE FOR ANY EMERGENCY MEDICAL SITUATION OR FOR ANY DIAGNOSIS OR TREATMENT THAT MAY REQUIRE A PHYSICAL EXAMINATION.

IF YOU ARE IN AN EMERGENCY SITUATION (OR YOU THINK THERE IS THE OPPORTUNITY FOR THE SITUATION TO ESCALATE TO ONE CONSIDERED TO BE AN EMERGENCY SITUATION) OR YOU REQUIRE URGENT OR EMERGENCY TREATMENT, YOU MUST CONTACT THE EMERGENCY SERVICES BY DIALLING 999 OR SEEK OTHER EMERGENCY MEDICAL SERVICES.

MEDICAL EMERGENCIES CAN INCLUDE (BUT THE FOLLOWING IS NOT AN EXHAUSTIVE LIST):

- Loss of consciousness
- An acute confused state
- Fits that are not stopping
- Persistent, severe chest pain
- Breathing difficulties
- Severe bleeding that cannot be stopped
- Severe allergic reactions
- Severe burns or scalds

Call 999 immediately if you or someone else is having a heart attack or stroke.

Every second counts with these conditions. Also call 999 if you think someone has had a major
trauma. Major trauma is often the result of a serious road traffic accident, a stabbing, a shooting, a fall from height, or a serious head injury.

1. Definitions

In these Terms the following definitions shall apply:

- “Advice” means any advice or information provided (whether through voice communication, video or electronically) by the GPS Service or a Doctor via the GPS System;
- “Doctor” means any doctor or medical practitioner to whom the GP Service provides access to via the GPS System;
- “Nominated Pharmacy” means the pharmacy selected by you at the time you place your order via the GPS System, or if that pharmacy fails to or declines to accept your prescription for dispensing, the pharmacy nominated by us and notified to you by email; and
- “Product” means any physical product that you may order through the GPS System for supply by the GPS Service or by a pharmacy.

2.0 About the GP Service

2.1 The GP Service provides a service that:

- allows users to consult with Doctors via online assessment questionnaires or through secure video chat, on a paid for and private basis;
- aims to facilitate the purchase by users of non-prescription medication; and
- allows users to choose to collect their prescription or non-prescription medication from any pharmacy registered with us.

2.2 The GP Service is regulated by the Care Quality Commission (the “CQC”) under number ‘1-2804999282’. The CQC monitors, inspects and regulates health and social care services.

2.3 All Doctors are registered with the General Medical Council in the UK, and their registration details and status can be found at www.gmc.org.uk. We do not guarantee the availability of any particular Doctor. All Doctors are independent contractors and any Advice provided or offered to you by a Doctor is the sole responsibility of that Doctor.

2.4 All of the pharmacies that are listed on the GPS System are registered with the General Pharmaceutical Council (GPhC) and information about each of them can be found at www.pharmacyregulation.org/registers/pharmacy. If you require further information about a pharmacy, you can contact the pharmacy directly on the number listed for that pharmacy. All prescription medication dispensed by a pharmacy, and all other products and services supplied by a pharmacy, are dispensed and supplied under that pharmacy’s terms and conditions, a copy of which can be obtained directly by contacting the relevant pharmacy. The GP Service is not responsible for the dispensing, supply and/or delivery of any medication, treatment, product or service prescribed to you or ordered by you via the GPS System.

2.5 The Services and any Advice are provided for non-urgent circumstances only. If you require emergency medical attention, any other treatment that is urgent, a physical face to face examination, or if your situation is not suited to remote communication, we strongly advise that you contact your NHS General Practitioner (“GP”), other medical practitioner or the emergency services. The Services are in no way designed or intended to replace the
services of the NHS or services provided by your GP.

We will share your information automatically with your GP unless you specifically opt out of this when using our Services. This is a compliance requirement of the General Medical Council.

2.7 If you need any information or have a complaint about the Website or any of our Services, please contact us by one of the following methods: By post: The GP Service (UK) Limited, Coventry University Technology Park, The TechnoCentre, Puma Way, Coventry CV1 2TT; or By email: support@theGPservice.co.uk or please ask for the Admin Team between the hours of 9.30am and 6.00pm Monday to Friday. If you require assistance for a video consultation booking or require support for an appointment you can speak to us by calling 0247 615 8050 between the hours of 8.00am and 8.00pm Monday to Sunday.

3.0 Registration and Eligibility

3.1 In order to access the Services, you must register with us and create an account ("Account"). You agree for us to be able to undertake an ID check with an external agency to confirm your identity. It is therefore important that you provide us with correct and accurate details.

3.2 The GP System and the Services are only intended for use by people resident in the United Kingdom and Ireland. We do not accept orders for Services or Products from individuals outside these countries. All Doctors practice in accordance with UK healthcare regulations and guidelines.

3.3 The Services are not intended for users of under 18 years of age. We check your date of birth during the registration process and if you are under 18, you are not permitted to have an account or to receive the Services.

4.0 Your Account

4.1 You agree, at all times, to provide us with accurate and complete information in your registration and Account, and to update such information as appropriate.

4.2 For security purposes, you must also set a password for your Account. You are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer and devices, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your Account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You can reset your password at any time from within your Account.

4.3 If you want to disable your Account at any time, please contact us at support@theGPservice.co.uk. Please also see our Privacy Policy for further information.

5.0 Consultations

You must have available a photo proof of identity (for example a Passport or Driver's License) to show the Doctor at the start of your consultation. By using this service, you also consent to us making an ID check with an external agency to confirm the details you have provided us. If
the Doctor cannot verify your identity or your ID check has failed they may choose to cancel the consultation or be unable to issue a prescription. Please therefore ensure that you provide correct and accurate information.

5.1 The GP Service provides a service that allows users to consult with a Doctor via online assessment questionnaires ("Form-Based Consultation") or through secure video chat via our mobile or tablet applications ("Live Consultation").

5.2 Form Based Consultations are based on the online forms that you complete and submit via the GPS System. Doctors can only make a decision as to whether it is in your best interests or the best interests of the patient to receive medication if and when the Doctor has been provided with all the relevant information. In the circumstances, on occasion and after submission by you of your completed forms, the Doctor may ask you for additional information or, if the Doctor deems it necessary or appropriate, refer you to your GP.

5.3 You agree to always provide us (when completing the online forms for Form Based Consultations), and to provide any Doctors with whom you have a Live Consultation, accurate and complete information about you.

5.4 The Doctor allocated to you and with whom you have a Form Based Consultation or a Live Consultation will record the results of the consultation as required by law and regulatory requirements. You agree to review and inform us of anything that you believe to be incorrect or inaccurate. It is not our responsibility to maintain a complete record of all data that may be generated from your use of the Services, and you should not rely on the Services for storage or maintenance of information. In particular, you should create your own record of the results of any consultation you have with a Doctor via the GPS System, and of all orders and receipts for Products purchased via the GPS System. We may, at any time at our absolute discretion review and remove any content from the Services or request that you re-register or set up a new account for your continued use of the GPS System.

