

# Terms and Conditions

## Nuffield Health

### The Nuffield Health Corporate Portal Web Portal

#### Information about Nuffield Health and Relevant Terms

The Nuffield Health Corporate Portal is a Web Portal provided and operated by Nuffield Health a Registered Charity Number: 205533 (England & Wales), a Charity Registered in Scotland Number: SC041793 and a Company Limited by Guarantee Registered in England Number 576970 and whose registered office is at Epsom Gateway, Ashley Avenue, Epsom, Surrey, KT18 5AL

References to “Appointment, Bookings or Orders” means the ability to book or schedule appointments via The Nuffield Health Corporate Portal.

References to “The Nuffield Health Corporate Portal” shall mean any websites and services which are accessed via or using the The Nuffield Health Corporate Portal Web Portal.

References to “We” or “Us” or “Our” shall be references to Nuffield Health.

References to “You”, “Your”, “User (s)” or “the End User” shall be references to the member or licensed user of The Nuffield Health Corporate Portal.

*References to “Terms”, “Agreement” and “End User License Agreement” or “EULA” mean the terms and conditions herein and any other terms that govern Your use of the Nuffield Health Corporate Portal.*

References to “website”, or “site”, means the The Nuffield Health Corporate Portal Web Portal, and all associated software and services which are a part of the The Nuffield Health Corporate Portal Web Portal.

References to “Services” means those services, content systems and information made available to users of The Nuffield Health Corporate Portal.

#### Accessing The Nuffield Health Corporate Portal

Access to The Nuffield Health Corporate Portal is permitted and licenced subject to the terms set out in this EULA, and we reserve the right to withdraw or amend access to or the functionality of any of the Nuffield Health Corporate Portal Services and/or suspend or terminate your account without notice or liability. We will not be liable if for any reason our site is unavailable at any time or for any period. By accessing The Nuffield Health Corporate Portal You agree to be bound by these Terms.

If You do not agree to these Terms You should not use The Nuffield Health Corporate Portal or access or use any of the Services. You must accept and comply with these Terms. Nuffield Health may refuse access, terminate or restrict Your access and use of The Nuffield Health Corporate Portal in the event of non-compliance with any part of this EULA. This EULA together with all updates, general terms and conditions of Nuffield Health, disclaimers, rules and policies regarding Your use of Nuffield Health services, collectively form the “Agreement” between You and Nuffield Health relating to Your use of The Nuffield Health Corporate Portal.

In order to use The Nuffield Health Corporate Portal, You must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service and/or telephony fees associated with such access. In addition, You must provide all equipment necessary to make such connection to the World Wide Web.

From time to time, Nuffield Health may restrict access to some parts or to the entire site of The Nuffield Health Corporate Portal.

The Nuffield Health Corporate Portal is licenced, not sold to You, for use only under the terms of this EULA. Nuffield Health reserves all rights in the The Nuffield Health Corporate Portal Web Portal and Services and in all The Nuffield Health Corporate Portal content and materials which are not expressly granted to You.

### The Nuffield Health Corporate Portal Changes Regularly

We aim to update our site regularly, and may change the content at any time and without notice. If the need arises, we may suspend access to The Nuffield Health Corporate Portal, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

### Member Account, Password and Security

If You choose, or You are provided with, a user identification code, password or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any third party. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your password or account. You agree to (a) immediately notify Nuffield Health of any unauthorised use of Your password or account and any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Nuffield Health cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. Nuffield Health have the right to disable any user identification code or password, whether chosen by You or allocated by us, at any time, if in our opinion You have failed to comply with any of the provisions of this EULA.

In consideration of Your use of The Nuffield Health Corporate Portal, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the The Nuffield Health Corporate Portal registration process and (b) maintain and promptly update any registration data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Nuffield Health has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Nuffield Health has the right to suspend or terminate Your account and refuse any and all current or future use of The Nuffield Health Corporate Portal (or any portion thereof).

