



Terms & conditions

These Terms and Conditions relate to the engagement between Plant Based Health Online ("**PBHO**") and the users of its Services.

These Terms and Conditions ("**Terms**") will apply to our supply of the Service (as defined in paragraph 1 below) to persons who register through the PBHO online Platform ("**the Platform**") ("**User**", "**you**").

Please read these Terms carefully and make sure that you understand them. You will be asked to agree to these Terms before registering on the Platform (as defined in paragraph 1 below). If you refuse to accept these Terms, you will not be able to register to use the Platform for the purposes of accessing the services provided by PBHO ("**the Services**").

These Terms should be read in conjunction with our Privacy Policy which is available on our website. We may amend these Terms from time to time as set out in paragraph 4.

We are committed to the security and privacy of your information. Our Terms and Privacy Policy explain in more detail what information we collect from you and how we use it. We treat your information the way we wish our own to be treated, with the utmost care and confidentiality.

For the purposes of these Terms, we have used the following phrases:

"Data Protection Laws" means the General Data Protection Regulation 2018 (GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, including the Data Protection Act 2018; and then any successor legislation to the GDPR or the Data Protection Act 1998.

1. PBHO Services

PBHO provides health care services and intends to provide consultations to patients via an online portal ("the Platform") through the expertise of trained health care professionals. The following are details about PBHO, and the scope of Services provided by it.

1. **PLANT BASED HEALTH ONLINE Ltd** is a private limited company, incorporated in England and Wales under company number 12820252 and with its registered office address at 29 Stonehill Road, Headley Down, Bordon England, GU 35 8HF (hereinafter "**The Company**" / "**PBHO**", '**we**', '**us** '**our**').
2. Plant Based Health Online delivers the Services from our website www.plantbasedhealthonline.com (the "**Website**") and uses "Hey Doc", a fully integrated and cloud-based system to operate and manage the Plant Based Health Online Platform.
3. Your use of the Services will be subject to these Terms and your use of our Services shall be construed as your consent to be legally bound by these Terms.
4. Plant Based Health Online does not provide any emergency services or care for acute medical conditions or where treatment / diagnosis in-person is required.
5. Plant Based Health Online does not in normal circumstances, prescribe any controlled or off-license medication.
6. The Service is in no way designed to replace the services of your in-person NHS or private General Practitioner ("GP"), other NHS care provider or hospital.
7. You agree that the Services provided by PBHO are only supplementary to any medical advice or treatment that you are receiving or should receive from your in-person NHS or private General Practitioner and/or any NHS care provider or

hospital and that PBHO's services do not replace, supersede or substitute the above.

8. Please note that since our Services are provided online, it is not possible for us to physically examine our patients. It is therefore crucial that you provide us with accurate information, reports, diagnoses if any and medical history relating to you ("**Your Records**"). We shall not be liable for any medical advice received through the PBHO platform if the information and/or medical history and records that you have provided are incomplete and/or inaccurate.
9. You may be issued with a prescription for medicine by a Plant Based Health Online doctor/healthcare professional. The doctor will use all reasonable efforts, based on the medical history and Your Records that you have provided and the symptoms you describe, to prescribe medicine appropriate for your condition. Plant Based Health Online will endeavour to but shall not be responsible for ensuring that you receive the medicine you are prescribed or that the medicine you receive is the same as that prescribed by the doctor. Plant Based Health Online is also not responsible for any instructions in relation to the medication provided by a pharmacist or anyone else associated with the provision of medication you have been prescribed.
10. Plant Based Health Online has been granted registration with the Care Quality Commission ("CQC"). Further details of our registration and any future inspections can be found on our Website as well as the Care Quality Commission website.
11. All material contained on our Platform (including names, trademarks, wordmarks, logos, pictures, diagrams, literary and creative content and look-and-feel) are the property of Plant Based Health Online. Nothing contained on the Platform or made available through the Services should be construed as the grant of any licence or other right of use without the express written permission of Plant Based Health Online.
12. The Website and the provision of Services are the property of Plant Based Health Online and you have no right to modify, reproduce, copy or otherwise

exploit it or any portion of it and any unauthorised use will terminate any right to use it.

