

# Spirit Weight Management

# Terms and Conditions

## Summary

Spirit Healthcare Limited provides weight management services, including medication to aid in weight loss. Participants must be 18+ with a BMI of 30 or higher or 27+ with health conditions. Medical data is required from your GP, and patients must consent to follow-up appointments and provide accurate health information.

Treatment involves subcutaneous injections and a comprehensive plan including diet and exercise. Participation is voluntary, with the right to withdraw at any time. Personal data is collected securely for treatment and research purposes.

You must register and complete an eligibility questionnaire before being assessed for treatment. Medication is prescribed by healthcare professionals and shipped after approval. Payments are processed online, with medication sent via Royal Mail. Refunds are issued under specific circumstances.

Patients are responsible for proper medication storage and adherence to prescribed treatments. The service can be terminated for non-compliance, medical concerns, or failure to communicate or make payments. Terms and Conditions are subject to change.

For complaints or enquiries, contact 0116 216 0125 or email us at wm@spirithealth.com.

# 1 About us

The Services are operated and provided by **Spirit Healthcare Limited**.

Registered Office: Spirit House, Saffron Way, Leicester, LE2 6UP

We are registered in England and Wales reg no. 06259954

VAT Registration Number 283 351 305 (Group Registration) You can contact us by telephone on 0116 216 0125 or email wm@spirit-health.com We are registered with and regulated by the Care Quality Commission (CQC), the independent healthcare regulator in England.

All our prescribing healthcare professionals adhere to the standards of their professional bodies, follow the guidelines set by relevant healthcare regulators and the General Medical Council for remote prescribing, and either maintain their own insurance coverage or are covered by a Spirit group policy.

# 2 Eligibility

**2.1** Minimum Age: You must be at least 18 years old.



- **2.2** BMI Threshold: You should have a BMI of 30 or higher (classified as obese), or a BMI of 27 or higher if you have obesity-related health conditions (e.g., type 2 diabetes, hypertension, sleep apnea).
- **2.3** Medical Information: As part of the treatment, your medical data, including weight, current medication, and other relevant health information, will be requested from your health provider (GP Practice) and must be returned and reviewed by our clinicians before any medication is prescribed.
- **2.4**You must be willing to commit to any needed follow-up appointments for monitoring progress and making any necessary adjustments to the treatment plan.

### 3 Consent

- **3.1 Purpose of the Treatment:** The weight management injection service is intended to support weight loss by reducing appetite, increasing fullness, and regulating blood sugar as part of a comprehensive plan that may also include diet, exercise, and behavioural changes.
- **3.2 Nature of Treatment:** This involves the administration of a medication (individually prescribed), which is delivered through subcutaneous injections. The injections will be administered by the patient.
- **3.3 Patient Responsibilities:** By using our service, you indicate that you accept these terms and that you agree to these terms. If you do not agree to these terms, you must not use our service. You are required to adhere to the prescribed treatment plan, including proper administration of injections and recommended lifestyle changes. You should report any side effects or concerns to your healthcare provider immediately. At all times when using our service, you agree to provide true, accurate, complete, and correct information, and it is your responsibility to inform us straight away of any changes. You confirm you will comply with the instructions for use of any medications prescribed.
- **3.4 Data Collection, Security and Privacy:** As part of the treatment, your medical data, including weight, medications, and other relevant health information, will be collected. We take your privacy and the security of your personal data seriously all personal and medical information will be kept confidential and handled in accordance with applicable data protection laws. Data may be used for auditing the effectiveness of the programme and for clinical research purposes, but no personally identifiable information will be disclosed without consent.
- **3.5 Consent to request Information:** By participating in this service, you consent for us to contact your healthcare provider to collect medical information.
- **3.6 Voluntary Participation and Right to Withdraw:** Participation in this weight management injection service is voluntary. You have the right to withdraw at any time.
- **3.7 Emergency Contact Information:** In case of a serious side effect or adverse reaction, you should contact your healthcare provider or seek emergency medical attention immediately.



**3.8 Contact Information for Questions or Concerns:** For any questions or concerns, contact us on 0116 216 0125 or <u>wm@spirit-health.com</u>. Please note that this is a Monday to Friday service 9 am to 5 pm and is not to be used for emergencies. In the case of an emergency, you should contact NHS111 or dial 999.

