

# Terms and conditions



*Person responsible for review of this protocol:* Dr Katie Barber (Lead)  
*Date of last review:* October 2023  
*Date of next review:* October 2025

## Introduction

Please read these Terms and Conditions carefully before using our services. This includes using our Sites ([www.oxfordmenopause.com](http://www.oxfordmenopause.com) and [www.thecarriagehouseclinic.com](http://www.thecarriagehouseclinic.com)). By using our services, you confirm that you accept these Terms of use and that you agree to comply with them.

These Terms and Conditions set out who we are, how we will provide services to you, how you and we may change or end the contract, what our liability to you is and other important information. When booking an appointment, you agree to receive the services through an in-person consultation at the clinic or a remote consultation. We reserve the right to conduct our appointments either via an in-person consultation at the clinic or a remote consultation.

We recommend that you print a copy of these for future reference.

## Changes to Terms and Conditions

We may make changes to these Terms and Conditions from time to time. Each time you wish to use our services or site, please check these terms to ensure you understand the terms that apply at that time. These Terms and Conditions were updated December 2023.

## Terms and Conditions of business

Oxford Menopause Ltd is a private clinic which provides general practice (GP) medical services and specialist medical services relating to the treatment of the symptoms of the menopause and perimenopause and women's health.

Please read the following important Terms and Conditions which will apply to all services which we provide to you, if you do not agree to these Terms and Conditions, we will be unable to provide the services to you.

## **SERVICES PROVIDED BY OXFORD MENOPAUSE LTD DO NOT INCLUDE EMERGENCY SERVICES.**

If you require emergency medical attention, or any other treatment that is urgent, we advise that you contact your NHS General Practitioner (GP), 111 or the emergency services. The services and any advice provided by Oxford Menopause Ltd is provided for non-urgent circumstances only, in no way are these services intended to replace the services of the NHS.

Medical emergencies can include (but the following is not an exhaustive list):

- acute severe chest pain;
- an acute confused state or loss of use of normal function;
- fits that are not stopping;
- loss of consciousness;
- breathing difficulties;
- severe bleeding that cannot be stopped;
- severe allergic reactions; and
- severe burns or scalds.

## Definitions in this Contract

- ‘advice’ means any medical advice or information provided by Oxford Menopause Ltd to you (whether via the telephone, by video call, in email or in person)
- ‘appointment’ means the agreed time for any consultation arranged and reserved through our booking system or through direct booking with the service
- ‘associated services’ means health and wellbeing services provided by our third party suppliers
- ‘booking confirmation’ means the email confirming your appointment for a consultation
- ‘charges’ means the fees for the services shown on our website located at [www.oxfordmenopause.com](http://www.oxfordmenopause.com) and [www.thecarriagehouseclinic.com](http://www.thecarriagehouseclinic.com)
- ‘consultation’ means any appointment scheduled with the service
- ‘contract’ means the booking form(s) and these terms and conditions
- ‘effective date’ means the commencement date of the contract being the date of the booking confirmation for your new patient consultation
- ‘health care professional’ means a health care practitioner (doctor, nurse and/or pharmacist) engaged or employed by Oxford Menopause Ltd who provides advice, or constructs and implements the treatment plan
- ‘initial consultation’ means your first appointment with us for the provision of medical advice
- ‘new patient medical questionnaire’ means the new patient medical questionnaire sent to you prior to your attending your first appointment
- ‘medicine’ means the medicines prescribed as part of the services
- ‘overseas’ means a person who is domiciled outside the UK, Channel Islands and Isle of Man
- ‘patient’ means a patient who receives services from Oxford Menopause Ltd
- ‘remote consultation’ means a consultation conducted via the Semble video conferencing service or by telephone
- ‘services’ means those services that we agree to provide you, these may include (but are not limited to) advice, access to doctors, treatment plans, provision of treatments, referrals to other health care professionals, prescribing medicines at any consultations and obtaining pathology samples
- ‘site’ means our Oxford Menopause Ltd website located at [www.oxfordmenopause.com](http://www.oxfordmenopause.com) and [www.thecarriagehouseclinic.com](http://www.thecarriagehouseclinic.com)
- ‘Semble’ means our clinical records system and video conferencing service provider
- ‘treatment plan’ means your individualised treatment plan devised by your doctor
- ‘we’, ‘us’ or ‘our’ means Oxford Menopause Ltd
- ‘you’ or ‘your’ means a patient.

