

Your Health Edit Ltd - Agreed terms

Interpretation

1.1 Definitions:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time.

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Patient for the supply of the Services by the GP Health Coach, as set out in the Contract Details and Schedule 1.

Conditions: these terms and conditions set out in clause 1 to clause 10 (inclusive).

Confidential Information: all information (however recorded or preserved) that one party discloses or makes available to the other party (**recipient**) in connection with the Contract and which would be regarded as confidential by a reasonable business person. It includes any information of a confidential nature relating to the Charges or the operations, products or Patients of the GP Health Coach It does not include information that is or becomes generally available to the public through no fault of the recipient; is independently developed by or for the recipient; or was, is or becomes available to the recipient on a non-confidential basis from a person who, to the recipient's knowledge, is under no confidentiality obligation with respect to that information.

Contract: the contract between the Patient and the GP Health Coach for the supply of the Services comprising the Contract and any Schedules specified in the Contract.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and **controls** and **controlled** shall be interpreted accordingly.

Patient Materials: all documents and information, items and materials (whether owned by the Patient or a third party), which are provided by the Patient to the GP Health Coach in connection with the Services.

Effective Date: as set out in the Contract Details.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, those rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Services: the services, set out in the Contract and Schedule 1.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless expressly provided otherwise in the Contract, a reference to legislation or a legislative provision:
 - (i) is a reference to it as amended, extended or re-enacted from time to time and
 - (ii) Includes all subordinate legislation made [from time to time under that legislation or legislative provision.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** excludes fax but not email.

Term

The Contract starts on the Effective Date and continues, unless terminated earlier in accordance with its terms.

Supply of services

3.1 The GP Health Coach shall supply the Services to the Patient from the Effective Date in accordance with the Contract as set out in Schedule 1.

3.2 In supplying the Services, the GP Health Coach shall:

- (a) perform the Services with reasonable care and skill in accordance with the generally recognised standards and practices in the medical profession.
- (b) use all reasonable endeavours to meet any performance dates specified in the Contract. Time is not of the essence for the performance of any of the GP Health Coach's obligations in the Contract;
- (c) comply with:
 - (i) all Applicable Laws

provided that the GP Health Coach shall not be liable under the Contract if, as a result of this compliance, it is in breach of any of its other obligations under the Contract; and

- (d) use reasonable endeavours to ensure its staff observe all reasonable health and safety and security requirements that apply at any of the Patient's premises they access and have been communicated to the GP Health Coach in advance in writing. The GP Health Coach shall not be liable under the Contract if, as a result of observing these requirements, it is in breach of any of its other obligations under the Contract.

Patient's obligations

4.1 The Patient shall:

- (a) co-operate with the GP Health Coach in all matters relating to the Services and ensure that its other GP Health Coaches' co-operate with the GP Health Coach where reasonably necessary;
- (b) provide the GP Health Coach, in a timely manner, with all information and materials as the GP Health Coach may reasonably require to provide the Services and ensure that they are accurate and complete in all material respects;
- (c) The Patient agrees to provide details of their General Practitioner and consent to the sharing of information regarding investigations, results, and treatments.
- (d) Accurately disclose complete medical history, including family history, medication history, past medical history, and current prescriptions.
- (e) Actively participate in coaching sessions and work on agreed-upon actions, understanding that progress may take time and can be emotionally challenging.
- (f) Attend follow-up blood tests as needed for monitoring and safety.
- (g) The Patient accepts that outcomes from coaching can vary in degrees of success, and that their desired outcomes might also change from when they initially engage with the GP Health Coach. Your Edit Ltd will perform the duties of engagement to a reasonable standard and endeavour to enable the Patient to make positive changes in their health behaviours, as well as offer medical advice and monitoring of the medical conditions agreed with the Patient. The Patient accepts that positive health behaviour changes and any resulting physical health improvement that are desired by the Patient and strived for by the GP Health Coach are not guaranteed. Your Edit Ltd will not be held responsible for lack of progress or negative changes, except for under circumstances considered by law to be medically negligent.

Data protection

Each party shall comply with its data protection obligations set out in Schedule 2.

Intellectual property

- 6.1 The GP Health Coach and its licensors shall retain ownership of all Intellectual Property Rights in the Deliverables, excluding any Patient Materials contained within them.

The GP Health Coach receiving payment of all Charges attributable to the Contract the GP Health Coach grants to the Patient a non-exclusive, royalty-free, non-transferable, licence during the term of the Contract to use, copy and modify the Deliverables for the purpose of receiving and using the Services and Deliverables.