13. Plant Based Health Online will ensure that it has validated the identity of any individual before they have an appointment with our team. Details of the data collected by us for the purposes of due diligence have been outlined in our Privacy Policy.
14. In relation to identity verification, validate means the confirmation of an individual's identity in the following ways:
 - a. Through the verification against an acceptable photographic identification document: passport; driving license; or national identity card
15. Please note that our Services can be used by all independent adults who are 18 years of age and over.
16. Our Services cannot be used by those aged 17 years old and younger ("**Minor(s)**") unless our Services are sought by the Minor's parents/legal guardians for the benefit of such Minors.
17. Our Privacy Policy outlines the details of the personal data we need to collect for due diligence and the identity verification of the legal guardians and/or emergency contacts who approach us for the benefit of patients who are Minors and/or who are physically and/or mentally incapacitated and therefore not able to use our Services directly.

2. Patient Data

1. All information collected and supplied by you to Plant Based Health Online will be treated as confidential and only processed to provide the Services or as described in this section and our Privacy Policy. Please take the time to read these as they are integrated into these Terms and include important terms that apply to the collection, storage and use of your Personal Data .

2. For the purposes of the Data Protection Laws the data controller is Plant Based Health Online.
3. The primary purpose for which Plant Based Health Online will collect and use your Personal Data is to provide our Services to you. In addition your Personal Data or where you are unable to access our Services directly by reason of being a Minor or by reason of being a person who is physically and/or mentally incapable of doing so, the Personal Data of your legal guardian/ caregiver/ emergency contact will be collected and used for the purposes of due diligence and identity verification.
4. Plant Based Health Online may make audio and video recordings of your sessions and/or appointments with us ("**Appointment**") for clinical governance purposes. We assure you that all such Personal Data will be treated as confidential and will be held strictly in accordance with, and as long as required, under Data Protection Laws and our internal policies and procedures.
5. Whilst Plant Based Health Online encourages you to inform your NHS GP of any health concerns you may have discussed with Plant Based Health Online, we will not share information with your NHS GP unless we have your express written permission to do so or where there is an overriding public interest in disclosing the information without your consent. This is in accordance with the General Medical Council's guidance which may from time-to-time change. Plant Based Health Online will not however, be able to prescribe medication without your consent to share such information with your GP. In such circumstances, your healthcare practitioner will explain the situation clearly and where possible, explain for alternative options.
6. Plant Based Health Online may share aggregated anonymised data with third parties in order to monitor our Services and to ensure consistent quality and safety relating to the Services provided to patients.

7. Plant Based Health Online will generally share your information/Personal Data with persons nominated as your 'Emergency Contact', unless you have expressly asked us not to do so, or where an 'Emergency contact' has not been nominated, with the next of kin, particularly in cases of emergencies and where the interests (health) of the patient over-ride our obligation of confidentiality. For such circumstances it shall be deemed that the patient has consented to their information being shared with the Emergency Contact or next of kin. You can also name other people, with whom you would like us to share information about you, in which case we will carry out a due diligence on such persons and request them to submit relevant personal information for the purposes of the due diligence. We make best efforts to ensure that information provided over the telephone is restricted to those you have named, and we share this information on a need to know basis only and subject to a satisfactory due diligence. Sometimes this means refusing to disclose information about you to someone who feels they should know about your treatment and progress. Please make your family and friends aware of this. For the purposes of our Privacy Policy and these Terms "need to know basis" means that the recipient shall be given such information about a patient only if to do so is in the patient's best interests and particularly where the health and safety of the patient over-rides PBHO's obligation of confidentiality.

