

Patient Terms and Conditions

1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you, including booking and payment terms.
- 1.2 **Why you should read them.** Please read these terms carefully before you engage us to provide services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss this.
- 1.3 **These terms are part of our contract with you.** These terms are incorporated into our letter of engagement, which sets out further details of how and when we will supply services to you. These terms will be effective from when you sign our letter of engagement addressed to you. If there is any conflict between these terms and our letter of engagement to you, then what is said in our letter of engagement will override these terms.
- 1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2 Information about us

- 2.1 **Who we are.** We are Bloomfield Health Limited a company registered in England and Wales. Our company registration number is 13208428 and our registered office is at The Stables, 23b Lenten Street, Alton, Hampshire, England, GU34 1HG.
- 2.2 **We provide psychiatric therapy services.** Our services are provided by appointment either in person at the Queen Square Private Consulting Rooms in London or virtually online. We have a number of different therapists who provide our services to you.
- 2.3 **How to contact us.** You can contact us by telephoning us at + 44 20 7458 4640 or by writing to us at enquiries@bloomfieldhealth.com or Bloomfield Health Limited, Queen Square Private Consulting Rooms, 23 Queen Square, London, WC1N 3BG, United Kingdom.
- 2.4 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3 Your personal information

- 3.1 **We will only use your personal information as set out in our privacy notice.** Under data protection legislation, we are required to provide you with certain information including how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Notice and it is important that you read that information as well as these terms.
- 3.2 **You consent to us processing sensitive personal information about you** which may include information about your health, your religious or philosophical beliefs and political opinions, your sex life and sexual orientation or information about criminal convictions and offences. You can withdraw this consent. Please see our Privacy Notice for further details.

3.3 Information sharing for your care

To provide safe, effective and clinically appropriate care, you agree that Bloomfield Health may obtain, receive, use and share relevant clinical information relating to your care where this is reasonably necessary for assessment, diagnosis, treatment, prescribing, care planning, clinical risk management, safeguarding, crisis planning, continuity of care and patient safety.

This may include requesting and receiving relevant information from, and sharing relevant information with:

- your registered GP or GP practice (including requesting a GP summary where appropriate);
- the healthcare professional or organisation that referred you to us;
- NHS mental health services, including Community Mental Health Teams (CMHTs), Early Intervention Services, Crisis Resolution and Home Treatment Teams and Liaison Psychiatry services;
- NHS or independent inpatient mental health units;
- other healthcare professionals involved in your care;
- pharmacies involved in your prescribing;
- safeguarding authorities, emergency services or other agencies where this is necessary for your care or required by law.

Information shared or requested will be limited to what is reasonably necessary for the purpose for which it is required and will be handled in accordance with our professional obligations, UK GDPR, the Data Protection Act 2018, the common law duty of confidentiality and our Privacy Notice.

Where appropriate, we will take account of any preferences you express about information sharing. However, there may be circumstances in which we are professionally or legally required to obtain or disclose information without your consent, including where this is necessary to protect you or another person from a risk of serious harm, for safeguarding purposes, to comply with legal or regulatory obligations, or otherwise where permitted by law.

You also understand and agree that Bloomfield Health will document in your clinical record information requested, received, shared and any clinical decisions made in response to that information.

Communication with your GP and, where clinically appropriate, other healthcare professionals and services involved in your care is an essential condition of Bloomfield Health providing safe psychiatric services. If you do not agree to such clinically necessary communication, or subsequently withdraw that agreement, Bloomfield Health may be unable to provide services safely and reserves the right to refuse or discontinue treatment in accordance with clause 9.1.

