

## 1. ABOUT US

We are Avante Health Ltd, a company incorporated in England and Wales with company number 12582861 and whose registered office is at 131 Shaggy Calf Lane, Slough SL2 5HR (“we”, “us”, or “our”). We are a digital-enabled private GP service offering remote GP services in the United Kingdom and localised in-person services in the Thames Valley area. We are regulated by the Care Quality Commission (the “CQC”), which is the independent regulator of all health and social care in England.

## 2. THESE TERMS AND CONDITIONS

These terms and conditions (“Terms”) are an agreement between you, as a user of our website and services, and us. The Terms apply to your use of our services and set out what we need from you in order to provide those services and what to do if something goes wrong. They set out your rights and the rules to follow when you use our website and services (whether via personal computers, mobile devices, in person, or otherwise).

By registering with us, using our services, and/or clicking an acceptance button on this website, you agree to these Terms and confirm that you have read, understood, and accepted them. Please do not register with us or use or access our website if you do not agree to these Terms, as otherwise we might need to cancel your registration and/or account with us.

You should read these Terms together with our separate [Privacy Policy](#) and [Cookie Policy](#). If you have any questions about these Terms or those policies, please see contact us using the details set out in section 13 below.

From time to time, we may modify or amend these Terms (for example, when rules and regulations that apply to our services change). Any such revision or change will be binding and effective immediately on posting of the revised Terms on our website. We recommend that you check these Terms on a regular basis so that you are aware of any changes or modifications made to them. If you continue to our services, you accept any such changes. If you don't agree with any changes to these Terms, you can cancel your registration with us and stop using our services.

We may immediately end our agreement with you that is governed by these Terms (including by refusing you access to and use of our services and website) if you fail to make a payment of the fees due to us and these remain unpaid 14 calendar days after the relevant due date or if you breach any of these Terms (although for non-serious breaches we will first give you an opportunity to put things right, which you will need to do within 7 calendar days). If our agreement with you is ended, it will not affect our right to receive any money which you owe to us under these Terms.

## 3. REGISTERING WITH US

To use our services, you must register with us via our website and continue to comply with these Terms.

You must be at least [eighteen (18)] years of age to register with us. Adults who are registered with us can also register children under [eighteen (18)] years of age to use our services, so long as they can prove their parental responsibility and/or guardianship by way of birth certification or guardianship letter. We may (but are not obliged to) consider other documents evidencing your parental responsibility or guardianship of a child under [eighteen (18)] years of age, but in all cases our decision as to whether accept that child's registration will be final.

Our services are intended solely for your personal use, or for use by a dependant together with you where we have accepted your dependant's registration. You must supervise children you are responsible for when they use our services and website.

You can only register with us if you are or will be located in the United Kingdom (i.e. in England, Wales, Scotland, or Northern Ireland) at the time you receive our services. All our services are designed and intended for individuals located in the United Kingdom only, unless we have stated otherwise. We cannot and do not guarantee that the information and/or the services we provide are applicable or available to or appropriate for individuals located outside the United Kingdom.

We reserve the right to introduce and enforce other limitations, depending on our company policies at the time or depending on regulations and/or guidelines issued by the CQC or the General Medical Council (the "GMC").

We reserve the right to refuse the registration of any individual for any reason. We also reserve the right to refuse any individual access to and/or use of our services, regardless of whether that individual has previously successfully registered with us, used any of our services, or visited our premises in person.

#### 4. OUR SERVICES

When we refer to our "**services**" in these Terms, we mean:

- (a) our "**Clinical Services**", which means our video, audio, and in-person consultations, where you can talk with one of our "**Medical Professionals**" (this means our clinical staff such as doctors, advanced nurse practitioners, and therapists), who may give you a diagnosis, recommendation, or treatment, and may prescribe medication to you or refer you to someone else; and
- (b) our "**COVID-19 Testing Services**", which refers to any testing services or test kits that we supply to you in relation to the COVID-19 virus (including but not limited to COVID-19 PCR tests, antigen tests, and antibody tests).