### Scope of Licence for Use of The Nuffield Health Corporate Portal

The The Nuffield Health Corporate Portal Web Portal currently provides users with access to a rich collection of online resources, including, booking Nuffield Health services and maintaining and updating Your personal information. Unless explicitly stated otherwise, any new features that augment or enhance The Nuffield Health Corporate Portal, shall be subject to this EULA and any addition terms and condition that may be applicable. You acknowledge and agree that The Nuffield Health Corporate Portal is provided "AS IS" and that Nuffield Health assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalisation settings.

### Limits on Use of The Nuffield Health Corporate Portal

You are responsible for making all arrangements necessary for You to have access to The Nuffield Health Corporate Portal. You are also responsible for ensuring that all persons who access The Nuffield Health Corporate Portal through Your internet connection are aware of these terms, and that they comply with them.

### Reliance on Information Posted

Commentary and other materials posted on The Nuffield Health Corporate Portal are not intended to amount to advice on which reliance should be placed. Nuffield Health therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

The Nuffield Health Corporate Portal is dependent upon the accuracy of the data and input that You enter as part of Your use of the The Nuffield Health Corporate Portal Services. The information and services included in or available through The Nuffield Health Corporate Portal are based upon data and information provided by You and may include inaccuracies or typographical errors. Nuffield Health shall not be responsible for the use

and interpretation of any data and information submitted by You, and You shall be responsible for verifying all information and reports that are used as the basis for the The Nuffield Health Corporate Portal reports.

**Orders for Services, Bookings and Appointments via The Nuffield Health Corporate Portal**  
Contracts for the supply of services, goods or information obtained from Nuffield Health through The Nuffield Health Corporate Portal are governed by the terms set out in this EULA. These are the terms on which We will accept bookings and appointments for various Nuffield Health services which can be booked via The Nuffield Health Corporate Portal. You are responsible and must ensure that the booking details on any Order and as entered onto The Nuffield Health Corporate Portal are complete and accurate, before you submit the Order. If you think that there is a mistake or require any changes, please contact Us immediately.

When you submit an Order to Us, this does not mean that your Order is accepted. Our acceptance of any Order will take place when you receive an acknowledgement and confirmation from Nuffield Health. If We are unable to supply you with the Services, We will inform you of this by email and We will not process the Order.

Your Booking will become binding on you when We issue you with a written acceptance of an Order OR We contact you that We are able to provide you with the Services, which We will also confirm in writing to you, at which point a contract will come into existence between you and Nuffield Health.

Nuffield Health does not warrant or guarantee that all Services listed or advertised may be available at all times. Nuffield Health reserves the right to withdraw or amend any services which may be available via The Nuffield Health Corporate Portal. We may need to amend or cancel your Appointment even after this has been confirmed and paid for due to circumstances beyond our control or due to unavailability of Nuffield Health professionals. Nuffield Health will not be held liable in these circumstances – but will endeavour to rebook your appointment to a convenient alternative time or where no alternative is possible, then if you have paid for those Services, which are subsequently cancelled, Nuffield Health will repay any sums due (see Cancellation terms).

If any of the terms set out in this EULA conflict with any term of the Order, the Order will take priority. We shall assign an Order number to the Order and inform you of it when We confirm Your Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

If you do not pay Us for the Services when you are supposed to as set out in the Booking information, We may suspend provision of the Service or Appointment with immediate effect until you have paid Us all outstanding amounts. This does not affect Our right to charge you interest on any outstanding amounts, as set out below.

### Changes To an Order Or Terms

We may revise the terms of an Order from time to time in the following circumstances:

- a. changes in how We accept payment from you;
- b. changes in relevant laws and regulatory requirements;
- c. changes to the Services which are provided.

You may make a change to your Booking at any time up to a maximum of 24 Hours before your Appointment date by contacting Us. Where this means a change in the total price of the Services, We will notify you of the amended price.

### If There Is a Problem with the Services

In the unlikely event that there is any problem with the Services provided through Nuffield Health please contact Us and tell Us as soon as reasonably possible.

As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## Price And Payment

The price of the Services will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, 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.

If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc 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. However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, the right to claim interest will not apply for the period of the dispute.

