

HealGuid Practitioner Terms and Conditions

Effective Date: [Date]

Last Updated: [Date]

Version: 1.0

1. Introduction and Acceptance

These Terms and Conditions ("Terms") govern your relationship with HealGuid Ltd ("HealGuid", "we", "us", "our") as a healthcare practitioner ("Practitioner", "you", "your") providing services through our platform ("Platform").

By applying to join HealGuid, submitting your practitioner verification, or using our Platform, you agree to be bound by these Terms, our Privacy Policy, and all applicable laws and regulations.

If you do not agree to these Terms, you may not use our Platform or provide services through HealGuid.

In accordance with Regulation 9(3) of the Electronic Commerce (EC Directive) Regulations 2002, a PDF copy of these Terms is available for download and storage.

2. Definitions

For the purposes of these Terms:

"Platform" means the HealGuid digital marketplace, website, mobile applications, and all related services and technologies.

"Patient" means any individual who uses the Platform to find, book, or receive healthcare services from Practitioners.

"Consultation" means any healthcare service, appointment, or professional interaction between a Practitioner and Patient facilitated through the Platform.

"Confidential Information" means all non-public information relating to HealGuid's business, including patient data, platform algorithms, business strategies, and practitioner performance data.

"Force Majeure Event" means any circumstance beyond a party's reasonable control, including natural disasters, pandemics, government actions, or technical failures.

"Platform-Generated Patient" means any Patient who first contacted or booked with the Practitioner through the HealGuid Platform.

"Commission" means the percentage fee payable to HealGuid on Platform-Generated consultations as specified in Section 6.

3. Platform Overview and Services

3.1 HealGuid Platform

HealGuid operates a digital marketplace connecting verified holistic and functional medicine practitioners with patients seeking evidence-based natural healthcare solutions.

3.2 Platform Services

We provide:

- Practitioner verification and credentialing services
- Patient matching and referral systems
- Secure booking and consultation management
- Payment processing and commission handling
- Marketing and patient acquisition support
- Professional development resources

3.3 Practitioner Responsibilities

You remain solely responsible for:

- All clinical decisions and patient care
 - Professional liability and patient outcomes
 - Compliance with applicable healthcare regulations
 - Maintaining professional qualifications and insurance
 - Direct practitioner-patient relationships
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4. Practitioner Verification and Standards

4.1 Verification Requirements

To join HealGuid, you must:

- Hold valid, current professional qualifications in holistic or functional medicine recognised in the UK
- Maintain active professional registration with relevant UK regulatory bodies (including but not limited to GMC, HCPC, CNHC, BANT, or equivalent recognised bodies)
- Comply with UK professional standards including CQC fundamental standards where applicable

- Provide evidence of UK-compliant professional indemnity insurance
- Undergo our comprehensive verification process aligned with UK healthcare quality standards
- Meet ongoing professional development requirements as specified by your UK regulatory body

4.2 Ongoing Compliance

You agree to:

- Maintain all qualifications and registrations during your Platform participation
- Notify us immediately of any changes to your professional status
- Submit to periodic re-verification as requested
- Comply with all Platform quality standards and patient care protocols

4.3 Right to Verification

We reserve the right to verify, re-verify, suspend, or terminate your Platform access based on professional standards, patient feedback, or regulatory compliance requirements.

5. Platform Exclusivity and Anti-Circumvention

5.1 Platform Integrity Protection

You explicitly agree that:

- All patients referred through HealGuid remain Platform-generated consultations
- You will not attempt to redirect Platform patients to direct private practice
- All consultations with HealGuid-referred patients must be processed through our Platform
- You will not collect direct payment from patients referred via HealGuid outside our system

5.2 Prohibited Circumvention Activities

The following activities are strictly prohibited:

- Requesting patients to book directly with your practice instead of through HealGuid
- Providing alternative contact methods to bypass Platform booking systems
- Offering discounts or incentives for patients to book outside the Platform
- Using HealGuid patient lists for direct marketing of non-Platform services
- Creating duplicate consultations outside the Platform for referred patients

5.3 Patient Relationship Boundaries

- Patients who find you through HealGuid remain connected to our Platform for the duration of your active membership

- You may continue treating existing patients if you leave the Platform, but cannot solicit new HealGuid patients
- Any attempt to systematically move HealGuid patients to private practice will result in immediate termination

5.4 Enforcement and Penalties

Violation of these provisions may result in:

- Immediate suspension or termination of Platform access
- Forfeiture of all unpaid commissions and fees
- Legal action to recover damages, which may include a claim for liquidated damages under Section 5.5
- Prohibition from future Platform participation

5.5 Liquidated Damages

If you breach Section 5 (Platform Exclusivity and Anti-Circumvention), you shall pay HealGuid an amount equal to the commission that would have been due on the diverted consultation(s), calculated at your applicable commission rate. This represents a genuine pre-estimate of HealGuid's loss and is not a penalty.