#### 5. OUR CLINICAL SERVICES

##### About our Clinical Services

Our Clinical Services are not the same as those provided by the NHS or by your NHS GP surgery or other private medical service providers.

##### About our Medical Professionals' advice

Our Medical Professionals arrive at any medical advice or diagnosis that they give to you through our services largely from your own description that you provide of your symptoms at the time. Therefore a significant part of the medical advice/diagnosis you may receive from our Medical Professionals is based largely on the information that you directly supply to us. It is your responsibility to present information honestly when questioned in as much detail as possible to the Medical Professional(s) you are consulting. If information you have provided to us subsequently becomes inaccurate, misleading, or false, you must notify us as soon as possible. If you feel you have unable to share your medical needs clearly during an appointment or consultation, you should speak to one of our Medical Professionals. Please book another consultation with us if you are concerned about any medical advice that you have received from us.

##### Prescriptions

During or following a consultation with us, you may be prescribed medicine by a Medical Professional to be sent to your nearest pharmacy. Please be aware that there are certain medicines that will not be prescribed by Medical Professionals via our services. We cannot and do not guarantee that you will receive any kind of prescription for any medicines,

treatments, or products whatsoever through the use of our Clinical Services, as this will depend on our prescribing policy and will need to be agreed as appropriate for your needs by one of our Medical Professionals. Our Clinical Services are not prescription-fulfilment services. Prescriptions will only be issued by one of our Medical Professionals under appropriate, legal, and responsible circumstances that are the result of discussion and agreement between you and the relevant Medical Professional. It is entirely (and solely) up to the consulting Medical Professional as to whether you will be prescribed any medicines following a consultation with us.

If a Medical Professional prescribes medicine to be collected at your nearest pharmacy, there may be an additional charge for the prescription. Prescriptions made by our Medical Professionals via our Clinical Services are private prescriptions only and are not NHS prescriptions. Private prescriptions will be fulfilled at a charge and that the charge will be unique to the nearest pharmacy as selected by the relevant Medical Professional.

Any prescriptions that you acquire via your legitimate use of our Clinical Services are strictly for your personal use. You must fully and carefully read all the information provided to you by our Medical Professionals, as well as any patient information leaflet included with any medications that you receive through our services. Every time you take any medicines that you are prescribed via our Clinical Services, you must follow the instructions provided by the Medical Professional(s) (however this is given to you), as well as any instructions on any prescriptions that you collect or applied by the pharmacy that you collect your medication from.

If you have any questions or do not understand in part or in full the reasons you have been provided with a prescription for any medication or the instructions provided or related to the medication that has been prescribed to you, then you must contact one of our Medical Professionals, another doctor (such as your NHS GP), or a pharmacist at the pharmacy to which your medicines were sent.

### **Paying for our Clinical Services**

By using our Clinical Services, you agree to pay all the fees due to us for our provision to you of those Clinical Services. You can pay for individual consultations with us or sign up to a membership package with us.

If you pay for individual consultations, our charge for each consultation will be indicated by us at the time you book the consultation. The relevant fee will be charged to you (and your payment of the fee will become due) at the time you book a consultation with us and will be charged using the payment method selected by you. If, due to a technical fault on our part, we are unable to complete your consultation, you will not be charged (or, if you have paid the fee to us already, this will be refunded to you).

Our standard and premium membership options each allow you to have a set number of consultations with us per calendar year. If the number of consultations you have with us in any calendar year exceeds that defined number, you will pay for those additional consultations individually in addition, as described above. Details of the costs of standard and premium membership and the number of consultations you can have with us per calendar year under those options are available on request.

It is your responsibility to ensure your chosen device for the consultation (mobile, tablet or computer) has the necessary technical capability to receive video or audio calls (as applicable) so that we can provide the Clinical Services. If your device is found not to have the necessary capabilities, the Medical Professional conducting your consultation will attempt to proceed with the consultation via a telephone call instead, in which case you will not be entitled to a refund. You are responsible for your own costs of having a device with the relevant technical capability and having an Internet connection.