## Who we are

Oxford Menopause Ltd is a company registered in England and Wales under company number 13618225. Our registered office is at: The Carriage House Clinic, School Road, Ardington, Oxon, OX12 8PQ.

# Terms and conditions



We provide the services in-person, by telephone or via video conferencing service provided by Semble, our medical software partner. The charges for the services are set out on our website. The provision of the services to you by us are subject to these terms and conditions. If you have any questions about this Contract, please contact us by emailing [patients@oxfordmenopause.com](mailto:patients@oxfordmenopause.com) or by calling us on 01235 634606, our telephone lines are staffed 0900-1300 Mon/Weds/Fri and 0900-1700 Tues/Thurs.

We are regulated by the Care Quality Commission (CQC). The CQC monitors, inspects and regulates health and social care services. You can find out more information at <https://www.cqc.org.uk/>

We subscribe to the GMC standards of good practice:

<https://www.gmc-uk.org/ethical-guidance/ethical-guidance-for-doctors/good-medical-practice>

All our doctors are registered with the General Medical Council and those providing GP services hold valid licences to practice as GPs. Doctors are subject to annual appraisal, and adhere to the process of continuing medical education and revalidation as set out by the General Medical Council. All Doctors hold appropriate valid medical indemnity insurance with approved UK medical defence organisations.

## Complaints

Please contact us at [enquiries@oxfordmenopause.com](mailto:enquiries@oxfordmenopause.com) or call 01235 634606 if you wish to make a complaint. Please refer to our complaints policy on our website for full details.

## Your privacy and personal information

Our Privacy Policy is available at <https://www.oxfordmenopause.com/policies>

Your privacy and personal information are important to us. Any personal information which you provide to us will be dealt with in accordance with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information. Your personal information will be stored on our clinical records system and video conferencing service provider, Semble.

## Booking Appointments for Consultations and receiving Services from us

The information below sets out how and when a legally binding contract between you and us is made.

- To make an appointment for an initial consultation you can either book online via the 'book an appointment' section of our Site or call us on 01235 634606.
- You may only book an appointment if you are at least 18 years old and possess the legal right and ability for themselves or any child of whom you are a parent or legal guardian to agree to these Conditions.
- You are required to register with us and you agree to provide us with true, accurate and complete information necessary for us to be able to provide the services. This information may include the following:
  - your full name, including any middle names
  - your date of birth

- your full postal address including post code
- your mobile telephone number or other contact number
- your GP's name and practice address
- Once you have booked your consultation we will send you our new patient medical questionnaire via email for you to complete and return.
- When you book your appointment for your initial consultation we will communicate our acceptance of your booking with a booking confirmation via email. You should receive this within an hour of making your booking. If you do not receive confirmation, please contact us.
- The contract will commence on the effective date.
- Until and unless we communicate our acceptance of your appointment for your initial consultation with a booking confirmation your request for an appointment has not been accepted and no contract for the provision of services has been entered into.
- We do not guarantee the availability of any particular Doctor at any particular time.
- We will do what we can to arrange a consultation with a Doctor as soon as possible, but do not guarantee to offer consultations within a particular time.
- Clinic appointments shall be limited to the time slot selected at the time of booking the appointment.

If you are under the age of 18, then we may require you to be accompanied by a parent or guardian at the time of our medical assessment.

There may be times, due to emergencies and other reasons beyond our control, when we may need to change your appointment date and time. In these circumstances, we will call or email you to agree a suitable alternative appointment.

Subsequent consultations can be booked via our online booking system, in person or by contacting us via the contact details included in this document.

## Carrying out the Services

We provide general medical and specialist women's health and menopause services to patients. Our services operate outside of the National Health Service and we receive no government funding. A charge is applied for our services which includes in person clinic appointments, telephone or video consultations and emails. We will prescribe medications where prescribed or provide these as part of our services. Where required, and with your consent, we will liaise closely with other health care professionals and services and provide referrals as required.