6. Financial Terms and Payment Structure

6.1 Commission Structure

You agree to pay HealGuid the following commissions on all Platform-generated consultations:

- **Free Tier:** 15% commission on all bookings
- **Professional Tier:** 12% commission + monthly subscription fee
- **Premium Tier:** 8% commission + monthly subscription fee

Commission is calculated on the gross consultation fee (inclusive of VAT where applicable) unless otherwise stated in your dashboard.

6.2 Payment Processing

- All patient payments for Platform consultations must be processed through HealGuid's payment system
- Commissions are automatically deducted from consultation fees
- Payments are transferred to your designated account according to our payment schedule
- **You are solely responsible for determining and remitting any VAT or similar taxes on your earnings**

- **HealGuid may reconcile over-payments or charge-backs against future remittances**
- **If a Patient receives a refund, HealGuid may claw-back any commission already remitted**
- **Any claw-back will be set-off against the next weekly remittance or, if insufficient, invoiced and payable within 14 days**

5.3 UK Tax and VAT Obligations

- Monthly subscription fees are charged in advance and include VAT where applicable
- **You are solely responsible for determining and remitting any VAT or similar taxes on your consultation earnings**
- **VAT registration requirements apply if your UK earnings exceed the current VAT threshold (£90,000 annually as of 2025)**
- No refunds for partial months or early termination except where required by UK consumer protection law
- Fees may be adjusted with 30 days' written notice in accordance with UK consumer contract regulations
- Non-payment of subscription fees may result in account suspension after appropriate notice periods

5.4 No Alternative Payment Methods

You agree not to:

- Accept cash payments from HealGuid-referred patients
 - Process payments outside the Platform system
 - Request direct bank transfers or alternative payment methods
 - Offer payment plans that bypass Platform commission structure
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6. Professional Standards and Patient Care

6.1 Quality of Care Standards

You agree to:

- Provide professional, evidence-based holistic healthcare services
- Maintain patient confidentiality and data protection standards
- Respond to patient inquiries within reasonable timeframes
- Follow up appropriately on patient care and treatment plans

6.2 Scope of Practice

- You will only provide services within your verified qualifications and scope of practice

- You will not make claims outside your professional competency
- You will refer patients to appropriate specialists when necessary
- You will maintain clear boundaries regarding medical advice vs. holistic guidance

6.3 Patient Communication Standards

- All Platform communications must remain professional and appropriate
- You will not share personal contact information outside the Platform system
- Emergency situations must be handled according to professional protocols and UK clinical governance standards
- Patient complaints must be reported to HealGuid within 24 hours

6.4 UK Consumer Protection Compliance

When providing services to UK patients, you must comply with:

- **Consumer Protection from Unfair Trading Regulations 2008**
 - **Distance Selling Regulations and Consumer Contracts Regulations 2013** (14-day cooling-off periods where applicable)
 - **UK Consumer Rights Act 2015** regarding service quality and remedies
 - **Advertising Standards Authority (ASA) codes** for healthcare advertising
 - **MHRA regulations** regarding any health product recommendations or sales
 - **Clear pricing disclosure** including any additional fees, with no hidden charges
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8. Data Protection and Privacy

8.1 Privacy Policy Incorporation

Our comprehensive Privacy Policy (available at healguid.com/privacy-policy) is incorporated by reference into these Terms. You agree to comply with all privacy obligations outlined in both documents.

The parties' Joint-Controller Data-Sharing Schedule (Schedule 1) forms part of these Terms and governs the allocation of responsibilities for joint processing activities.

7.2 GDPR Compliance and Controller Roles

Role allocation: HealGuid and the Practitioner act as independent controllers for their respective processing activities under UK GDPR Article 26.

You agree to:

- Process all patient data in compliance with UK GDPR and Data Protection Act 2018

- Implement appropriate technical and organisational security measures
- Report any data breaches to HealGuid within 24 hours
- Provide patients with required privacy information and consent mechanisms
- Follow all data protection procedures outlined in our Privacy Policy

7.3 Platform Data Usage

- Patient data accessed through the Platform remains confidential and subject to our Privacy Policy
- You may not use Platform patient lists for marketing purposes outside the Platform
- All patient records must be maintained according to professional and legal standards
- Platform analytics and patient insights remain HealGuid's intellectual property

7.4 International Data Transfers

When data transfers occur outside the UK/EEA:

