



## About Us and our Services

We are a group of medical professionals, including a number of consultant physicians and surgeons, providing web-based software to enable healthcare service users to have video and audio consultations with General Medical Council (GMC) registered, Consultants.

## Terms and Conditions

1. Please read the following carefully. The Service(s) provided by Clarity Consultant Care Limited is/are provided subject to the following Terms and Conditions. Acceptance of the Terms and Conditions by the Service User forms part of the registration process and the Service may not be used by Service Users unless the User agrees to be bound by them. If you disagree with any part of the Terms and Conditions you must not use our Web Site or the Services.

## Definitions

**BACS Payment** a transfer of funds from one bank account to another.

**Company** means Clarity Consultant Care Limited (registered company number: 12061362) whose registered office is at Wellesley House, 204 London Road, Waterlooville, Hampshire PO7 7AN (hereinafter alternatively referred to as 'Clarity').

**Consultants** mean practising medical consultants who are registered with the General Medical Council ('GMC') and approved by Clarity offering consultations via video conferencing consultations and who conform and comply with clauses 22-33 of these Terms.

**Consultation Fees** – shall include fees payable by Service Users for use of the Services provided through the Web Site and operated by Clarity and also fees charged by Consultants.

**General Medical Council** - a public body that maintains the official register of medical practitioners within the United Kingdom in England. ([www.gmc-uk.org](http://www.gmc-uk.org)).

**Infrastructure** means data networks and devices which can access the internet ("Infrastructure") and operate our Web Site.

**Medical Secretary** - a person who performs clerical duties in a doctor's or other health professional's office.

**Payment Gateway** - a service provided by an e-commerce application service provider that authorises credit card or direct payments processing for e-businesses and online retailers.

**Service User / Patient** means individuals accessing our Web Site for the purposes of booking and paying for a consultation with a consultant on the GMC Specialist Register.

**Service** means the online introduction by the Company of private healthcare service users to highly qualified, GMC registered consultants and any other services, procedures and information provided by the Company.



**User information** means any information the Service User provides to the Company or other users of the Service and / or Web Site in relation to the Company's Service including information provided to the Company in order to use the Service.

**Video Conferencing** - a means whereby the Service User is connected to the Consultant using an encrypted video conferencing session hosted on the Clarity Web Site.

2. For the purposes of these terms and conditions, "Clarity", "we", "our" and "us" are references to Clarity Consultant Care Limited and "You" and "Your" refers to the Service User. References to 'Web Site' 'Web Site' or 'Site' means the web site you are browsing when you click on a link to these Terms and Conditions, including all subsidiary pages.

3. The entire contents of this web site, and the individual articles, items, media files and assets published are owned by Clarity Consultant Care Limited, unless otherwise indicated.

4. All Consultants providing video and/or audio appointments through our Web Site are registered by the GMC in the UK, follow the GMC's good medical practice guidance and are subject to the GMC Fitness to Practise actions.

5. If you are accessing our services from outside the UK, you should check whether it is lawful to access our services in the territory where you are. We provide our services in compliance with UK law and regulations and cannot take responsibility for any differences between those rules and any different rules applying to healthcare services anywhere else.

6. If you have any queries in respect of your use of this web site please contact us at:  
[janet@clarityconsultantcare.co.uk](mailto:janet@clarityconsultantcare.co.uk) or:

*Clarity Care Consulting Limited  
c/o Nuffield Hospital  
Broyle Rd  
Chichester  
West Sussex  
PO19 6WB*

7. We may make changes to these terms and conditions at any time. Examples of situations where changes may occur (but are not limited to) are:

- (a) when the rules regulating our Services change;
- (b) in order to ensure that our Services are secure and your information is safe;
- (c) when we update or modify our Services or our Charges.

Your continuing use of this Web Site constitutes your acceptance of and agreement to any such changed terms and conditions and policies.

In the event that we make any change to these terms that affects your rights or obligations, we will notify you.



8. Whilst we take all reasonable care to ensure that the information contained on the Web Site is accurate and up to date, we make no representations, warranties or undertakings about any of the information, content or materials provided on the Web Site (including, without limitation, any as to quality, accuracy, completeness or reliability).

9. We are not responsible for the content of other web sites that link to the Web Site, nor are we responsible for the content of any web site to which links are provided from the Web Site. Links to other sites are provided purely for your convenience and do not imply that we approve of those sites.