We will carry out the services as set out in the relevant booking confirmation unless agreed otherwise. You acknowledge that our ability to carry out the services may be affected by events beyond our reasonable control. We will try to start or restart the services as soon as those events have been resolved, however there may be a delay before we can begin or resume the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances.

The doctors will confirm personal details with you prior to starting any consultation. This applies to both in person and remote consultations at Oxford Menopause Ltd.

# Terms and conditions



With your consent, we will share your medical notes with your NHS Doctor. You understand that no third party (including your NHS GP) is under any obligation to action any instruction or recommendation provided by a Doctor.

## Your obligations

- We can only provide the Services in accordance with these Conditions if you provide us with the information we need in order to help you.
- Any information you give to us or to a Doctor, must be accurate and in English.
- You agree to follow any instructions regarding the use of any medicines or healthcare products we recommend or prescribe (including in respect of use-by dates).
- You agree to report any adverse or unexpected effects of treatments we recommend to us.
- You agree to tell us if any of our information about you is or becomes inaccurate or incomplete.

## Fees

All fees, including consultations, procedures and administrative tasks are documented on the site. All medicines prescribed must be paid for directly with the pharmacy from where you obtain the medication.

## Payment

We accept most credit cards and debit cards as payment for the service. We do not accept cash or cheques.

In order to pay the charges for the services you will need to provide to us payment card details at the time of booking your appointment. You must have appropriate authority to use the payment card which you use for payment. Your card will be charged at the time of booking your consultation. You agree and authorise us to charge your debit or credit card with any charges for services or products that you have purchased. Any failure of authorisation processes will result in the services or products not being provided and any booked consultations will be cancelled. We do not currently take payments from insurance companies.

Payment processing services are provided by Stripe (online bookings and any payments made through Semble) or Lloyds Bank Cardnet, a merchant service provider (for telephone bookings and in person transactions).

- Payment details which you provide to Stripe are subject to its terms of service: <https://stripe.com/en-gb/checkout/legal> and privacy policy <https://stripe.com/engb/privacy>
- Payment details provided to Lloyds Bank Cardnet are subject to its terms of service: <https://www.lloydsbankcardnet.com/terms.html> and privacy policy <https://www.lloydsbankcardnet.com/privacy.html>

By inputting your payment card details, you are consenting to the use of the payment card details by Stripe/Lloyds Bank Cardnet for the purpose of paying for your order. If you have any questions relating to these services, please contact Stripe/Lloyds Bank Cardnet.

We do not store any of your payment card details on our systems and we shall incur no liability for the failure or data breach by any third-party provider including (but not limited to) Stripe, Semble, Lloyds Bank Cardnet or providers of associated services to keep your information secure.

All prices are in pounds sterling (£)(GBP).

## Cancellation Policy

If you are unable to attend an appointment already scheduled, please do try to give us as much notice as possible. To cancel an appointment please email [patients@oxfordmenopause.com](mailto:patients@oxfordmenopause.com) stating your name, date of birth and full address or phone 01235 634606. We are happy to cancel and reschedule appointments at any time. There will be a charge depending on the time of cancellation. If you wish to cancel an Appointment, please contact us using the contact details immediately.

- In the event that we receive less than 5 working days notice of cancellation, this occurs a 100% cancellation charge.
- Cancellations more than 5 working days in advance of the appointment date incur a £5 administration fee. This covers the charge we incur from our 3rd party payment provider, Stripe.
- Rescheduling an appointment more than 2 working days in advance of the appointment date does not incur a fee.
- Rescheduling an appointment less than 2 working days in advance of the appointment date incurs a 100% fee.

If you are late for an appointment, the doctor is not obliged to see you and you could lose your appointment time and forfeit any fee you have paid for the appointment. If you arrive late, and the doctor, at his or her discretion, is able to see you, your appointment will be shortened to complete at its original finish time.

You accept that due to the nature of general practice, we, and the Doctors registered with our practice, do not guarantee that an appointment will necessarily be kept at the exact time stipulated as the booked appointment, and there can potentially be a wait time.

Without limiting its other rights or remedies, a Doctor may cancel an appointment by giving you 24 hours' notice which may be via phone or sent via email, a SMS text message to the mobile phone number supplied by you.