4 **Bookings and cancellations**

- 4.1 **How to make a booking.** You can request to make a booking either by email to enquiries@bloomfieldhealth.com, by telephone to (+ 44) 020 7458 4640 or in person at the Queen Square Private Consulting Rooms. Any booking that you make with us will be subject to our letter of engagement and these terms.
- 4.2 **How we will accept your booking.** Our acceptance of your booking will take place when we email you and confirm the details of your booking including date, time, how you will attend (in person or virtually) and with which therapist.
- 4.3 **If you want to reschedule your booking,** please contact us by telephone to (+ 44) 020 7458 4640 or in person at the Queen Square Private Consulting Rooms. If we are able to accommodate your request, we will send you an email confirming your updated booking details. However our ability to accommodate your request will be subject to availability during the time you wish to reschedule
- 4.4 **If you want to cancel your booking,** please contact us by telephone to (+ 44) 020 7458 4640 or in person at the Queen Square Private Consulting Rooms. You can cancel a booking at no cost at any time up to 3 days before your booking. If you cancel within 3 days of your booking we reserve the right to charge you in full for your booking.
- 4.5 **What will happen if you do not show up.** If you do not attend at the times and in the manner agreed so that we can provide services to you as arranged, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange a time to provide our services then we may end the contract and clause 9.2 will apply.

5 **Price and payment**

- 5.1 **Our prices.** The prices for our services are as set out in our fee schedule available at www.bloomfieldhealth.com, unless stated otherwise in in our engagement letter to you. Prices for our clinical services are per consultation and dependent on the seniority and profession of the clinician that you see and the duration of your consultation. Prices for medicolegal work and report writing (e.g. for insurance purposes) is charged at an hourly rate. Repeat prescriptions issued during a consultation are included in the price of the consultation. In all other cases, repeat prescriptions will be charged as set out in our fee schedule. Unless expressly stated otherwise, all prices are exclusive of and subject to VAT.
- 5.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date that we agree the engagement letter and the date that we provide services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 5.3 **We may update our prices.** We may increase our prices from time to time. This will not affect the prices of sessions that you have already booked. We will notify you of any price increase when you next contact us to book further sessions. If your sessions are automatically booked on a recurring basis and/or you make a monthly or weekly payment to us, then we will give you 1 months' notice of any price increase.

- 5.4 **When you must pay.** Unless otherwise agreed in writing, you must pay in full in advance for each session that you book. If you have not paid, we may refuse to provide services until you do so. Our invoices are payable immediately upon receipt.
- 5.5 **How you must pay.** We accept payment by the following methods:
- 5.5.1 by bank transfer to our company bank account, the details of which are provided to you in our engagement letter;
 - 5.5.2 by credit or debit card online via Stripe using the link that we provide to you for payment;
 - 5.5.3 if we have agreed in our engagement letter that you will meet with us in person at Queen Square private consulting rooms, by credit or debit card by telephone to the Queen Square private consulting rooms; or
 - 5.5.4 if we have agreed in our engagement letter that you will meet with us in person at Queen Square private consulting rooms, in cash in person at the Queen Square private consulting rooms.
- 5.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 5.7 **What to do if you think an invoice is wrong.** If you think a charge or an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest on unpaid amounts until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

6 **Providing the services**

- 6.1 **We are located in the United Kingdom** and follow guidance issued by National Institute for Health and Care Excellence (NICE) and the General Medical Council (GMC) in the United Kingdom.
- 6.2 **International patients.** Patients who are not resident in the United Kingdom and/or are do not routinely attend appointments whilst physically located in the UK are classed as international patients. We can provide services to international patients under certain circumstances, but we are not able to issue prescriptions directly to patients who are physically located outside the United Kingdom. We may be able to arrange for prescriptions to be issued to patients physically located outside the United Kingdom who provide us with details of their named doctor in the country where they are physically located, however we make no guarantees that this will be possible.
- 6.3 **We may make minor changes** the way in which we provide services, for example:
- 6.3.1 to reflect changes in relevant laws and regulatory requirements; or

6.3.2 to implement technical adjustments and improvements, for example to address a security threat to our systems.

These changes will not negatively impact on your use of the services.

