**CAS MEDICAL Ltd POLICIES, TERMS & CONDITIONS**

It is a condition of registration that all registered clients agree and adhere to these Terms & Conditions and to pay the fees referred to hereafter.

**REGISTRATION**

All patients are required to provide contact details; including address, mobile telephone number, date of birth and email to secure an appointment. If any of your personal information changes (including address, name, or contact details) written notification should be given to the practice by email: info@casmedical.org

All clients will complete a medical history form prior to or at their first appointment. This is necessary to inform the consultation and treatment planning process. It is the client’s obligation to ensure that the information provided is truthful and accurate.

All information will be treated as confidential and protected in accordance with Data Protection legislation (please refer to the terms & conditions below).

Patient information will not be shared with third parties without written permission and you will not receive unsolicited information from us (please refer to the full terms & conditions below).

CAS Medical Ltd reserves the right to refuse an application for registration from any applicant in its sole discretion.

**APPOINTMENTS**

To enquire and make an appointment, please email basic information about your health query to info@casmedical.org

CAS Medical Ltd will then email back, confirming the consultation’s date and time. Attached will be these Terms & Conditions of service, and a new patient registration form. We may also send you additional pre-consultation questionnaire/assessment forms if necessary, to help you get the most from your consultation.

In addition, clients will be emailed an invoice for a booking deposit. This deposit is returnable under the Terms & Conditions set out in our cancellation policy (see below). The deposit for a 30 minute consultation is £70. The deposit for a 60 minute consultation, or annual medical assessment, is £125

An appointment can be secured once the booking deposit is paid in full. We would ask clients to complete and return the new patient registration form ahead of their initial consultation, so that we can create your confidential digital medical record before you attend.

An itemised invoice can be provided during the consultation, illustrating the agreed cost of any additional investigations or services etc, and the balancing payment for the consultation itself.

**PAYMENT & CANCELLATION**

To secure your consultation appointment, clients must make full payment of the booking deposit (see above), read the Terms & Conditions of service, and complete a new patient medical form if this is their first consultation with CAS Medical Ltd.

On the day of the consultation, clients must pay the balance of their consultation cost, and for certain additional services (namely but not exclusively investigations, prescriptions, and referrals undertaken by CAS Medical Ltd).

You will be advised of the full costs of any investigation and treatment plan proposed and agreed before these are undertaken or onward referral made.

CAS Medical Ltd accepts cash, major debit and credit cards.

Where an invoice is not paid, CAS Medical Ltd will make an attempt to contact the client by telephone, email or letter, to recover the payment. Where failure to pay continues, and if payment has not been paid one week after the date of the consultation date/service provision date in question, any unpaid invoice(s) may by subject to a surcharge of an additional £5 per day. CAS Medical Ltd will instruct the use of a debt collection agency upon nonpayment, and the client will be liable for these costs. All clients indemnify CAS Medical Ltd against all expenses and legal costs incurred in recovering such overdue amounts.

Failure to attend or cancellation at short notice has direct financial implications. Therefore, at CAS Medical Ltd, there is implementation of a fair use cancellation policy.

If a consultation booking is cancelled with MORE THAN 48hrs notice, then the full booking deposit will be refunded (refund of £75 booking deposit for a 30 minute consultation, and refund of £125 booking deposit for a 60 minute consultation or health check package).

**Cancellation LESS THAN 48hrs notice prior to the agreed appointment date & time will unfortunately result in full retention of the booking deposit (retention of the £75 booking deposit for a 30 minute consultation, and retention of the £125 booking deposit for a** 60 minute consultation or health check package).

As a non-goods-based service, we cannot issue refunds on consultations. Whilst we undertake to provide excellent service; factual, honest and ethical advice, safe, expert treatment in experienced hands, we cannot guarantee your results and cannot offer refunds if the results achieved fail to meet your expectations.

**PRESCRIPTIONS**

Prescription writing and repeat prescriptions are free of charge when issued within or as part of a consultation. Those requested outside a consultation will be charged at the agreed rate. For the avoidance of doubt CAS Medical Ltd has no control over the amount charged by an individual pharmacy for the private dispensing of medication.

