

## Terms & Conditions

This page (together with the documents referred to on it) tells you the terms and conditions (**Terms & Conditions**) on which you may make use of the services at Elite Medical Health and Urgent Care.

All appointments, consultations and treatments (**Services**) are subject to these Terms & Conditions, therefore please read these Terms & Conditions carefully. You should understand that by requesting any of our Services, you agree to be bound by these Terms & Conditions.

### 1. Information about us

1.1 Elite Medical Health and Urgent Care is operated by Elite Medical and Ambulance Service Ltd (we / us). Our headquarters address is: Unit 51, The Granary Business Centre, Broad Farm, Hellingly, BN27 4DU and company number: 08510248. Certain services offered which include tests will be sent to third party operated laboratories.

1.2 We are registered with and regulated by the Care Quality Commission (CQC), the regulator of NHS and private medical providers, under registration number 1-805716914 and as such we comply with the Health and Social Care Act 2008. All of our clinicians are registered with appropriate governing bodies such as General Medical Council (GMC), Health and Care Professions Council (HCPC) and Nursing & Midwifery Council (NMC) and as such comply with the Good Medical Practice Guidelines.

1.3 You can contact us using the following email address: [clinic@elitemedical.uk](mailto:clinic@elitemedical.uk) or by telephone using the following number: 0300 304 6260

### 2. What we do

2.1 We provide assessment and treatment of minor health complaints and minor injuries (as per our inclusion/exclusion criteria) either by telephone or video consultation, in-person assessment at our clinic or home visits. We offer you the option to book an appointment through our online platform or via telephone for a consultation with a registered paramedic, registered nurse or doctor (if required) in our Urgent Care Health Clinic. Currently we only offer booked appointments though in the future we hope to provide a walk in service. You will then receive the treatment required, subject to the outcome of the consultation and the assessment of the Health Care Professional (HCP), on the suitability of the treatment.

2.2 The Site and Services provided through the Site are solely intended for use by people resident in the United Kingdom.

### **3. Our Health Clinic**

3.1 You can book an appointment with one of our HCPs either online through the booking platform or by phone. We will collect your name, address, date of birth and other contact information such as email and phone number. We will then confirm your appointment by email or SMS.

3.2 Prior to the consultation you will be asked to complete a health questionnaire in order for us to provide the most beneficial and safe consultation to you. It is important that you disclose all relevant facts as this could affect the treatment and any advice you are, or are not, given by our HCPs . This includes but is not limited to any medical conditions you have, medications you are taking/prescribed and any allergies you are known to have. You will also be requested to confirm your understanding of the risks and benefits of the treatments available and confirm you consent and agree to proceed with treatment and the applicable terms and conditions. You will be required to sign a consent form to document this.

3.3 By booking an appointment by phone or through the booking portal, you confirm that:

- You are legally capable of entering into binding contracts; and
- You are at least 16 years old.

3.4 Please do not book an appointment on behalf of anyone other than yourself, unless you have permission to do so from the individual. We are not able to offer appointments to anyone under the age of 16 unless for children aged 12-15 the registration process is completed by their legal guardian, written consent is provided, and a responsible adult attends the appointment. For children aged 11 years old and under the registration process must be completed by their legal guardian, written consent must be provided, and the legal guardian must attend the appointment. We do not see children under 2 years old.

### **4. Subscription Service (Membership)**

4.1 by subscribing to our service and becoming a member, you agree to abide by the terms and conditions outlined herein. This agreement constitutes a legally binding agreement between you and Elite Medical.

4.2 As part of our service we provide a subscription service. The subscriber agrees to pay a monthly subscription fee as outlined in the membership plan selected. Payment is due in advance of each month. Failure to pay may result in suspension or termination of our service.

4.3 subscription will automatically renew at the end of each billing cycle unless cancelled by the subscriber. To cancel, the subscriber must provide written notice at least 1 month prior to the end of the current billing cycle.

