



TERMS AND CONDITIONS

of Service Provision by Dr Magdalena Cybulska

Please read the following important terms and conditions which will apply to all Services Dr Magdalena Cybulska provides to you (referred to as "The Services").

If you require emergency medical attention, or any other treatment that is urgent, it is strongly advised that you contact your General Practitioner (GP), call 111 or contact the emergency services by dialing 999. The Services and any Advice are provided by Dr Magdalena Cybulska for non-urgent circumstances only, and are in no way intended to replace the care offered by the NHS.

In order to receive Dr Cybulska's Services, you must be aged 18 or over and domiciled in the UK.

By receiving The Services, you agree to be bound by these Terms and Conditions. If you do not agree, Dr Cybulska will be unable to provide The Services to you.

DEFINITIONS

'Advice' means any medical advice provided by Dr Magdalena Cybulska to you in whatever form whether via the telephone, by video call, in email or in person;

'Appointment' means the agreed time for a Consultation arranged and reserved through the booking system (Semble);

'Booking Confirmation' means the email confirming your Appointment for a Consultation;

'Charges' means the fees for the Services as listed under Consultations Price List available on www.stylemedica.com and payable in accordance with clause 4 below;

'Consultation' means an Initial Consultation or Follow Up Consultation;

'Contract' means the booking form(s) and these terms and conditions;

'Effective Date' means the commencement date of the Contract being the date of the Booking Confirmation for your Consultation;

'Initial Consultation' means your initial Appointment with Dr Magdalena Cybulska for the provision of Advice;

'Follow Up Consultation' means any subsequent Appointments following your Initial Consultation with Dr Magdalena Cybulska for the provision of Advice;

'Pre-Consultation Questionnaires' means any medical history forms, symptom questionnaires, lifestyle assessments or other information forms provided to you by Dr Magdalena Cybulska (whether via the booking system or otherwise) which must be completed prior to a Consultation.

'Medicine' means the medicines prescribed as part of the Services;

'Patient' means a patient who receives The Services from Dr Magdalena Cybulska

'Remote Consultation' means a Consultation conducted via the System Provider video conferencing service or by telephone;

'Services' means the provision of private medical Advice relating to symptoms of the perimenopause and the menopause and general health screening/optimisation including (but not limited to) the Initial Consultation, any Follow-Up Consultation, Treatment Plan and any recommendations for Third Party Services;

'Site' means the website located at www.stylemedica.com

'System Provider' means clinical records system and video conferencing service provider (Semble)

'Third Party Services' means any Services provided by parties other than Dr Magdalena Cybulska, including but not limited to pharmacies, laboratories, and other testing facilities

'Treatment Plan' means the personalised clinical plan devised by Dr Magdalena Cybulska following a Consultation, which may be communicated verbally, in writing, or by a combination of both, and may relate to menopause and perimenopause management, general health screening, health optimisation, or any other Services provided.

'you' or 'your' means a Patient.

ABOUT DR MAGDALENA CYBULSKA

Dr Magdalena Cybulska is a fully qualified medical practitioner and General Practitioner registered with the General Medical Council (GMC) and listed on the GMC GP Register.

Dr Cybulska provides The Services independently under Practising Privileges at London Lauriston Clinic, which is regulated by the Care Quality Commission (CQC). Practising Privileges is a discretionary personal license to undertake consultations, diagnosis, and treatment in accordance with relevant legislation, regulation, and the General Medical Council's (GMC) Good Medical Practice 2013 (updated April 2019).

Dr Cybulska holds appropriate professional qualifications, training and experience to provide the Services and maintains professional indemnity insurance in accordance with regulatory requirements.

All clinical Services are provided in accordance with GMC standards of good medical practice and applicable professional guidance.

ABOUT LONDON LAURISTON CLINIC

Please refer to <https://www.llclinics.co.uk/about-us/> to learn more about London Lauriston Clinic.

London Lauriston Clinic's contact details are as follows:

Telephone:

020 4511 0444

Email:

info@LLClinics.co.uk

Address:

34 Great Titchfield Street

London

W1W 8BQ

NATURE OF THE SERVICES

Dr Magdalena Cybulska provides perimenopause, menopause, and general health screening/optimisation medical consultation services and advice.

1. INTRODUCTION

1.1 Please read these terms and conditions carefully before you arrange an Appointment. These terms and conditions set out how Dr Magdalena Cybulska will provide The Services to you and other important information.

1.2 When booking an Appointment, you agree to receive The Services in person in London Lauriston Clinic or via Remote Consultation. All initial Consultations must be attended in person at London Lauriston Clinic and Remote Consultations are only applicable to Follow-Up Consultations.

1.3 You are able to choose In-Person or Remote Consultation at the time of booking using a drop-down list on the booking website. If you erroneously book an Initial Consultation into a Remote Consultation slot, you will be contacted in order to cancel the wrong booking and change it to the correct one. The fee paid for the incorrect booking will be reimbursed to you and the fee for the correct booking will be collected upon making the new booking.