6.0 Prescriptions

6.1 If you have chosen to collect your medication from a selected Pharmacy, you will be required to present a photo proof of identity (for example a Passport or Driver's License) to verify your identity. If you cannot verify your identity the Pharmacy may not supply your dispensed medication.

6.2 If you have chosen to have your medication delivered from a selected Pharmacy, you will be required to present a photo proof of identity (for example a Passport or Driver's License) to verify your identity to the delivery driver. If you cannot verify your identity, delivery of the medication may be returned to the Pharmacy. You will required to pay for the cost of re-delivery.

6.3 If the Doctor, following a Form-Based Consultation or a Live Consultation, and based on his/her medical assessment, decides that you are suitable for treatment, he/she may issue a private prescription that shall be dispensed by the Nominated Pharmacy.

6.4 If the Doctor, following a Form Based Consultation or a Live Consultation, and based on his/her medical assessment, decides that you are suitable for treatment, he/she may issue a private prescription that shall be dispensed by the Nominated Pharmacy.
6.5 You understand and accept that there is no guarantee that you will be approved to receive a prescription following a Form Based Consultation or that a Doctor will issue a prescription for any medication following a Live Consultation. Prescriptions are issued at the sole discretion of the Doctor. Certain types and classes of medications such as controlled drugs (or restricted drugs and substances as classified by The Misuse of Drugs Regulations 2001), specialist drugs, medications that require closer monitoring, drugs such as benzodiazepines, opioids such as morphine, and other classes of drugs regarded as strong painkillers such as a high dose Codeine Phosphate are considered unsuitable for prescribing online. This is not an exhaustive list, and there may also be other drugs and medication that Doctors will be unable to prescribe. If you require these medications, please do not book an appointment with us as these will NOT be provided and you will still be charged for the consultation.

6.6 If you are approved to receive a prescription following a Form Based Consultation, or a Doctor issues you with a prescription during a Live Consultation, we will send you an email attaching a patient information leaflet about the medication that has been prescribed (where available). These patient information leaflets are regularly revised and updated, and we therefore cannot guarantee that we will send you the most up to date version. We recommend that you obtain the latest version of the information leaflet that is relevant to you from the electronic Medicines Compendium (eMC) website at https://www.medicines.org.uk/emc/. A copy of the leaflet is also normally provided with the medication when dispensed by a pharmacy. You agree to contact your GP or other qualified health professional or pharmacist if you do not fully understand anything about the medication you have been prescribed or if you do not fully understand why you have been prescribed that medication or do not fully understand the instructions.

6.7 You agree and consent to the GP Service sharing basic identification data with the Nominated Pharmacy, for the purposes of enabling the pharmacy to verify your identification on collection of your prescription. The pharmacy will contact you directly to process the prescription, including to confirm your details and, if the delivery option is selected, to arrange delivery.

6.8 All prescriptions that are issued by a Doctor are only valid at approved UK pharmacies.

7.0 Fees

7.1 Form Based Consultations:

The fee for Form Based Consultations will vary depending on the medication you request, and will be quoted to you when you submit your request for a prescription via the GPS System. The fee will be based on the pricing for the relevant medication as shown on the Website. All fees quoted will include the cost of the consultation, prescription and the medication.

7.2 Video Consultations:

The fee for a Live Consultation will vary depending on the duration of the session spent with the Doctor. The initial fee that is charged for an online Live Doctor Consultation and is for a ten (10) minute session. If, after the initial ten (10) minutes, you wish to continue with and extend the consultation, please request this from the Doctor and the Consultation will be extended for a further ten minutes. Please note, you will not be entitled to any refund if any of the initial ten (10) minutes or extended ten (10) minutes are not used. In certain circumstances, the Doctor may also at his/her discretion extend the length of the Live Consultation at no additional cost.
The fee referred to above is for the Live Consultation. In addition to the initial consultation fee advised at the time of booking for the live consultation, if the Doctor offers you any Prescription, you will be charged (subject to your acceptance), a Prescription fee of £7.49. You will not be entitled to a refund for any prescriptions once issued to you as part of the Consultation.

All medication prescribed to you during a Live Consultation must be paid for directly to the pharmacy from which you obtain the medication on production of the prescription.

7.3 Additional Services:

Upon request, a Doctor may (at his/her sole discretion) agree to provide sickness notifications or letters, or a referral letter, the contents of which are based on the Doctor’s own judgment and regulatory obligations. The length of any such letter or note will be determined at the sole discretion of the Doctor. Referrals made by a Doctor do not specify a named individual consultant or doctor but are made on an open referral basis.

The fee for each sickness letter / notification or referral letter is £15.00. A sickness letter / notification or referral letter may only be requested during a Live Consultation with a Doctor. If you request a sickness letter / notification or referral letter during a Live Consultation, you will be charged accordingly and you will not be entitled to a refund once the letter or notification has been issued.

7.4 Delivery charges for medication:

If you order non-prescription medication, or if you are approved to receive a prescription following a Form Based Consultation, or a Doctor issues you with a prescription during a Live Consultation, you may choose to collect the medication from your Nominated Pharmacy, or have the medication delivered to you. If you choose to have the medication delivered to you, additional charges will apply depending on the nominated pharmacy selected, and you will be advised of these at the time you place your order.

8.0 Orders

8.1 Orders for non-prescription items / vaccinations:

You may place an order for non-prescription medication or vaccinations by completing the checkout process on the Website or on our mobile or tablet application. You will then be contacted by the Nominated Pharmacy when your medication is ready for dispatch/collection, or your vaccination is ready for administration.

If your order is for collection (or administration in the case of vaccinations), we will send you an email with a security code, which you will be required to produce to the Nominated Pharmacy on collection. The Nominated Pharmacy will verify, via the GPS System, whether you have already paid for the non-prescription medication or vaccination by card via the GPS System, or whether you have chosen to pay by cash. If you have chosen to pay by cash, the pharmacy will take payment from you.

If your order is for delivery, the Nominated Pharmacy will advise you once the medication has been dispatched.

8.2 Orders for Form Based Consultations:

Following the completion of your order for a Form Based Consultation, you will receive an email confirming the order has been received. Your order for a Form Based Consultation will then be sent to a Doctor, who will assess your suitability for treatment. You will be advised of
the outcome of the assessment by email.

If your request for a prescription included in your order for a Form Based Consultation has been approved, and the Doctor issues a prescription, you will be contacted by the Nominated Pharmacy once it has accepted the prescription for dispensing and the order is ready for collection.