## 4 How We May Use Your Personal Information

When you sign up with us, either online or by phone, you will need to provide some personal information about yourself, including, but not limited to your name, e-mail address, telephone number, physical address, height, weight, details of any health conditions and past medical history and the name of your registered GP practice. We use these details to obtain additional medical information from your healthcare provider (e.g. weight, BMI, blood pressure, current medications) to ensure the treatment is deemed clinically appropriate for you.

By registering with us and providing your information, we will send you communications including but not limited to:

- E-mails to the address you provided;
- Messaging service (SMS)/text messages to the mobile number you provided to us;
- Postal communications; and
- Telephone calls.

You may only register with us once. Do not register on the Site or answer any questionnaires on behalf of anyone other than yourself unless you have permission to do so from that person and we receive consent from the person in question.

#### 5 Our Service

- **5.1** By enrolling in our service, a secure online patient record will be created, containing your personal and medical information. You understand and consent that Spirit Weight Management may store your electronic patient records, including personal details, communications, and treatment history, for at least 8 years after your last prescription.
- **5.2** You cannot submit an eligibility questionnaire or request any medication without first registering with us.
- **5.3** When registering with us either online or by phone, you must complete the online eligibility questionnaire.
- **5.4**Once you have submitted the questionnaire, we will contact your healthcare provider (your GP Practice) within 1 working day to obtain your medical information (please note we then must wait for the required medical information to be returned before we can proceed).



- **5.5** Once we have received your medical information from your healthcare provider, our prescribing healthcare professional will review the questionnaire and medical information and, provided that you are suitable for our service, confirm whether the treatment is clinically appropriate for you and prescribe the treatment which will be sent to our pharmacy. The pharmacy will supply, dispense and post the medicine to you directly. After the first prescription and going forward, you will need to answer some health-related questions before your next prescription is issued, and in certain cases, a consultation with a prescribing healthcare professional may be required before the medication is dispensed.
- **5.6** If our prescribing healthcare professional determine that you are not suitable for treatment, we will notify you and the product will not be sold to you, and you will not be charged.
- **5.7** If the prescribing healthcare professional requires further information, they will request this information at your consultation, or our administration team may contact you to obtain the information. Your medication may not be prescribed until you have supplied requested information.
- **5.8** You understand that the advice given on our site or by our prescribing healthcare professionals is not a substitute for the guidance of your primary healthcare provider. We will inform your GP practice regarding any medication initiated by our prescribing healthcare professionals. We will update your GP practice as required during your time on the programme.
- **5.9** If medication is prescribed and dispensed to you, it is your responsibility to verify that it matches the prescription provided by us and is in good condition. If you have any concerns or doubts, please reach out to us immediately for advice. Do not consume any medication that does not correspond to your prescription or that appears damaged upon arrival. You should thoroughly review all product packaging and labels before use. You must ensure that only you have access to any medications provided through this service.
- **5.10** If there is a break in your prescriptions for any reason a further consultation with our prescribing healthcare professional may be required.

#### 6 Payment Process

- **6.1** Payments for weight loss injection medication can be made securely through our online payment link, which will be provided to you via email or text message. Payment will only be requested once you have been deemed clinically suitable. A new secure payment link will be sent to you via email or SMS for each prescription.
- 6.2 We accept major credit and debit cards.
- **6.3** Payment is required before the medication is dispensed. Please ensure payment is made promptly upon receiving the payment link to avoid any delays in receiving your medication.



- **6.4**After your payment is processed successfully, you will receive a confirmation email or text message. Please keep this confirmation for your records.
- **6.5** If your payment fails, please check your payment details and try again. If the problem persists, contact your bank and let us know. If the payment fails or is declined, you will not receive a receipt.
- **6.6** Refunds may be issued under specific circumstances, such as service cancellation or if the medication cannot be provided. Any medication that has been shipped or dispensed prior to the cancellation request is non-refundable. You are responsible for all costs associated with any used medication.
- 6.7 For any issues or questions regarding your payment, please contact our team on 0116 216 0125 or email us at <u>wm@spirit-health.com</u>

#### 7 Delivery

#### **Delivery timeframe**

- **7.1** All medication orders will be sent out via Royal Mail on a Tracked 24 service. If you have provided us with your mobile number, we may text you once your order has been dispatched and Royal Mail will provide you with delivery updates.
- **7.2** Please agree a delivery date with the prescribing healthcare professional or Pharmacy and ensure there is someone available to receive the delivery. Your parcel will need to be unpacked, and medication may need to be placed in the fridge as soon as you receive it. Please follow the storage guidance as outlined in the Instructions for Use, provided with your medication.

