



## TERMS AND CONDITIONS

Created 12<sup>th</sup> February 2022

Please read these Terms and Conditions carefully before using our services (including our website, [berkshirermenopauseclinic.com](http://berkshirermenopauseclinic.com)). By using our services, you confirm that you accept these terms of use and that you agree to comply with them.

### Changes To Terms and Conditions

We may make changes to these terms. We may amend these terms from time to time. Each time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on **28 March 2024**.

### Changes To Our Site

We may make changes to our site. We may update and change our site from time to time to reflect changes to our services, our users' needs, and our business priorities.

We may suspend or withdraw our site. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business or operational reasons

### Definitions

In these Terms the following definitions shall apply:

- **"Advice"** means any advice or information provided (whether through voice communication, video, or electronically) by Berkshire Menopause Clinic or via the Semble system
- **"Berkshire Menopause Clinic Clinician/Doctor"** means a medical practitioner employed or engaged by *Berkshire Menopause Clinic* who will devise and implement a Treatment Plan
- **"Services"** means those services that we agree to provide to you which may include (without limitation) advice, providing access to doctors, formulation of Treatment Plans, provision of Treatments, referrals to specialists, prescribing certain medicines.
- **"Treatment"** means the Advice, procedures, tests, and medications provided to you in accordance with your Treatment Plan
- **"Treatment Plan"** means the bespoke treatment plan devised for you by Berkshire Menopause Clinic specialist based (without limitation) on results of tests, medical reports and diagnoses from doctors, and other relevant information provided by you.
- **Who are we:**  
Berkshirermenopauseclinic.com is a website operated by Berkshire Menopause Clinic Limited, a company incorporated in England under company number **13957574**.  
Berkshire Menopause Clinic ("BMC", "we" or "us") is an online and face-to-face service that provides bespoke treatment to women who suffer from symptoms associated with the menopause and perimenopause. It provides this service and related services (the "Services") through its website at [www.berkshirermenopauseclinic.com](http://www.berkshirermenopauseclinic.com) (the "Website"), and its medical software partner Semble ([www.semble.io/](http://www.semble.io/)).
- We are regulated by the Care Quality Commission (CQC). The CQC monitors, inspects, and regulates health and social care services.
- **How to contact us:**  
You can contact us by any of the following methods:  
Emailing us at: [info@berkshirermenopauseclinic.com](mailto:info@berkshirermenopauseclinic.com) OR calling us on 07510613838
- **How to complain:**  
Please contact us at [info@berkshirermenopauseclinic.com](mailto:info@berkshirermenopauseclinic.com) OR call us on 07510613838 if you wish to make a complaint. You can find details of our complaints policy on our website.





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- **Regulation**

Our healthcare professionals are independent specialists and registered with the relevant governing bodies e.g. General Medical Council (GMC). More details can be found at <https://www.gmc-uk.org/>

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## **Our services at Berkshire Menopause Clinic:**

The following services are available from our website:

- A free medical questionnaire and symptoms questionnaire at the time of booking.
- A face-to-face, online video, and telephone consultation service with our doctors, on a paid for and private basis.
- Personalised advice and support.
- Issue of prescriptions. (We may then refer to you to our partnered pharmacy team, Pharmaciege).
- Recommendation of blood tests (We may recommend a 3<sup>rd</sup> party team to order your blood tests).
- Provision of treatments to women over the age of 18.

## **Emergency Notice**

Our services are not suitable for any urgent or emergency medical situation or treatment. If you are in an emergency situation (or you think there is the opportunity for the situation to escalate to one), you must contact the emergency services by dialling 999 or seek other emergency medical services. The services at BMC are in no way designed or intended to replace the services of the NHS or services provided by your GP.

## **About your consultations:**

### **Booking**

To book a consultation, you can do this online (via the website under the section 'Contact Us'), or by phoning our dedicated telephone line. Details how to book are displayed under on the website. You must choose a time slot, which are by reference to local UK time. You understand that the full payment will be taken at time of booking.