- 6.4 **If we make significant changes** to the way in which we provide services, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.
- 6.5 **We are not responsible for delays outside our control.** If our supply of the services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.6 **What will happen if you do not give required information to us.** We may need certain information from you so that we can provide our services safely and appropriately, including details of your registered GP, details of other healthcare professionals or services involved in your care, and any information reasonably required to enable us to obtain or share relevant clinical information necessary for the safe provision of our services. If so, this will have been stated in our engagement letter. We will contact you again in writing to ask for this information if we do not receive it from you when you sign and return the engagement letter. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. If you refuse to permit clinically necessary communication with your GP or with other healthcare professionals or services involved in your care, or withdraw your agreement in circumstances where such communication is necessary for us to provide safe and appropriate care, we may determine that it is not clinically appropriate to continue providing services and may end the contract in accordance with clause 9.1. We will not be responsible for supplying services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 6.7 **Prescriptions are issued entirely at our discretion.** A maximum of three repeat prescriptions may be issued outside a consultation. Under some circumstances, we may refuse to issue a repeat prescription without a consultation. If you provide the contact details of your pharmacy when requesting a repeat prescription, we may send an electronic prescription to your pharmacy at their discretion, but we do not guarantee that this will be possible.
- 6.7.1 **There are strict rules governing the separation between NHS and private health services. As you will be a private patient at Bloomfield Health, our prescribers can only issue: private prescriptions and we are not able to issue NHS prescriptions.** If you decline a private prescription, you are able to ask our clinicians to write a letter to your NHS GP recommending them to prescribe the same treatment on the NHS. However, the decision to act on this advice lies solely with your NHS GP. Different GPs have different rules governing their ability to decide to follow the advice of private specialists. As such, we have no control over whether your NHS GP will be able to prescribe medication on the NHS. In the event that you decline a private

prescription and ask for your prescription to be prescribed by your NHS GP, then this will become a matter between you and your NHS prescriber.

- 6.7.2 **There are strict rules governing the separation between NHS and private health services. As you will be a private patient at Bloomfield Health, our clinicians can only order investigations like blood tests or scans privately.** If you decline to have these investigations privately, then you are able to ask our clinicians to write a letter to your NHS GP recommending them to order the same investigations on the NHS. However, the decision to act on this advice lies solely with your NHS GP. Different GPs have different rules governing their ability to decide to follow the advice of private specialists. As such, we have no control over whether your NHS GP will be able to order any investigations on the NHS. In the event that you decline a private investigation and ask for your investigation to be ordered by your NHS GP, then this will become a matter between you and your NHS GP.

- 6.8 **Reasons we may suspend the supply of services to you.** We may have to suspend the supply of our services to:

- 6.8.1 deal with technical problems or make minor technical changes;
- 6.8.2 update how we provide the services to reflect changes in relevant laws and regulatory requirements;
- 6.8.3 make changes to the way we provide the services as requested by you or notified by us to you.

- 6.9 **Your rights if we suspend the supply of services.** We will contact you in advance to tell you we will be suspending supply of our services to you, unless the problem is urgent or an emergency. You will not pay for services while they are suspended. You may contact us to end your contract with us if we suspend our services, or tell you we are going to suspend our services, for a period of more than 1 month and we will refund any sums you have paid in advance for our services in respect of the period after you end the contract.

- 6.10 **We may also suspend supply of the services if you do not pay.** If you do not pay us for our services when you are supposed to (see clause 5.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of our services to you until you have paid us the outstanding amounts. We will contact you to tell you we are suspending the supply of our services to you. We will not suspend services where you dispute the unpaid invoice (see clause 5.7). We will not charge you for services during the period for which they are suspended. As well as suspending our services we can also charge you interest on your overdue payments (see clause 5.6).

- 6.11 **We may terminate or refuse to proceed with a booked consultation** if you are intoxicated with alcohol or drugs or you are verbally or physically abusive to any individual providing services on our behalf. Any outstanding fee for the consultation will remain payable in full, and no refund of any fee already paid will be payable by us, in these circumstances.