8.3 If your order is for collection, we will send you an email when your Nominated Pharmacy has dispensed your medication as ready for collection. You will be required to present a photo proof of identity (for example a Passport or Driver’s License) to verify your identity. If you cannot verify your identity the Pharmacy may not supply your dispensed medication.

You will be required to collect your order within seven (7) days from the date you receive notification that your order is ready for collection. If your order is for delivery, the Nominated Pharmacy will advise you once the medication has been dispatched. You will be required to present a photo proof of identity (for example a Passport or Driver’s License) to verify your identity to the delivery driver. If you cannot verify your identity, delivery of the medication may be returned to the Pharmacy. You will required to pay for the cost of re-delivery.

When you request a Form Based Consultation via the GPS System, you will be required to provide your payment details, but you will not be charged the fee quoted to you unless your request for a prescription has been approved by a Doctor.

8.4 Order for test kits:

You may place an order for test kits and services by completing the checkout process on the Website or on our mobile or tablet application. All test kits available for purchase via the GPS System are supplied by: The Doctor’s Laboratory Limited (“TDL”) (Company Number 02201998) 60 Whitfield Street, London W1T 4EU Tel: (0)20 7307 7383 Upon receipt of the test kit, you agree and undertake to follow the instructions provided with the test kit, including without limitation instructions on how to send any samples or swabs back to TDL for analysis and testing. Each test kit will need to be sent back to TDL for analysis and testing. Following receipt of your sample or swab, and following completion of the tests, TDL will send the test results to us. We will then upload the test results onto your Account, and will notify you by email when this has been done. You agree and acknowledge that the test kits and services available for purchase via the GPS System cover only the specific conditions and infections specified in relation to each test kit and service, and that, as with all tests, no test can be 100% effective.

8.5 Orders for Live Consultations:

For a Live Consultation, you must make a booking online and choose a time slot. All appointment times are by reference to local UK time.

Following the completion of your order for a Live Consultation, you will receive an email confirming the order has been received. Your request for a Live Consultation will then be sent to a Doctor. Once a Doctor has accepted your request for a Live Consultation, we will send you an email confirming the start time of your appointment and containing a link to the Live Consultation which will take place by secure video link (or, if you are experiencing any technical problems, by instant messaging service or telephone). You should receive this email within one (1) hour of making your booking. If you do not receive this email, please first check your email junk folder, and if you still haven’t received the email, please contact us
All confirmed appointment times are a guide only, and we cannot guarantee that the Live Consultation will commence at the stated appointment time or within a specified time parameter. At times, due to medical emergencies and other reasons beyond our reasonable control, we may also need to change your appointment time. We reserve the right to do so at any time up to the confirmed start time of your appointment. We will, in such circumstances, write to you to agree an alternative appointment time.

On the date and time of your allocated slot, you must click on the link provided to you to commence your Live Consultation. You will also find this link on your Account with us, which you can access by logging in to your Account on the Website or via our mobile or table applications. The link will become active ten (10) minutes prior to the start of your Live Consultation. The Doctor allocated to you shall be entitled to move on to his/her next appointment if you are more than five (5) minutes late to your appointment, and you will be considered to have missed your appointment. You will be charged in full for all missed appointments.

Following the end of the Live Consultation, the Doctor will, if required, issue a prescription based on the information you provided to the Doctor during the Live Consultation, following which you will be sent an invoice for the Live Consultation.

If the Doctor issues a prescription, this will be either posted to you or sent electronically to your Nominated Pharmacy, as elected by you. Your Nominated Pharmacy will advise you of the cost of the medication by email or on collection. All medication prescribed to you during a Live Consultation must be paid for directly to the pharmacy from which you obtain the medication on production of the prescription.

8.6 Non-acceptance of an order:

Your order may be declined if:

- the medication that you have requested is out of stock or unavailable from your Nominated Pharmacy;
- we are unable to obtain authorisation for payment from the card details you have provided to us;
- the request for a prescription is declined by the Doctor (you will be advised of this by email). The Doctor may also request additional information from you by phone or email which must be provided within 24 hours of the request. If you do not provide the additional information within this timeframe, you may still be charged for the Service without a prescription being provided;
- you do not meet the eligibility criteria as set out within these Terms.

9.0 Payment

9.1 In order to pay for the Services, you will need to provide payment card details. You must have appropriate authority to use the payment card which you use for payment.

9.2 If you book a Live Consultation, you will need to provide payment card details at the time of booking. You card will be pre-authorised at the time of booking, but will not be charged until the Live Consultation has taken place, following which you will be able to access your invoice on your online account for the charges you have incurred.
9.3 You agree and hereby authorise us to either pre-authorise or charge your debit or credit card with any charges for Services or Products that you have purchased from us via the GPS System or from a Doctor during a Live Consultation. Any failure of pre-authorisation or authorisation processes will result in the Services or Products not being provided and any booked consultations will be cancelled. Any unpaid balance shall become payable within seven (7) days of your purchase or completion of a consultation, and if it remains, will incur a late payment interest charge equal to 4% above the Barclays Bank plc base lending rate as published from time to time.

9.4 Payments cannot be made by your employer or insurance company on your behalf unless this has been previously agreed with us.

9.5 Payment processing services are provided by Stripe. The details you provide to us via the GPS System are passed directly to Stripe and will be subject to its terms of use and privacy policy (https://stripe.com/gb/privacy). By inputting payment card details, you are consenting to use of the payment card details by Stripe for the purpose of paying for your order. If you have any questions relating to these services please contact Stripe at privacy@stripe.com.

9.6 The GP Service does not store any of your payment card details on its systems.

10.0 Your Rights To Cancel an Order

10.1 Orders for non-prescription items:

For most products bought online you have a legal right to change your mind and to receive a refund (Consumer Contracts Regulations 2013) up 14 days (known as the ‘cooling-off period’) after the day you (or someone you nominate) receives the goods, or (in the case of vaccinations) until such time that it is administered or (in the case of test kits) until such time that it is used, whichever is the earlier. Please see paragraph 10.4 for details on how to exercise this right.

If you cancel an order for a non-prescription item prior to notification being issued to you that the item has been dispatched or prior to your collection of the item, and you have paid for the item in full, we will reimburse to you all payments received from you in relation to the item, 14 days after the day on which we are informed about your decision to cancel the order.

If you cancel an order for a non-prescription item after notification has been issued to you that the item has been dispatched or after collection of the item by you, the item must be returned to, and received by, your Nominated Pharmacy (in the case of medication) and to TDL (in the case of test kits), before any refund will be paid.