Following the completion of your consultation booking, you will receive an email confirming the date and time of your appointment. You should receive this email within one 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.

If you have booked a video consultation, you will also receive a link to access the secure video consultation.

You must attend your appointment on the date and time (local UK time) of your allocated slot. If you have chosen a video consultation, you will need to click on the link (to start your video consultation) on the date and time of your allocated slot (local UK time).

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 or call you to agree an alternative appointment time.

### **Overseas patients**

If you are not domiciled in the UK, Channel Islands, or Isle of Man, then your initial appointment must take place in our clinic, as a face-to face appointment

### **Accuracy During Your Consultations**

You agree to always provide any doctors with whom you have a consultation, accurate and complete information about you.

At the beginning of each consultation, the doctor will confirm your personal details (including your name and date of birth). The doctor 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.

One of the services provided by BMC allows users to consult with a doctor via secure video chat via our software Semble. You agree to always provide any doctors with whom you have a video consultation, accurate and complete information about you and your identity.

### **Accessing Video consultations**

Access to the Online Video 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.

[info@berkshiremenopauseclinic.com](mailto:info@berkshiremenopauseclinic.com)

[www.berkshiremenopauseclinic.com](http://www.berkshiremenopauseclinic.com)

3 West Lane, Henley, RG9 2DZ

07510 613838

  [Berkshiremenopauseclinic](#)



Berkshire Menopause Clinic Ltd  
Company Registered in England & Wales: 13957574  
Regulated by Care Quality Commission (CQC)

25/03/2024



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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.

We recommend that you check this prior to the confirmed start time of your video consultation, as we will not be able to refund your fee if you are unable to connect because of the operating system and / or browser that you are using, or if you have a poor internet connection. In the event of a lost connection, the doctor will endeavour to contact you to re-initiate the consultation or contact you by telephone.

## Unavailability of the Services

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.

In the unlikely event of a problem with the provision, or the unavailability of the services, we will use our reasonable efforts to restore the services and rectify any defects. We will try to contact you by telephone to continue the consultation. 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.

## Fees

All fees including consultation, procedures, and administrative tasks are stated on the website. Length of appointment times are also stated on the website. You understand that the length of the appointment time is the maximum time allowed for your appointment and the doctor will not be able to overrun.

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

## Payment

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.

Your card will be charged at the time of booking a 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.

## Cancellation Policy

You may cancel an appointment for a consultation at any time. However, there will be a charge depending on the time of cancellation. Any cancellation within 5 working days of your allocated appointment, will incur a full charge. Any cancellation prior to this will incur an administration fee of 1.5% (with £5 minimum fee). This is to cover the charge we at Berkshire Menopause Clinic incur from the 3<sup>rd</sup> party provider Stripe for any payment made by a patient, even if we refund you the full original amount.

If you wish to cancel, either call us on 07510613838 during our working hours or email us at [info@berkshiremenopauseclinic.com](mailto:info@berkshiremenopauseclinic.com) and provide your name, date of birth, and time and date of your consultation. Please note that if you do not inform us that you will not be attending for your appointment and you do not provide at least 5 working days prior notice, you will be charged for the full appointment time, and should you wish to rebook, there will be a 50% surcharge.

## No refunds

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

## Late attendances

We appreciate that there may be unforeseen circumstances for lateness. We request that you contact our clinic if you are running late- on 07510613838.

Unfortunately, if you are more than 10 minutes late for your appointment without our prior agreement, and we are not able to accommodate you as this will delay our next patient, we will treat this as a missed appointment. We will need to ensure we keep to our appointment schedule, in order that we do not unfairly impact on appointment length causing





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inconvenience to other paying patients. If we consider you have missed an appointment, we will be unable to refund any of your pre-payment.

