



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

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 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 How do you book an appointment with us? To arrange an appointment for a medical assessment, please book directly through our website - www.theworthingclinic.health or call us by telephone on 01903 372 774.

3.2 How do we accept your booking request? This acceptance will take place once you pay for your medical through our online booking system. During the payment process you will select an appointment of your choosing. When you complete the online payment process, your appointment time and date will be confirmed and a contract will come into existence between you and us.

3.3 What if we cannot accept your booking request? If we are unable to accept your booking, then no appointment will be made and no charge incurred. This will most likely be due to there being a limit on the number of suitable appointment slots available on your requested date.

3.4 Appointment/booking confirmation. The Worthing Clinic will confirm your appointment/booking electronically by email confirmation and by offering you the option of integrating the confirmed appointment/booking date and time into your own electronic calendar on your own phone once you have secured your booking by completing the on line payment process.

4. Your obligations.

4.1 You are solely responsible for ensuring that you book the correct medical assessment for your occupational needs. We will not, under any circumstances, accept any responsibility or liability for an incorrectly booked medical assessment. We will not offer a refund for an incorrectly booked medical assessment under any circumstances.

4.1a You are solely responsible for completing the online medical questionnaire, which is sent to you by email, prior to attending your appointment in person.

4.2 What to bring to your appointment?

When attending your appointment, you must:

- (a) Bring the correct medical assessment form that relates to your occupation/hobby.
- (b) Provide full details of any medical problems that you may have and any medication that you are currently prescribed.
- (c) Provide the full address and contact details for your registered GP. If you are not registered with a GP, you must state this on your form by writing " not registered."
- (d) If you wear glasses or contact lenses for your occupation/hobby then please bring these with you. If you have a copy of your most recent prescription (glasses/contact lenses) then bring this with you.
- (e) Provide photographic identification with the correct corresponding address so that the doctor can correctly identify you at your appointment - e.g. photo driving licence or an in-date passport.

Failure to provide any information stated in 4.3 (b) or (c) or (d) or (e) above will result in the medical assessment being cancelled and you will be charged in full for that cancelled assessment in addition to the fee for any rearranged assessment.

5. What if there is a problem during the medical assessment?

5.1 The eye test.

The eye test is included in the cost of the medical and will be performed with a wall mounted Snellen chart. This eye test is used to see whether your eyesight meets the guidelines for your specific occupational medical assessment. This eye test is not as thorough as those eye tests performed by an optician or ophthalmologist using their specialist equipment and as such is not used as a screening test for eye disease but to only check and record your visual acuity.

For seafarers and motorsport medicals the eye test will also include a colour vision assessment. This will be performed using a 24 plate Ishihara test.

If you fail your eyesight test (acuity or colour vision test) the clinician will inform that your sight does not meet the necessary criteria for the medical examination. In such circumstances, you may either: (i) carry on with the rest of the examination and complete the form; or (ii) you can visit an optician who will provide recommendations on corrective measures so that you meet the criteria. We will not be liable for any costs incurred by you (e.g. the cost for an eye test with your optician) in such circumstances. For the avoidance of doubt, any subsequent medical examinations will be charged for in full, in addition to the fee paid by you for the initial appointment to see our clinician.

5.2 Blood pressure check.

Your blood pressure fluctuates throughout the day. We use electronic blood pressure monitors to check your blood pressure and transcribe the reading on to your form. We will not under any circumstance hold responsibility for or otherwise accept liability for any readings which exceed the specific occupational standards required. If your blood pressure exceeds the recommended blood pressure value(s) - you may be the subject of further investigation by your licencing body and this may delay the provision of your licence. The fee payable for your medical appointment includes the price of taking one blood pressure reading only. Any further readings are at the discretion of the clinician but are not mandated by the payment of the examination fee and we are not bound to offer serial blood pressure readings at your appointment.

(a) If you fail your blood pressure check because your blood pressure is persistently over 179/99mmHg, during your first medical assessment, then we will offer you a free re-test appointment at a later date. This offer can only be redeemed once and if, after a second appointment, you still have failed to provide blood pressure readings which are within the parameters accepted by your licencing body you will be required to pay in full if you wish to return again for another re-test. You must re-book within 60 calendar days of your initial appointment and you can only re-book once without incurring charges. You must email us to schedule your re-test appointment at booking@theworthingclinic.health or call us on 01903 372 774.

5.3 Urine dipstick test.

During your medical you will be asked to provide a urine sample. The urine dipstick test checks the health of your kidneys and can help detect diabetes. If the test result suggests a new diagnosis of diabetes or kidney disease then the rest of your medical examination will not be completed.

We will write to your GP to advise them of the result so that they may review you in person and arrange further investigations regarding diabetes or kidney disease. We will not offer a refund in this scenario, the medical examination fee paid is non refundable in this circumstance.

5.4 Unforeseen medical examination findings.

Occasionally the medical examination reveals a previously unknown issue such as heart murmur or an irregular heart beat. Without further investigation these could compromise your ability to safely perform your occupation/hobby as well as their potential implications on your general health. In this instance, we will write to your GP to explain what was found and to suggest investigations to expedite your care/licence attainment. We will not offer a refund in this scenario, the medical examination fee paid is non refundable in this circumstance.

5.5 Sudden illness during the consultation.

If you or the doctor completing your medical becomes unwell during the medical assessment and you/they are unable to continue then the medical assessment will be rescheduled at a later date, free of charge.

