**MyOrthopaedics LTD Terms and Conditions**

The terms and condition of the website are considered correct when written in English and not using a translation tool.

By booking an appointment or ticking our terms and condition box you will be accepting them as they are written, in English.  If you refuse to accept these terms and conditions, you are asked not to book a service with us either in person or by post.

**About us**

The term **MyOrthopaedics LTD** or ‘us’ or ‘we; refers to the company we own that offers services to ‘you’ as a user of our services. Our companies house number is **696905** and the registered address is Speyside Business Centre, 8 West Street, Office 2, Fochabers IV32 7DJ.

1.**Terms and conditions of service**

Please read these terms and conditions carefully before using our Services. Examples of Services include (but are not limited to) booking an appointment to see a clinician; requesting a Test that requires a clinical interpretation; or issuance of prescription by a clinician. In using our Services, you agree to be bound by these terms and conditions below. If you do not agree to these terms and conditions you should not engage our Services.

1.1.  MyOrthopaedics LTD is a provider of private healthcare in the United Kingdom. These shall be referred to as ‘Services’ and the request of the use these by you is to be termed a ‘Contract’.

1.2.  Contracts are subject to fee(s). Any additional time or investigations to deliver the contract is chargeable at an additional cost, which will be advised by the clinician during before being levied.

1.3.  Fees for our Services are located in the Fees sections of our website, on individual pages withing the website and are available when attending for an appointment at MyOrthopaedics LTD clinic.

1.4.   MyOrthopaedics LTD reserves the right to change the fees for Services as deemed necessary and will ensure that the fees section of the website is updated regularly to reflect the most up to date prices.

1.5.  All fees must be settled in full for i) clinic for onsite visits before leaving the premises and  ii) prior to the posting prescriptions and Tests to you.

1.6.  Payment can be made in cash or with credit/debit card payment with Visa, Maestro, Mastercard, Visa Electron, AMEX, and Delta. In the main we will send you a payment link to your mobile. You will have 48 hours to settle fees arising. Bacs payments are also possible.

1.7.  Where you have booked a clinic appointment, you can request to have an SMS/ text message to confirm the details of your appointment, including the location of the clinic at which the Services are to be provided.

1.8.  Enquiries answered by administrative team via email or telephone is for guidance purposes only. MyOrthopaedics LTD Ltd will not be held responsible for the accuracy of such information given outside of the formal consultation with clinicians.

1.9.  All clinicians providing Services on behalf of MyOrthopaedics LTD are responsible for their own clinical practice and for any advice, investigations or any treatments that they provide you with.

1.10. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems' capabilities.

1.11. MyOrthopaedics LTD Ltd will only provide Services to the patient themselves. We cannot provide consultation about a relative or friend without prior written permission.

1.12. For children under 16 years, consultations need to take place with the parent or legal guardian involvement unless the clinician advises they can be otherwise

1.13. Any samples provided by you in accordance with the Services of 1.3 shall be submitted to our contracted laboratory in the United Kingdom for the purpose of carrying out the Tests requested by our clinicians.

1.14.  MyOrthopaedics LTD does not provide a service out of the hours speficied in the website unless agreed with the relevant clinician and approved by the director in advanced.

1.15. We cannot accept responsibility for non-receipt of emails or unobtainable telephone numbers

1.16. Our staff have the right to work in an environment free from violent, threatening or abusive behaviour and everything will be done to protect that right. At no time will any violent, threatening or abusive behaviour be tolerated.

2.  **Website use**

Our website for the company MyOrthopaedics LTD, the registered owners of the website. The term ‘you’ refers to the user or viewer of our website. The use of this website is subject to the following terms of use

By browsing and using this website, you agree to comply with MyOrthopaedics LTD terms and conditions.  These terms which follow along with our privacy policy govern MyOrthopaedics LTD relationship with you in relation to our website. If you disagree with any part of these terms and conditions, please do not use our website. MyOrthopaedics LTD Ltd website is subject to change. This includes, contents, services provided, description of services, fees for services and blogs.

MyOrthopaedics LTD does not maintain any responsibility for the content on external sites linked from its website.