### **GDPR compliance statement**

10. Clarity respects and complies with the EU General Data Protection Regulations (GDPR). Some of the key ways we comply with these regulations are:

*Consent* - We explain what you're consenting to clearly and without 'legalese' and ask that you explicitly consent to contact from us.

*Breach Notification* - In the event of a breach, we will notify affected users within 72 hours of our first having become aware of that breach.

*Right to Access* - Users can request confirmation as to whether or not personal data concerning them is being processed, where and for what purpose. Further, we shall provide a copy of the personal data, free of charge, in an electronic format.

*Right to be Forgotten* - Once we have compared your rights to "the public interest in the availability of the data", we may delete your personal data where you have requested this.

*Data Portability* - We allow you to receive the personal data concerning you, which we will provide in a "commonly used and machine-readable format" and you have the right to transmit that data to another 'controller'.

*Privacy by Design* - We implement appropriate technical and organisational measures, in an effective way, in order to meet the requirements of this Regulation and protect the rights of data subjects'. We hold and process only the data absolutely necessary for the completion of our duties (data minimisation), as well as limiting the access to personal data to those needed to act out the processing.

11. No medical information or records of any kind will be held by Clarity about Service Users and Service Users will not be required to provide any medical history when using our Service.

12. The following information about Service Users will be held by Clarity whilst adhering at all times to the Data Security Standards in line with guidelines set by the National Health Service and Data Security and Protection Toolkit:

(a) *Name (Service User)*



*(b) Email Address*

*(c) Name of Consultant*

13. No card or individual bank account details relating to the Service User will be held or retained on the Clarity platform as all of this information will be handled by the Payment gateway.

#### **Copyright notice**

14. All content on our Web Site, unless otherwise stated, is copyright © 2020 Clarity Consultant Care Limited (Registration Number 12061362) Wellesley House, 204 London Road, Waterlooville, Hampshire PO7 7AN. All rights reserved.

15. You may not use any logo or other proprietary graphic or trademark of ours, our Partners or affiliates without our express written permission.

#### **About our Service**

16. There are two parts to the Services provided by Clarity:

(a) The operation of a web site providing an online directory of GMC-registered consultants across a range of specialities and enabling prospective service users (over the age of 18) to:

(i) research and identify the Consultant they wish to connect to and have a consultation with;

(ii) book a consultation with the Consultant to be conducted by video conferencing, telephone conferencing or face to face; and

(iii) pay for the consultation or in the case of insured patients, let the consultant know they have medical insurance and provide necessary details of this.

(b) Through the same web site, to provide the software and hosting for the consultation to take place through secure video conferencing or allow the consultant to use their own choice of videoconferencing platform.

These Services enable Service Users to see a Consultant on a “direct access” basis without the need to go through their GP or other referral process, whether for an initial assessment or a second opinion.

17. Clarity does not provide any medical treatment or advice of any kind.

#### **Membership Fees**

18. Charges to the Consultant for the patient introductions and, if required, for use of the Information Technology Services may be in the form of a 20% fee split for the cost of the appointment to the patient. If the patient pays directly to the consultant or has private medical insurance, Clarity will raise an invoice for 20% of the ‘self-pay’ fee they use when creating their profile regardless of the remuneration from the medical insurance company, this invoice is payable within 30 days. We will send the invoice and 3 reminders and if the payment is not received after these reminders we will deactivate the profile and may forward to a debt collection agency.



19. All fees payable by Consultants for this Service are payable in sterling, via the payment gateway.
20. If the Consultant has not linked a bank account to their profile through the payment gateway, we can collect the patients fee and we will send a cheque to the Consultant via their private hospital. Clarity will 'hold' this payment from the patient on their behalf and then transfer the payment to the consultant via cheque. This is still classed as a payment from the patient to the consultant. We will do this for the first patient transaction and then we will contact the Consultant to ask that they connect via our payment gateway. Failure to connect to the payment gateway may result in your profile being deactivated.
21. Clarity may increase the prices at any time by giving the Consultant not less than 30 days' notice.