The item must be returned in the condition you received it, which includes keeping any hygiene seals in place. You will lose your right to receive a refund if you unseal a product that needs to be sealed for health or hygiene reasons. Your entitlement to a refund may also be reduced in the event that non-faulty items being returned are damaged or used in any way. The amount by which your refund may be reduced will be dependent on the decrease in value of your use of the item. You should note that should your use mean that your item cannot be resold, this reduction may be 100%.

Please refer to the returns and refunds policy of your Nominated Pharmacy (in the case of medication and vaccinations) and to the returns and refunds policy of TDL (in the case of test kits) for details on how to return an item you are not happy with, the amount of refund you are entitled to and whether or not you are entitled to a refund of any delivery charges you
have paid. Payment of refunds may be withheld until the item has been received.

10.2 Order for Form Based Consultations:

Following your receipt of an order for a Form Based Consultation, we instantly start to provide the service by sending your order to a Doctor, who will assess your suitability for treatment.

Accordingly, you agree that we will have begun the service at your request, and you further agree that if you cancel an order for a Form Based Consultation, we shall be entitled to charge you a cancellation fee based on any reasonable costs that we will have, by then, already incurred, which you agree shall be an amount equal to 100% of the fee quoted to you if the Doctor has already issued a prescription by the time we receive your request for cancellation, or 50% of the fee quoted to you in all other circumstances,

You may not cancel the order, and shall not be entitled to any refund, once your request for a prescription included in your order for a Form Based Consultation has been approved, or a Doctor, following a Form Based Consultation, issues you with a prescription.

10.3 Order for Live Consultations:

You may cancel an appointment for a Live Consultation at any time up to 24 hours before the confirmed start time of your appointment without incurring any charges.

Due to the nature of the service, we need to secure a Doctor’s time for a Live Consultation in advance to ensure his/her availability. Accordingly, you agree that if you cancel an appointment for a Live Consultation within 24 hours of the confirmed start time of your appointment, we shall be entitled to charge you a full cancellation fee of £25 which you agree represents the reasonable costs that we will have, by then, already incurred in providing you with the service.

Once a Live Consultation has started, you will be charged in full for the Live Consultation, and each prescription, sickness letter / notification or referral letter issued to you by the Doctor as a result of the consultation, in accordance with paragraph 5 above.

10.4 Cancelling an order:

If you wish to cancel an order for a non-prescription item prior to receipt by you of notification that the item has been dispatched or prior to your collection of the item, or if you wish to cancel an order for a Form-Based Consultation or a Live Consultation, please call us on 0247 615 8050 or email us at support@theGPservice.co.uk, and provide your name, home address, phone number and details of the order you wish to cancel). You may use the model cancellation form at the end of these Terms, but it is not obligatory.

If you wish to cancel an order for a non-prescription item after notification has been issued to you that the item has been dispatched or after collection of the item by you, please contact your Nominated Pharmacy (in the case of medication) or TDL (in the case of test kits).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

11.0 Problems with the processing of prescriptions, the dispensing of medication and / or the administration of vaccinations, by pharmacies.

11.1 The GP Service has no control over or responsibility for any individual pharmacy, or its policies in relation to the acceptance or processing of prescriptions, the dispensing of
medication, the administration of vaccinations, or delivery or opening times.

11.1.1 If a prescription issued to you by a Doctor, following a Form-Based Consultation or a Live Consultation, or an order for non-prescription medication, is not processed, dispensed or (if applicable) delivered to you, or is not processed, dispensed or (if applicable) delivered to you correctly;

11.1.2 or an order for a vaccination is not processed, or is not processed or administered correctly, by your Nominated Pharmacy, we recommend that you contact the Nominated Pharmacy immediately. You may, in these circumstances, be entitled to a refund from the relevant pharmacy or other form of compensation. You will not, however, be entitled to a refund, either from the GP Service or your Nominated Pharmacy, for the fees you have paid for the Form-Based Consultation or Live Consultation (see paragraph 7.2 above) itself or any prescriptions (£7.49 per prescription) issued by a Doctor following a Form-Based Consultation or a Live Consultation.

12.0 Accessing the GPS System

12.1 Access to the Services relies on you being able to receive data over the Internet via Wi-Fi or a mobile data connection, using a PC, mobile device or tablet. You are responsible for making all arrangements and payments necessary for you to access the Services, including internet and network connections, an appropriate mobile device, and any additional software or hardware required.

12.2 In order to participate in a Live Consultation via the GPS System, you will need to ensure that the operating system and browser you are using meet the following minimum specification:

<table>
<thead>
<tr>
<th>Operating System requirements</th>
<th>Browser requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 10</td>
<td>Google Chrome 40 or greater</td>
</tr>
<tr>
<td>Mac OS X 10.11.6 and newer</td>
<td>GP Service</td>
</tr>
<tr>
<td>Apple iOS App on the appstore : GP Service</td>
<td></td>
</tr>
</tbody>
</table>

We recommend that you check this prior to the confirmed start time of your Live Consultation, as we will not be able to refund your fee if you are unable to connect to a Live Consultation as a result of the operating system and / or browser that you are using, or if you have a poor internet connection.

For the Internet connection, we recommend a minimum of 1MB/s of available bandwidth, and at least 3MB/s of available bandwidth for the best connection for a Live Consultation.

12.3 In the event of a lost connection, the Doctor will endeavour to contact you to re-initiate the consultation or contact you by telephone.

12.4 You agree and accept that we are not responsible for:

(i) The availability of the internet or any communications network; or
(ii) For any errors caused by transmission of information, data or communication over telecommunication carriers or poor Internet connections.
13.0  Unavailability of the Services

13.1  We will do our utmost to ensure that availability of the Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

13.2  In the unlikely event of a problem with the provision, or the unavailability, of the Services:

(i) We will use our reasonable efforts to restore the Services and rectify any defects;

(ii) You will not be required to pay or (if applicable) you shall be entitled to a refund for any Service or Product purchased where we have caused such defect and we were unable to provide you with the Service or Product following your purchase.

14.0  Your use of the GPS System and the Services

14.1  You must not use the GPS System (or any part of it):

(i) in any way that causes, or is likely to cause, the GPS System (or any part of it), or any access to it, to be interrupted, damaged or impaired in any way, or

(ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or

(iii) to cause annoyance, inconvenience or anxiety.

14.2  We reserve the right to withdraw the Services, terminate your Account, remove or edit any associated content and/or terminate or suspend your access to the Services at any time if you are in breach or we reasonably suspect that you are in breach of any applicable laws, these Terms or any other applicable terms and conditions, guidelines or policies, or if we cease to offer (or change the way in which we offer) the GPS System or the Services. You will not be entitled to any compensation for such withdrawal, removal, termination or suspension. Following termination or suspension of your access to the Services for any reason, we may retain your Account details and other records relating to you for record keeping.

