Terms and Conditions

Please read these terms and conditions carefully before you arrange an appointment as they contain important information, including the contractual relationship between us and you.

We are Hampshire Mental Health Partners LLP, a limited liability partnership registered in England and Wales (under partnership number: OC455972). References in these terms and conditions to "**us**" or "**we**" are also references to Hampshire Mental Health Partners LLP.

Other definitions used in these terms and conditions are as follows:

- "**Patient(s)**" or "**you**" mean individuals in England who seek psychiatric medical care from Hampshire Mental Health Partners LLP;
- "**Clinician**" means a qualified medical practitioner who is either (i) a consultant psychiatrist (who is as partner in Hampshire Mental Health Partners LLP) or (ii) a consultant psychiatrist (who is an independent contractor engaged by Hampshire Mental Health Partners LLP from time to time;
- "**Services**" mean the services provided by the Clinicians, namely (i) qualified and professional medical advice (and related services including referrals) to Patients and (ii), if agreed with a Clinician, the issuing to Patients of private medical prescriptions for certain medication(s) (each a "**Service**").
- "**EPR Platform**" means a third party online software platform used to assist with the provision of the Services and the creation of a Patient's EMR.
- "**EMR**" means a Patient's electronic medical records.

The provision of the Services to you are subject to these terms and conditions. When you complete your booking, which needs to be done via our website, you accept these terms and conditions and our Privacy Policy.

We may amend these terms and conditions from time to time. These terms and conditions were last updated on:
[24/08/2026].

1. Booking appointments

There are two ways to make appointments:

I) by sending an email to us to make an enquiry about making an appointment - to which we will then respond to inform you how to make an appointment via our website; or

II) by requesting an appointment directly via our website.

By making a booking with us, you accept that the provision of Services will occur on a private self-pay basis. We will not share the Patient's medical information with the Patient's GP without Patient consent unless there is imminent and significant risk to self or others, as deemed by the Clinician and/or their professional body. You will be presented with your options regarding medical record sharing before you start your first consultation (when entering your details on the EPR Platform).

You understand that by booking an appointment with us an EMR will automatically be created on the EPR Platform (please see below for further information about the EMR).

The EPR Platform is accessible through all full desktop operating systems (MacOS, Windows, Linux, etc) as well as Chrome OS. The EPR Platform does not support Internet Explorer and all versions of Microsoft Edge that are not Chrome based. However, in some cases the assigned Clinician may opt to make the consultation happen through another software platform at the Clinician's discretion. The choice to use alternative software platform is ultimately up to the Clinician. Patients can access the EPR Platform via electronic devices such as computer/tablet or smart phone.

Technical or security threats or issues affecting the infrastructure may require us to suspend our services and postpone consultations to ensure they are secure and/or operating optimally. We will aim to minimise these suspensions and seek to reschedule any appointment, however we will not refund charges or compensate you if they occur, unless such suspension exceeds 30 days in length, in which event you may cancel your agreement to take a consultation with us and receive a full refund.

Anti-virus software and anti-malware devices are in use on the website but we cannot guarantee that the website will be free from viruses or malicious software so please ensure anti-virus and anti-malware software are in operation on any device with which you use to access our website.

You must not attempt to gain unauthorised access to the Services or our website.

2. Payment and Delivery of Services

When making an appointment for any of our Services, you will be required to make a payment at the time of booking. No Services will be provided unless payment has been made in full at the time of booking.

The purchase of goods or services online comes with a statutory right enabling you to cancel your booking upon written notice to us within fourteen (14) days after the day on which your booking is confirmed ("Cooling-Off Period"), without giving any reason

However, if a booking has been confirmed for an appointment date that falls within the Cooling-Off Period (ie a date that is less than 14 days from the date of such booking being confirmed), you acknowledge that you have requested us to start providing the Services during the Cooling Off Period and if you cancel within the Cooling-Off Period, you agree

that you will still remain liable to pay all and any of our fees and expenses arising out of the Services we have provided.