## No Refunds

You agree to pay for the health care professional's time for the consultation regardless of the outcome and accordingly we will not provide refunds for appointments already attended.

## Our rights to end the Contract with you

We reserve the right to terminate the provision of all or part of the services immediately at any time without any liability, by providing you with written notice. Such notice may be provided by email.

We may end the contract immediately and cancel your access to the services:

- if we are subject to any laws or regulations which require us to end your use of the services
- if you direct difficult, harassing, or abusive behaviour towards our members of staff
- if you fail to provide clear, accurate and true information regarding your personal details, medical history and/or symptoms, or identification
- if you fail to pay the charges for the services
- if you fail to attend an appointment and have not cancelled the appointment



# Terms and conditions



## Your right to cancel your Contract with us

If you cancel this contract in accordance with our cancellation policy, we will reimburse payments received from you as stated in our cancellation policy.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise.

You may end the contract with us at any time provided that there are no charges outstanding upon notice in writing.

## Pharmacy Services and prescriptions

We may prescribe medicines, and/or recommend associated services, however we are not responsible for the supply and/or delivery of such prescribed medicines, or associated services which shall in each case be the responsibility of the relevant third party provider which shall have a direct contractual relationship with you.

Any prescriptions given will have to be taken to the pharmacy of your choice and dispensed on a private fee paying basis independently of NHS prescription cost. You understand that the cost of the medication is unique to the fulfilling pharmacy is not influenced in any way by us or our Services. Furthermore, we and the Doctors are not responsible for the dispensing or cost of any medication. You agree that the dispensing of the medication remains the responsibility of the individual pharmacist.

All pharmacies we recommend are registered with the General Pharmaceutical Council (GPhC).

<https://www.pharmacyregulation.org/>

Further information about a pharmacy can be obtained by contacting them directly via their telephone number or through their website. All prescription medicines dispensed, 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. For the purposes of enabling the nominated pharmacy to verify your identification to dispense and for you to receive the medicine, you agree and consent to us sharing basic identification data and a valid prescription with the nominated pharmacy.

Our Service is not a prescription fulfilment service, medication will only be prescribed by mutual agreement being reached between you and the Doctor during/following a consultation under circumstances that are appropriate, legal and responsible. The final issuing of a prescription is at the sole discretion of the Doctor.

You understand, accept and agree that any prescription given to you is solely for personal use. If you lose a prescription, a copy may be reissued by the Doctor and may be subject to an additional cost. You accept that the Doctor has the right to refuse to issue a copy of the prescription should it be deemed inappropriate. You must keep any medicines securely and do not allow others (especially children) to use them.

## Further Investigations

In order to provide a diagnosis and treatment plan it may be necessary for the Doctor to advise further investigations. You understand that any investigation initiated by the Doctor will be on a private and fee paying basis.

Investigations may include (but are limited to) a blood test, urine test, swab, X-ray, ultrasound or other form of imaging. You understand that for investigations performed by us, we will require payment upfront. You understand that for investigations performed by other healthcare providers, the costs will be payable directly to them. Once the investigation is performed, it is solely your responsibility to follow up the result with the Doctor at a mutually convenient time using an appropriate and secure form of communication. This, in most cases, will be a face-to-face or virtual follow-up appointment.

# Terms and conditions

You are not obliged to pay for any further investigation, however, by not performing an investigation that is advised by a Doctor, you agree to hold us and the Doctor completely free of liability under every circumstance arising from the initial consultation.

In the circumstance that further investigations are advised by the Doctor but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any investigation advised by a Doctor.

Oxford Menopause Ltd is partnered with private pathology laboratories (Viva Health Labs and The Doctors Laboratory) to process pathology samples obtained during consultations. If you consent to samples being processed through these laboratories, you agree to us sharing your personal information with the provider for this purpose. There is no obligation for you to use these services.

## Further treatment/referral

A Doctor may refer you to a specialist directly on a private fee paying basis and if you have private health care insurance this may be covered under your policy. It is your responsibility to check with your private insurance whether the cost of further referral and investigation is covered under your policy. If you do not have private insurance, you can still be referred to a specialist on a private self-pay basis only. You will be solely responsible for arranging your private appointment with any specialist for further treatment.