3. **Changes to these Terms**

We may revise these Terms and/or our Privacy Policy from time to time in the following circumstances:

1. changes in relevant laws and regulatory requirements; and
2. where we in our discretion deem a revision necessary or desirable and notify you of such a revision.
3. We encourage you to read our Terms and Privacy Policy from time to time to ensure that you are aware of any revisions and/or updates made to our Terms

and Privacy Policy. However, if we make a revision to these Terms and/or our Privacy Policy we will notify you of such revision(s) when you next access our Services. Your continued use of our Services will be deemed acceptance of such revised Terms and our Privacy Policy, and it is your responsibility to ensure that you are content to contract on such Terms at the point of transaction or use.

4. Changes to the Platform

1. We may update the Platform from time to time and may change the content and Services offered through it at any time, to reflect changes in relevant laws and regulatory requirements or to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of our Services. We will not, without notifying you in advance, make any changes to our Services, such that they will adversely affect you.
2. While every effort is made to avoid errors or omissions, with strict performance, security and quality controls and monitoring in place, we are unable to guarantee that the Platform, or any content on it, will be free from errors or omissions.
3. Any feedback information provided by Users of the Platform may be used by Plant Based Health Online to improve the quality of our Services. The Website will use cookies or similar technology to collect information about your access to the Website. We may also use a web-based analytics tool that tracks and reports on the manner in which the Website is used in order to help us improve it. The information that the cookies collect, such as the number of visitors to the site, the pages visited and the length of time spent on the site, may be aggregated and will therefore be anonymous. We don't use cookies in a way that allows us to identify site users.

5. Accessing the Platform

1. While every effort is made to avoid interruptions or unavailability with strict performance, security and quality controls and monitoring in place, we are unable to guarantee that our Services will always be available or be uninterrupted.
2. You are responsible for making all arrangements necessary for you to have access to our Services, including but not limited to a good internet connection.
3. Any medical information given on the Platform/Website whether written, stated or implied, is for information purposes only. The information is provided "as is" and without warranty of any kind by Plant Based Health Online. The information published on the Website/Platform does not in any manner constitute medical advice and should not be relied upon as medical advice provided to you. Plant Based Health Online therefore assumes no liability if users of the Website/Platform rely on informative articles and/or any other content published and made available on the Platform/Website.
4. Any medical information given on the Platform/Website whether written, stated or implied, is for information purposes only. The information is provided "as is" and without warranty of any kind by Plant Based Health Online. The information published on the Website/Platform does not in any manner constitute medical advice and should not be relied upon as medical advice provided to you. Plant Based Health Online therefore assumes no liability if users of the Website/Platform rely on informative articles and/or any other content published and made available on the Platform/Website.
5. Performance statistics and user/patient feedback cited on the Website/Platform are based on cookies and analytics tools used by Plant Based Health Online and/or collected with the help of in-house or third-party surveys respectively. These are subject to change without notice.
6. By using the Platform and Services, you agree that any information you provide is true and accurate, is not misleading, and is offered in good faith.

7. You are only permitted to access Plant Based Health Online and use the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purposes.
8. By signing up to these Terms and registering on the Platform, you agree to receive Service update communications by email and/or text message which will contain important information about your Appointments, the Platform and the Services.

6. Your account and Appointment details

1. When you register with Plant Based Health Online you will be provided with an email and email link for your Appointment. You must treat such information as confidential and must not disclose it to any third party. In addition, please ensure that you do not share your log-in credentials with anyone and that you log out of the Platform after each Appointment, particularly if you are share the device with others. Plant Based Health Online shall not be held liable for misappropriation of information caused as a result of the security of your account being compromised.
2. In case it is confirmed, or you suspect that the security of your account with PBHO has been compromised you must report this to us at the earliest possible.

7. Viruses

1. While we will implement all possible security and quality control measures to ensure that the Platform is as efficient and secure as possible, we cannot guarantee that our Services will be secure or free from bugs or viruses.
2. You are responsible for configuring your information technology, computer programmes and hardware in order to access Plant Based Health Online. You should use your own virus protection software.

3. You must not misuse the Platform by knowingly 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 Platform, the server on which the Platform is stored, or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We 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 Platform will cease immediately.