4.4 Payments for this can be made via our online portal, using credit or debit card.

4.5 subscription membership is available to those who meet the eligibility criteria specified by Elite Medical. We reserve the right to deny or revoke membership at our discretion.

4.6 Upon enrolment in our health service membership, please be advised that there is a mandatory activation period of 24 hours before the service becomes fully operational. During this activation period, the Subscriber's access to appointments or call-out services and other benefits may be limited or unavailable.

4.7 The membership subscriber acknowledges and accepts that the 24-hour activation period is necessary to complete administrative processes and set up the Subscriber's account in our system. This period is essential to ensure the efficient and effective delivery of our health services.

4.8 Elite Medical provides Health and Urgent Care services to members for the purpose of assessing and treating medical concerns and providing timely medical assistance. Fair use of the service is defined as the reasonable and necessary utilisation of services for genuine medical conditions.

4.9 Guidelines for Fair Use: Members are expected to use the service responsibly and only in situations where urgent medical care is required. Examples of appropriate use include but are not limited to injuries, sudden illnesses, medical concerns and urgent medical conditions

4.10 Excessive Use: Elite Medical reserves the right to monitor the usage patterns of members and may identify instances of excessive or inappropriate use of the service. Excessive use is defined as repeated or frequent requests for services that do not align with genuine medical needs. Members are limited to 5 consultations per month, per subscription. Elite Medical reserve the right to charge for any additional consultations outside of this.

4.11 Consequences of Excessive Use: If it is determined that a member has engaged in excessive or inappropriate use of the service, Elite Medical reserves the right to take appropriate action, which may include but is not limited to:

A. Adjusting the Subscriber's subscription plan to better align with their actual usage needs.

B. Suspending or terminating the Members access to the service if deemed necessary to preserve the integrity and availability of the service for other Members.

4.12 Appeals Process: Members who believe that their use of the service has been unfairly deemed excessive may request a review of their case by contacting Elite Medical. Elite Medical will consider the Members explanation and may adjust any actions taken accordingly

4.13 Continuous Review: Elite Medical will periodically review its fair use policy to ensure that it remains fair, reasonable, and aligned with the needs of Members and the integrity of the service.

## **5. Urgent Care Visit Service**

5.1 Our service includes access to Urgent Care visit service. The Member acknowledges that Urgent Care Visits are subject to operating hours, clinician availability and will provide care in your home or within a 10-mile radius of Hailsham (Or at the discretion of Elite Medical). The visit service is intended to provide assistance for urgent medical problems.

5.2 We will not attend to life-threatening emergencies such as cardiac arrest, known stroke or heart attack or any other patient that does not meet the inclusion criteria.

5.3 In the event of patient deterioration resulting in life or limb threatening conditions. Elite Medical will provide life-saving treatment and arrange transport to an appropriate hospital. We may request the NHS to support us where required.

5.4 Elite Medical will only attend in accordance with our exclusion and inclusion criteria

## **6. Your personal information**

6.1 All personal information you provide will be kept secure and processed in accordance with our Privacy Policy. You can contact us using the contact methods listed above.

6.2 We are not authorised to use your personal data in any other way

6.3 Any personal data we obtain as part of the Services will be kept in accordance with our statutory obligations.

## **7. Price and payment**

7.1 We are required to inform patients of the costs of treatments before consultations. We will ensure that our prices for consultations, diagnosis and treatment are clearly set out on our website. All prices quoted are inclusive of VAT (where applicable). Any consultation will be expected to be paid upfront. Any additional treatment will be paid for once it is completed and at time of invoice.

7.2 It is possible that, despite our best efforts, some of the Services listed on the website may be incorrectly priced. We are under no obligation to provide Services to you at the incorrect price if the pricing error is obvious.

7.3 From time to time, due to circumstances beyond our control, appointments made may be subject to change by us at short notice. Where possible efforts will be made to provide a suitable alternative and we will contact you using the details you provided when you made the booking. We will not be liable for any costs incurred as a result of appointment cancellations.