5.6 Language barrier.

The doctor will only complete the medical examination if they feel that you are able to fully understand the questions asked of you during the assessment. It is your responsibility to arrange for an interpreter to attend the appointment with you if there is likely to be a language barrier between you and the doctor. Please note we will not provide a refund for any medical appointment where the medical assessment cannot be carried out due to a perceived language barrier.

5.7 Additional medical needs.

Prior to attending your appointment, you have sole responsibility to disclose any chronic diseases / long term health conditions which require the completion of additional forms, on the day, by the doctor. In these circumstances, The Worthing Clinic are at liberty to extend your appointment time and charge accordingly.

5.8 ECG results.

If you are attending a medical which requires a 12 lead ECG, you will receive your results immediately and be given a printed copy of your 12 lead ECG during your appointment. If your ECG reveals a heart abnormality, this will be explained to you at the time by the doctor and The Worthing Clinic will refer you to your GP in writing to undergo further investigations. You will lose the entire fee paid for the medical appointment and this will not be refunded.

5.9 Relevant medical history.

It is your sole responsibility to bring to your appointment any medical notes or vaccination records which The Worthing Clinic will need to see to complete your assessment accurately and honestly. If you fail to provide the necessary record(s) - you may require another shorter appointment which will incur a £10.00 administration fee that can be paid on the www.theworthingclinic.health/our-services or in cash on the day.

6. Cancellations, postponements and delays to appointments

6.1 What happens if you need to cancel your appointment? In the event that you wish to cancel your medical appointment, you must provide us with at least forty eight (48) hours' notice. Where you provide us with this notice, we will refund the fee paid by you for the cancelled medical appointment minus a £2.00 processing fee. Refunds will be processed by the original payment method. It may take up to 28 days to complete the refund process. In the event that you do not provide us with the correct notice in accordance with this clause 6.1, you will lose the fee paid for the medical appointment and this will not be refunded.

6.2 What happens if we have to cancel your appointment? In the rare event that we may need to cancel your appointment we will contact you and offer to you another appointment for no extra charge. If we are unable to reschedule another appointment at a mutually convenient time then you will be refunded in full. Refunds will be processed by the original payment method. It may take up to 28 days to complete the refund process. Our liability for the cancelled appointment will be limited to refunding the sum paid by you for the medical appointment. We shall not, under any circumstances, be liable for or otherwise be held responsible for any consequential loss that you might incur as a result of the cancellation.

6.3 What happens if I need to reschedule my appointment? In the event that you wish to re-arrange your medical appointment, you must provide us with at least forty eight (48) hours' notice. Where you provide us with this notice, we will reschedule your medical appointment without further charges.

6.4 What if I am late to my scheduled appointment? If you late by 10 minutes or less - your appointment will be honoured and no further fees incurred. If you late by 10 minutes or more - your appointment will be cancelled with no refund.

6.5 What if I fail to attend my scheduled appointment? If you fail to attend for any reason your payment will not be refunded. You will need to schedule a new medical appointment and pay the full fee.

7. Contact from the regulatory authorities and your obligation to check the completed form(s).

7.1 What happens after the medical appointment? Following your medical assessment we shall complete the relevant form. It is your responsibility to return the form to the correct regulatory body..

7.2 Will the regulatory body contact your GP? Upon receiving your forms, the regulatory body may ask other healthcare providers, such as your GP, to provide further information. We do not accept any liability for any 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.

7.3. What happens if your licence or application is refused? We are providing a clinical assessment and not in any way in control for the decision of other parties on that information. We will not accept responsibility for or otherwise be held liable for any 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.

7.4 What if the relevant regulatory body contact you? If after completing a medical assessment, the regulatory body contacts you requesting an administrative amendment on the relevant form you must inform us of this immediately. We may request that you: (a) visit the clinic again to be seen by a doctor; and/or (b) send the original completed form back to us, so that a doctor can review and amend this as appropriate. This will incur a £10.00 administration fee that can be paid on the www.theworthingclinic.health/our-services or in cash on the day.

7.5 What happens if I do not agree with what has been written on the completed form? You must check the form before submitting it to the relevant regulatory body. Whilst we will check that the form is completed correctly, it is your sole responsibility to check the form for accuracy and completeness before it is submitted to the relevant third party. 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 during the medical assessment or, where this is not possible, as soon as possible after the medical assessment and before you submit your form.

8. Delays outside of our control

8.1 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 and receive a refund for any services you have paid for but not received.

9. Price and payment

9.1 Where do you find the price for the medical examination? The price of the medical examination will be the price indicated on our website www.theworthingclinic.health

9.2 When and how do I pay for the medical assessment? We accept online card payments, bacs transfers or cash. Completion of the online payment secures and confirms your appointment for your medical appointment.

9.3 How do I use a promotion code? A promotion code must be entered, by you, on the bookings page. This will automatically provide a discount to the overall cost of your medical. Some promotion codes are time limited and may have expired by the time of use.

10. Our responsibility for loss or damage suffered by you

10.1 We are not liable for business losses. If you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11. How we use your personal information?

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

11.2 Will your data be shared? Your data may be shared with your GP or another specialist doctor. For example, occasionally the medical examination or a 12 lead ECG reveals a previously unknown issue such as heart murmur or an irregular heart beat. In this instance we will write to your GP to explain what was found and

to suggest investigations to expedite your care/licence attainment.

12. General terms

12.1 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.

12.2 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.

12.3 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.

12.4 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.