8. Linking to our Website

1. You may link to the Website's home page only, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
2. 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, and you must not establish a link to the Website in any website that is not owned by you.
3. The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page.
4. We reserve the right to withdraw linking permission without notice.
5. If you wish to make any use of content on the Website other than that set out above, please contact us at info@plantbasedhealthonline.com.

9. Third-party links and resources in the Platform

1. Where the Platform contains links to other websites, services and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources and Plant Based Health Online accepts no responsibility for your use of such websites, services or resources. Should you decide to access third-party websites and use their services, products or resources, we encourage you to read their terms of business and privacy policy. In addition, the website owners of such third-party websites are the registered proprietors of all the intellectual property to their respective websites and any content published thereon. Plant Based Health Online claims no rights of ownership to the Intellectual Property relating to third party websites and/or any content displayed or published on such websites.
2. Where the Platform uses third parties to provide the Services or part of the Services on our behalf, you may provide personal data to such third parties and be subject to the terms and privacy policy of that third party. We will notify you if this is the case in these Terms or our Privacy Policy. Plant Based Health Online does not accept any responsibility or liability for the terms and policies of the third parties.

10. Payment structure

1. Where you are a Self-Paying, you may purchase Appointments on a per Appointment basis as set out in our service and fee structures. The cost of an Appointment is set out clearly on our Website and may be subject to change at any time.
2. The price of an Appointment will be quoted on the Platform. Prices include any applicable taxes which might apply and are liable to change at any time, but changes, if any will not affect any existing Appointment already booked.

3. Payments for all Appointments must be made to Plant Based Health Online by credit or debit card using 'Stripe' on the checkout page. Plant Based Health Online accepts most major credit and debit cards.
4. You should be aware that online payment transactions are subject to validation checks by your card issuer and Plant Based Health Online is not responsible if your card issuer declines to authorise payment for any reason. If such payment is not authorised, your right to the booked Appointment shall be cancelled. Please note, it is possible that your card issuer may charge you an online handling fee or processing fee. Plant Based Health Online is not responsible for this.
5. Plant Based Health Online does not accept any cash payments.
6. Currently Plant Based Health Online does not collaborate with any insurance companies that may cover a patient's medical costs including the Fee payable to Plant Based Health Online. Should this change, we will update these Terms and shall also notify all our patients via email and if possible, by publishing it on our Website.

11.Appointments

1. By making an Appointment you give Plant Based Health Online express consent to provide the Service(s) to you in your chosen time slot and within any cancellation period provided by any English laws or regulations.
2. You may book an Appointment with a Plant Based Health Online doctor/ healthcare professional via our Website/Platform. The Appointment will occur via video conference, the details of which/link to which will be communicated to you ahead of your Appointment.
3. When booking your Appointment, you will be required to provide details about your health concerns and medical history and location. You will be prompted to

select a time slot in which you would like to attend your Appointment. All times will be in GMT/BST as applicable.

4. The day before your Appointment you will receive an email and text message notification that your Appointment is coming up.
5. It is your responsibility to be available to speak to the concerned doctor/ healthcare professional by your chosen method at the time of the Appointment, and for:
 - video Appointments, it is your responsibility to ensure that you are signed into the waiting room prior to your Appointment, following the instructions to test and ensure that both video and voice are functioning.
6. Plant Based Health Online reserves the right to deny any person access to the Platform or the Services.
7. Plant Based Health Online reserves the right to deny any person access for any inappropriate acts which may include but are not limited to:
 - inappropriate, abusive, offensive behaviour or remarks
8. Follow up Appointments - Plant Based Health Online may advise that a follow up appointment may be necessary. Plant Based Health Online advises patients to book and attend a follow-up Appointment within 6 (six) weeks of their first Appointment. This will enable Plant Based Health Online as well as you, as the patient to assess the results of the treatment and/or to address any queries you may have in relation to your treatment. The healthcare professional treating you will assist in the booking of a follow-up appointment. Plant Based Health Online will remind you by email and text message if the follow up appointment is not booked, up to and including the last day of the period. However, the booking of follow-up appointments lies completely at the sole discretion of our patients.