#### Cancelling or missing consultations and your other cancellation rights

If you wish to cancel an appointment you have arranged with us, you can do so by contacting us by telephone or by email using the contact details in section 13 below either:

- (a) at any time up to 6 hours before the time of the consultation, in which case you will receive a full refund from us of any money that you have paid to us in respect of that consultation; or
- (b) within 15 minutes of booking the consultation, regardless of how soon the consultation is, in which case you will also receive a full refund from us of any money that you have paid to us in respect of that consultation.

If you do not cancel the appointment within the times set out above, we reserve the right to retain the money you have paid to us. However, if you have signed up to one of our membership options for Clinical Services and do not make use of any of our Clinical Services within 14 calendar days of having signed up to a membership option (and do not request us to provide services to you before that 14-day period has passed), you have the right to cancel your membership and receive a full refund of the money you have paid to us in respect of that membership. In order to exercise this right to cancel, you must inform us before that 14-day period has expired by clearly letting us know by post or email using the contact details set out in section 13 below. You can (but do not have to) use the following model cancellation form in order to exercise this right to cancel:

*To: Avante Health Limited*

*I give notice that I cancel my membership with Avante Health Limited to receive Clinical Services that I signed up to on [INSERT DATE].*

*Name: [INSERT YOUR NAME]*

*Address: [INSERT YOUR ADDRESS]*

*Signature: [SIGN IF YOU ARE SENDING BY POST]*

*Date: [INSERT DATE]*

If you decide to book a consultation with us during the 14-day period described above, you will lose this right to cancel and receive a full refund. If you wish to cancel a continuing membership for Clinical Services that you have signed up for after this 14-day period is over, then you must give us at least [thirty (30) calendar days] notice by contacting us using the details given in section 13 below. In that circumstance, we will refund to you a pro-rated amount of your annual membership fee based on the remaining period of your membership, but we may deduct from that refund reasonable compensation to cover our net costs as a result of your ending your membership early. This deduction will include an administration fee of up to £20 and, if we consider you acted in breach of these Terms during your membership, also include a sum to reflect our likely loss as a result.

You may amend a booked consultation date and time at any time, subject to availability. However, save as set out in these Terms, your right to receive a cancellation refund will be depend on the timing of the original date and time of the relevant consultation.

If you miss a consultation that you have booked and did not cancel in time, we reserve the right to mark your consultation as 'did not attend' and retain your payment for the consultation (or charge you for it if you have not already paid us). We will make reasonable efforts to get hold of you during your appointment time, such as a minimum of two telephone calls to the number you registered at the time of your consultation booking, or two attempted video calls, before concluding your consultation as 'did not attend'. However, your consultation appointment was unable to proceed due to a technical fault at our end, a refund will be made.

## 6. OUR COVID-19 TESTING SERVICES

### Information you provide to us

You are responsible for providing information, including personal and medical information, which is complete, accurate, and up to date. If you become aware of any information you have submitted to us that is inaccurate, you must contact us immediately. We take no responsibility for incorrect information on any forms, results, or certificates that are a result of the information you provide us.

### Choosing a COVID-19 test package

It is your responsibility to determine what COVID-19 test you need for your travel/ general requirements, and when you need to take your test. You must check your requirements on the relevant official website(s) of the countries of your departure and destination, and of any air/ferry/train transport companies that you are booked with. We can provide guidance but not official advice, and we take no responsibility for the accuracy or completeness of such information provided by us over the phone, via email, in person or in writing. We do this on a goodwill basis, and will not be responsible for any loss, damage, or inconvenience caused as a result of this advice (as far as applicable laws allow).

Choosing to travel during the COVID-19 pandemic is your own independent decision, and the risks of doing so are solely your responsibility. These risks include (but are not limited to) events such as late or last-minute changes to the schedule of an airline, train, ferry or any other transport, the implementation of new international travel restrictions, or new test requirements. It is your sole responsibility to check and verify these prior to booking your COVID-19 test.

