

South Devon Urgent Care Service – Subscription Service Terms and Conditions

1. Subscription Agreement

- 1.1. By subscribing to our health service, you agree to abide by the terms and conditions outlined herein. This agreement constitutes a legally binding contract between you (the “Subscriber”) and Western Medical Services Limited (referred to as “we”, “us” or “our”).

2. Regulated Activity

- 2.1. Western Medical Services Limited is regulated by the Care Quality Commission.

3. Subscription Fee

- 3.1. The Subscriber agrees to pay a monthly subscription fee as outlined in the subscription plan selected. Payment is due in advance of each monthly billing cycle. Failure to pay may result in suspension or termination of service.
- 3.2. Payments can be made by Credit Card, Debit Card or Monthly Direct Debit

4. Urgent Care Call-Out Service

- 4.1. Our service includes access to Urgent Care call-outs. The subscriber acknowledges that Urgent Care call-outs are subject to operating hours and provide care in your home or within a set defined radius.
- 4.2. The Call-Out service is split into two current phases of launch. Phase one consists of a falls response service. Phase two with anticipated launch Q2 2025 will consist of a full Urgent Care response service.
- 4.3. We will not attend immediately life-threatening emergencies such as cardiac arrest, known stroke or heart attack.
- 4.4. In the event of patient deterioration resulting in life-threatening conditions. Western Medical Services Limited will provide life-saving treatment and transport to an appropriate hospital where available. We may request the NHS to support us, for example, if a patient suffers a cardiac arrest while we are in attendance. We do not charge a fee for this.
- 4.5. Western Medical Services Limited will attend in accordance with our exclusion and inclusion criteria.

5. Membership Benefits (Phase 1)

- 5.1. As part of your membership you will receive a specific number of call-outs.
- 5.2. Each Call-out includes:
 - 5.2.1. Attendance by a trained falls responder
 - 5.2.2. Assessment and observations such as vital signs and injury assessment

- 5.2.3. Any immediate first aid treatments
- 5.2.4. Splints, dressings and basic wound care
- 5.2.5. Onward referrals as required
- 5.2.6. Unlimited on scene time as deemed required by on site team (with consideration for service demand).
- 5.2.7. Ongoing general health advice
- 5.3. In addition to ambulance call-outs, membership may include access to other health-related services as specified in the subscription plan. These benefits are subject to change at our discretion but include discounts for both our service as well as access to other healthcare services.
- 5.4. Membership may include transport to hospital of required. If the patient requests or requires transport to an NHS hospital the ambulance will transfer them to the nearest ED or appropriate specialist centre.

6. Membership Benefits (Phase 2)

- 6.1. On launch of phase 2 of as part of your membership you will receive the following additional benefits.
 - 6.1.1. Attendance by a specialist practitioner
 - 6.1.2. Assessment and diagnostics such as vital signs, ECG.
 - 6.1.3. Immediate treatment
 - 6.1.4. Immediate or emergency medication
 - 6.1.5. Splints, dressings and wound care
 - 6.1.6. Referral calls or letters
 - 6.1.7. Unlimited on scene time as deemed appropriate by the attending healthcare professional
 - 6.1.8. Health and wellbeing advice
- 6.2. In addition to ambulance call-outs, membership may include access to other health-related services as specified in the subscription plan. These benefits are subject to change at our discretion but include discounts for both our service as well as access to other healthcare services.
- 6.3. Membership may include transport to hospital of required. If the patient requests or requires transport to an NHS hospital the ambulance will transfer them to the nearest ED or appropriate specialist centre.
- 6.4. Access to the following paid services which may be suitably funded via private medical insurance policies directly with the provider, such as:
 - 6.4.1. Blood tests
 - 6.4.2. Fast track X-ray, CT, MRI or other Diagnostics
 - 6.4.3. Specialist consultation
 - 6.4.4. In-patient treatment in a private hospital

7. Subscription Renewal and Cancellation

- 7.1. Subscriptions automatically renew at the end of each billing cycle unless cancelled by the Subscriber. To cancel, the Subscriber must provide written notice at least 1 months prior to the end of the current billing cycle

8. Eligibility

- 8.1. Subscription is open to individuals who meet the eligibility criteria specified by Western Medical Services Limited. We reserve the right to deny or revoke membership at our discretion

9. Limitation of Liability

- 9.1. In no event shall Western Medical Services Limited be liable for any direct, indirect, incidental, special or consequential damages arising out of or in any way connected with the use of our health services save for our statutory liabilities.

10. Insurance

- 10.1. We shall have adequate insurance for the activities being carried out.