12. Amending and cancelling Appointments

1. You may cancel an Appointment at any time up to 48 hours prior to the time at which your Appointment is due to begin and you may amend an Appointment at any time up to 24 hours prior to the time at which your Appointment is due to begin. If you have amended the Appointment the fee for Services (**"Fee"**) will be credited/adjusted towards the rescheduled Appointment. If you have cancelled the Appointment, you will receive a full refund of the Fee that you have paid, provided all such cancellations/amendments are carried out within the above-mentioned time frame.
2. If you cancel within 48 hours of the Appointment or once the Appointment has begun, Plant Based Health Online will not refund the Fees paid and you agree that in such circumstances all Fees paid by you will be forfeited.
3. If you amend the time slot within less than 24 hours of your Appointment, this will be deemed a cancellation and there is no refund of any Fees paid.
4. If you are late for an Appointment, the Plant Based Health Online doctor/ healthcare professional reserves the right to either cancel or to continue with the Appointment. In the case of cancellation, there will be no refund and you may be asked to rebook for another Appointment. Should the Appointment continue, it will be deemed as the completion of the entire Appointment, notwithstanding the time that was lost on account of your delay in attending the Appointment.
5. If you have not been able to attend the Appointment because the Platform is unavailable due to a technical fault caused by Plant Based Health Online then Plant Based Health Online will give you an option between a refund of the full Fee of your Appointment or crediting/adjusting the Fee towards a rescheduled appointment. While Plant Based Health Online will be responsible for the functioning of the Platform it is your responsibility to ensure that your equipment (computer, laptop, netbook, tablet or other mobile device) meets the necessary technical specifications to enable you to access and use the Platform and the Services. Any failure by you to attend an Appointment because your equipment

does not meet the necessary technical specifications will not lead to Plant Based Health Online providing you with a refund.

6. If a refund is due, Plant Based Health Online will make the refund to you using the same method used by you to purchase the Appointment, unless agreed otherwise.

13. Doctors

1. Plant Based Health Online doctors/healthcare professionals are fully qualified to work in the United Kingdom (UK) and are registered with the General Medical Council (GMC) or other appropriate regulatory bodies. They undergo external appraisals and specific Plant Based Health Online staff induction and training in accordance with standard practice for health professionals practising in the UK and as regulated by the CQC. They receive bespoke training in virtual consultation skills and are monitored and appraised internally by the Plant Based Health Online clinical leadership team.
2. The Plant Based Health Online team are all covered with the requisite, adequate and appropriate medical/professional indemnity insurance, as required by the General Medical Council and/or any other relevant regulatory body.
3. The information and advice provided by a Plant Based Health Online doctor/healthcare professional during an Appointment should be used to increase your awareness of the options you may have available to you. By its nature, a virtual Appointment may not be sufficient in certain circumstances for your needs and is unlikely to be appropriate or sufficient for emergency conditions, where a physical examination or intervention must be/ is likely to be required or where the issue is not suited to remote Appointment. We strongly recommend you share and/or discuss the information from your Appointment with your local doctor/GP and that you return to your local doctor/GP to discuss any significant differences in recommended medical treatment and your concerns about previous medical treatments by your local doctor/GP.