### Charges and delivery of COVID-19 test kits

We will only deliver COVID-19 test kits to locations that we state are available for the service type you select, as specified on our website at the time of your booking. Please note that any delivery dates and times that we give to you for the delivery of COVID-19 test kits are estimates only and are subject to change. As far as applicable laws allow, we will not be responsible for any losses or damages that you incur (including any claims for losses where you have been unable to travel or work) if a test kit is not delivered to you within the timescales that we have indicated to you as an estimate.

Service coverage and cost may change at short notice due to the fluctuating availability. The fee you will pay to us for your COVID-19 Testing Services will be as stated by us at the time that you make your purchase with us.

It is your responsibility to ensure that the individual(s) to be tested are all present at your specified location within the estimated timeslots that we provide to you. If the relevant individual(s) is/are not present at the delivery location during your estimated timeslot, you will not be entitled to a refund and any further delivery will be at your own expense.

If you require a COVID-19 test kit because you are arriving into England from abroad, we will dispatch your postal COVID-19 test kit on the date of your arrival to the delivery address that you have stated to us. If you require a COVID-19 test kit for travel outside the UK or for any other reason, we will dispatch your postal COVID-19 test kit on the date that you agree with us when you purchase it.

There may be limitations/additional charges for delivery to Isle of Man/Northern Ireland/Scotland due to limitations with delivery options, please enquire before you place your orders if you would like delivery to these locations.

### Administering COVID-19 tests

If you have asked for a Medical Professional to assist an individual in administering a COVID-19 test at the place you are staying at, you are responsible for ensuring that the

relevant individual is present at the location you specify to us at the estimated time windows that we provide to you. If you are not present during that estimated time window at the relevant location, you will not be entitled a refund and, if you require a further visit, we will charge you additional fees for that visit.

If you are using a self-testing sample, it is your responsibility to follow carefully any written instructions which we/ our partner laboratory provide to you (including instructions to take your sample, securely seal the tube and bags, label bottle or bag, provide any required information, and, if required, complete the online registration process for your kit, taking note of tracking information prior to posting your kit, keeping records of any relevant barcode information for your kit and any postage instructions including use of priority post box). If you are unsure of any part of the COVID-19 testing process or the instructions provided to you, please get in touch with us using the contact details in section 13 below.

If you have booked a remote video consultation with us to assist you with administering a COVID-19 test, you are responsible for attending the video consultation appointment at the time you have booked (and, if you do not attend, the appointment will either be rescheduled by us depending on availability or cancelled, in which case you will not receive a refund for the missed appointment). You are responsible to ensure that you have a sufficient Internet connection and sufficient equipment (laptop or phone) with high-quality camera. We take no responsibility for failure to complete the video consultation if there is a technical problem at your end. So that we can assist you in administering the test remotely, we will require you to upload photos or demonstrate during your video consultation your completed test kits and identification documentation. You are responsible to ensure that any such photos or videos are in focus and of sufficient quality, contain the information required, and are submitted to us within the timescales specified in our instructions. If these requirements are not met, we will not be responsible for any failure to produce test results.

For in-clinic COVID 19 testing booked via our website/telephone, you will be given a time for your appointment to administer the COVID 19 test. You are responsible to attend the consultation appointment in good time for your appointment at the correct location as booked. We do not take any responsibility for missed appointments/losses incurred due to incorrect bookings and incorrect selection of sites at booking. It is your sole responsibility to at the time you have booked your appointment and, if you do not attend or are late for your appointment by more than 10 minutes, the appointment will either be rescheduled by us depending on availability at our discretion or cancelled, in which case you will not receive a refund for the missed appointment.

When you attend your appointment, you have to follow the instruction provided to you about your test and follow infection control guidance and maintain your self-isolation.

### **COVID-19 test results**

We take reasonable steps to email or text you results and/or certificates within the estimated timescales specified at the time you purchase a test from us. It is your responsibility to contact us promptly if you have not received notification of your results within the expected timescale. Please note that these timescales are estimates only and we cannot guarantee that you will receive the results within these timescales.