### **Consultants**

22. All Consultants, when providing their pre-existing private service to Service Users through the Clarity Web Site, must do so from their CQC registered private hospital, surgery or other secure location which may serve as a private, virtual consultation room ensuring they follow their CQC registered private hospitals Remote Consultation Policy or any other guidance issued from said hospital relating to remote consultations.
23. All Consultants will be required to demonstrate their suitability for registration to the Web Site by providing Clarity with the following:
  - (a) General Medical Council ("GMC") number and register status;
  - (b) details of their practising privileges within a CQC regulated private hospital
24. In addition to the Conditions under (23) above, Clarity may also carry out cross-checks with the Consultant's private hospital Human Resources department to ensure that the information provided is accurate or ask the consultant to provide proof of identity to confirm who they are and that they are registered with the GMC and have practising privileges at a CQC registered premises.
25. As a condition of continued registration, Consultants will be required to ensure that they maintain their GMC registration under 22(a) above in addition to practising privileges and indemnity and must at all times adhere to GMC policies and regulations.
26. Any charges made by Consultants registered with Clarity must be in line with their advertised fees on the Web Site.
27. If a Consultant offers shorter appointments to their usual appointment lengths advertised on the site they can charge a lower (but never higher) amount.
28. All Consultants and medical secretaries working with or for Consultants will be contractually required to adhere to General Data Protection Regulation ("GDPR") and the Health Insurance Portability and Accountability Act 1996 ("HIPAA").
29. Consultants are contractually required to conduct any and all consultations whilst physically present in their CQC registered private hospital setting or other secure location which may serve as a private, virtual consultation room. Service Users (also occasionally referred to in these Terms and



Conditions as 'Patients') seen via Clarity's video conferencing will be treated in the same way as those seen face to face at these hospitals.

30. Consultants are at all times providing their services directly to the patients under their existing CQC regulated private hospital practising arrangements. It is the responsibility of the consultant to ensure any Remote Consultation Policies or policies pertaining to video consultations allow them to use Clarity Consultant Care.

31. At no time are Consultants employed by, nor do they carry out work on behalf of, Clarity. Consultants work in their own right and in their own capacity as private practitioners under pre-existing practising privileges. There will be no contract of service between Clarity and the consultants. The Consultants are using the service as an introduction service to new patients.

32. Consultants will not prescribe medicines unless it is, in their judgement, in the best interests of their patient.

33. In the event that a Consultant is debarred, is suspended from practising or is disqualified under GMC policies and regulations he must immediately inform Clarity.

#### **Service Users**

34. Our Services or those offered by Consultants should not be used in an emergency or if you have a condition that you know will require a physical examination. If you think you have a medical emergency, you should call your doctor or the emergency services immediately.

35. Some medical conditions are not suitable for remote consultations via our Clinical Services, and you should always seek advice from a medical practitioner in person if you are unsure about whether you have been able to explain or communicate your medical needs through our Services, or if you have any concerns about the advice you receive from the Consultant, or if it is different from other advice you have received.

36. Although it is the responsibility of the Service User to connect with a Consultant based on their medical needs and requirements, it is possible that Consultants may hold different clinical opinions on the same medical condition or symptoms.

37. We do not guarantee the availability of any particular Consultant at any particular time. We will do what we can to arrange a consultation with a Consultant as soon as possible but do not guarantee to offer consultations within a particular time.

38. It is the responsibility of the Service User to follow all instructions and advice you are given by Consultants following the consultation especially with regard to the use of any medicines or healthcare products.

39. We may suspend your access to services with us if your use of our Services breaches any of these Terms and Conditions.



### **Accessing our Service**

40. All Service Users may be required to register for the Service using the Clarity Web Site by providing their full names and email address in order to book an appointment with a Consultant.

41. There is no technical synchronisation between the Consultants' appointments calendar on the Web Site and the Consultants' own main working diary which may be separate to this. It is the responsibility of Consultants (or their medical secretaries) to allocate a video conference consultation through the reservation facility available through our Web Site and ensure this is reflected in their own consultant diary.

42. If using the Clarity platform for the actual video consultation, once the appointment is confirmed, the Service User and Consultant will be sent a link to click at the appointed time to enable them to access the encrypted video conferencing session, alternatively links for the Consultants can be accessed via the Consultants Dashboard for full waiting room functionality.

43. Subject to paragraph 44 below, all appointments between the Service User and the Consultant are conditional upon:

(a) further enquiries being made (if deemed necessary) by the Consultant (or their Medical Secretary) before confirming the appointment request;

(b) the Consultant or the Medical Secretary approving the consultation;

(c) payment being made for the Service by the Service User either through the payment gateway or directly through the Medical Secretary (if applicable) or provision of private medical insurance information and approval of this by the Medical Secretary.

44. Notwithstanding the provisions under paragraph 43 above, a Consultant may have the option (subject to their membership agreement) to offer an appointment on an unconditional basis should he decide that it is appropriate.