- We comply with UK GDPR Chapter V requirements
- We use Standard Contractual Clauses (SCCs) approved by the European Commission
- Transfer Impact Assessments are conducted where required
- Adequate safeguards are implemented to protect your data

7.5 Data Retention and Deletion

- Patient consultation records must be maintained according to professional standards and our Privacy Policy retention periods
- Platform communication records are retained according to timeframes specified in our Privacy Policy
- Upon termination, you must delete any Platform-specific patient data as requested and in accordance with our Privacy Policy procedures

8. Intellectual Property and Content

8.1 Platform Content

- All Platform content, including patient matching algorithms, remains HealGuid's intellectual property
- You receive a limited license to use Platform tools solely for authorised purposes
- You may not reverse engineer, copy, or replicate Platform functionality

8.2 Practitioner Content

- You retain ownership of your professional content and treatment methodologies

- You grant HealGuid permission to use your profile content for Platform marketing
- Patient testimonials and reviews become part of Platform content
- Educational content you create through the Platform may be shared with other practitioners

8.3 Confidential Information

You agree to maintain confidentiality regarding:

- Platform operational processes and business methods
 - Other practitioners' information and performance data
 - Patient aggregated data and Platform analytics
 - Proprietary verification and matching algorithms
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9. Professional Insurance and Liability

9.1 Mandatory Insurance Requirements

You must maintain professional indemnity insurance in accordance with your regulatory body's requirements (including HCPC Professional Standards or equivalent professional guidelines):

- Professional indemnity insurance of at least £1,000,000 per claim
- Public liability insurance of at least £1,000,000 per incident
- Coverage appropriate for your scope of practice and patient volume
- Valid insurance throughout your Platform participation

10.2 Platform Liability Limitations

- HealGuid provides a marketplace platform only
- We do not provide medical advice or direct patient care
- You remain solely responsible for all clinical decisions and patient outcomes
- Platform fees do not include insurance coverage or professional liability protection
- **HealGuid's total liability to you under these Terms shall not exceed the total commissions you paid to HealGuid in the 12 months preceding the claim and is the aggregate cap for all claims arising in any 12-month period (excluding liability for fraud, death, or personal injury)**

9.3 Indemnification

You agree to indemnify HealGuid against:

- Claims arising from your professional services or patient care
- Regulatory violations or professional misconduct
- Breaches of these Terms or applicable laws

- Unauthorised use of Platform systems or patient data
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10. Marketing and Advertising Standards

10.1 Approved Marketing Practices

You may:

- Mention your HealGuid verification status in professional marketing
- Use provided HealGuid certification badges according to brand guidelines
- Reference Platform association in professional bios and websites
- Share educational content that aligns with Platform standards

10.2 Prohibited Marketing Activities

You may not:

- Make unsubstantiated health claims or guarantee specific outcomes
- Use HealGuid branding without explicit permission
- Advertise Platform patients or case studies without consent
- Engage in misleading advertising or unprofessional promotion

10.3 Brand Compliance

- All marketing materials mentioning HealGuid must be pre-approved
 - Professional presentation standards apply to all Platform-associated content
 - Testimonials and success stories must comply with regulatory advertising standards
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11. Termination and Account Management

11.1 Termination by Practitioner

You may terminate your Platform participation by:

- Providing 30 days' written notice
- Completing all pending patient consultations
- Settling all outstanding financial obligations
- Returning any Platform materials or confidential information

11.2 Termination by HealGuid

We may terminate your access immediately for:

- Violation of these Terms or Platform policies

- Professional misconduct or patient complaints
- Loss of professional qualifications or insurance
- Circumvention of Platform systems or commission structure
- Failure to meet Platform quality standards

12.3 Post-Termination Obligations

Upon termination:

- Your Platform profile will be deactivated
 - You must cease using HealGuid branding and materials
 - Confidentiality obligations continue indefinitely
 - Outstanding financial obligations remain due
 - **You may not directly solicit Platform-Generated Patients introduced in the preceding 12 months for a period of 12 months following termination, except where the Patient independently re-contacts you without solicitation**
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12. Dispute Resolution and Governing Law

12.1 UK Dispute Resolution Process

For any disputes arising under these Terms:

1. **Direct Resolution:** Initial good-faith attempt to resolve directly within 30 days
2. **UK Mediation:** Binding mediation through UK mediation services (such as CEDR or ADR Group)
3. **UK Arbitration:** Final arbitration under UK Arbitration Act 1996 if mediation fails
4. **Professional Body Complaints:** Healthcare-related disputes may also be referred to relevant UK professional regulatory bodies (GMC, HCPC, CNHC, etc.)
5. **Consumer Rights:** UK patients retain rights under Consumer Rights Act 2015 and may access UK dispute resolution services