11. Confidentiality and Privacy

- 11.1. We respect the privacy of our Subscribers and adhere to strict confidentiality standards in accordance with applicable laws and regulations.
- 11.2. We will protect our Subscribers information in accordance with our Privacy Policies and Data Protection Policies.
- 11.3. We will not sell data to any third party.
- 11.4. We may have data protection sharing agreements with other partners and will share information with your consent to benefit your healthcare provision

12. Governing Law

- 12.1. This agreement shall be governed by and construed in accordance with the laws of England. Any disputes arising out of or related to this agreement shall be resolved exclusively in the courts of England.

13. Amendment of Terms

- 13.1. We reserve the right to amend these terms and conditions at any time without prior notice. Updated terms will be communicated to Subscribers via email or through our website.
- 13.2. By subscribing to our health service, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. If you have any questions or concerns, please contact us via email at sducs@westernmedicalservices.co.uk

14. Activation Period

- 14.1. Upon enrolment in our health service subscription, please be advised that there is a mandatory activation period of 24 hours before the service becomes fully operational. During this activation period, the Subscriber's access to Health call-out services and other benefits may be limited or unavailable.

15. Chargeable Call-Outs Within Activation Period

- 15.1. Any call-outs requested by the Subscriber within the 24-hour activation period will be subject to the standard call out rates, regardless of the nature of the situation.

16. Acknowledgement of Activation Period

- 16.1. The subscriber acknowledges and accepts that the 24-hour activation period is necessary to complete administrative processes and set up the Subscribers account in our system. This period is essential to ensure the efficient and effective delivery of our healthcare services.
- 16.2. Notification of Activation Completion: Upon completion of the 24-hour activation period, the Subscriber will be notified via email or other designated communication channels that their health service subscription is fully activated and operational.
- 16.3. Limitation of Liability: Western Medical Services Limited shall not be liable for any damages, losses, or injuries arising from the unavailability of the health service during the activation period, including but not limited to instances where ambulance call-outs are charged at the standard rate.
- 16.4. Modification of Activation Period: Western Medical Services Limited reserves the right to modify the duration of the activation period as deemed necessary, with advance notice provided to Subscribers in accordance with the applicable laws and regulations.

17. Price Adjustment Policy

- 17.1. Western Medical Services Limited reserves the right to adjust the subscription fees for our health services on an annual basis. This price adjustment may occur to account for inflation, increased operational costs, improvement in service quality, or other factors we deem relevant.
- 17.2. Notification of price increase: Subscribers will be notified of any upcoming price adjustments at least 30 days before the effective date. Notification may be provided via email, postal mail, or through the subscribers account portal on our website.
- 17.3. Calculation of price increase: The amount of the annual price increase will be determined by Western Medical Services Limited based on factors such as the Consumer Price Index (CPI), market trends, and the overall financial performance of the company

- 17.4. Effective date of price increase: The revised subscription fees will become effective on the date specified in the notification send to Subscribers. Subscribers will be billed at the new rate beginning with the billing cycle following the effective date of the price increase.
- 17.5. Right to decline price increase: Subscribers have the option to decline the proposed price increase by written notice of their decision to Western Medical Services Limited before the effective date. In such cases, the subscribers subscription will be cancelled, and no further subscription fees will be charged.
- 17.6. Continued use of service: If the subscriber does not decline the price increase before the effective date and continues to use the health service, it will be considered as acceptance of the revised subscription fees.
- 17.7. Review of price adjustment: Western Medical Services Limited will periodically review the need for price adjustments and may revise the pricing policy and necessary. Any changes to the price adjustment policy will be communicated to Subscribers in advance.

18. Fair Use

- 18.1. Western Medical Services Limited provides urgent ambulance services to subscribers for the purpose of responding to medical concerns and providing timely medical assistance. Fair use of the ambulance service is defined as the reasonable and necessary utilisation of ambulance services for genuine medical concerns.
- 18.2. Guidelines for Fair Use: Subscribers are expected to use the ambulance service responsibly and only in situations where urgent medical care is required. Examples of appropriate use include but are not limited to injuries, sudden illnesses, medical concerns and urgent medical conditions.
- 18.3. Excessive Use: Western Medical Services Limited reserves the right to monitor the usage patterns of Subscribers and may identify instances of excessive or inappropriate use of the ambulance service. Excessive use is defined as repeated or frequent requests for ambulance services that do not align with genuine medical needs.
- 18.4. Consequences of Excessive Use: If it is determined that a subscriber has engaged in excessive or inappropriate use of the ambulance service, Western Medical Services reserved the right to take appropriate action, which may include but is not limited to:
- 18.4.1. Review the subscribers usage history and contact them to discuss their utilisation of the service.
- 18.4.2. Adjusting the subscribers subscription plan to better align with their actual needs.
- 18.4.3. Suspending or terminating the subscribers access to the ambulance service if deemed necessary to preserve the integrity and availability of the service for other subscribers.
- 18.5. Appeals Process: Subscribers who believe that their use of the service has been unfairly deemed excessive may request a review of their case by contacting Western Medical Services Limited. Western Medical Services Limited will consider the subscribers explanation and may adjust any actions taken accordingly

- 18.6. Continuous Review: Western Medical Services Limited will periodically review its fair use policy to ensure that it remains fair, reasonable, and aligned with the needs of the subscribers and the integrity of the service.

