



THE WORTHING CLINIC

OUR TERMS & CONDITIONS.

1. **Our terms & conditions.**

1.1 What do these terms cover? These are the terms and conditions on which we supply our medical assessment services.

1.2 Why should you read our terms & conditions? Please read the following carefully before you book a medical assessment with us. These terms tell you who we are, how we will provide services to you, how you and/or The Worthing Clinic may alter or terminate the contract. What to do if there is a problem and other important information.

2. **Who are we?**

2.1 We are 'The Worthing Clinic' trading as The Worthing Clinic Ltd, a company registered in England. Our company registration number is 13749464 and our registered office is at 39 Reigate Road, Worthing, West Sussex, BN11 5NE.

2.2 How to contact us? You can contact us by writing to us at bookings@theworthingclinic.health or by telephone on 01903 372 774.

2.3 How we may contact you? If we need to contact you then we will do so by telephone or by writing to you at the email address or postal address that you provided at the time that you booked your firearm medical assessment.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you.**

3.1 Once you have contacted us regarding your firearm medical and have paid your fee this forms a contract between you and The Worthing Clinic for this service.

3.2 By contracting The Worthing Clinic to complete this service for you, you accept that it could take up to 42 days to complete your medical report. Your GP practice can legally take up to 30 days to process the subject access request (SAR) before they send your medical records to us to complete our scrutiny.

3.3 The doctor completing your firearm medical assessment will be Dr Andrew Brereton (GMC 6164169) who is listed on the current GMC specialist register.

4. **Your obligations.**

4.1 You are solely responsible for providing The Worthing Clinic with a copy of photographic ID and corresponding address.

4.2 You are solely responsible for completing the consent form fully and accurately and returning it either by email or by post within 7 days of payment.

5. **Providing the service.**

5.1 Most police forces require The Worthing Clinic to scrutinise 10 years of your continuous (no gaps) medical records for a firearm renewal. Most police forces require The Worthing Clinic to scrutinise your entire medical record (firm birth) for a new firearm application. If you cannot meet these requirements then the Worthing Clinic can not enter into a contract with you.

5.2 If after a subject access request (SAR) has been completed and The Worthing Clinic receives inadequate or non-continuous medical records then we will notify you to see whether this may be rectified. If this is not

possible, the contract between you and The Worthing Clinic will be terminated in writing {by email} and you will not be refunded.

5.3 The Worthing Clinic has an obligation to comply with Home Office 2019 guidance. This recommended that your GP surgery is contacted to let them know that the Police will contact them to request that a firearms marker is flagged on your patient records. This enables your GP to notify the police should you have a change to your medical condition(s) relevant to your firearm licence in the intervening period.

6. Contact from the Police and your obligation to check the completed form(s).

6.1 What happens after you receive your completed firearm medical proforma? Following the scrutiny of your medical records we shall complete the relevant firearm medical proforma. It is your responsibility to send it to the correct .Police force.

6.2. What happens if I do not agree with what has been written on the completed form or my firearm licence application is refused? We are providing an independent clinical assessment and not in any way in control for the decision of other parties on that information. If you have any concerns / questions about the form or do not understand something stated within the form, you should raise those concerns/questions with us. We will not accept responsibility for or otherwise be held liable for any distress or subsequent losses which arise if your licence is delayed or refused. For the avoidance of doubt, no refund shall be due to you in such circumstances.

7. Delays outside of our control

7.1 We are not responsible for delays outside our control. If the provision of our services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract but you will not receive a refund, given all the work undertaken by The Worthing Clinic prior to that point

8. Price and payment

8.1 Where do you find the price for the firearm medical assessment? The price will be the price indicated on our website **www.theworthingclinic.health**

8.2 When and how do I pay for the firearm medical assessment? We accept BACS transfers only.

9. How we use your personal information?

9.1 Your personal data will be protected under UK law. The Worthing Clinic is compliant with the 7 principles laid down in GDPR legislation (2018).

9.2 Will your data be shared? Your data - summarised on the firearm medical assessment form, will be shared with your GP and the relevant Police. Authority

9.3 Will The Worthing Clinic keep my medical records? Yes your medical records will be kept securely on file for no longer than is necessary but for a maximum period of five years. After this period they will be erased and/or destroyed.

10. General terms

10.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

10.2 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

10.3 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that

you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.5 Which laws apply to this contract and where you may bring legal proceedings?

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.