1.4 By booking and attending a Consultation, you consent to the provision of the Services by Dr Magdalena Cybulska. Any investigations, tests, treatments or prescriptions will only be provided following appropriate clinical assessment and the obtaining of your informed consent in accordance with professional and regulatory standards.

2. YOUR PRIVACY AND PERSONAL INFORMATION

2.1 The Privacy Policy is available at www.stylemedica.com. Your personal information will be stored on a secure system via the System Provider - Semble.

2.2 Any personal information which you provide will be dealt with in accordance with the Privacy Policy, which explains what personal information is collected from you, how and why it is collected, stored, used and shared, your rights in relation to your personal information and who to contact if you have a query or complaint about the use of your personal information.

2.3 Sharing Your information with London Lauriston Clinic: Dr Magdalena Cybulska provides the Services under Practising Privileges at London Lauriston Clinic ("LLC"). In order to comply with clinical governance, regulatory requirements, and patient safety obligations, relevant personal and medical information relating to your care will be shared with London Lauriston Clinic as necessary. This may include (but is not limited to) consultation records, clinical correspondence, treatment plans, test results, and other information required for the maintenance of medical records, quality assurance, complaints handling, regulatory compliance, and patient safety. London Lauriston Clinic processes personal data in accordance with applicable data protection legislation, including the Data Protection Act 2018 and UK GDPR, and in line with its internal policies and procedures. By booking and receiving the Services, you consent to the sharing of your personal and medical information with London Lauriston Clinic for these purposes.

3. BOOKING APPOINTMENTS FOR CONSULTATIONS AND RECEIVING THE SERVICES FROM DR MAGDALENA CYBULSKA

3.1 To make an Appointment for a Consultation you are required to complete the online booking form available at <https://www.stylemedica.com/patient-consultations>. Initial consultations are only available as In Person Consultations; the Follow Up Consultations are available either as In-Person or Remote Consultations.

3.2 Upon booking, you agree to provide true, accurate and complete information necessary for the provision of The Services. This information may include the following:

- your full name;
- your date of birth;
- your full postal address including post code;
- your mobile telephone number;
- your email address
- your GP's name and address;

3.3 When you book your Appointment for a Consultation you will receive via email an acceptance of your booking with a Booking Confirmation. As your appointment date approaches you may receive further communications with questionnaires relevant to your appointment, and reminders of your upcoming appointment's date.

3.4 The Contract will commence on the Effective Date.

3.5 Dr Magdalena Cybulska reserves the right to contact you to cancel or reschedule an Appointment after Booking Confirmation where it is not possible to proceed due to circumstances beyond her reasonable control, including but not limited to illness, unforeseen circumstances or force majeure events. In the event that an Appointment is cancelled by Dr Magdalena Cybulska, a full refund of any fees paid will be issued.

3.6 You acknowledge that on rare occasions the start of your Appointment may be delayed due to circumstances beyond the reasonable control of Dr Magdalena Cybulska or London Lauriston Clinic, including but not limited to late-running previous appointments or clinical emergencies.

3.7 Where an Appointment starts late due to reasons attributable to Dr Magdalena Cybulska or London Lauriston Clinic, you will be offered the option to have the Appointment extended proportionally, rescheduled, or cancelled free of charge.

3.8 If you arrive late for your Appointment, the Consultation may be shortened by the amount of time lost due to your lateness in order to avoid disruption to subsequent Appointments. Any time lost as a result of late arrival will not be reimbursed, and the full Consultation fee will remain payable.

4. AVAILABILITY OF REMOTE CONSULTATION SERVICES

4.1 Dr Magdalena Cybulska will do her utmost to ensure that the Remote Consultations will be uninterrupted. However, due to the nature of the Internet, this cannot be guaranteed.

4.2 In the unlikely event of a problem with the provision, or the unavailability, of the Remote Consultations and whilst Dr Magdalena Cybulska shall assume no liability in connection with the same:

4.2.1 She will use reasonable efforts to procure that the System Provider restores the video conferencing service; and

4.2.2 She will try to contact you by telephone to continue the Consultation.

4.3 Provision of Remote Consultations is entirely at Dr Magdalena Cybulska's discretion, and she may refuse to provide Consultations remotely if deemed inappropriate clinically.

5. PAYMENT

5.1 You agree to pay for Dr Magdalena Cybulska's time for the Consultation regardless of the outcome and accordingly no refunds will be provided for Appointments attended.

5.2 We accept most credit cards and debit cards as payment for The Services. We do not accept cash or cheques. All prices are in pounds sterling (£)(GBP).

5.3 In order to pay the Charges for the Services, you will need to provide to us payment card details at the time of booking your appointment. You must have appropriate authority to use the payment card which you use for payment. Your card will be charged immediately on booking.

5.4 You agree and authorise us to charge your debit or credit card with all Charges for the Services that you have purchased. Any failure of authorisation processes will result in the Services not being provided and any Appointments booked will be cancelled.

5.5 Payment processing services are provided by Stripe. The payment details which you provide to us are passed directly to Stripe and will be subject to its terms of service <https://stripe.com/gb/legal/consumer> and privacy policy <https://stripe.com/engb/privacy>. By inputting payment card details at the time of booking your Consultation, you are consenting to the use of the payment card details by Stripe for the purpose of paying for your order. If you have any questions relating to these services, please contact Stripe.