## **Our rights to end the contract with you**

We reserve the right to terminate the provision of all parts of the services immediately at any time, without liability. We will provide 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 terminate all/ part of the service immediately at any time
- You direct difficult, harassing or abusive behaviours to any member of our staff
- You fail to provide clear, accurate and true information regarding your personal details or identification or , medical history//symptoms
- You fail to pay the charges for the services
- If you fail to attend/ are deemed as a 'missed appointment' and have not cancelled the appointment as per our T&Cs outlined

## **Your rights to cancel your contract:**

- If you cancel your contract in accordance with our cancellation policy, we will reimburse payment as outlined in the policy. We will provide reimbursement without undue delay and not later than 14 working days from the time of your request. Reimbursement will be made using the same means as payment method used by you at initial transaction

## **3<sup>rd</sup> party providers:**

### **Issuing Prescriptions**

If our doctor, based on their medical assessment, decides that you are suitable for treatment, they may issue a private prescription. You understand and accept that there is no guarantee that you will be approved to receive a prescription following a consultation. Prescriptions are issued at the sole discretion of the doctor.

Any medications prescribed will only be related to Hormone Replacement Therapy (HRT).

We do not prescribe any types and classes of controlled drugs (or restricted drugs and substances as classified by The Misuse of Drugs Regulations 2001). 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.

### **Processing of prescriptions**

If your BMC doctor issues a prescription, this will be dispensed by the partnered pharmacy, Pharmaciege. You agree and consent to BMC sharing basic identification data with the partnered 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.

Alternatively, you may choose to request a printed prescription to take to a pharmacy of your choice. All prescriptions that are issued by a doctor are only valid at approved UK pharmacies.

You understand that the doctor will NOT email you a copy of the prescription, and an original copy will be sent in the post. It will be sent 1<sup>st</sup> class via royal mail delivery services. You understand that BMC has no control over any delays or lost post by Royal Mail postage services.

### **Problems with the processing of prescriptions, the dispensing of medication, by pharmacies.**

Berkshire Menopause Clinic 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, or delivery or opening times.

If a prescription issued to you by a doctor, is not processed, dispensed or (if applicable) delivered to you correctly; we recommend that you contact the 3<sup>rd</sup> party provider Pharmaciege in first instance, and /or your chosen nominated pharmacy. You may, in these circumstances, be entitled to a refund from the relevant pharmacy. You will not, however, be entitled to a refund for the fees you have paid for the consultation itself.

For any requests of repeat prescriptions outside of your consultation, there will be a £35 administration fee.





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If you have chosen for the BMC doctor to send your prescription to you (to then take to a pharmacy of your choice) – you understand that BMC cannot take any responsibility for delay or issues with royal mail delivery services. You understand that should your prescription get lost you can request a replacement (for free). However, you agree to be honest, and should the original prescription turn up, you will destroy the copy provided.

## **Blood tests**

Our doctors may be able to carry out some blood tests at the clinic, upon discussion and agreement. We may recommend 3<sup>rd</sup> party for blood test services. You are not obliged to use any third-party provider recommended by us and we will only share your information with the service provider which you have notified us will be carrying out your blood test.

We have no control over or responsibility for the services 3<sup>rd</sup> party providers provide. If a blood test or other service, we have recommended, is not processed we recommend that you contact them directly. You may, in these circumstances, be entitled to a refund from that 3<sup>rd</sup> party provider. You will not be entitled to a refund for your consultation with BMC in these circumstances.

## **Payment services**

Payment processing services for Berkshire Menopause Clinic are provided by Stripe. The details you provide to us via the Semble 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 the 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](mailto:privacy@stripe.com).

## **Loss or damages from 3<sup>rd</sup> Party providers**

Any order you make from a recommended third-party provider is on that provider's terms and conditions, and we will not be responsible for any loss or damage you may suffer in connection with an order from third party websites.

## **Using Berkshire Menopause Clinic website services:**

### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights on our site, and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our site on any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of the content on our site other than that set out above, please contact us using our contact details provided at the top of this document.

## **Reliance on information on this site**

The content on our site is provided for general information only. It is not intended for to specialist medical advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our site.







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Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, express or implied, that the content on our site is accurate, complete, or up to date.

**We are not responsible for websites we link to.** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

We are not responsible for viruses, and do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes, and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored, or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