**ATTENDANCE OF CHILDREN**

Due to Healthcare Improvement Scotland regulations and limitations, at present, children under 16 years of age are not permitted within the clinical treatment area. Children accompanying a patient to the clinic must be chaperoned at all times by a parent or guardian over 18 years of age and remain within the reception area. CAS Medical Ltd is unable to chaperone for this purpose.

**FEEDBACK**

Any feedback is much appreciated, both positive and negative. Feel free to email this at info@casmedical.org We may, from time to time, ask if we can use your feedback, in an anonymous way, on social media and for promotional purposes. If you wish to opt out of this, then please state so in the email.

**PRIVACY POLICY**

CAS Medical Ltd adheres to the General Data Protection Regulations that came into effect on 25th May 2018. This means that all information processed, and shared is done so in a safe and confidential manner; ensuring that your data and information is always secure. Your personal confidentiality is assured, within the normally accepted ethical and statutory limitations.

We maintain records about your health and any treatment or care you have received either with us or other healthcare providers. These records help to provide you with the best possible healthcare. For information, please feel free to contact CAS Medical Ltd by email (info@casmedical.org), and we will advise within 14 days.

**COMPLAINTS PROCEDURE**

Any formal complaints should be made in writing as soon as possible after the relative event, ideally within a few days. Written complaints should be sent:

* in writing to: CAS Medial Ltd, PO BOX 10114, Glasgow, G71 9ED
* or email: info@casmedical.org

CAS Medical Ltd will acknowledgement receipt within two working days and aim to have looked into the matter within fourteen working days. A formal reply may then be sent in writing, or an invitation to meet with the person(s) concerned to attempt to resolve the issue may be requested.

When the investigations are complete your complaint will be determined, and a final response will be sent. The final response will include details of the complaint and the right of the complainant to escalate the matter further where they are dissatisfied with the response.

CAS Medical Ltd follows the clinical codes of conduct set out by the General Medical Council. For more information, please visit [www.gmc-uk.org/about](http://www.gmc-uk.org/about)

**DATA POLICY**

CAS Medical Ltd is the data controller and the lead contact for data privacy is Dr Christopher Sockalingam, postal address CAS Medical Ltd, PO Box 10114, Glasgow, G71 9ED, email info@casmedical.org

The client shall own all right, title and interest in and to all of the client’s data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the client data.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK’s supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO, so please contact CAS Medical Ltd in the first instance.

CAS Medical Ltd will not share your personal data with a third party, without your prior agreement or consent. CAS Medical Ltd may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible. CAS Medical Ltd cannot be held responsible for any loss, destruction, alteration or disclosure of confidential information caused by any third party. Where we need to comply with a legal or regulatory obligation, we do not rely on consent as a legal basis for processing your personal data.

Data security is crucial, and CAS Medical Ltd has put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality. We will notify you and any applicable regulator of a breach where we are legally required to do so.

CAS Medical Ltd will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

Under certain circumstances, you have rights under data protection laws in relation to your personal data. The client has a right to **request access to their personal data (commonly known as a "subject access request").** This enables clients to receive a copy (digital or physical) of the personal data we hold about you and to check that we are lawfully processing it. **Clients have the right to request correction of the personal data that we hold about you**. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us. Clients have the right to **request erasure of their personal data**. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing, where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Please note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request. Clients have the right to **object to processing of their personal data where we are relying on a legitimate interest**. There may be something about your situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. Clients also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Clients can request restriction of processing of their personal data**. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Clients can request the transfer of their personal data to themselves or to a third part**y. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Please note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Clients can withdraw consent at any time where we are relying on consent to process their personal data**. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

If you wish to exercise any of the rights set out above, please contact us via info@casmedical.org. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response. We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

**GENERAL TERMS & CONDITION OF BUSINESS**

The Agreement – You will be referred to as the ‘client’ and CAS Medical Ltd as ‘CAS Medical Ltd’. The ‘practitioner’ will be the health care professional consulting with ‘the client’. The practitioner(s) are not employees of by CAS Medical Ltd.

About Us - CAS Medical Ltd, a company registered in Scotland with Company Number SC77193 and having its registered office at CAS Medical Ltd, PO Box 10114, Glasgow, G71 9ED. The director is Dr Christopher A Sockalingam (MBChB, MRCGP).