4. The information and advice provided by Plant Based Health Online during an Appointment is based on the information you have supplied to Plant Based Health Online. It is your responsibility to ensure that this information is correct and complete and you accept that failure to do so (whether intentionally or not) may affect the information and advice that Plant Based Health Online can give to you and, as such, may have consequences for which we are not responsible.
5. In the event that you do not fully understand any information given during your Appointment, it is your responsibility to raise this during your Appointment and Plant Based Health Online will seek to clarify matters for you.
6. All healthcare professionals consulting on the Plant Based Health Online Platform provide advice based on their independent skills, judgment, expertise and experience, and therefore all such advice given, and deductions made are the sole responsibility or liability of the consultant/doctor/healthcare professional providing such advice/statements/deductions. Plant Based Health Online is only a platform/forum for doctors and other healthcare professionals to be able to provide their services virtually and there is no relationship of employment and/or partnership or joint venture between Plant Based Health Online and the healthcare professionals/doctors. Plant Based Health Online is therefore not liable for the advice given by the doctors/healthcare professionals using the Plant based Health Online Platform and it is the doctor/healthcare professional herself/himself who will be responsible for any advice given/statements, deductions or diagnosis made.
7. It is advised that you read in detail the profile including information of the professional indemnity insurance cover held by the doctor/health care professional you have made an Appointment with. By proceeding with your Appointment with a particular doctor/health care professional on the Plant Based Health Online Platform you confirm that you have read the doctor's/healthcare professional's background details and that you are proceeding to rely on the advice given by such doctor/health care professional at your own discretion. You agree that you will not hold Plant Based Health Online responsible or liable for the advice/statements/deductions that you receive from doctors/health care professionals using the Plant Based Health Online Platform.

14. Private Prescriptions

1. Plant Based Health Online may issue private prescriptions for medicines only, when in their professional judgment it is in your best interests to receive the medicine in accordance with the Plant Based Health Online prescribing guidelines that comply with General Medical Council Guidelines on remote prescribing and essential standards of quality and safety as interpreted by the Care Quality Commission. Plant Based Health Online may refuse to prescribe medicines where you do not consent to share this information with your GP or when they believe it is not in your best interests to receive medicines without the benefit of an in-person consultation. Plant Based Health Online strongly advises you to share information with your regular doctor/GP about any private prescriptions you receive.
2. Certain classes of medications such as specialist drugs, medications requiring close monitoring or controlled drugs (for example benzodiazepines such as sleeping tablets, and opioids such as morphine) and other classes of strong pain killers (for example high dose Codeine Phosphate) are not suitable for online prescribing and will not be prescribed by Plant Based Health Online. This is not an exhaustive list and Plant Based Health Online may advise you that a particular medication may not be suitable for an online prescription at the time of the Appointment.
3. If a Plant Based Health Online doctor/healthcare professional issues you a prescription, depending on a number of factors including your location and the medication you have been prescribed, a prescription may be fulfilled in the following way:
 - over the counter (where a prescription is not required for your prescribed medication); or

- sent securely and electronically by Plant Based Health Online to a private pharmacy should the patient want us to do so.
 - In all instances you or an adult at your delivery address may be required to present photographic ID to collect your prescription to ensure safe dispensing of your medication
4. Where Plant Based Health Online issue you a prescription of any kind:
 - You authorise Plant Based Health Online to share basic identification data with the pharmacy, taking all reasonable steps to protect your personal information, for the purposes of verifying your identification on collection of your prescription. The pharmacy may contact you directly to process the prescription including confirmation of your details and taking payment from you.
 5. You acknowledge that you and the dispensing pharmacies are solely responsible for arranging to receive medication and paying for such medication and delivery (if/where a delivery service is used) on such terms that, you agree with the pharmacy that dispenses the medication. You are under no obligation to purchase any prescribed medication, i.e. medication prescribed by Plant Based Health Online.
 6. You will comply with any and all instructions given in relation to any prescription provided to you including in particular, route, timing and dosages; you will promptly report any side effects of any prescription to a doctor either affiliated with Plant Based Health Online or your GP/NHS practitioner; you will protect anything prescribed to you and not permit any other person access to the prescribed medication; you will not use any prescription after its expiry date.
 7. You agree that the medication prescribed to a patient is for the exclusive use and reference by the patient. You cannot use the prescription as a reference to prescribe medication to any other person who you believe shows similar symptoms as the patient and for which the Plant Based Health Online doctor/ healthcare professional had prescribed the medication. Plant Based Health Online will not be responsible for the prescriptions written out by Plant Based

Health Online doctors/healthcare professionals being prescribed to and used by persons other than the patient to who the medication was prescribed.