As with any medical test, we cannot guarantee 100% accuracy of our COVID-19 tests. There is always a risk of a false positive or false negative test result, or an inconclusive, uncertain, or rejected result. There is also a risk that our COVID-19 tests will not detect any new variants of the virus. As far as applicable laws allow, we are not responsible for any inconclusive, inaccurate, or void test results. In certain circumstances, we may at our discretion offer replacement tests to you. You rely on the test results at your own risk.

### **Refunds and cancellations**

If you have purchased a COVID-19 testing kit from us, you are entitled to cancel your order and receive a full refund in the following circumstances:

- where you have asked us to deliver your purchased COVID-19 testing kit by courier and make the cancellation before 1:00pm on the day before it is due to be delivered;
- where you have ordered tests for days 2 and/or 8 of your quarantine period after arriving in England from abroad, you may cancel your test bundle up to 48 hours before your scheduled arrival date;
- where you have ordered a postal test for Day 5 test to release, outbound travel or general purposes, you may cancel your test up to 48 hours before the dispatch date that you provide to us at the time of your booking

Except as stated above, we will not offer any refunds or cancellations in respect of COVID-19 postal kits, with specific examples of where we will be unable to refund you as follows:

- -Once you have received a test kit/ bundle of test kits, we cannot receive them back for reasons of infection control, even if you cannot use all your test kits for the purchased purpose (for instance a) where you purchase an Outbound and Return Travel Package but you test positive on your PCR for outbound travel, or b) where you test positive on your Day 2 Test for a Day2/Day 8 bundle)
- If you place an order 48 hours or less prior to the required date of delivery of your COVID-19 testing kit, you will not be able to receive a refund since these orders are prepared urgently for the next available delivery dispatch. Once an order has been dispatched, we cannot make any changes to it or refund you should make a change to it or request a cancellation.
- Once you have entered England using our Reference number for your Passenger Locator Form, we are required to dispatch the test(s) to you (as required under our participation in the mandatory scheme), so you will no longer be able to cancel the order.

At our discretion you may be able to use test kits we dispatch to you, but you are unable to use for the initial intended purpose, for other purposes in the future, subject to a) the expiry dates on the test kit dispatched, and b) you checking with us that it is suitable for your intended purpose prior to your usage. This may incur a charge if applicable.

As far as applicable laws allow, we are not responsible for (and will not offer any refunds for) any loss or damages caused by delays or failures in delivery of COVID-19 testing kits to your stated delivery address or to our partner laboratories for analysis if these delays or failures were beyond our reasonable control or caused by any service provider that we have contracted with for delivery (such as Royal Mail, DHL, DPD, Platinum Universal Logistics, or any private courier service).

## 7. WHAT YOU CANNOT DO WITH OUR SERVICES OR WEBSITE

You are not permitted to use any of our services or our website for any unlawful purpose (such as interfering with or reverse-engineering our website), for any business or commercial purpose (such as for profit), to attempt to clinically diagnose yourself, to prescribe treatment to others.

In addition, you must not access or use our website or other online platforms in any unlawful way or in a way that imposes an unreasonable or disproportionately large burden on our

website, communications, and technical systems (as we may determine) or that affects their operation. You must not transmit through our website or services any data, materials, content, or information that is libellous or any viruses, malware, or other malicious code.

[Save in respect of a child for whom you have parental responsibility and who is registered with us under your account.] you are not permitted to allow another person to use your own registered account to use our services. Any content, information, data, or materials that you provide to us or post on our website must not be false, fraudulent, defamatory, obscene, infringing of third-party rights or otherwise unlawful.

You must not alter or tamper with the contents of any documents that we issue to you in connection with the services we provide to you.

If we have reasonable grounds to believe that you are doing or have done any of the activities described in this section 7, we may suspend your access to our website and/or our services and/or cancel your account and registration with us.

## 8. PRIVACY AND SECURITY

Your privacy and personal information are important to us. Any personal information (including medical information) that you provide to us will be dealt with in line with our [Privacy Policy](#), which explains what personal information we collect from you, how and why we collect, store, use, and share such information, your rights in relation to your personal information, and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

In registering to use our services, you agree not to provide any false personal data to us or create any account for anyone other than yourself (or, where applicable and authorised by us, your dependants). Any account that you register with someone else's email address or with temporary email addresses may be closed without notice. We may require you to re-validate your account if we believe that you have been using an invalid email address.