19. Family Membership

- 19.1. Western Medical Services Limited offers family membership options for urgent care service subscription. A family membership includes more than two individuals who are related by blood, marriage or legal guardianship and reside in the same household.
- 19.2. Requirement for named individuals: For family memberships, all individuals covered under the subscription must be named at the time of enrolment. This includes providing the full legal names and any other required information for each member covered under the subscription.
- 19.3. Verification of Residence: To qualify for a family membership, all named individuals must reside in the same primary residence or household. Proof of residency may be required, such as a utility bill or lease agreement, to verify eligibility for the selected membership type.
- 19.4. Updates to Membership: In the event of changes to the composition of the household or addition of new members, the primary account holder is responsible for promptly notifying Western Medical Services Limited and updating the membership details accordingly. Failure to do so may result in the suspension or termination of the subscription.
- 19.5. Individual Coverage: Each named individual under a family membership is entitled to access the health service benefits outlined in the subscription plan. Coverage is non-transferable and applies only to the named individual on the membership.
- 19.6. Termination of Membership: Western Medical Services Limited reserves the right to terminate or suspend a family membership if it is determined that any of the named individuals do not meet the eligibility criteria or if there is a violation of the terms and conditions outlined in the subscription agreement.
- 19.7. Binding Agreement: By enrolling in a family membership, the primary account holder acknowledges and agrees to abide by the terms of this clause regarding named individuals and residency requirements.

20. Cancellation

- 20.1. Minimum Term Requirement: The Subscriber acknowledges that a minimum subscription term of 12 months applied if the urgent care service is utilised for call-outs during this period. Should the subscriber request cancellation of their subscription within the 12 month after utilising call out services, they will be required to fulfil the remainder of the term before cancellation can be processed.
- 20.2. Cancellation Without Minimum Term: If the subscriber has not utilised call out services within the initial 12 month term and is on a monthly plan, they reserve the right to cancel their subscription at any time without penalty or additional fees.

- 20.3. Cancellation Procedure: To cancel the subscription, the subscriber must provide written notice to Western Medical Services Limited at least 30 days prior to the desired cancellation date. The cancellation request should be sent to sducs@westernmedicalservices.co.uk and include the subscribers full name, contact information and subscription details.
- 20.4. Effect of cancellation: Upon receipt of the cancellation request and completion of the minimum term (if applicable) and or the notice period, the subscribers access to the health service, including call-out services, will cease, and no further subscription fees will be charged. Western Medical Services ADHOC urgent care services may still be requested and will be subject to availability.
- 20.5. Exceptions: In exceptional circumstances, such as breach of contract or non payment of subscription fees, Western Medical Services Limited reserves the right to terminate the subscription without fulfilling the minimum term requirement.
- 20.6. Refund Policy: No refunds will be issued for cancellations made before the completion of the minimum term if ambulance call-out services have been utilised during that during that period. No refunds will be routinely offered in the event of subscription termination.

21. Complaints

- 21.1. Western Medical Services Limited is committed to providing high-quality, pioneering and patient centered care, whilst ensuring satisfaction to our subscribers. In the event that a subscriber has a complaint or concern regarding the service, Western Medical Services Limited has established a standard complaints process to address and resolve such issues promptly and effectively.
- 21.2. Submitting a Complaint: Subscribers who wish to lodge a complaint are encouraged to do so by contacting Western Medical Services Limited via sducs@westernmedicalservices.co.uk. A document explaining the complaints process will be provided. Complaints may be submitted in writing or via email.
- 21.3. Investigation and Resolution: Western Medical Services Limited will promptly investigate the complaint and take appropriate actions to address the concerns raised. This may involve gathering additional information, consulting with relevant parties and implementing corrective measures as necessary.
- 21.4. Communication of Findings: Once the investigation is complete, Western Medical Services Limited will communicate the findings and resolution to the subscriber in a timely manner. This may include explanations, apologies, remedial actions, or other steps taken to address the complaint.
- 21.5. Escalation Process: If the subscriber is dissatisfied with the resolution provided, they may request further review or escalation of the complaint. Western Medical Services Limited will escalate the matter in line with our complaints policy.