## Your Rights To Cancel Or Reschedule Your Appointment

Your rights to cancel and applicable refund

Most Appointments carry a charge if cancelled by providing short notice. Minimum notice periods may vary, and therefore please refer to your booking confirmation for specific details on any charges that may apply. Subject to rules below which impose a charge for any cancellation giving less than 24 hours' notice, you may cancel your appointment at any time within 7 days of making your booking.

You will be charged the full charge if you fail to attend your appointment.

Subject to the following terms, you have the right to cancel or reschedule your appointment and you can do so by contacting the booking line in advance of your appointment within working hours 08:00 – 18:00 Monday to Friday, excluding bank holidays. Please refer to your booking confirmation for the details of the number to contact,

You must provide a minimum of 24 Hours' notice to cancel a booking by contacting Nuffield Health as set out above. However longer minimum notice periods may apply and you should refer to your booking confirmation for specific details on any charges that may apply.

If you cancel a booking by providing sufficient minimum notice and you have made any payment in advance, We will refund these amounts to you.

If you have booked a course of appointments, once We have begun to provide the services to you, you may cancel your order for the remaining services subject to providing the minimum notice requirements as set out above.

## Nuffield Health Rights To Cancel And Applicable Refund

If We have to cancel your appointment for any reason:

- a. We may have to cancel an appointment due to an event outside Our control or the unavailability of the relevant Nuffield Health Professional We will promptly contact you if this happens.
- b. If We have to cancel an appointment and you have made any payment in advance, We will refund these amounts to you.
- c. Where you have booked a course of appointments, and we have to cancel subsequent appoints, We will refund payments pro rate for those appointments which have been cancelled.

## Nuffield Health Privacy Policy / Data Protection

Registration Data and certain other information about You is subject to our Privacy Policy. For more information, please see our full privacy policy at <http://www.nuffieldhealth.com/privacy>.

You agree that Nuffield Health may access, preserve, and disclose Your account information and details provided by You to The Nuffield Health Corporate Portal: (a) for the purpose of providing the services to You; (b) for the purpose of administering Your account in accordance with the standard operating procedures of Nuffield Health or its affiliated companies; and (c) if required to do so by law or in the good faith belief that any such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this EULA; (iii) respond to claims that any Services violate the rights of third-parties; (iv) respond to Your requests for customer service; or (v) protect the rights, property, or personal safety of Nuffield Health, its users and the public.

## Use of Cookies

The Nuffield Health Corporate Portal uses cookies for record-keeping purposes. Nuffield Health has two primary uses for cookies. First, we use them to specify a user's preferences. Second, we use cookies to track web site usage trends and patterns. This helps us understand our users' needs better and improve areas of Nuffield The Nuffield Health Corporate Portal Web Portal. While both of these activities depend on the use of cookies, You have the option of disabling or refusing the cookies via Your web browser preferences. By using the Nuffield The Nuffield Health Corporate Portal Web Portal App, You agree that we can place these types of cookies on Your device. Additional information about Nuffield Health use of cookies and Your rights is contained in our full privacy policy at <http://www.nuffieldhealth.com/privacy>

## Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in The Nuffield Health Corporate Portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Nuffield Health provides You with a limited licence to download and access The Nuffield Health Corporate Portal subject to the Terms of this EULA. You may print off one copy, and may download extracts, of any page(s) from our site for Your personal reference and You may draw the attention of others within Your organisation to material posted on our site.

You must not modify copies of any materials You have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If You print off, copy or download any part of our site in breach of this EULA, Your right to use our site will cease immediately and You must, at our option, return or destroy any copies of the materials You have made.

## Charges

There is no subscription fee for The Nuffield Health Corporate Portal. All services are subject to the specific payment terms and conditions which are part of the ordering and payment process.

## Suspension of Service and Acceleration

If any amounts are due or owing by You to Nuffield Health or relating to any Services which you have Ordered through The Nuffield Health Corporate Portal or any other agreement or relationship with Nuffield

Health, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend the provision of all Nuffield Health services to You until such amounts are paid in full.