No refunds will be given once the appointment has taken place.

You agree that the provision of any Services is subject to your payment in full of any costs relating to consultation, administrative and/or delivery fees incurred in relation to the Services pursuant to Hampshire Mental Health Partners LLP's schedule of fees (as shown on our website) and as varied from time to time.

Any and all fees and charges, without exception, incurred at the time of booking are your responsibility as the account holder (If there is any question with regard to who is responsible for the fees and charges incurred, we will refer to the details provided at the time of booking and that individual has the legal responsibility for all fees and charges and no alternative position shall be acceptable.

Hampshire Mental Health Partners LLP reserves the right to modify our fees and/or pricing structure at any time, at its sole discretion and implement the new fees and/or price structure at any time prior to billing you for payments due pursuant to these terms and conditions.

[In the event that a Patient asks us and/or a Clinician for any assistance in the preparation of any documents or applications (for example, a patient's Personal Independence Payment (PIP) application) that are not specifically listed in our fee schedule (or pricing structure) from time to time, we reserve the right (at our sole discretion) either not to provide any assistance with the preparation of such documents or applications, or to charge a fee for assisting with such preparation.]

You expressly grant Hampshire Mental Health Partners LLP license to pre-authorise or charge any debit and/or credit cards in your account before enabling the provision of any of the Services (including the confirmation of an appointment time and date that has been allocated to you) and you accept that any failure of the pre-authorisation or authorisation processes (as a result of the information provided by you) is likely to result in the Services not being provided to you.

3. Consultations

Subject to availability, you can choose to book an appointment in advance. After you have requested an appointment (via whether through our website or by email, you will be sent written confirmation of the appointment in the form of an email. If you do not receive such confirmation within 24 hours of requesting your appointment (or, if sooner, within 4 hours of the start of your intended appointment) please contact us to check we have received your booking request. We will advise you by email as soon as possible if we have to amend, change or cancel any consultation that you have booked.

You may be asked to upload or show photographic identification, issued by the UK Government (passport or driving license) prior to a video consultation to enable our Clinicians to confirm your identity before prescribing certain medication.

We may use a third-party AI generated transcript recording system (during the consultation) purely for administrative purposes to assist the Clinician in preparing their notes and/or their letters to Patients following each consultation (such administrative AI generated transcripts are deleted following the preparation of such notes and/or letters). By attending a consultation appointment, Patients are deemed (i) to consent to the use by us and/or the Clinician of such AI generated transcript recording system for such administrative purposes and (ii) to agree that they shall not be entitled to receive any copy of such AI generated transcript.

No recordings whatsoever (in whatever format) are to be made of a consultation by a Patient (or by anyone on behalf of a Patient). Any breach of this, shall be regarded as a breach of these terms and conditions.

4. Late Arrival and Cancellation of Appointments

We expect all our Patients to arrive at their appointment on time. However, provided an appointment has been booked and confirmed, you may arrive and enter the consultation up until fifteen (15) minutes after the scheduled start time of that consultation. For example, if you have a 1 hour consultation booked at 3pm, you may arrive and start the consultation up until 3.15pm, but no later.

If you request to cancel your appointment, or if you fail to attend an appointment, the following will apply in relation to fees:

1. If you choose to cancel your appointment giving 48hrs or more notice in advance of the scheduled appointment time, we will provide a full refund;
2. If you request to cancel your appointment between 48 and 24 hours before the scheduled appointment time, 50% of the total fee (ie. 50% of the invoice total) will be payable by you.
3. If you request to cancel an appointment less than 24hrs before the scheduled appointment time (or if you fail to attend the appointment), you will still remain liable to pay the full invoice amount of fees.

You may cancel any booking you have made by contacting us via email. If your cancellation is successful you will receive an email from the EPR Platform to that effect. If you do not receive the cancellation email then you must either try again or contact us directly. You accept that Hampshire Mental Health Partners LLP is not responsible and will accept no liability for any costs, expenses or losses arising from your failure properly to cancel any appointment with us. You accept that failure to cancel an appointment may lead to you being charged a cancellation fee (see above) and/or the full fee for the appointment that you failed to cancel.

