

# PATIENT TERMS AND CONDITIONS

**Effective Date: 23rd February 2022**

## Introduction

These terms and conditions set out the basis on which Mannin Doctors Limited (**'we'**, **'us'** or **'our'**) will provide treatment/services to you.

Please read these important terms and conditions carefully before commencement of your care, treatment, diagnosis or other services we provide to you.

Please contact us if there is anything you would like explained further.

In this contract:

- **'we'**, **'us'** or **'our'** means Mannin Doctors Limited; and
- **'you'** or **'your'** means the person buying services from us.

## Who are we?

We are Mannin Doctors Limited (trading as Mannin Doctors Limited), a company registered in the Isle of Man under company number 135195C.

Our registered office is at: Thie yn Dreeym. Ballacollister Road, Isle of Man. IM4 7JT

## 1 Introduction

- 1.1 These terms and conditions, together with your constitute the entire agreement between you and us for your treatment by Mannin Doctors Limited and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 1.2 Ticking that you accept the Terms and Conditions during the booking process confirms that you undertake ultimate responsibility for your treatment charges, whether you are insured or self-funding, and that you agree we can use information about you within the limitations of relevant data protection legislation.
- 1.3 We may need to update these terms and conditions from time to time. If we do this, then we will let you know at the contact address you have provided to us. Any changes to terms and conditions will be effective from the 'Effective Date' date set out at the start of each version of the Terms and Conditions however changes will only apply to any new episode of treatment /

new consultation occurring after the new Effective Date and will not apply to any treatment package which is part-way through when the terms and conditions are changed.

## **2 Payment Responsibilities**

- 2.1 You agree to pay for your care, treatment, diagnosis, services (including sundry items) and goods provided by us (together, your “Care”). Your Care will be charged in accordance with the prices set out on our website and are subject to change.
- 2.2 You will be expected to make payment for your Care prior to attending any appointment.
- 2.3 If you require a course of treatment over time we may give you an estimate of costs for your Care. Please note that it is not always possible to give an exact estimate for your Care and the total cost may depend on a number of factors, including any other conditions you may have.
- 2.4 We will invoice you for all diagnostic tests, screens and minor surgical procedures undertaken. We will provide you with a quote prior to treatment. If during your consultation additional tests or procedures are required, you will be advised of expected costs.
- 2.5 You will be expected to pay for any diagnostic tests, screening, treatment or minor surgical procedures undertaken prior to the day you attend.

### **Insured Patients**

- 2.6 Whilst you will remain responsible for the payment of your Care, where you have private medical insurance we will, where possible, assist with the processing of the insurance claim for your Care with your insurer, provided you have given us and your insurer all the information we and your insurer need to do so.
- 2.7 It is your responsibility to ensure cover is adequate to pay for your Care. You acknowledge that we may also contact your insurer from time to time to confirm details of pre-authorisations and/or insurance cover.
- 2.8 You must contact your insurance company prior to the provision of Care in order to check cover and the terms of the policy.
- 2.9 Please note that some insurers use care guidelines that may not match the professional medical opinion of our doctors, nursing staff and other medical professionals providing your Care. In some cases, this can mean that your insurer may not pay for certain parts of the Care you receive, and you will be required to pay for that part of your care. Please also note that your insurance policy may not cover the cost of sundry items or specialist equipment fully or at all. You will be required to pay for any such items not reimbursed by your insurers. Please check with your insurer the extent of your cover and any omissions.
- 2.10 If you have private medical insurance to cover your Care with us, you may be required to provide your credit or debit card details. You acknowledge that these details will be stored on your file until all sundry items have been paid for in full. If there are insurance shortfalls or items that have

not been covered by your medical insurance, we will notify you of the outstanding balance and will debit the required amount from your card upon 7 days of notice to you.

### **3 Cancellations**

#### **Appointments**

- 3.1 We request that you notify us as soon as possible if you are unable to attend an appointment.
- 3.2 If you cancel an appointment within 48 hours of the date and time of the appointment, then we reserve the right to charge you the full price of the appointment as a late cancellation/non-attendance fee.
- 3.3 Please note, we cannot be held responsible and will not refund any costs incurred in attending an appointment, such as transport or accommodation.