Following registration with us, you are solely responsible for maintaining the confidentiality of your account and its password, and you accept responsibility for all activities that occur under your account. You must not share your account password with anyone else. You should use particular caution when accessing your account from a device which is public or shared, or which belongs to someone else so that others are not able to view or record your password or other personal information. If you believe that your account is no longer secure, or if you know or suspect that anyone other than you knows your password, then you must immediately notify us using the contact details set out in section 13 below.

You remain solely responsible for the security of your own devices, systems, credentials, and actions.

We are not responsible for the spam, junk or mail receipt prevention tactics of your email service provider who may stop emails from us containing information and/or documents that you require and/or have paid us for from reaching you. In these instances, you must take such access issues up with your email provider.

## 9. LIMITS ON OUR RESPONSIBILITY TO YOU

Because these Terms constitute a legally binding agreement between you and us, you are entitled to certain compensation if our services do not comply with these Terms. Under applicable laws, we cannot exclude our liability to you for death or personal injury that results from our negligence or for fraud. However (and subject to our legal responsibilities that we cannot exclude under applicable laws), in some cases we will not compensate you for all losses that you may suffer. We have explained these limitations in more detail below.

If we breach any of these Terms and you suffer loss or damage, we will (subject to the above) only be responsible for compensating you for that loss of damage if it was

“reasonably foreseeable”. A loss or damage is “reasonably foreseeable” if it is obvious that it will happen or if (when you accepted these Terms by registering with us or using our services) both you and we knew it might happen (for example, if we discussed it at the time). We are not responsible for compensating you for loss or damage that is not a “reasonably foreseeable” result of breaking these terms. We are also not responsible for compensating you for any loss or damage if that loss or damage was not caused by our breach of these Terms or if that loss or damage was caused by you having provided to us false, inaccurate, or misleading information.

Because we provide our services for your personal use only, we are not responsible for any losses or damages that you suffer resulting from our services that are business or non-consumer losses.

We use certain third-party organisations to help us provide some of our services (for example, we send COVID-19 tests to laboratories for analysis, send prescriptions to dispensing pharmacies, and engage couriers and logistics firms to collect and deliver certain products and testing kits). As far as applicable laws allow, we are not responsible for anything these third-party organisations do or fail to do.

Save as set out in these Terms and as far as applicable laws allow, we will not be responsible for any costs that you incur arising from any delay, disruption, or cancellation of your travel plans caused by the requirement to produce a negative COVID-19 test result or travel certificate (even if that delay was caused by us or any of our third-party providers that enable us to provide our COVID-19 Testing Services, such as our delivery and laboratory partners).

Our website contains links to other third-party websites. These are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any such third-party sites, including the purchase and use of any products or services accessible through them.

We may not be able to provide our services if they are affected by events outside our control. We are not responsible to you if this happens; however, if it does, we will notify you as soon as possible and take the steps that we reasonably can in order to minimise any interruption to our services.

Additionally, in respect of our COVID-19 Testing Services, as far as applicable laws allow, we are not responsible for any loss, damage, or personal injury that is caused by:

- your provision to us of insufficient or inadequate delivery instructions or incorrect delivery address details;
- your non-receipt of a COVID-19 testing kit when you expected it to arrive because you asked us to send it to someone else to receive/collect it on your behalf;
- your incorrect administration and undertaking of any COVID-19 test (for example, by not accurately or completely following the instructions provided to you);
- any delay in delivering COVID-19 testing kits to you if the delay was caused by one of our third-party providers (such as couriers or laboratories) or by circumstances beyond our reasonable control and there are no reasonable steps we could have taken to mitigate those circumstances; or
- any test failure due to incorrect or insufficient samples, delayed samples and any rejected samples as a result of inadequately packaged samples, or any inaccurate information provided in the online registration process or manual process for your test kit; or
- your inability or failure to retrieve your test results online resulting from you having given incomplete or inaccurate information to us.