#### **Missed deliveries**

**7.3** In the unlikely event you have missed your delivery, you will need to contact Royal Mail or the Pharmacy to re-arrange a suitable delivery date. Once you have received the delivery, please give the Pharmacy a call to ensure the medication is still safe to use.

#### **Medication storage**

- **7.4** Every delivery will contain your medication and an important Instructions for Use leaflet. Please read this leaflet carefully and follow the instructions for use. Pay particular attention to the expiry rate, storage instructions and what to do if a medication pen is damaged.
- **7.5** Always keep medicine out of the sight and reach of children. **Delivery fees**
- 7.6 You will be notified of any delivery or postage costs, where appliable.

#### 8 Cancellation

- **8.1** You may withdraw your participation at any time. You must notify our team of your withdrawal by phone, email, or SMS.
- **8.2**Cancellations of scheduled appointments with our prescribing healthcare professionals require at least 24 hours' notice. If you wish to reschedule appointments, you must do so at least 24 hours in advance.



Repeated cancellations or rescheduling may result in service suspension.

**8.3** If you wish to re-enrol to our service after withdrawal, a new consultation may be required.

## 9 Right to Terminate

- **9.1** We reserve the right to terminate or suspend your access to our weight management service at any time, without prior notice, if we determine that it is necessary to do so for any reason, including but not limited to the following:
- **9.2** If you fail to comply with our terms and conditions, prescribed treatment plan, or do not follow the advice of our healthcare professionals, we may terminate your use of the service.
- **9.3** If at any time we believe that continuing the service could pose a risk to your health or safety, or that of others, we reserve the right to stop providing you with our services. This decision may be based on, but is not limited to, changes in your medical condition, adverse reactions to the medication, or other health concerns.
- **9.4**If you provide false, inaccurate, or misleading information during the enrolment process or at any point during your participation in the service, we may terminate your access to the service.
- **9.5** If you fail to maintain necessary communication with our healthcare team, including not attending scheduled consultations or not responding to our attempts to contact you regarding your treatment, we may discontinue the service.
- 9.6 If you fail to make timely payments.
- **9.7** In the event of termination, we will notify you via your preferred method of communication (email, phone, SMS or letter).
- **9.8**In some cases, your access to the service may be reinstated after addressing the issue that led to termination, such as resolving a medical concern or settling outstanding payments. Reinstatement is at our sole discretion.

#### **10 Amendments to Terms and Conditions**

- **10.1** We reserve the right to amend, update, or change these Terms and Conditions at any time. Any modifications will be effective immediately upon posting the revised version on our website.
- **10.2** You are encouraged to review the Terms and Conditions regularly to stay informed of any changes. Continued use of our weight management services following any changes will constitute acceptance of the revised Terms and Conditions.
- **10.3** If you do not agree with any changes to the Terms and Conditions, you may discontinue your participation in the service by contacting us.

## **11** Submitting a Complaint



- **11.1** Complaints can be submitted via email or phone using the contact information provided below.
- **11.2** Please provide as much detail as possible, including your contact information, the nature of your complaint, and any other relevant information.
- **11.3** Complaints are taken seriously and will be acknowledged promptly and investigated fully. We aim to respond within 10 working days and will inform you of progress.

### 12 Submitting a Compliment

- **12.1** Compliments can be submitted through the same channels as complaints or by using the online forms you will receive whilst using our service.
- **12.2** We appreciate compliments and encourage you to share your positive experiences.
- **12.3** Your feedback will be shared with the relevant teams to recognise their efforts.

## **13 Contact information**

If you would like to file a complaint, compliment or regarding any aspect of the service provided by us, please contact us on 0116 216 0125 or by email at <u>wm@spirit-health.com</u>