14.3  By proceeding to use the GPS System, you agree to the following:

(i) The services provided to you are conditional upon you providing information by completing the consultation questionnaires on our website truthfully and honestly. You must disclose all relevant information truthfully to the best of your knowledge. This applies to both completed questionnaires as well as any other communication with a Doctor.

(ii) The Services and Advice provided to you when you use the GPS System is based on the information you have supplied. It is your responsibility to ensure this information is accurate and complete and you accept that failure to do so (whether intentionally or not) will affect the Advice given to you and the medicines prescribed to you and, as such, may have consequences for which neither we or any Doctor can be responsible for.

(iii) We cannot accept liability and are not liable for any loss, damage or distress that you may
suffer as a result of your failure to follow Advice provided to you when you use the GPS System or from your failure to pass on information to your regular healthcare provider. You accept that the Advice given to you by any Doctor does not replace the advice you receive from your regular healthcare provider. You must tell your regular healthcare provider about any treatment and/or medication that you receive through use of the GPS System.

(iv) You agree that you are solely responsible for ensuring that you understand the questions in the questionnaires you complete when using the GPS System. If you are unsure about any questions or you do not fully understand the Advice given to you, please do not continue the process any further and instead contact your regular healthcare provider.

(v) If medication is prescribed and dispensed to you, you are responsible for checking that the medication dispensed by your Nominated Pharmacy is the correct medication and that such medicine is not damaged in any way. If in doubt, you must contact the Nominated Pharmacy to seek advice. You must carefully read all product packaging and labels prior to taking any medication or commencing treatment.

(vi) Where you are being provided with Services that involve a Doctor who you know, are connected to or who works at a practice where you are registered under the National Health Service (NHS), you must immediately notify that Doctor, who will then arrange for another appointment with an alternative Doctor. The Services cannot be used to replace a service provided by the NHS.

14.4 By registering with us, and placing an order through the GPS System, you warrant and represent to us that:

(i) you are legally capable of entering into binding contracts;
(ii) you are resident in the UK;
(iii) you are at least 18 years old;
(iv) you are accessing the GPS System from within the UK;
(v) you have not registered with us more than once and only for yourself;
(vi) you have provided your legal name and permanent address;
(vii) you have answered all questions truthfully and fully and you have not omitted anything of importance; and
(viii) you have not completed the questionnaires on behalf of anyone other than yourself.

14.5 You further undertake that:

(i) you will not take part in a Live Consultation or use the Services on behalf of anyone other than yourself;

(ii) you will comply with any instructions given in relation to any prescription provided to you including in particular route of administration, timing and dosages, and you will promptly report any side effects of any prescription to a Doctor;

(iii) you will not use any medication prescribed to you after its expiry date;
(iv) you will immediately notify us or the Doctor with whom you have a Live Consultation if any information held on the GPS System about you is inaccurate or incomplete;
(v) in the interests of maintaining privacy and security of information, you will not make any private copies of any recordings of consultations or allow anyone other than yourself to access information from your Account;
(vi) if you have any concerns or doubts about any Advice you receive or fail to receive as a result of using the Services, you will seek immediate medical help from the emergency
services or your GP or other registered health professional; and and
(vii) you will not permit any unauthorised person to access your prescription or use medication prescribed to you.

15.0 Limitation of Liability

15.1 Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or limited under applicable law. Nothing in these Terms shall affect your statutory rights.

15.2 Except as may be expressly set out in these Terms, all conditions, representations and warranties relating to the GPS System are excluded to the maximum extent permitted by law.

15.3 We shall not be liable for any defects or errors in the GPS System or the Services, nor interruptions in or unavailability of the Services, nor any breach of any obligations due to a cause beyond our reasonable control.

15.4 Subject to paragraph 15.1 above, and to the extent permitted by law, neither the GP Service, any Doctor or any third parties involved in or connected with the provision of the Services shall be liable for:

(i) any loss, damage or distress arising from reliance on information or reliance on availability of the Services; or
(ii) any indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data or content), incurred by you or any user of the Services as a result of using the GPS System.

15.5 Subject to paragraph 15.1 above, and to the extent permitted by law, neither the GP Service, any Doctor or any third parties involved in or connected with the provision of the Services shall be liable for any loss, damage or distress arising in circumstances where the Services, Advice or Products are used for any treatment that is urgent, is an emergency or where a physical face to face examination is required or where the issue is suited to non-remote communication. We advise that, in any of these circumstances, you contact your GP, other medical practitioner or the emergency services.

15.6 The GP Service is a distinct and separate entity to:

15.6.1 the pharmacies listed on the Website, including any Nominated Pharmacy;

15.6.2 any other third party referred to in these Terms as a supplier of Products (including, without limitation, TDL).

15.7 In the circumstances, and to the extent permitted by law, the GP Service disclaims any liability for any acts or omissions of these pharmacies. The GP Service has no control over or responsibility for any individual pharmacy, or its policies in relation to the acceptance or dispensing of prescriptions, the supply of other products and services, or delivery or opening times.

15.8 All Doctors are also independent contractors and any Advice provided or offered to you by a Doctor is the sole responsibility of that Doctor. In the circumstances, and to the extent permitted by law, the GP Service does not warrant or make any representation as to the Advice provided by any Doctor, and disclaims any liability for the acts or omissions of any Doctor.
15.9 Without prejudice to the exclusions and other limitations on our liability, our total liability to you in connection with the Services whether under contract, tort, statute, common law or otherwise (and including for negligence or wilful default) shall not in any circumstances exceed £1,000.

16.0 Content on the GPS System

16.1 The GP Service does not warrant or make any representation as to the accuracy of any information or advice or any material or links to any articles or publications on the Website or any part of the GPS System. The GP Service provides the service of connecting users to a Doctor and pharmacies via the GPS System, and does not directly or indirectly undertake any form of medical practice. Any information provided on the Website or any part of the GPS System is for educational and informational purposes only, and none of it should be construed or relied upon as medical advice, unless it is directly provided to you by a Doctor.

16.2 The GP Service does not accept any responsibility for any loss which may arise from reliance on any information contained on the Website or any part of the GPS System.

17.0 Intellectual Property Rights

17.1 You acknowledge that the GPS System, and all content published and/or stored on it, are protected by copyright, database rights, trade marks and other intellectual property rights of us and our licensors, as applicable, and all rights not expressly granted to you are reserved to us and our licensors.

17.2 We hereby grant you a non-exclusive and non-transferable licence to:

(i) use the GPS System;
(ii) to access the information and data stored on the GPS System; and
(iii) install and use a copy of our mobile and tablet application on your mobile device or tablet, for the purpose of accessing and using the Services, in accordance with these Terms.