5.6 Dr Magdalena Cybulska does not store any of your payment card details on any internal systems and she shall incur no liability for the failure or data breach by any third-party provider including (but not limited to) Stripe, to keep your information secure.

5.7 Your credit card or debit card will only be charged when

- an Initial Consultation or Follow Up Consultation has been booked;

5.8 Failure to attend without cancellation will not be refunded, as set out in Clause 6 below.

6. CANCELLING APPOINTMENTS AND TERMINATING PROVISION OF THE SERVICES

6.1 You may cancel your Appointment for a Consultation up until 48 hours before the confirmed appointment time without incurring any fees. Any cancellation which gives less than 48 hours' notice will incur a full charge for your Consultation.

6.2 If you wish to cancel an Appointment, please use the cancellation link included in your Booking Confirmation email.

6.3 If the cancellation occurs up until 48 hours before the confirmed appointment time, the full reimbursement will be made without undue delay and typically in less than 14 days, subject to your bank's processing times.

6.4 The reimbursement will be made using the same means of payment as you used for the initial transaction.

6.5 Dr Magdalena Cybulska reserves the right to terminate the provision of all or part of the Services immediately at any time without any liability, by providing you with written notice. Such notice may be provided by email. This may be due to including but not limited to the following reasons:

- If Dr Magdalena Cybulska or London Lauriston Clinic become subject to any laws or regulations which require them to end the provision of the Services;
- If you display difficult, harassing, threatening, abusive or in any way inappropriate behaviour towards Dr Magdalena Cybulska or any members of staff at London Lauriston Clinic;
- if you fail to provide true, clear and accurate information regarding your personal details, medical history and/or symptoms, or identification

6.6 Force Majeure: Dr Magdalena Cybulska shall not be liable for any failure or delay in the performance of the Services where such failure or delay results from events beyond her reasonable control, including but not limited to acts of God, epidemic or pandemic, government action, strikes, failure of utilities or telecommunications, or other unforeseen circumstances.

7. PHARMACY, PRESCRIPTIONS AND THIRD PARTY SERVICES

7.1 Depending on clinical need, Dr Magdalena Cybulska may prescribe Medicines and/or recommend Third Party Services, however she is not responsible for the supply and/or delivery of such prescribed Medicines, or Third Party Services which shall in each case be the responsibility of the relevant third party provider which shall have a direct contractual relationship with you.

7.2 For the purposes of enabling the carrying out the Third Party Services (for example the pharmacy to verify your identification on collection of your prescription, or the laboratory to verify your identification in order to conduct laboratory tests) you agree and consent to Dr Magdalena Cybulska sharing basic identification data with these Third Party Services. The pharmacy may contact you directly to process the prescription, including to confirm your details and, if the delivery option is selected, to arrange delivery.

8. LIMITATION ON LIABILITY

8.1 Except for any legal responsibility that cannot be excluded in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, Dr Magdalena Cybulska is not legally responsible for any losses that were not foreseeable to you and her when the Consultation was booked. To the extent permitted by law, Dr Magdalena Cybulska shall not be liable for:

8.1.1 any loss, damage or distress arising from reliance on information or reliance on availability of the Third Party Services; or

8.1.2 any indirect, consequential or economic loss, damage or distress (including any such loss, damage or distress arising from unauthorised use of or damage to your data or content), incurred by you as a result of the provision of the Third Party Services

8.2 Subject only to the provisions of clause 7.1 above the 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 12 (twelve) months preceding the event from which the liability arose.

9. SEVERABILITY

9.1 If any provision of these Terms and Conditions is found by a court or competent authority to be invalid, unlawful or unenforceable, such provision shall be deemed severed from these Terms and Conditions and the remaining provisions shall continue in full force and effect.

10. DISPUTES AND COMPLAINTS

10.1. If you are unhappy with The Services provided or any other matter relating to The Services, please contact London Lauriston Clinic as soon as possible using the contact details set out at the top of page 3.

10.2 Any Complaints are handled by London Lauriston Clinic in line with their Complaints Procedure which can be accessed here:

<https://www.llclinics.co.uk/wp-content/uploads/2024/08/LLC-How-to-Make-a-Complaint-v2.pdf>

11. ENTIRE AGREEMENT

11.1 These Terms and Conditions, together with the Booking Confirmation, constitute the entire agreement between you and Dr Magdalena Cybulska in relation to the Services and supersede any prior agreements, representations or understandings.

12. VARIATION OF TERMS

12.1 Dr Magdalena Cybulska reserves the right to amend these Terms and Conditions from time to time. Any updated Terms and Conditions will be made available on the Site and shall apply to all Services booked after the date of publication.

13. ASSIGNMENT

13.1 You may not assign, transfer or otherwise dispose of any of your rights or obligations under these Terms and Conditions without the prior written consent of Dr Magdalena Cybulska.

14. GOVERNING LAW AND JURISDICTION

14.1 The Contract including these terms and conditions are governed by English law and subject to the exclusive jurisdiction of the English courts.