



PRIVATE MIDWIVES  
LIMITED  
TERMS AND  
CONDITIONS

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## TERMS OF ENGAGEMENT

### 1. DEFINITIONS

- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- (a) **Event Outside Our Control:** is defined in clause 8.2;
  - (b) **Booking Contract:** your Booking Contract for the Services as set in the attached letter;
  - (c) **Services:** the services that We are providing to you as set out in the Booking Contract;
  - (d) **Terms:** the terms and conditions set out in this document; and
  - (e) **We/Our/Us:** Private Midwives Limited, Registered Number 7601411, Registered Address: The Heath Business Park, Runcorn, WA7 4QX
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e- mail unless We say otherwise.

### 2. OUR CONTRACT WITH YOU

- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Booking Contract and in these Terms are complete and accurate before you sign the Booking Contract. If you think that there is a mistake, please contact Us to discuss the possible mistake and please make sure that you ask Us to confirm any changes in writing to avoid any confusion between you and Us.
- 2.3 We consider that these Terms and the Booking Contract constitute the whole agreement between you and Us.
- 2.4 The agreement between you and Us comes into force when you sign and submit the Booking Contract to Us subject to your rights to cancel set out in your Booking Contract. If We are unable to supply you with the Services, We will inform you of this in writing and We will not process the Booking Contract.
- 2.5 If any of these Terms conflict with any term of the Booking Contract, the Booking Contract will take priority.

### 3. CHANGES TO BOOKING CONTRACT OR TERMS

- 3.1 We may revise these Terms from time to time in the following circumstances:

- (a) changes in how We accept payment from you;
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under clause 3.1, We will give you at least seven days written notice of any changes to these Terms before they take effect and in such circumstances you can choose to cancel the contract in accordance with clause 9.

#### **4. PROVIDING SERVICES**

4.1 We will supply the Services to you as specified in your booking contract.

4.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 8 for Our responsibilities when an Event Outside Our Control happens.

4.3 We will need certain information from you that is necessary for Us to provide the Services, for example, personal contact details and medical history. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required. We may also choose to withdraw our services from you. We will not be liable for any delay or non- performance where you have not provided this information to Us after We have asked.

4.4 If you do not pay Us for the Services when you are supposed to as set out in clause 6.11, We may suspend the Services with immediate effect until you have paid Us the outstanding amounts (except where you dispute an invoice under clause 02). We will contact you to tell you this. This does not affect Our right to charge you interest under clause 6.1.

#### **5. IF THERE IS A PROBLEM WITH THE SERVICES**

5.1 In the unlikely event that there is any issue with the Services:

- (a) please contact Us and tell Us as soon as reasonably possible;
- (b) please give Us a reasonable opportunity to deal with any issue; and
- (c) We will use every effort to deal with any issue as soon as reasonably practicable.

You will not have to pay for Us to deal with any issue with the Services under this clause 5.1.

- 5.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **6. FEES AND PAYMENT**

- 6.1 The fees for the Services and the payment schedule will be set out in the Booking Contract. Our fees may change at any time, but fee changes will not affect a Booking Contract that We have confirmed with you.

If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

If you are paying via an agreed payment plan and you do not make any payment due to us by a due date, the full amount outstanding will immediately become due.

- 6.2 However, if you dispute the fee due in good faith and contact Us to let Us know promptly clause 6.1 will not apply for the period of the dispute.

## **7. OUR LIABILITY TO YOU**

- 7.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

- 7.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

## **8. EVENTS OUTSIDE OUR CONTROL**

- 8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

- 8.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications or power or other utility networks.
- 8.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
  - (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

## **9. YOUR CANCELLATION RIGHTS**

- 9.1 You have a right to change your mind and cancel within the 14 day cancellation period stated in the Notice of the Right to Cancel. If care is provided to you during this time, this will be charged for.
- 9.2 Once We have begun to provide the Services to you, you may cancel the contract for Services with immediate effect by giving Us written notice if:
- (a) We break this contract in any material way and We do not correct or fix the situation within seven calendar days of you asking Us to in writing;
  - (b) We go into liquidation or a receiver or an administrator is appointed over Our assets;
  - (c) We change these Terms under clause 3.1 to your material disadvantage;
  - (d) We are affected by an Event Outside Our Control.

## **10. OUR CANCELLATION RIGHTS**

- 10.1 If We
- (a) Cancel a Booking Contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
  - (b) have to cancel a Booking Contract under clause 10.1(a) and you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

- (c) Where We have already started work on your Booking Contract for Services by the time We have to cancel under clause 10.1(a), We will not charge you anything and you will not have to make any payment to Us.

10.2 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

- (a) you do not pay Us when you are supposed to as set out in clause 6.1. This does not affect Our right to charge you interest under clause 6.2; or
- (b) you break the contract in any other material way and you do not correct or fix the situation within seven days of Us asking you to in writing.
- (c) You with hold vital information from us that is required for us to provide safe and effective care.
- (d) You are abusive to any member of our staff

## **11. INFORMATION ABOUT US AND HOW TO CONTACT US**

11.1 We are a company registered in England and Wales. Our company registration number is 7601411 and Our registered office is at The Heath Business Park, Runcorn, WA7 4QX.

11.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 0800 3800 579 or by e-mailing Us at [info@privatemidwives.com](mailto:info@privatemidwives.com).

11.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Private Midwives Limited at the address shown at clause 11.1 above or the email address shown at clause 11.2 above. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Booking Contract.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

12.1 We will use the personal information you provide to Us to:

- (a) provide the Services;
- (b) process your payment for such Services; and
- (c) inform you about similar services that We provide, but you may stop receiving these at any time by contacting Us.

We respect your confidentiality, but may share your information with other health professionals who are involved in your care (for example a hospital or your GP) for the safety and well-being of you and your baby. We have a legal requirement to share information – for example when there are safe guarding concerns. We would also share information as part of an investigation into your care by us, another health provider or an external regulatory body or if you raise concerns to us or another provider about your care, we may share information as part of the ensuing investigation into those concerns.

We are regulated by the Care Quality Commission. As part of this regulation, from time to time our services are inspected and assessed. This may involve the assessors auditing clinical notes or contacting our clients to ask about their experiences.

We will not share your information with any other third party, other than those referred to in 12.2.

### **13. OTHER IMPORTANT TERMS**

13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

13.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.