7 Your rights to end the contract

- 7.1 You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong with how we are performing the services and when you decide to end the contract.
- 7.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for one of the reasons set out below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:
- 7.2.1** we have told you about an upcoming change to the services, our prices or these terms which you do not agree to (see clause 6.4);
 - 7.2.2** we have suspended provision of the services, or notify you we are going to suspend provision of the services, in each case for a period of more than 1 month; or
 - 7.2.3** you have a legal right to end the contract because of something we have done wrong.
- 7.3 Ending the contract within the cooling-off period because you have changed your mind.** For contracts concluded online, you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days (the "cooling-off period" and receive a refund. You have 14 days after the day you sign our letter of engagement to change your mind. However, do not have a right to change your mind in respect of services which have been completed, even if the cancellation period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- 7.4 Ending the contract for any other reason.** Even if we are not at fault and you are not within the cooling-off period, you can still end the contract before it is completed. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the services until 3 March. We will only accept bookings and charge you for supplying the services up to 3 March and will cancel bookings and refund any sums you have paid in advance for the supply of the services after 3 March.

8 How to end the contract

- 8.1 Tell us you want to end the contract.** To end the contract with us, please let us know using our contact details above, providing your name and details of the services we are supplying to you.
- 8.2 How we will refund you.** If we owe you a refund, we will refund you the amount by the method you used for payment. However, we may make deductions from the amount as described below.
- 8.3 Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind (see clause 7.3 above), we may deduct from any

refund an amount for any services we have already supplied during the cooling-off period until the time when you told us you had changed your mind. The amount will be in proportion to what services have been provided, in comparison with the full scope of services agreed for the price you had paid.

- 8.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind

9 **Our rights to end the contract**

- 9.1 **We may end the contract if you break it.** We may end the contract to supply services to you at any time by writing to you if:

- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within fourteen days of us reminding you that payment is due;
- 9.1.2 you do not provide information reasonably required for the safe provision of our services, including details of your registered GP or other healthcare professionals or services involved in your care;
- 9.1.3 you refuse to permit clinically necessary communication with your registered GP or with other healthcare professionals or services involved in your care, including NHS mental health services, Community Mental Health Teams (CMHTs), Crisis Resolution and Home Treatment Teams, inpatient mental health units or other clinicians involved in your care, where we reasonably consider such communication necessary for safe assessment, treatment, prescribing, care planning, clinical risk management, safeguarding or continuity of care;
- 9.1.4 you withdraw your agreement to such communication and, in our reasonable clinical judgement, we are therefore unable to provide services safely or in accordance with our professional, ethical or regulatory obligations;
- 9.1.5 you are intoxicated with alcohol or drugs when attending a consultation;
- 9.1.6 you are verbally or physically abusive to any individual providing services on our behalf; or
- 9.1.7 it becomes clinically inappropriate for us to continue to provide our services to you, which shall be determined at our sole discretion.

- 9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

- 9.3 **We may withdraw the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 1 month in advance of our stopping the supply of the services and will refund any sums you have paid in advance for services which will not be provided.

10 If there is a problem with the services

10.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can telephone us at + 44 20 7458 4640 or write to us at feedback@bloomfieldhealth.com or Bloomfield Health Limited, Queen Square Private Consulting Rooms, 23 Queen Square, London, WC1N 3BG, United Kingdom

10.2 **Summary of your legal rights.** We are under a legal duty to supply services that are in conformity with this contract. The Consumer Rights Act 2015 says:

10.2.1 you can ask us to repeat a service if it's not carried out with reasonable care and skill, or get some money back if that is impossible to repeat the service or we do not repeat the service within a reasonable time without significant inconvenience;

10.2.2 if you haven't agreed a price beforehand, what you're asked to pay must be reasonable; and

10.2.3 if you haven't agreed a time beforehand, our services must be carried out within a reasonable time.

Nothing in these terms will affect your legal rights, although your legal rights are subject to certain exceptions.

11 Our responsibility for loss or damage suffered by you

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 **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; and for breach of your legal rights in relation to the services as summarised at clause 10.2

11.3 **We are not liable for business losses.** We supply our services to you for domestic and private use. If you use the services for any commercial or business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12 Other important terms

12.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

- 12.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 12.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 12.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by the law of England and Wales and you can bring legal proceedings in respect of our services in the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of our services in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in respect of our services in either the Northern Irish or the English and Welsh courts.