2.1.  MyOrthopaedics LTD offer accurate information on the website but cannot guarantee the information is from errors.

2.2.  MyOrthopaedics LTD does not guarantee that the website or server is free from computer viruses.

2.3.  MyOrthopaedics LTD owns all copyright to the content and organisation of information on the website. Unauthorised copying of information is not permitted

2.4.  The website is intended for use by people resident in or visiting the United Kingdom unless a patient seeking a medical travel package

2.5.  MyOrthopaedics LTD owns all trademarks, trade names, logos, devices and service marks appearing on the website, whether registered or unregistered.

2.6.  By booking a service and/or appointment through our site, you warrant that you are legally capable of entering into binding contracts; and that you are over 18.

2.7.  By clicking submit on a repeat prescription request you are instructing your clinician to review your health records and the resulting fee charge will be raised. Ordering a prescription does not mean automatic receipt of a prescription as the clinician can only issue a prescription if they feel it is safe to do so. The decision lies at the discretion of the clinician. The fee raised only requires settlement if the prescription is generated for you. This fee must be settled before your prescription can released to you.

2.8.  By placing an order for a Test via our website as you are contracting as a consumer, you may cancel a Contract relating to the ordered at any time within 7 working days of receipt.

3.  **Postal Tests**

3.1.  A clinician oversees the provision of any Tests subsequently dispatched by post. Request of a Test does not automatically mean that the provision will be agreed by the clinician who has final jurisdiction on the appropriateness of the Test.

3.2.  Postal Tests will be dispatched often same day but always within 48 hours of payment.

3.3.  We will take reasonable steps to meet the delivery date set out in the guidance supplied regarding the Tests. However, occasionally delivery may be affected by factors beyond our control and so cannot be guaranteed. We will let you know if we become aware of an unexpected delay and will arrange a new delivery date with you. Please allow extra time for deliveries to the Scottish Highlands and Island of Ireland.

3.4.  If you fail to take delivery, except where this failure is caused by our failure to comply with these Terms or by an event beyond your control we shall have no liability to you for late delivery and you shall be responsible for re-arranging delivery of the Test at your expense

3.5.   If we are not able to deliver the Test within the time scale required for your Test to be valid due to operational reasons or shortage of stock, we will deliver the Test as soon as it becomes available. If the Test cannot be dispatched in the time frame required we shall notify you as soon as reasonably practicable and you shall be entitled to cancel the Contract and receive a full refund in accordance with our refunds policy (set out in clause 4 below).

4.  **Refunds**4.1. Postal Tests; A Contract may be cancelled by you any time prior to postal dispatch of the Test or prescription for a full refund of the price paid for the items.

4.2. Where a Contract is cancelled in accordance with clause 4.1, you must not use the Test or prescription and you must either return the Test or dispose of the Test.

4.3.  You may cancel or rearrange a clinic appointment on giving not less than 24 hours notice preferably in writing to us. Cancelations with less than 24hours notice will attract no refunds.

4.4.  If you miss a clinic appointment that has been prepaid, we are under no obligation to refund any payment to you.

**4.5.**In the event that a Test or prescription is delivered to you under these Terms is damaged, faulty or in some other way unusable in accordance with the instructions provided, you must notify us within 7 days of receipt of the Test, confirming the damage or fault to the Test. Within 7 days of receipt of such notice we will arrange for a replacement Test or refund to be sent out to you.

4.6. If you return a Test to us because you have cancelled the Contract in accordance with the provisions of clause 4.1 above, we will process the refund due to you as soon as possible and, in any case, within 7 days of the day you gave notice of cancellation. In this case, we will refund the price of the Service in full (subject to any deductions permitted in accordance with these Terms) along with any applicable delivery charges.

4.7.We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

5.**Your obligations and responsibilities when contacting our services**

5.1.  When booking a clinic appointment you accept that it is your responsibility to attend the clinic appointment at the time and on the date specified at the time of booking.

5.2.  It is your responsibility to place your prescription request in writing to avoid drug errors when ordering medication. Incomplete requests will be rejected.

5.3.  When requesting a Test or prescription it is your responsibility to provide the correct information or any relevant information regarding any other recent healthcare Tests.  If you do not provide the correct information we are not obliged to refund any payment to you, or be liable if the doctor subsequently refuses to perform the Test or you change your mind.

5.4.  When placing an order for a Test you accept that it is your responsibility to comply with all and any instruction included with the Test and to return the Test to us for testing within the time limit specified in the Test. This includes providing a sufficient sample for testing in line with the instructions.  If you fail to provide a sufficient sample, we are not obliged to provide a replacement Test.