5. Prescribing Medication

Clinicians will not prescribe medicines unless it is, in their professional opinion, in the best interests of their Patient (and they may not be able to prescribe some medicines based on an online consultation, depending on the condition and your location).

You understand and accept there is no guarantee whatsoever that you will be issued or provided with a prescription for any medication and acknowledge that the issuing of any prescription is at the sole discretion of the Clinician, subject to the limitations applied by Hampshire Mental Health Partners LLP's policies from time to time.

You accept that if we provide you with prescriptions they will be private prescriptions. We charge for a private prescriptions outside of an appointment (please see our fees schedule) and you will also separately incur the cost of the medicine(s) prescribed by the pharmacy that provides the said prescribed medicine to you. You acknowledge this additional cost price is set independently by the pharmacy and not by Hampshire Mental Health Partners LLP.

We cannot guarantee that any GP will take over the prescribing of any medication. We will only provide ongoing prescriptions whilst a Patient remains under our care and has follow up appointments with us.

Any prescription that you receive from Hampshire Mental Health Partners LLP is only valid for use at legal UK pharmacies. You understand and agree that any prescriptions you obtain from us are solely for your personal use. Furthermore, you agree carefully to read all information provided to you and to follow the instructions provided, on the prescription(s) itself (the label applied by the pharmacy) or otherwise, prior to taking any of the prescribed medicines. You also hereby agree to contact your Clinician, another doctor or a pharmacist if you have any questions or do not fully understand the reasons you have been prescribed any medication or the instructions related to the medication.

6. Delivery of Medication

In the event (following a consultation with you) a Clinician decides to issue a prescription, the prescription will be posted by us by mail or submitted otherwise (for non-controlled medications) to any pharmacy that has been identified by Hampshire Mental Health Partners LLP as complying with our clinical governance structures. Dispensing and delivering of medications to the patient is not processed by Hampshire Mental Health Partners LLP, but by any pharmacy used for those purposes by us. The dispensing pharmacy (usually Healistic or CloudRX) arranges for the prescribed medication to be delivered to the Patient according to their regulations.

There is no guarantee that a Clinician will agree to re-issue any document if such document has been lost. In the event that you request a Clinician to issue a replacement prescription, report or letter you will be charged in accordance with the current cost for a copy. We will not re-issue a controlled drug prescription unless there are exceptional circumstances as agreed with us (in our sole discretion).

7. Electronic medical records (EMR)

Your EMR is created for you to document (by way of consultation with your Clinician), store and access your personal health information online, including medical history, current health conditions, and medications etc, and for your Clinician to record the results of medical encounters with you in accordance with obligations under applicable law and

regulations. Any information provided as part of a consultation (or provided prior or between consultations) becomes part of your EMR when attached to the records by your Clinician. If you want a particular detail added to your EMR it is your responsibility to express this view to your Clinician whilst in consultation.

It is your responsibility to confirm any information during a consultation with a Clinician so as to ensure the accuracy of your EMR and so that your EMR is kept up to date. Please note that your Clinician is obliged to use the information included in your EMR solely in accordance with their legal obligations including, without limitation, obtaining any consents or authorisations that may be required for your information to be shared with other participating providers. However, by requesting an appointment with a Clinician you agree to disclose the full contents of your EMR to the Clinician who will conduct your consultation.

Please also see our Privacy Policy (which can be found on our website) in relation to the way in which your information is processed and used.

8. Refunds

If you think you are due a refund you must contact us as soon as possible providing details of the consultation and a full description in writing of the issue or concern you are raising.

Please note: you will not receive any refund:

- if you do not receive the diagnosis, treatment or report you had expected or wanted;
- If it took longer than the published waiting time on the EPR Platform for your consultation to start; or
- If you did not use all available minutes in any appointment that you have started.