You are not obliged to pay or use health insurance but you understand and accept that in the event that a specialist referral is advised and you do not want to seek private further care, you agree to hold us and the Doctor completely free of any liability under every circumstance relating to your initial consultation.

In the circumstance that onward referral is advised by the Doctor but you are unable to or do not wish to pay, you are advised to see your NHS GP for consultation. You are aware that your NHS GP is under no obligation whatsoever to fulfil any referral or any element of a treatment advised by a Doctor you have seen using our Services.

In some circumstances the Doctor will advise a follow-up with themselves to monitor response to treatment or convey the results of investigation. You understand that you are not obliged to have this follow-up, however, by not doing so, you hold us and the Doctor completely free of liability for any circumstance arising from the initial consultation.

## Refusing treatment/services

We reserve the right to refuse treatment or advice when:

- any outstanding charges have not been paid
- in our reasonable opinion, the giving of service would involve any breach of the law
- we reasonably consider that you or anyone accompanying you, is behaving or has behaved in an abusive or threatening manner to any of our employees

## Limitation on our liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for



# Terms and conditions



any losses that were not foreseeable to you and us when the contract was formed. To the extent permitted by law, we shall not be liable for:

- any loss, distress or damage arising from reliance on information or reliance on availability of the associated services or other services provided by third parties
- any economic, indirect or consequential 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 as a result of the provision of the associated services or services provided by third parties.
- business losses, we only supply our services for private use. If you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## Regulation

Health care professionals are independent specialists and are registered with the relevant governing body e.g. the General Medical Council (GMC). Their registration details and status can be found at <https://www.gmc-uk.org/>

We subscribe to the GMC standards of good practice, which can be found at <https://www.gmc-uk.org/ethical-guidance/ethical-guidance-for-doctors/good-medical-practice>

Our health care professionals operate either as employees of Oxford Menopause Ltd or as independent contractors, in either capacity they are under a duty to provide their services with the knowledge, skill and care in accordance with the GMC/NMC guidelines and regulations as applicable. All our doctors have professional medical indemnity cover.

The advice and services provided or offered to you by a health care professional who is not an employee of Oxford Menopause Ltd are the sole responsibility of that health care professional. We are not able to guarantee the availability of any particular health care professional to provide services to you.

We are a separate legal entity to any third party referred to in this contract including Semble and any supplier of associated services.

## Availability of Remote Consultation Services

In order to access our remote consultation services, you must be able to receive data over the Internet through Wi-Fi or a mobile data connection on either a PC, mobile device or tablet. It is your responsibility to make the necessary arrangement for you to access these services including Wi-Fi and Internet and the devices, software or hardware required. We would recommend you check this prior to the start time of your remote consultation.

We will do our utmost to ensure that remote consultations will be uninterrupted. However, due to the nature of the Internet, this cannot be guaranteed. In the unlikely event of a problem with the provision, or the unavailability of the remote consultation, and whilst we shall assume no liability in connection with the same, we will use our reasonable efforts to procure that Semble restores the video conferencing service and we will try to contact you by telephone to continue the consultation.

## Overseas patients

If you are not domiciled in the UK, Channel Islands and Isle of Man then your initial appointment must take place face to face at our clinic in the UK.

# Terms and conditions



## Disputes

We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this page. Our Complaint Handling Policy and Procedure can be accessed here

<https://www.oxfordmenopause.com/policies>

If a dispute cannot be resolved in accordance with our Complaint Handling Policy or you are unhappy with the outcome, you may refer it to the relevant governing body which for doctors is <https://www.gmc-uk.org/>

## Privacy

We are registered with the Information Commissioner's Office and adhere to the requirements of all applicable data protection legislation, including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679).

By using our Services you agree to the processing of personal data to enable us to carry out work on your behalf.

We will not disclose personal data to any third party without your express consent, unless in a medical emergency where it may be deemed in your best interest. In such cases, we stringently adhere to published General Medical Council guidance on the use of personal data.

All clinical records are fully encrypted and stored on secure servers conforming to industry standards. For further information, please see our privacy policy which can be found on our website.