17.3 You may not use the GPS System or the Services in any way incompatible with their intended purpose nor in any unlawful or unauthorised manner and, in particular, you may not:

(i) make any copy of our mobile or tablet application (other than the permitted copy on your mobile device and/or tablet and a single back-up copy to the extent necessary to exercise your rights under this Agreement); nor
(ii) modify, adapt, reverse engineer, decompile or disassemble, create derivative works of, publish, distribute or commercially exploit the GPS System (or any part of it) or any content of the Services; nor
(iii) remove any copyright or proprietary notices on the GPS System or the content of the Services; nor
(iv) use, distribute or disclose confidential, personal or sensitive information within the content of the GPS System or the Services without appropriate authority; nor
(v) make any unlawful or unauthorised use of our (or our service providers’) equipment, networks, systems or software (including attempting to gain unauthorised access, introducing any computer virus or malware, or inhibiting their operation).

18.0 Links from the Website
Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

19.0 Communication - Written/Email

19.1 You accept that communication with us will be mainly electronic and where such information would normally under applicable laws be required to be sent to you in writing you waive this right and agree to receive any such information from us electronically. We will contact you by e-mail or provide you with information by posting notices on the Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

The GP Service can be contacted by writing to The GP Service (UK) Ltd, Coventry University Technology Park, The TechnoCentre, Puma Way, Coventry CV1 2TT or by emailing us at support@theGPService.co.uk.

20.0 Changes

20.1 We may make changes to the GPS System, any content or material published on the GPS System, the Services or these Terms at any time at our absolute discretion. Depending upon the changes we may require you to read and accept a new agreement for you to continue to use the GPS System and the Services.

20.2 If reasonably requested by us from time to time (by means of a notice within the Services, on the website, within the relevant application store or otherwise), you agree to install and use an upgraded version of our mobile or tablet application in place of your current version, or to uninstall our mobile or tablet application if we cease to offer it and the Services to the public.

21.0 Use of your Personal Information

21.1 You agree to our use of your personal information as set out in our Privacy Policy https://thegpapvice.co.uk/privacy

21.2 In particular, any personal information relating to you that you provide to us or that is generated as a result of your use of the Services (e.g. the results of any consultation with a Doctor) may be used to:
(i) provide the Services, Advice and/or Products purchased;
(ii) provide information to other healthcare providers and professionals;
(iii) take payment for the Services and/or Products purchased;
(iv) provide relevant information to Doctors and Nominated Pharmacies involved in conducting consultations with you and / or dispensing prescriptions;
(v) detect or prevent fraudulent activity; and
(vi) comply with requests by any regulatory authority.

21.3 If you have any concerns in relation to the way we are using your personal data, please contact us at support@thegpapvice.co.uk

22.0 Feedback / Complaints
22.1 If you wish to provide us with any feedback, please email us at support@theGPservice.co.uk.

22.2 In the event that you wish to make a complaint, you may do so by emailing us at the email address noted above or by writing to us at The GP Service (UK) Limited, Coventry University Technology Park, The TechnoCentre, Puma Way, Coventry CV1 2TT. 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.

22.3 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.

22.4 We endeavor 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.

22.5 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.

23.0 General

23.1 All provisions of this Agreement which by their nature are intended to continue shall survive termination, including terms relating to exclusions and limitations of liability, intellectual property restrictions and on-going use of your data.

23.2 Termination of this Agreement or the Services shall not affect accrued rights and liabilities of you or us up to the date of termination.

23.3 No provision of this Agreement is intended to be enforceable by any person other than you and us.

23.4 We may, without your consent, sub-contract provision of the App, the Web Ordering Tool and the Services or sub-license our rights under this Agreement or our third party service providers.

23.5 We may, without your consent, assign or transfer any or all of our rights and obligations under this Agreement to any successor in title of all or part of the App, the Web Ordering Tool, the Services, or intellectual property or other rights or obligations subsisting in relation to the same.

23.6 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23.7 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations
and understandings between them, whether written or oral, relating to its subject matter.

23.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. Nothing in this paragraph clause shall limit or exclude any liability for fraud.

23.9 If any provision of this Agreement is found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal, whilst maintaining or giving effect to its commercial intention.

24.0 We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond our reasonable control. This does not affect your legal right to have goods sent or services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

24.1 This Agreement is governed by the laws of England and Wales, and the courts of England and Wales shall have jurisdiction to hear any disputes arising in connection with it.
Cancellation Form

(Cancel one if you wish to withdraw from the contract)

By post to:

The GP Service (UK) Limited,
Coventry University Technology Park,
The TechnoCentre, Puma Way,
Coventry,
CV1 2TT,

Or by email to:

support@theGPService.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate
9. PRIVACY NOTICE

Last Updated on 12th December, 2018

This privacy notice provides information on how The GP Service (UK) Limited (“the GP Service”, “we” or “us”) uses personal data relating to users (“you”) of its website at www.thegpservice.co.uk (“the Website”), its mobile and tablet applications and its software (together the “GPS System”), and to users of any of the services accessible via the GPS System.

Please read this privacy notice carefully to understand our views and practices regarding your personal data, how we will treat it, your rights and how to contact us.

BY USING THE GPS SYSTEM, AND BY GIVING YOUR INFORMATION TO US, YOU INDICATE YOUR CONSENT TO US AND THIRD PARTIES COLLECTING AND USING YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE TERMS SET OUT IN THIS NOTICE.

This privacy notice forms part of the GP Service’s Terms and Conditions at https://www.thegpservice.co.uk/terms Please print a copy for your records and future reference.

1. Who is the GP Service?

The GP Service is the trading name of The GP Service (UK) Limited, a company registered in England and Wales with company number 09359853, and registered with the Information Commissioner’s Office under number ZA194910.

The GP Service provides an online service that brings together patients, doctors and pharmacies, and that aims to facilitate the purchase by users of non-prescription medication, vaccinations and other products (“Products”) for supply by a pharmacy or other third party. It provides this service and related services (together the “Services”) via the GPS System.

The GP Service acts as a data controller in its use of your personal data, as described in this privacy notice.

You can contact the GP Service by using the contact details set out at Section 10 below.

2. Collection of data by the GP Service

2.1. Registration details

If you use the GPS System or install any of the GP Service’s mobile or tablet applications, you will be asked to register with the GP Service and provide certain information in order to create an account and receive the Services.

Registration information may include:

- your name, telephone number and email address;
- your postal address;
- the telephone number of the mobile device on which you have installed the GP Service’s mobile application or use the GP Services web service; and
- your date of birth (which will be used to check you are over 18 years of age and as an
additional identity check should you need to get in contact with the GP Service).

- Details of your regular NHS GP.