In addition, we do not provide refunds where Hampshire Mental Health Partners LLP is not at fault, such as in the following circumstances (which is not an exhaustive list but an indication only):

- If you are unable to have a private prescription, legitimately and correctly provided, fulfilled and/or the associated medication dispensed at a pharmacy of your choice for whatever reason.
- If your consultation is disrupted because of your actions, as determined by us exclusively.
- If you have missed a booked appointment, as determined by us exclusively.

- If you do not receive a prescription or referral letter because of a consultation via the EPR Platform.

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9. Complaints Procedure

On receipt of a formal complaint, our registered manager will acknowledge a written complaint within three working days of receipt, enclose a complaints leaflet, or give a brief indication of the process and the anticipated time for response.

Please see our Complaints Policy (which can be found on our website) about the procedure for addressing complaints and your rights.

10. Termination

We may terminate our agreement with you:

• If for reasons outside our control, we are unable to provide the Services as detailed in these terms and conditions.
• If any fees or charges are not paid when due.
• You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example valid contact details.
• If you breach any of these terms and conditions

- If your Clinician deems that our Services are not suitable or appropriate for you based on their professional expert opinion.
- If you act in an unacceptable or inappropriate way towards any Clinician or any person employed or engaged by us (as determined by us, acting reasonably).

Termination for any reason is without prejudice to any right or remedy accrued by us immediately prior to the date of termination.

In the event that you breach any of these terms and conditions we may deduct from any refund due to you, or charge you, reasonable compensation for the net costs we will incur as a result of your breach.

11. Disclaimers

Medical Disclaimers:

- Hampshire Mental Health Partners LLP makes no representation or warranty as to the content of any specific treatment response from any Clinician;
- Clinicians are independent contractors and not employees of Hampshire Mental Health Partners LLP and as such the Services provided to you by a Clinician are the sole responsibility of that Clinician. Clinicians are under a duty to provide medical services with due knowledge, skill and care in accordance with General Medical Council guidelines and applicable regulations (including the requirement

for each Clinician to carry their own professional indemnity insurance up to certain limits).

- Any views expressed or advice provided by any Clinician are not necessarily endorsed by Hampshire Mental Health Partners LLP.
- You and your Clinician are solely responsible for all information provided and/or advice given via the Semble Platform and the Services. - Always seek the advice of a doctor or other qualified healthcare provider regarding any medical concerns – and before starting, stopping or modifying any treatment or medication.
- Hampshire Mental Health Partners LLP does not guarantee that a video/chat/picture message consultation is the best course of accessing advice or indeed the appropriate course of treatment for your healthcare concern or medical issue.
- You agree to contact your Clinician or your GP immediately should your condition change or your symptoms worsen (if you are not registered with a UK doctor you agree to contact your local walk-in centre or hospital for advice). If you require urgent care, you should contact your nearest emergency services centre immediately.
- Hampshire Mental Health Partners LLP is not a 24 hour service and thus cannot provide assessment and treatment for acute medical or psychiatric emergencies. Our Services are soley for non-acute presentations.Content and related material and device Disclaimers:
- No information whatsoever or howsoever found on our website or the EPR Platform should be relied on as medical advice, professional or otherwise.
- Nothing contained on the EPR Platform should be construed, directly or indirectly, as the practice of medicine by Hampshire Mental Health Partners LLP, which only arranges the service of connecting you to a Clinician.
- Hampshire Mental Health Partners LLP makes no warranties or representations as to the accuracy of articles and other material published on our website or the EPR Platform and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon such material.
- Hampshire Mental Health Partners LLP makes no warranties or representations as to the accuracy of information on our website relating to: (i) Trans Cranial Direct Stimulation (tCDS) / Flow App (in connection with the treatment for depression or otherwise) or in connection with the use or benefit of any headset or other devices related to tCDS/Flow systems – whether as an alternative to medication or psychology or otherwise; or (ii) Vages Nerve Stimulation (in connection with anxiety, physical complaints or otherwise) or in connection with the use or benefit of AVNS/Nurosym devices – whether as an alternative to any treatment or otherwise. General Disclaimers:
- We do not guarantee that the EPR Platform will be secure or free from bugs or viruses.
- You are responsible for configuring your information technology and computer programmes in order to access the Services. You should use your own virus protection software.