### Termination

The licence granted under this Agreement remains valid until terminated by Nuffield Health or by You. Your rights to use The Nuffield Health Corporate Portal will terminate automatically and without notice if You fail to comply with any of the Terms of this EULA or with other applicable terms, rules or regulations of Nuffield Health relating to the use of this site or to the use of any Nuffield Health Services. Upon termination of this Agreement, You shall cease all further use of The Nuffield Health Corporate Portal and destroy all copies, information or aspects of The Nuffield Health Corporate Portal which is held by You and You shall cease to access the site. Nuffield Health reserves the right at any time to discontinue, withdraw, modify or terminate the The Nuffield Health Corporate Portal Web Portal and associated Services without notice and without liability to You.

### Limits Of Liability

The Nuffield Health Corporate Portal allows you to book, amend and cancel services with Nuffield Health, and to maintain and update Your personal information. Nuffield Health has used reasonable care and skill in compiling the content and materials but makes no warranty as to the accuracy of any information and does not accept any liability for errors or omissions contained within the information within The Nuffield Health Corporate Portal. This site should not be accessed by anyone under the age of 16 or outside of the UK mainland.

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, Nuffield Health, other members of our group of companies and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect Nuffield Health's liability for death or personal injury arising from our negligence, nor Nuffield Health's liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

In no event shall Nuffield Health's total liability to You exceed the sum of £75.00 for any one event or series of related events.

### No Misuse or Export of The Nuffield Health Corporate Portal Web Portal

You may not copy, modify, transmit, attempt to unlawfully post content or export The Nuffield Health Corporate Portal or any associated content or Services. By using The Nuffield Health Corporate Portal, You represent and warrant that You are located in a territory where You are permitted to access and use the The Nuffield Health Corporate Portal without limitation.

### Viruses, Hacking and Other Offences

You must not misuse The Nuffield Health Corporate Portal by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to The Nuffield Health Corporate Portal, the server on which our site is stored or any server, computer

or database connected to our site or to any of the information which is collected and stored via The Nuffield Health Corporate Portal. You must not attack the The Nuffield Health Corporate Portal Web Portal in any way. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990.

Nuffield Health will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use The Nuffield Health Corporate Portal will cease immediately.

Nuffield Health will not be liable for any loss or damage caused by a denial-of-service attack, viruses or other technologically harmful material that may infect Your computer equipment, devices, programs, data or other proprietary material due to Your use of The Nuffield Health Corporate Portal or to Your downloading of any material posted on it, or on any website linked to it.

### Linking to The Nuffield Health Corporate Portal

You may link to The Nuffield Health Corporate Portal, provided You do so in a way that is fair and legal and does not damage Our reputation or take advantage of it, but You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by You.

The Nuffield Health Corporate Portal must not be framed on any other site, nor may You create a link to any part of The Nuffield Health Corporate Portal other than the home page. We reserve the right to withdraw linking permission without notice.

### Links from Our Site

Where The Nuffield Health Corporate Portal contains links to other sites and resources provided by third parties, these links are provided for Your information only. Nuffield Health has no control over the contents of those third party sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from Your use of them.

### Jurisdiction and Applicable Law

The English courts will have exclusive jurisdiction over any claim arising from, or related to The Nuffield Health Corporate Portal and the Services, although We retain the right to bring proceedings against You for breach of these conditions in Your country of residence or any other relevant country. This EULA and the Agreement are governed by English law.

### Variations

We may revise the Terms at any time. You are expected to check the EULA from time to time to take notice of any changes made by Nuffield Health, as they are binding on You. Some of the provisions contained in this EULA may also be superseded by provisions or notices published elsewhere within Nuffield Health.

### Information About Us And How To Contact Us

If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0345 045 4845. If you wish to contact Us in writing, or if any clause in this cancellation policy requires you to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Customer Services, Epsom Gateway, Ashley Avenue, Epsom, Surrey, KT18 5AL. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to as part of The Nuffield Health Corporate Portal.

### Your Concerns

If You have any concerns about material which appears on the Nuffield The Nuffield Health Corporate Portal Web Portal site, please contact [portal.support@nuffieldhealth.com](mailto:portal.support@nuffieldhealth.com).