5.5**.**When placing an order for a Test you accept that it is your responsibility to ensure the Test sample is sent back to the laboratory within any required timeframe,  via the courier or tracked label provided or with any other guidance issued by MyOrthopaedics LTD.  MyOrthopaedics LTD Ltd cannot be held responsible for any delays that may occur in transit when using royal mail or couriers contracted by yourself.  If you choose to use a Royal Mail trackable service the vast majority of Tests will arrive in time, however this is guaranteed by Royal Mail and not MyOrthopaedics LTD.  Any turnaround time, including that of any guaranteed service does not start until a correctly taken sample is received by the laboratory.  MyOrthopaedics LTD cannot be held responsible for any delays caused by late receipt of the Test by the laboratory or any delays outside of MyOrthopaedics LTD’s control such as for instance the lack of testing capacity at the laboratory in the case of supply problems.

5.6.  When booking a clinic appointment, you acknowledge that your sample will be transported to the testing laboratory. MyOrthopaedics LTD cannot be held responsible for any delays that may occur in transit.  Any turnaround time, including that of any guaranteed service does not start until a correctly taken sample is received by the laboratory.  MyOrthopaedics LTD cannot be held responsible for any delays caused by late receipt of Test by the laboratory or any delays outside of MyOrthopaedics LTD ‘s control such as for instance the lack of testing capacity at the laboratory in the case of supply problems.

5.7.  When you have requested a method of communication for results, if this method fails, or is not available, or in the opinion of MyOrthopaedics LTD an alternative method of communication is in the best interests of you and public health, an alternative method of communication with you may be used.

5.8.  When booking a clinic appointment you accept that it is your responsibility to tell us if you wish your NHS GP to be informed of the consultation.

5.9.  Failure to comply with the provisions of clause 5.1 - 5.5 will not entitle you to a refund of any price paid for the Services and may affect the accuracy of the results of any Tests carried out on your behalf.

5.10.    If you book any appointment with MyOrthopaedics LTD you are consenting to the sample collection procedure associated with that Test or Tests and the performance of those Tests in any laboratory.  This may include testing your sample for HIV and other pathogens in case of a needle stick injury or other event which might put anyone handling your sample at risk. You further consent that the results of any additional Tests undertaken may be shared so as to ensure anyone affected can receive appropriate advice and treatment. You can withdraw that consent at any point up to when your sample is collected, and our normal refund and cancellation policy will apply.

5.11.        If there is an emergency during phlebotomy such as (but not limited to) you feeling unwell or fainting, then we would call an emergency service and would need to disclose to them such details as they request about the circumstances.

5.12.               We reserve the right to refuse to process a Test returned to us for processing if such Test is not receiving within 6 months of the date of dispatch, as set out in the Order Confirmation.

6**.     Our Liability**

6.1. If we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Services and any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

6.2 Nothing in this agreement excludes or limits our liability for:

6.2.1**.**death or personal injury caused by our negligence;

6.2.2**.**fraud or fraudulent misrepresentation;

6.2.3.any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;

6.2.4.defective Services under the Consumer Protection Act 1987; or

6.2.5.any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

**7.      Events Outside of Our Control**

7.1.  We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

7.2.  A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

7.2.1. strikes, lock-outs or other industrial action

7.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war

7.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;

7.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

7.2.5.  impossibility of the use of public or private telecommunications networks; and

7.2.6. the acts, decrees, legislation, regulations or restrictions of any government.

**8.     WAIVER**

8.1.  If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

8.2.A waiver by us of any default will not constitute a waiver of any subsequent default.

**9.     LAW AND JURISDICTION**

9.1.  Contracts for the purchase of Services through our sites and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scottish law.  Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of Scotland

9.2.Accepting these terms and conditions means you have accepted them in the English Language

PLEASE NOTE

MyOrthopaedics LTD is an independent organization from BMI Albyn. Any relationship or collaboration with this hospital will follow BMI Albyn’s terms and conditions, including prices and costs for services, facilities and equipment for any portion of the services rendered by BMI Albyn as well as the terms and conditions of MyOrthopaedics LTD for any portion of the services rendered by MyOrthopaedics LTD. This will happen for example, when a patient books an appointment at MyOrthopaedics clinic but then is booked for surgery at BMI Albyn.