2.2. Data collected when you use the Services

2.2.1 When you use any one or more of the Services, we may also ask you for and/or collect:

- your title, first name(s), last name, date of birth, email address, permanent address, gender.
- your payment card details (which will be used for the purposes of paying for your order but will not be stored by us);
- medical information about you (for example, any illnesses, medical history, prescriptions provided);
- data relating to the Products and Services you purchase via the GPS System; and
- a record of any consultations you have with a doctor via the GPS System, together with details of the care, advice and / or treatment that you receive from any such doctor.

2.2.2 Summary Care Record (SCR) and NHS Number.

Where you have opted in to allow us access to your Summary Care Record. We will need to access the Personal Demographics Service (PDS) which is the national electronic database of NHS patient details such as name, address, date of birth and NHS Number (known as demographic information). Each individual record on the PDS contains identifiable data. The data items held include NHS Number, name, date of birth, gender, GP practice, address(es) and contact details (such as telephone numbers and email addresses) amongst other relevant details. Data is also held, where applicable, on certain patient preferences such as nominated pharmacy and whether the record is marked as 'sensitive'.

NHS Digital operates PDS as part of the Spine under direction from the Secretary of State for Health and is the Data Controller. PDS serves as the register of patients registered for, or otherwise in receipt of, health and care services commissioned by NHS organisations in England and Wales.

Any medical information that we collect about you is categorized as sensitive personal data under the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) introduced on 25th May, 2018.

2.3 Contacting the GP Service

If you contact the GP Service in relation to any of the Services or any part of the GPS System (via email, telephone, post or otherwise), we may collect and retain your contact details (name; email address; phone number) and your communication for the purpose of handling your query and keeping records of communications. Your contact details will not be shared or used for marketing purposes.

2.4 Data we receive from other sources

All test kits available for purchase via the GPS System are supplied, and all testing is carried out, by The Doctor’s Laboratory Limited (“TDL”) (see paragraph 8.2 of the GP Service’s Terms and Conditions) at https://www.thegpservice.co.uk/terms Following completion of the tests by TDL, TDL will send the test results to us, for uploading onto your Account.
We also work closely with other third parties (including, for example, business partners, subcontractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies), and we may sometimes receive information about you from them.

All such information may be combined with the data you provide to us when you register with the GP Service and / or when you use the Services, and the combined data may be used by us for the same purposes outlined in this notice.

3. How we use your data

We use the data that you provide to us when you register with the GP Service, and the data that we collect when you use the Services or contact us, as follows:

- to provide you with the Services that you request from us in accordance with our obligations under any agreement entered into with you;
- to communicate with you in the event that any services requested are unavailable or if there is a query or problem with your order;
- for record keeping purposes;
- where you have provided your consent, your name, email address and contact number may be used to provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you (you may unsubscribe from this at any time by contacting us using the contact details in section 10 below);
- to ensure that content on the GPS System is presented in the most effective manner for your device;
- to take payment for the Services and/or Products you purchase via the GPS System; and
- to notify you about changes to our Services or to the GPS System.

We may also use and disclose your personal data:

- to track and analyse activity on the GPS System;
- for internal operations, including troubleshooting, data analysis, testing, measuring advertising effectiveness, research and/or survey purposes;
- to perform a range of other business intelligence functions to optimise the Services and introduce new offerings;
- to check your compliance with the GP Service’s Terms and Conditions at www.thegpservice.co.uk/terms
- for the administration and maintenance of the GPS System and the Services;
- for compliance with legal obligations, or protection and enforcement of legal rights; and/or
- to detect or prevent fraudulent activity.

3.1 How long we hold personal information.

The service takes into account relevant guidance, including that from the Care Quality Commission’s Schedule of Applicable Guidance.

- All records will be held securely.
- Access will be restricted to persons who have a need to access such documents as appropriate (e.g. Registered Person(s) or where relevant, practitioners).
• The records will be maintained for a minimum of 11 years from date of last entry where patient details are contained within the documentation. All records will be destroyed by shredding after the retention period.

Patient records will be kept for the time period required under relevant legislation.

4. Sharing your data

The GP Service will never sell information that can be used to personally identify you to a third party.

However, you agree that The GP Service may share and disclose your personal data for the purposes outlined at Section 3 above to third parties, including your personal data with third parties as follows:

4.1. Disclosure to doctors, pharmacies and The Doctor’s Laboratory

The GP Service may share and disclose:

• your personal data (including any medical information you provide to us) with the doctor allocated to you to carry out a consultation for the purposes of enabling the relevant doctor to provide you with medical services, a diagnosis and treatment;

• your personal data (including any medical information you provide to us and any medical information that is generated through your use of the Services such as a record of any consultations you have with a doctor via the GPS System, together with details of the care, advice and / or treatment that you receive from any such doctor) to your NHS General Practitioner (“GP”), unless you specifically opt out of this when using our Services (this is a compliance requirement of the General Medical Council); and

• your basic identification data with the pharmacy selected by you at the time you place your order via the GPS System (or, if that pharmacy fails to or declines to accept your prescription for dispensing, the pharmacy nominated by us and notified to you by email) for the purposes of enabling the pharmacy to verify your identification on collection of your prescription or deliver your prescription to you.

• your basic identification data for test kits. All test kits available for purchase via the GPS System are supplied by TDL. Accordingly, when you place an order to purchase a test kit via the GPS System, we will also share your basic identification data with TDL for the purposes of enabling TDL to provide the test kits to you.

4.2. Disclosure to other third parties

The GP Service may share and disclose your personal data for the purposes outlined at Section 3 above to third parties, including:

• our service providers and professional advisers:
• The nominated pharmacy of your choice
• w2globaldata.com: ‘Know Your Customer’ checks
• NHS Digital: Summary Care Records
• The nominated GP: patient records
• any investor, lender, purchaser or (on terms of confidentiality) likely investor in, or
purchaser of, the GP Service’s business; and
• other third parties where required or permitted by law.

4.2.1 Marketing Information

Where you have opted in to receive marketing information, your data may also be passed to third parties including Mail Chimp, Eventure Internet Ltd and Trustpilot.

Data passed to these third parties for marketing purposes, includes:

• Title, First name, Last name, Email address

This data will be stored for email marketing purposes only and will not sell or share your personal data.

In these circumstances, we will ensure that personal information is properly protected and that it is only used in accordance with this privacy notice.

4.3 Disclosure for the purposes of law and enforcement

Where we are legally required to do so, we will also share your information with any authority to prevent cybercrime or fraud or to protect the intellectual property of the GPS System or personal safety rights of any individual. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

5. Payment

Payment processing services are provided by Stripe Inc. The details you provide to us via the GPS System are passed directly to Stripe Inc and will be subject to its terms of use and privacy policy by the Stripe Connected Account Agreement, available at https://stripe.com/connect/account-terms. By inputting payment card details, you are consenting to use of the payment card details by Stripe Inc for the purpose of paying for your order. If you have any questions relating to these services please contact Stripe Inc.