- You are also responsible for ensuring that all persons who access the Services through your internet connection are aware of and comply with these terms and conditions.
- Hampshire Mental Health Partners LLP makes no representations or warranties about: the satisfaction of government regulations requiring disclosure of information on prescription drug products; or any treatment, action or application or preparation of medication based on information offered or provided services.
- Hampshire Mental Health Partners LLP does not endorse the promotions, products or services of any third parties, nor does it warrant or validate the accuracy of any third-party advertisements, promotions, communications or other materials.
- Hampshire Mental Health Partners LLP does not assume any responsibility or liability for the accuracy of information contained on any third-party websites.

12. Limitation of Liability

Except for any legal responsibility that we cannot exclude in law (such as liability for death or personal injury resulting from negligence), to the extent permitted by law, we shall not be liable for:

- any loss, damage or distress arising from reliance on information or reliance on availability of the Services (or other services provided by third parties); or
- any indirect, consequential or economic loss, damage or distress, incurred by you as a result of the provision of the Services (or services provided by third parties).

Subject only to the provisions above, our total liability to you for any one event or series of related events shall not exceed the sum of 100% (one hundred percent) of the total amount paid by you for the Services giving rise to the liability in the 6 (six) months preceding the event from which the liability arose. .]

13. DVLA & ADHD –

ADHD is not an acquired condition, one is born with it. Any relevant symptoms will be present from a young age and therefore also during a driving test. If the patient passed that test, it is direct evidence that testing their driving skills during a real-life, situational examination proved that the ADHD was not affecting driving sufficiently to cause concern to a trained, statutorily qualified, examiner. In other words: a diagnosis made at a later date does not retrospectively erode the validity of the passed driving test, done previously.

You must tell the DVLA if you have a driving licence and you develop a 'notifiable' medical condition or disability or a condition or disability has become worse since you obtained your licence. Notifiable conditions are anything that could affect your ability to drive safely - further details of those conditions and how to notify the DVLA can be found on the applicable UK Government's website.

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Ask your doctor if you're not sure if your condition (or medication) may affect your driving.

1. Clinicians will not provide ADHD medication titration to individuals who have not received their diagnosis by another Clinician (through Hampshire Mental Health

Partners LLP) unless they are happy with previous documentary evidence of diagnosis undertaken by a suitably qualified clinician or they have reviewed the individual themselves.

14. Service Reliability

Hampshire Mental Health Partners LLP makes no warranty that the EPR Platform or the Services will meet your requirements or that the Services will be uninterrupted, 100% secure or error-free, or that defects, if any, will be corrected. Hampshire Mental Health Partners LLP is not responsible for transmission errors or any corruption or compromise of data carried over local or interchange telecommunication carriers.

Hampshire Mental Health Partners LLP will take all reasonable precautions to protect against failure of its equipment and software and will perform regular back-ups of all data stored.

You acknowledge and agree that in the event restoration of data from backup is necessary, it may take several days to complete such restoration of data and resume operation of the Semble Platform and/or the Services, in which circumstances any booked sessions may require re-arranging.

15. Branding and Creative Material

We own copyright and other intellectual property rights for the Hampshire Mental Health Partners LLP website, the name, mark and logo for “Hampshire Mental Health Partners”, in addition to our Services and their content, including any voice recordings of consultations. .

You are not permitted to copy, distribute or make any business use of any material with within the ‘Hampshire Mental Health Partners’, the ‘Hampshire Mental Health Partners mark, logo and combined mark and logo.

16. Waiver

Even if we delay in enforcing any of these terms and conditions, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaching these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you later. For example, if you miss a payment and we do not invoice you but we continue to provide the Services, we can still require you to make the payment later.

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17. No Third-party rights

Nobody else has any rights under these terms and conditions. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18. Applicable law:

These terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English courts.