8. You are advised to inform your registered GP or other healthcare provider of any medication changes advised by Plant Based Health Online.

15. Our liability

1. Nothing in these Terms shall limit or exclude our liability to you for:
 - death or personal injury caused by our negligence, which does not include the negligence of doctors and healthcare professionals providing their services through the Plant Based Health Platform;
 - fraudulent misrepresentation which does not include the fraudulent misrepresentation of doctors and health care professionals providing their services through the Plant Based Health Online Platform; or
 - breach of terms implied by the Consumer Rights Act 2015 which does not include the breach of terms implied by the Consumer Rights Act 2015 by doctors and healthcare professionals providing their services through the Plant Based Health platform.
2. You agree and understand that the Plant Based Health Online Platform only provides a virtual platform for doctors/healthcare professionals to offer and provide their services. Each doctor/healthcare professional provides her/his services based on her/his independent skill, expertise, experience and judgment and therefore each such doctor/healthcare professional shall be liable to you for the advice provided and deductions or diagnostics made by them.
3. It is your responsibility to verify that a particular doctor/healthcare professional has the expertise or is skilled in the medical field to which your query relates.

4. Plant Based Health Online's responsibility and liability are restricted to ensuring that every doctor/healthcare professional engaged by Plant Based Health Online possesses the necessary qualifications required by the Care Quality Commission (CQC) and/or the General Medical Council and/or any other regulatory body and that each such doctor/healthcare professional has the requisite professional indemnity cover as prescribed by the General Medical Council and/or any other relevant regulatory body.
5. Plant Based Health Online takes the interests and health of its users very seriously and Plant Based Health Online, shall therefore always endeavour to ensure that the doctors/healthcare professionals affiliated with Plant Based Health Online fulfill their contractual obligations of providing a good standard of service and of prioritising the interests of patients.
6. However, for the purposes of clarity, there is no relationship of employment or partnership or joint venture between Plant Based Health Online and the doctors/healthcare professionals providing services through the Plant Based Health Online platform. Therefore, each doctor/healthcare professional is an independent entity liable for the advice, treatment, medication, diagnosis and deductions dispensed and/or communicated by them. Further, each doctor/healthcare professional is not responsible for your medical care between booking your appointment and your consultation. Should your health condition change in this time you must seek advice from your GP or other healthcare provider as necessary and appropriate.
7. Plant Based Health Online has no liability for the quality or type of service or goods provided by any third party it may mention, or which may be linked on the Platform.
8. We are not responsible for delays outside our control. If our supply of the Service 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

supply of Service to you or to cancel an Appointment and receive a refund for any Appointments you have paid for but not received.

9. We are not liable for business losses. We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
10. We are not liable for any consequences if you use any medication prescribed by Plant Based Health Online doctors/healthcare professionals:
 - (a) for purposes other than for which they have been prescribed;
 - (b) in a manner and in doses other than in which it was prescribed to be taken;
 - (c) if you administer the medication or advice the use of medication to any other person.
11. We will not be held liable if you use prescriptions, advice and diagnoses provided by Plant Based Health Online doctors/ healthcare professionals to advice or provide treatment to other persons who may or may not show similar symptoms relating to which the advice, diagnoses, treatment or prescription was provided by the Plant Based Health Online doctors/healthcare professionals.

16. Referrals

1. Subject to your agreement, Plant Based Health Online can suggest or provide referrals to specialists where clinically appropriate and suitable. Plant Based Health Online will always make best efforts to ensure the most appropriate referral and recommendation is made where necessary.
2. Plant Based Health Online referrals may not specify a named individual consultant but are made on an 'open referral' basis specifying the appropriate medical specialty.

3. Any referrals made by Plant Based Health Online will be to serve our patients' best interests and to prioritise our patients' health.