For avoidance of doubt, if any payment you initiate using the Service does not successfully complete, the payee reserves the right to seek payment from you via or outside the Service. Any authorization you provide to make repeating automatic payments using the Service will remain in effect until cancelled. You must have appropriate authority to use the payment card that you use for payment.

The GP Service does not store any of your payment card details on its systems.

Storage and security of your personal data

Your personal data is stored in electronic and physical records maintained by the GP Service and/or its service providers.

The security of all personally identifiable information associated with you is taken very seriously and all data supplied is treated confidentially. We therefore have several security measures in place to try to protect against the loss, unauthorised use and corruption of any personal data that is under our control. We review our security and privacy policies regularly and improve them where it is reasonably possible to do so. We do not guarantee that loss, unauthorized use, corruption and/or alteration of information will never occur, but we use all
reasonable efforts to prevent it.

Please note that the input of data over the internet is never fully secure. We cannot, therefore, guarantee the security of data you submit via the Website or the GPS System in transit over the internet and any such submission is at entirely your own risk. Please ensure that you never leave your device logged on or use the GPS System or the Services in a public place where others can potentially see your details.

We run our applications in HTTPS secure mode and all textual, audio and video information is encrypted.

Transfer of personal data outside the EEA

Whilst the GP Service is based in the UK, it and its service providers may have servers located outside the European Economic Area ("EEA"), where the laws may not give the same level of protection to personal data as within the UK. By submitting your personal data, you agree to allowing your personal data to be transferred, processed and stored overseas as set out in this paragraph.

Data that we collect from you may also be processed by persons operating outside the EEA who work for us or for one of our suppliers. Such persons may be engaged in, among other things, the provision of certain services, which allow us to provide the Services to you. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy notice.

6. Cookies

We reserve the right to collect technical data about the type of browser software or operating system you are using for the purposes of tracking website use, or improving the services offered through the GPS System. This information will be not used to identify you personally.

We may also place a ‘cookie’ on your browser to provide us with information about your use of the Website, and to help us identify you when you return to the site so that your preferences can be stored. Using cookies helps us to improve our Website and to deliver a better and more personalised service. We may also use cookies to identify repeat visitors. You can remove cookies from your computer at any time, and choose to disable cookies in your internet browser settings. Without cookies enabled, we cannot guarantee that the Website and your experience of it are as we intended it to be.

The length of time a cookie stays on your device depends on its type. We use two types of cookies on the Website, as follows:

- Session cookies are temporary cookies which only exist during the time you use the Website (or more strictly, until you close the browser after using the Website). Session cookies help the Website remember what you chose on the previous page, avoiding the need to re-enter information.

- Persistent cookies stay on your device after you have visited the Website. For example, when you log onto the GPS System, a persistent cookie will be used to remember your preferences, so that the system remembers your choice the next time you log in. Persistent cookies help us to identify you as a unique visitor but do not contain any information that could be used to identify you to another person.
• We also use web analytics services from other companies to track how visitors reach our site and the path they take through it. These companies use cookies to help us improve our service to you.

• You can also learn more about cookies by visiting www.allaboutcookies.org, which includes additional useful information on cookies. It also shows how to block cookies using various types of browser.

7. External Links

Although the Website only looks to include quality, safe and relevant external links users should always adopt a policy of caution before clicking any external web links mentioned throughout the Website or any part of the GPS System.

If you follow a link to any external web links mentioned throughout the Website or any part of the GPS System, please note that these external websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal information to these websites.

8. Social Media Platforms

Communication, engagement and actions taken through external social media platforms that we participate on are subject to the terms and conditions as well as the privacy policies of those social media platforms.

You are advised to use social media platforms wisely and communicate/participate on them with due care and caution with regard to your personal information. We will never ask for personal or sensitive information through social media platforms and we encourage users wishing to discuss sensitive details to contact the relevant platform provider through primary communication channels such as by telephone or email.

The Website and the GPS System may use social sharing buttons which help share web content directly from our web pages to the social media platform in question. Where you use such social sharing buttons you do so at your own discretion – you should note that the social media platform may track and save your request to share a web page respectively through your social media platform account. Please note these social media platforms have their own privacy policies, and we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal information to these social media platforms.

8.1 Shortened Links in Social Media

We may through our social media platform accounts share web links to relevant web pages. By default some social media platforms shorten lengthy URLs.

Users are advised to take caution and exercise good judgement before clicking on any shortened URLs published on social media platforms by us. Despite the best efforts to ensure only genuine URLs are published, many social media platforms are prone to spam and hacking and therefore we cannot be held liable for any damages or implications caused by visiting any shortened links.

9. Removal of your details
You may request deletion of your account on the App or the Web Ordering Tool and information submitted and collected at any time by contacting:

The GP Service (UK) Limited
Coventry University Technology Park,
The TechnoCentre,
Puma Way,
COVENTRY,
CV1 2TT
support@theGPService.co.uk

However, the GP Service may retain certain aspects of your account and other personal details for the purposes of maintaining records of their dealings with you, analysis and statistics.

The GP Service may delete your account in accordance with clauses 5.4 and 14.2 of the GP Service’s Terms and Conditions available on our website, including in the circumstances where you breach its terms or have not used the Services for a substantial period of time.

10. Access to your personal data

If you would like to access a copy of any personal data which the GP Service holds about you, or if you wish to change your consent regarding marketing communications, please send a request by email or by post using the contact details in below. Alternatively, you may opt out by following any Unsubscribe link contained within marketing communications.

You have the right, in certain circumstances, to object to the GP Service processing your personal data or to request that your personal data is corrected or deleted. Please contact us:

The GP Service (UK) Limited
Coventry University Technology Park,
The TechnoCentre,
Puma Way,
COVENTRY,
CV1 2TT
support@theGPService.co.uk

11. Queries

If you have any queries in relation to the processing of your personal data by the GP Service Limited, please contact us:

By post: The GP Service (UK) Limited, Coventry University Technology Park, The TechnoCentre, Puma Way, COVENTRY, CV1 2TT

Or

By email: support@theGPService.co.uk

By phone: Please ask for the Admin Team between the hours of 9.30am and 6.00pm Monday to Friday on 0247 615 8050.
Note: If you require assistance for a video consultation booking or require support for an appointment you can speak to us by calling 0247 615 8050 between the hours of 8.00am and 8.00pm Monday to Sunday.
12. Changes to this privacy notice

Privacy laws and practice are constantly developing and we aim to meet high standards. Our policies and procedures are, therefore, under continual review. We may, from time to time, update our security and privacy policies and suggest that you check this page periodically to review our latest policies.