#### 10. DISCOUNT CODES

We may offer discount codes from time to time. Such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered and are not transferable or redeemable for cash. Unless otherwise stated, our discount codes: (a) are only available for future new orders placed online within their stated validity period; (b) cannot be used retrospectively; (c) can only be redeemed once per customer; and (d) may be withdrawn by us at our discretion. You cannot use more than one discount code per transaction unless we state otherwise; if we do so, we will let you know which order you can apply the relevant code to.

#### 11. COMPLAINTS

We welcome your feedback and endeavour to respond to it wherever possible, even if it is negative or indifferent. Feedback can be provided independently or direct to us via our contact details set out in section 13 below. If you give negative feedback to us and/or make an informal complaint, we will first seek to resolve the issue with you as soon as possible.

If you wish to make a formal complaint, please do so either by post, email, or telephone using the contact details set out in section 13 below. You should do so as soon as possible either by post, email, or telephone call. You should confirm when doing so that you wish to make a formal complaint. Any complaint that you make should concern your own use of our services, save that, if you are the parent or legal guardian for a child registered with us, then you can make a complaint on that child's behalf. If you are not the patient to which the complaint relates, you must have their written permission to make a complaint on their behalf (unless, due to illness or disability, they cannot provide this) and send a copy of this to us.

We may ask for more details about you and/or your complaint in order to address it. We will handle and respond to your complaint as required to do so by the professional rules that apply to our Medical Professionals and following our complaints procedure.

If we are unable to resolve your complaint after this has been dealt with under our internal complaints procedure, you can refer your complaint to the complaint service operated by the [Independent Doctors Federation](#) (the "IDF"). The contact details for the IDF are as follows:

- Postal address: Independent Doctors Federation, Lettsom House, 11 Chandos Street, London W1G 9EB.
- Telephone: 020 3696 4080
- Email: [info@idf.uk.net](mailto:info@idf.uk.net)

If you have exhausted the IDF's complaints process, you can request independent adjudication of the complaint via the [Independent Healthcare Sector Complaints Adjudication Service](#) ("ICSAS"). The contact details for ICSAS are as follows:

- Postal address: Independent Sector Complaints Adjudication Service, 70 Fleet Street, London EC4Y 1EU
- Telephone: 020 7536 6091
- Email: [info@iscas.org.uk](mailto:info@iscas.org.uk)

If you have exhausted the ICSAS's complaints procedure, you can contact the CQC or the GMC. Their respective details are as follows: one of the following organisations:

- [Care Quality Commission](#) (CQC), Citygate, Newcastle upon Tyne, UK NE1 4PA. Telephone: 03000 616161. Email: [enquiries@cqc.org.uk](mailto:enquiries@cqc.org.uk)
- [General Medical Council](#) (GMC), Regent's Place, 350 Euston Road, London NW1 3JN. Telephone: 0161 923 6602. Email: [gmc@gmc-uk.org](mailto:gmc@gmc-uk.org)

### 12. OTHER IMPORTANT TERMS

Nobody else has any rights under these Terms, which are between you and us only (although, if you have parental responsibility for a child who is registered with us as your dependant, you may enforce these Terms on behalf of that child).

Even if we delay in enforcing our rights under these Terms, we can still do so later. If we do not insist immediately that you do anything you are required to do under these, or if we delay in taking steps against you in respect of your breaking your contract with us, 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.

These Terms are governed by the laws of England and Wales. Court proceedings can be taken in England and Wales in relation to these Terms (or, if you are a consumer residing in Scotland or Northern Ireland, in that part of the UK where you reside).

If a court finds any of these Terms, the remainder will continue in force.

Nothing in these Terms is intended to affect your or our legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

### 13. HOW TO CONTACT US

If you have any questions about these Terms, you can:

- (a) send a letter to us at Avante Health Limited, 131 Shaggy Calf Lane, Slough SL2 5HR;
- (b) phone us on 03330 069 610; or
- (c) email us at [support@avantehealth.co.uk](mailto:support@avantehealth.co.uk).

If we have to contact you, we will usually do so at the email address linked to your account.