12.2 Governing Law

These Terms are governed by:

- English and Welsh law
- UK healthcare regulations and professional standards
- Applicable EU regulations (where applicable)
- Local licensing and professional practice requirements

12.3 Jurisdiction

13. Platform Updates and Modifications

13.1 Terms Updates

- We may update these Terms with 30 days' written notice
- Continued Platform use constitutes acceptance of updated Terms
- Material changes will require explicit acceptance
- You may terminate if you disagree with updated Terms

13.2 Platform Changes

- Platform features and functionality may be updated or modified
 - Commission structures may be adjusted with appropriate notice
 - New verification requirements may be implemented
 - Service levels and support may evolve with Platform growth
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14. Compliance and Regulatory Requirements

14.1 UK Healthcare Regulation Compliance

You agree to:

- Comply with all UK healthcare laws and regulations, including the Health and Social Care Act 2008, Care Standards Act 2000, and relevant professional practice standards
- Maintain current professional registrations and licences with UK regulatory bodies (GMC, HCPC, CNHC, BANT, or equivalent)
- Follow UK scope of practice limitations and professional standards set by your regulatory body
- Comply with CQC fundamental standards where applicable to your practice
- Adhere to NHS Constitution principles where providing services to NHS patients
- Report any regulatory actions or professional disciplinary measures from UK regulatory bodies
- Comply with UK advertising standards (ASA) for healthcare claims and marketing

14.2 Platform Compliance Monitoring

- We may monitor Platform communications for compliance purposes
- Patient feedback and complaints will be investigated appropriately
- Regulatory compliance audits may be conducted as needed
- Non-compliance may result in suspension or termination

14.3 International Practitioners Serving UK Patients

International practitioners must:

- Ensure professional qualifications are recognised or equivalent in the UK healthcare system
 - Comply with UK service delivery requirements for virtual consultations
 - Maintain professional indemnity insurance that covers UK patient services
 - Understand and comply with UK healthcare advertising standards and patient rights
 - Follow UK clinical governance standards for patient safety and care quality
 - Provide services in accordance with UK time zones and reasonable accessibility standards
 - Comply with UK tax obligations for services provided to UK residents
 - Additional verification may be required for international credentials through UK NARIC or equivalent recognition services
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15. Force Majeure and Unforeseen Circumstances

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including:

- Natural disasters, pandemics, or government regulations
 - Technical failures, internet outages, or platform disruptions
 - Changes in healthcare regulations or professional requirements
 - Economic conditions affecting healthcare delivery
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16. Entire Agreement and Severability

16.1 Complete Agreement

These Terms, together with our Privacy Policy (healguid.com/privacy-policy) and any additional practitioner agreements, constitute the complete agreement between you and HealGuid regarding Platform participation.

16.2 Severability

If any provision is found unenforceable, the remaining Terms will continue in full effect.

16.3 No Waiver

Failure to enforce any provision does not constitute waiver of that provision or any other Terms.

18. Contact Information and Support

For questions regarding these Terms:

Legal and Compliance:

Email: legal@healguid.com

Address: FLAT B, 58 LILFORD ROAD, London, SE5 9HX, UK

Platform Support:

Email: support@healguid.com

Phone: +44 7979171781

Emergency Issues:

Email: urgent@healguid.com

UK Regulatory Information:

- **Data Protection Registration:** ICO Registration (to be completed upon formal registration)
 - **Company Registration:** (to be completed upon incorporation)
 - **Professional Indemnity Insurer:** Available upon request
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18. Acknowledgment and Agreement

By proceeding with practitioner verification or using the HealGuid Platform, you acknowledge that:

- You have read and understood these Terms and Conditions
- You agree to be legally bound by all provisions
- You understand the Platform exclusivity requirements and commission structure
- You will maintain professional standards and regulatory compliance
- You accept responsibility for all patient care and clinical decisions

Electronic acceptance of these Terms constitutes a legally binding agreement equivalent to written signature.

HealGuid Ltd

Building the trust layer for holistic healthcare

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Legal Review Status: Ready for Final Review

Next Review Date: [6 months from effective date]

Schedule 1: Joint-Controller Data-Sharing Schedule

(To be attached as separate document in accordance with UK GDPR Article 26)

Note: The Joint-Controller Data-Sharing Schedule referenced in Section 8.1 will be provided as a separate document outlining the specific allocation of data protection responsibilities between HealGuid and Practitioners for joint processing activities. This schedule will detail:

- Respective responsibilities for data subject rights
- Data breach notification procedures
- Contact points for regulatory communications
- Technical and organisational measures
- Data retention and deletion procedures
- Cross-border transfer responsibilities