7.4 Once booked your appointment is a contract to attend, if you do not attend your appointment, or do not cancel or reschedule the appointment at least twenty-four (24) hours before you are due to attend, you may be charged the fee of the booked appointment. At the time of online booking, we will ask you to enter your payment details into the booking portal.

7.6 If you are unable to attend your appointment please contact our team on 0300 304 6260 to cancel or reschedule your appointment or email us at: [clinic@elitemedical.uk](mailto:clinic@elitemedical.uk). No fee will be taken if you cancel or reschedule the appointment at least twenty-four (24) hours before you are due to attend.

If you are late, the healthcare professional may need to reschedule your appointment, depending on how much time is available in the clinic on the day.

7.7 Once you attend your appointment, your HCP will discuss the charge for any additional services you require and all monies for these services will be payable in clinic during your appointment.

7.8 We reserve the right to waive the non-attendance fee.

## **8. Our liability**

8.1 We are under a legal duty to supply Services that are in conformity with the contract. We accept no liability for any loss which is not reasonably foreseeable or for any business loss (which includes loss of profits, contracts, goodwill, opportunity and other similar losses). We cannot and are not liable for any damages which results from a failure by you to provide complete, truthful and accurate information to the us during your consultation.

8.2 This does not include or limit in any way our liability for death or personal injury caused by our negligence, or our responsibility for fraudulent misrepresentation and any other liability that cannot, under English law, be excluded.

8.3 Nothing in this section or elsewhere in our Terms & Conditions affects your statutory legal rights.

## **9. Notices**

9.1 Any formal legal notices should be sent to us at our Headquarters Address as above.

## **10. Events outside our control**

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control.

## **11. General**

11.1 If any of these Terms & Conditions are declared invalid, unlawful or unenforceable, then that provision shall be deemed to be deleted from these Terms & Conditions and the remaining provisions shall remain in full force and effect.

11.2 We reserve the right to change these Terms & Conditions at any time. The new version will be posted on our website and will take effect immediately upon posting. If you use the website after the new terms and conditions have come into effect, you will be indicating your agreement to be bound by the new terms and conditions.

11.3 Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights under these Terms & Conditions.

11.4 You and we agree that English law applies to these Terms & Conditions and that any dispute between us arising out of or in connection with these Terms & Conditions will only be dealt with by the English courts, unless you are resident in another part of the United Kingdom, in which case the applicable law of that part of the United Kingdom will apply and any dispute will be brought before the courts there. We are required by law to inform you that purchases can be concluded in English only and that no public filing requirements apply.

## **12. Complaints Policy**

12.1 We use an internal complaints procedure to make sure we handle all complaints in the best way possible. As part of our complaint's procedure, we're committed to confirming that the relevant team has received any complaint within three days of it being made.

12.2 We then investigate the events surrounding each complaint to get a full understanding of what has occurred.

12.3 After we've investigated the complaint you've made, we'll send you a written response explaining what was done to resolve it.

12.4 We might ask you for further information if necessary. Please note that the time it'll take to undertake an investigation will depend on the nature of the complaint and the people involved, but we are able to provide you updates if you request this.

12.5 We hope to respond to complaints as soon as possible, within four weeks of the complaint being made.

12.6 Once the investigation is completed and you've received a written response from us, a follow-up procedure will take place internally to ensure that we learn and improve our processes, avoiding situations like yours in the future.

12.7 If you're not satisfied with the responses or solutions we provided, we'll give you information on where you can get extra help.

## **13. Contact Us**

13.1 If you have any questions with regards to any of our services, please feel free to Contact Us. If you need urgent medical advice then please contact your usual healthcare provider or call NHS 111 or 999 as appropriate.

## **14. Updates**

14.1 These Terms & Conditions were last updated in January 2025.