45. Upon approval by the Medical Secretary or Consultant of an appointment requested by a Service User through the Website, an email will be forwarded to both the Service User and the Consultant with a unique link to the video conference. It is the responsibility of the Service User to ensure that any device used to access Services is protected against viruses and malicious software. For appointments generated through the 'Instant Appointments' facility, it is the Consultants responsibility to ensure all communication including the unique link for that appointment is forwarded to the Service User.

46. Payments by Service Users to Consultants will be to the selected Consultant's connected bank account after deduction of Clarity's fee for providing the Service.

47. The charges for the provision of our Services on the Web Site may change at any time.



### **Technical**

48. We recommend that if you are using a wireless network to access Services through our Web Site, you avoid use of public wi-fi facilities in favour of a personal wi-fi connection, and that the wireless network is secured with WPA-2 security. We recommend that the device from which you access our Web Site is password protected, set to lock after a short period of inactivity, and protected with suitable anti-virus and anti-malware software. It is the responsibility of the Service User to ensure that they protect the security of their email.

49. We are not responsible for the Infrastructure which operates our Web Site. If you wish to use the Services, you should ensure you have an internet-enabled device and a sufficient internet connection available.

50. We operate anti-virus and malicious software prevention measures on our Web Site but we cannot guarantee that our Services will always be virus-free.

51. Technical or security threats or issues affecting the Infrastructure may require us to suspend our services in order to ensure they are secure and/or operating optimally. We will minimise these suspensions, but are not responsible for refunding charges or compensating you if they occur.

### **Cookies**

52. Our Web Site uses automatic data collection systems such as cookies. Cookies are files that are installed on the hard drive of the Service User or in the memory on the default browser pre-configured in the computer's operating system, to identify said Service. While it does not contain intelligible information, it associates the User's identity with personal data that they leave on the Web Site.

53. Cookies are located on our server so that only Clarity can process and/or manage the information collected and obtained through them and aggregated in order to optimise the Services of the Web Site regarding the specific requirements and preferences of Users expressed through their browsers.

54. On entering our Web Site, Service Users consent to install the aforementioned cookies on their hard disk. If any Service User does not want to install a cookie on their hard drive, they must configure their Internet browser software in order to disable them.

### **General**

55. The Services provided to Service Users and Consultants are on an 'as is' basis without a warranty of any kind being provided by us.

56. We supply the Services for private personal use and we are not responsible for any losses you may suffer arising out of the use of the Services which are business losses.

57. We are not responsible for any disputes or disagreements between you and your Consultant connected through our Services. You agree to resolve any disputes directly with the Consultant and to release Clarity of any and all claims, demands, and damages which may arise in relation to such



disputes. The Consultant must promptly notify us in writing no more than three days after such dispute and provide full and detailed particulars of the Dispute.

58. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions shall not be affected.

59. No person who is not a direct party to any agreement covered by these General Terms and conditions shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

60. If any disagreement between you and us arises in connection with these terms, we will attempt to resolve it by discussing it with you.

61. If we have not resolved a disagreement about these terms, or a complaint about our Services, either of us can refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution's independent mediation scheme for patients:

(see <https://www.cedr.com/consumer-disputes/healthcare/mediation/introduction>).

62. Clarity does not take responsibility for laws outside the UK and governing access to our Services.

63. With a view to providing and maintaining the highest level of service through our Web Site Clarity may from time to time introduce, operate and publish a review of Consultants based on the experiences of Service Users.

64. Clarity reserves the right to remove links to any web site that Service Users place in the testimonial area, or post on the Web Site, if they have actual knowledge that the activities in such web sites, or content thereof, are illegal or violate the rights of others, or if it is required to do so under a court order, arbitration award, or administrative order.

#### **Modifications to Terms and Conditions**

65. We may make changes to these Terms and Conditions from time to time. A link to the most current Terms and Conditions will be available on the home page of our Web Site and we will indicate the date of the "Latest Update" at the bottom of the Terms and Conditions. You are held responsible for visiting this page periodically to review the most current Terms and Conditions. Your continued use of our Services following the posting of such changes constitutes your acceptance of the amended Terms of Use.

66. After incorporation of the new content in the Terms and Conditions, the Service User shall declare to have read and accepted the new content and all its content.

#### **Governing law and Jurisdiction**

67. Your use of the Web Site and the purchase of any products or services from it, are governed in accordance with the laws of England and Wales.



68. The English courts shall have exclusive jurisdiction over any dispute or difference whatsoever arising out of or in connection with your use of the Web Site or the purchase of any products or services from it.