17. Diagnostic tests

1. Plant Based Health Online can make referrals for private blood tests by a third-party provider ("**Provider**"). You acknowledge that you are solely responsible for arranging, undertaking and paying for such tests, if you choose to undertake them with the appropriate Provider of these tests. You agree to comply with any instructions provided in relation to the testing services including (without limitation) in relation to the booking and administration of investigation, payment and results management via the Platform, again using 'Stripe'. The processing time of tests may vary according to the Provider used by you and Plant Based Health Online cannot influence this directly and cannot guarantee the availability of the services from test Providers and shall not be liable for any acts or omissions of the test Providers.
2. By requesting a referral to a Provider, you authorise Plant Based Health Online to share your basic identification data with the selected Provider for the purposes of verifying your identification on arrival for your referral appointment. Plant Based Health Online will take all reasonable steps to protect your personal information in accordance with our Privacy Policy.
3. If your pathology tests are completed using a Plant Based Health Online third-party provider, your results will be uploaded securely onto your individual secure profile, and you explicitly consent to that by agreeing to undergo an agreed investigation. Your results will be shared with you directly by secure electronic format and you will be required to input your date of birth to be able to see your results. You may be required to book a follow up appointment with Plant Based Health Online for a review of your investigation results.

18.General

1. You may not transfer or assign any or all of your rights or obligations under any of these Terms.
2. All notices given by you to Plant Based Health Online must be given in writing to the address set out at the end of these Terms or via email at info@plantbasedhealthonline.com. We may give notice to you at either the email or postal address you provide to us when registering on the Platform.
3. If we fail to enforce any of our rights or there is a delay in doing so, that does not result in a waiver of that right.
4. If any provision of these Terms is found to be unenforceable, all other provisions shall remain unaffected.
5. These Terms are governed by English law and you and we submit to the non-exclusive jurisdiction of the courts of England and Wales. If you live in Scotland you can bring legal proceedings in respect of the Service in either the courts of Scotland, England and Wales. If you live in Northern Ireland you can bring legal proceedings in respect of the Service in either the courts of Northern Ireland, England and Wales.

19.Complaints

1. Plant Based Health Online welcomes all feedback and you can make contact by emailing us at [info@ plantbasedhealthonline.com](mailto:info@plantbasedhealthonline.com)
2. If you have a complaint, Plant Based Health Online will always endeavour to resolve the issue quickly and easily often at the time that it arises.
3. In the event that you would like to make a formal complaint you should do so as soon as possible. This will help us to establish what happened most easily. If this is not possible, your complaint should be submitted within 12 months of the

incident that caused the problem; or within 12 months of discovering that problem.

4. You should make your complaint in writing by email via info@plantbasedhealthonline.com or by post at Plant Based Health Online Ltd. 29 Stonehill Road, Headley Down, Bordon England, GU 35 8HF. You should be specific and concise and always include patient full name, date of birth, address and complaint details.
5. If the complaint concerns a clinical issue, the Plant Based Health Online team will ensure that a Plant Based Health Online Lead Doctor will deal with your concerns promptly and in the correct way.
6. If you are not the patient, but complaining on their behalf, you must have their permission to do so.
7. Plant Based Health Online will acknowledge your complaint within 3 working days of receipt and will aim to have fully investigated it within 28 working days from the date it was received. Any delays will always be communicated with you.
8. When we look into complaints, we will investigate the circumstance; make it possible for you to discuss the circumstances and problem with those concerned; ensure you receive an apology if appropriate and possible. We will take all steps to ensure the problem does not occur again.
9. You will receive a final letter setting out the result of any investigation.
10. If you remain dissatisfied, you may refer the matter to the Care Quality Commission, Citygate, Newcastle upon Tyne, UK NE1 4PA. Telephone – 03000 616161.

20.Contact Plant Based Health Online

Please submit any questions you have about these Terms or your Appointment by emailing us at info@plantbasedhealthonline.com or write to Plant Based Health Online Ltd. 29 Stonehill Road, Headley Down, Bordon England, GU 35 8HF