#### **Ongoing Care**

- 3.4 If you choose to stop receiving a course of treatment that is ongoing then you must let us know. We will charge you for all Care that you have received up until the point that you notify us, but you will not be charged for anything after this point unless you cancel or re-schedule an appointment or treatment session less than 72 hours before your appointment is due to begin, or if you fail to attend an appointment. If this happens, we will charge you a late cancellation/non-attendance fee.

#### **Our cancellation**

- 3.5 If, for any unforeseen reasons, we decide that you can no longer receive any ongoing Care from us, we will let you know as soon as possible and give reasons for our decision. We will charge you for all Care that you have received up until the point that we notify you, but you will not be charged for anything after this point.
- 3.6 If we have to cancel an appointment, we will let you know as soon as reasonably possible and provide you with an alternative date and time for your treatment. If it is not possible to re-schedule your appointment we will refund you any amounts already paid for the appointment.

### **4 Limitations on Liability**

- 4.1 We do not accept liability for any loss or damage that was foreseeable to you, in contract, tort (including negligence), misrepresentation, restitution or otherwise. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation or for breach of your legal rights in relation to the services.
- 4.2 We will use reasonable efforts to ensure that any sample taken on site will be made available for collection by our contracted diagnostic testing and screening service at the first available

scheduled collection point after the sample has been taken. We use an external diagnostic testing and screening service and, as such, we have no control over their processing times once the sample has been collected. As we cannot warrant that our contracted diagnostic testing and screening service will always achieve the test turn-around times expected we cannot accept any liability for any loss or damage of any nature related to sample results returned outside of the expected timescale.

## **5 Your privacy and personal information**

5.1 Our Privacy Policy is available at <https://mannindoctors.co.uk/privacy-policy>.

5.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line 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 the supervisory authorities if you have a query or complaint about the use of your personal information.

## **6 Confidentiality**

6.1 We respect the confidentiality of all of our patients. We will treat all information provided to us by you as confidential and, subject to the terms of our Privacy Policy, will not disclose any such information to any person outside of Mannin Doctors Limited without your express consent or as otherwise required by law. In the interests of privacy for all of our patients, we also request that you keep confidential any information or knowledge that you acquire during your appointments.

## **7 Data Protection**

7.1 Your acceptance of the Terms and Conditions confirms you have read and understood our Privacy Policy, which is available at <https://mannindoctors.co.uk/privacy-policy> and that you agree to the processing of your personal data in accordance with our Privacy Policy.

7.2 The Data Protection Act 2018 and Common Law Duty of Confidentiality set out the rules for the processing of personal data and confidential information relating to your health. Your right to privacy and confidentiality are of paramount importance to us and we are committed to compliance with privacy laws and medical and ethical confidentiality guidelines. In the usual course of our business, we may use third parties to process your data on our behalf. When we do so, we will ensure any processing is subject to contractual restrictions covering confidentiality and security in addition to the obligations imposed by the data protection legislation.

7.3 If you have any queries about your data please let us know. Our Data Protection Officer details can be contacted at [drwilson@mannindoctors.co.uk](mailto:drwilson@mannindoctors.co.uk)

## **8 Children**

8.1 Where a person acts as a parent or guardian on behalf of a child under the age of 18 who is under their care, they agree that they will be bound by these terms and conditions, even if that

child breaches, or is not bound by, any part of these terms and conditions. In these circumstances, the references in these terms and conditions to “you” and “your” shall include, as well as the child, the parent or guardian of such child in so far as such references relate to any obligation to pay for any Care provided by us to that child.

## **9 Assignment**

9.1 We may transfer and assign your Care to any person who acquires all or substantially all of the assets or business of Mannin Doctors Limited or to any other member of the Mannin Doctors Limited group of companies.

## **10 End of the contract**

10.1 If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **11 Third party rights**

11.1 No one other than a party to this contract has any right to enforce any term of this contract.

## **12 Severability:**

12.1 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms.

## **13 Waiver**

13.1 A waiver of any right or remedy under the terms and conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by us to exercise any right or remedy provided under these terms and conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these terms and conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **14 Disputes**

14.1 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 on [drwilson@manningdoctors.co.uk](mailto:drwilson@manningdoctors.co.uk).

**15 Law**

15.1 The laws of the Isle of Man apply to this contract.

15.2 Any disputes will be subject to the exclusive jurisdiction of the courts of the Isle of Man.

15.3 You acknowledge and accept that law applicable to this contract may change and prevent us from providing certain Care. If we become aware that such a change has occurred and the change has an effect on your Care, we will contact you to inform you of this and its consequences.