Engagement - By the act of engaging with CAS Medical Ltd, you are agreeing with and subject to these terms and conditions, and these terms and conditions shall override any other or pre-existing terms or conditions which the client of CAS Medical Ltd attempts to incorporate either through negotiation or as a result of an order (unless such terms are expressly agreed by an authorised signatory of CAS Medical Ltd in writing). Please read these terms carefully before deciding to engage with the service provided by CAS Medical Ltd. These terms inform the client how CAS Medical Ltd will provide services to the client, how we or the client may change or end the services, what to do if there is a problem and other important information. CAS Medical Ltd reserves the right to revoke, alter or add to these Terms & Conditions without prior notification to its clients.

This contract constitutes the entire agreement between the parties. The client is responsible for ensuring that the terms submitted by the client are complete and accurate. The contract will be deemed accepted by CAS Medical Ltd when CAS Medical Ltd starts to supply the Services and receive payment from the client. By engaging and paying for services supplied by CAS Medical ltd, the client is deemed to have accepted the conditions in full, along with any additional or supplementary policies which are published.

The client acknowledges that they have not relied on any statement, promise, guarantee or representation as to quality or fitness for purpose made or given by or on behalf of the CAS Medical Ltd about any goods (or their life or use) and/or services which is not set out in the documentation and/or these conditions. The client waives any rights or remedies that they may have in respect of any warranty, representation, consent or undertaking that is implied by law. CAS Medical Ltd provides for private consultations between the client and a practitioner in order for the client to gain professional medical advice and/or be provided with administrative services (including but not limited to sick notes, referral notes, medical letters and medical reports, arrangement of further or onward investigation) all of which will incur additional charges. The client accepts that the practitioners are independent medical professionals and are individually responsible for any medical advice which the practitioner provides to the client. CAS Medical Ltd is not responsible for any medical advice provided by the practitioner to the client. The services may from time to time include, only where found to be appropriate by the practitioner, the issuing of private prescriptions from the practitioner to the client, which will incur the cost of the medicine prescribed by the practitioner at the pharmacy from which the client chooses to purchase as well as an administrative fee payable to CAS Medical Ltd, the cost of which is to be determined by CAS Medical Ltd from time to time. The practitioners retains the right to refrain from issuing a prescription if they deem it unnecessary, unsafe, out with the scope of use of a generalist practitioner, or unethical. CAS Medical Ltd undertakes that the service(s) provided will be within the capability and remit of the practitioner. The client has no right to insist upon a service or therapy if the practitioner deems it unsafe, unethical, or out with the scope of a generalist practitioner.

Notwithstanding the foregoing, CAS Medical Ltd does not warrant that the client’s use of the service will be uninterrupted or error-free; or that the services, documentation and/or the information obtained by the client through the services will meet the clients’ requirements, and is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the client acknowledges that the services and documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

CAS Medical Ltd warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of the Services. It is the sole responsibility of the client to provide honest and accurate information to the practitioner and CAS Medical Ltd as and when requested by a practitioner and/or CAS Medical Ltd, and the client acknowledges that any medical advice or information provided by the practitioner is based on such information. CAS Medial Ltd is not liable for any loss or damage suffered by the client or any third party if any information provided by the client to the practitioner and/or to CAS Medical Ltd is inaccurate, false or erroneous in any way. The client acknowledges and accepts that CAS Medical Ltd is not to be used in cases of medical emergency and acknowledges that it is the sole responsibility of the client to assess whether the services are suitable and/or sufficient for the client’s needs and the extent to which the services can be relied upon by the customer. The client acknowledges that CAS Medical Ltd advises that the client remains registered to a National Health Service General Practice, and understands that the services provided by CAS Medical Ltd are not intended to replace all National Health Service related health care provision (notably, but not limited to the emergency services provided by e.g. accident & emergency, acute medical, acute surgical, trauma orthopaedic, and obstetric services).

The client acknowledges and agrees that CAS Medical Ltd and/or its licensors own all intellectual property rights in the services, the documentation, website. CAS Medical Ltd grants the client no rights to, under or in any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights of licences or any other intellectual property rights in respect of the services or the documentation.

A client cannot postpone or amend any consultation without first providing CAS Medical Ltd with 48 hours’ notice in writing (including by email) and receiving consent from CAS Medical Ltd in writing (including by email) in this time period. In accordance with our cancellation policy, the client will have to bear their own losses. In the event of a cancellation or termination by CAS Medical Ltd, CAS Medical Ltd will notify the client as far in advance as possible and will arrange for a new appointment. Alternatively, if requested by the client, within two business days after the cancellation, a full refund of all monies paid (unless it is due to the client’s failure or fault and CAS medical Ltd will have no other obligation or liability to the client. CAS Medical Ltd is not liable to the client for any loss (consequential or otherwise), cost, expenditure, damage or compensation for such changes. Additionally, CAS Medical Ltd may refuse and cancel a client’s engagement at any time if CAS Medical Ltd believes that the engagement may be used for illegal acts or activities, or which might contravene CAS Medical’s principles, governance, or licencing.

Liability - CAS Medical Ltd is not responsible for any errors or omissions in correspondence or published material and has taken reasonable steps to ensure that the information contained in its own and third party or agents’ websites, brochures, tariffs, leaflets and advertising is correct. CAS Medical Ltd reserves the right to amend or withdraw any service, facility or amenity as previously described without notice.

The client shall indemnify, and keep indemnified, CAS Medical Ltd against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by CAS Medical Ltd arising out of or in connection with any breach of these terms or conditions by the client, orany information provided by the client to the practitioner or to CAS Medical Ltd, whether CAS Medical has been negligent or at fault.

Except as expressly and specifically provided in these terms & conditions, the client assumes sole responsibility for their use of the services, the documentation and for conclusions drawn from such use. CAS Medical Ltd shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to CAS Medical Ltd by the client in connection with the services, for any actions taken by CAS Medical Ltd at the client’s direction, or for any loss or damage that is not foreseeable. CAS Medical Ltd shall have no liability to the client for any loss of profit, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information or pure economic loss or any other commercial loss. The practitioners at CAS Medical Ltdare not employees of CAS Medical Ltd, and CAS Medical Ltd does not warrant the content of any treatment delivered by a practitioner to the client and is not liable for their actions or omissions unless the practitioner has acted under direct instruction from CAS Medical Ltd and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms and conditions.

Nothing in these Conditions excludes the liability CAS Medical Ltd for death or personal injury caused by CAS Medical Ltd’s negligence, or for fraud or fraudulent misrepresentation. CAS Medical Ltd shall not be liable whether in delict (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss or damage however arising under these terms & conditions, andCAS Medical Ltd’stotal aggregate liability in contract, delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the amount paid by the client to CAS Medical Ltd in the 12 month period prior to the date of the event giving rise to the relevant claim.

CAS Medical Ltd shall have no liability to the client under these terms & conditions if it is prevented by force majeure from, or delayed in, performing its obligations under these terms & conditions, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of CAS Medical Ltd or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the client is notified of such an event either before or as soon as reasonably practicable after such event.

Rights & Remedies & Wavier - No failure or delay by a party to exercise any right or remedy provided under these terms & conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Except as expressly provided in these terms & conditions, the rights and remedies provided under these terms & conditions are in addition to, and not exclusive of, any rights or remedies provided by law. If any provision (or part of a provision) of these terms & conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

Agreement - These terms & conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into these terms & conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms & conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms & conditions. Nothing in this clause shall limit or exclude any liability for fraud.

The client shall not, without the prior written consent of CAS Medical Ltd, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms & conditions. CAS Medical Ltd may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms & conditions. CAS Medical Ltd reserves the right to vary these Conditions from time to time.

Non-partnership or agency - Nothing in these terms & conditions is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). These terms & conditions do not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 for any third party to enforce or otherwise invoke any term of this agreement.

Serving notice - Unless otherwise specified in these terms & conditions, any notice required to be given under these terms & conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in these terms & conditions, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered on the first Business Day following delivery. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

Dispute resolution - These terms & conditions and any dispute or claim arising out of or in connection with them or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms & conditions or their subject matter or formation (including non-contractual disputes or claims).

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