Charges and payment

- 7.1 In consideration for the provision of the Services, the Patient shall pay the GP Health Coach the Charges in accordance with Schedule 1.
- 7.2 All sums payable by the Patient exclude amounts in respect of value added tax (**VAT**). The Patient shall, on receipt of a valid VAT invoice from the GP Health Coach, pay to the GP Health Coach any additional amounts in respect of VAT as are chargeable on those sums.
- 7.3 Without prejudice to any other right or remedy that the GP Health Coach may have, if the Patient fails to pay any sum due to the GP Health Coach under the Contract by the due date:
- (a) the Patient shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and
 - (b) the GP Health Coach may suspend all or part of the Services until payment has been made in full.
- 7.4 All amounts due under the Contract from the Patient to the GP Health Coach shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.5 **Initial Discovery Call:** The Discovery Call is exploratory, to determine whether a coaching package is appropriate for the client and what health care might be required. This initial discovery call is free of charge. After this call, the Your Edit Ltd team may offer an appropriate package of care. There is no obligation for the client to accept this package or move forward with any further care through Your Edit Ltd.
- 7.6 **Package Fee:** The Client agrees to the coaching package fee specified within the client quotation, covering the agreed period of the engagement.
- 7.7 **Payment Timing:** Payments are due in accordance with the payment schedule specified within the client quotation after the package is agreed and before any coaching sessions begin.
- 7.8 **Payment Method:** All payments to be made online via secure transfer to Your Edit Ltd.
- 7.9 **Confirmation:** Coaching begins once Your Edit Ltd confirms receipt of payment.
- 7.10 **Late or Declined Payment:** If payment fails or is delayed, Your Edit Ltd may postpone or cancel scheduled appointments until payment is received.

Limitation of liability

8.1 The following definitions apply in this clause 8:

- (a) **contract year:** each 12-month period starting on the Effective Date or an anniversary of it;
- (b) **default:** any act or omission resulting in one party incurring liability to the other; and
- (c) **liability:** every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

8.2 Nothing in the Contract limits or excludes:

- (a) liability for deliberate default;
- (b) liability for death or personal injury caused by negligence to the extent preserved by section 2(1) of the Unfair Contract Terms Act 1977;
- (c) liability for fraud or fraudulent misrepresentation;
- (d) liability for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982;
- (e) any liability that cannot legally be limited;
- (f) the Patient's liability for its payment obligations under the Contract;

8.3 Subject to clause 8.2 the GP Health Coach's total liability:

- (a) for breaches occurring in any contract year shall not exceed the amount of Professional Indemnity cover in place on behalf of the GP Health Coach in that contract year.
- (b) and for all other loss or damage arising from defaults occurring within any contract year shall not exceed the amount of the Charges paid or payable to the GP Health Coach under the Contract in that contract year.

8.4 Subject to clause 8.2 neither party shall have any liability for:

- (a) loss of profits (including loss of anticipated savings);
- (b) loss of business or business opportunity;
- (c) loss of use or corruption of software, data or information;
- (d) loss of or damage to goodwill; or
- (e) indirect or consequential loss.

8.5 Subject to clause 8.2 all conditions, warranties, representations or other terms that might otherwise be implied into this agreement by statute, common law or otherwise are excluded from the Contract.

Termination

- 9.1 Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by notifying the other party if:
- (a) the other party commits a material breach of any term of the Contract which :
 - (i) is not capable of remedy; or
 - (ii) if capable of remedy, is not remedied within a period of 30 days by the other party after being notified to do so;
- 9.2 **Mutual Termination:** Standard notice period to terminate therapy before the agreed end date of the agreement is 30 days. If both parties agree to terminate the service due to a breakdown in the therapeutic relationship, a partial refund may be negotiated based on the percentage of GP Health Coach hours of the agreement that have already been completed (+ 10% cancellation fee).
- 9.3 **Unilateral Termination:** If the service is terminated due to irreconcilable differences, no refund will be offered.
- 9.4 Decision to extend therapy will be discussed on an individual basis during the final review meeting of the therapy block.
- 9.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
- 9.6 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

General

- 10.1 **Force majeure.** Neither party shall be liable for any delay or failure in performing any of its obligations for so long as and to the extent that the delay or failure results from events, circumstances or causes beyond its reasonable control.
- 10.2 **Confidentiality.**
- (a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party except as permitted by clause 10.2(b)
 - (b) Each party may disclose the other party's Confidential Information:
 - (i) to those of its [and its employees, officers, representatives, contractors, subcontractors or advisers who need to know that information for the purposes of exercising its rights or carrying out its obligations under the Contract (**Representatives**). Each party shall

ensure that its Representatives comply with confidentiality obligations which are substantially equivalent to those set out in this clause 10.2 and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under the Contract.

10.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

10.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 Waiver.

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

10.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

10.7 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

10.8 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

10.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 Packages & GP Health Coach Responsibilities & Services

Remote or In Person coaching packages:

1. Free Coaching discovery call 30mins
 2. Agreement of package confirmed in writing
 3. Coaching sessions of 45mins at agreed frequency (not more frequently than fortnightly)
 4. Review progress after agreed number of sessions then agree to finish or add sessions
- ➔ Initial minimum coaching package is 3 sessions
 - ➔ 3 sessions £339
 - ➔ 5 sessions £549
 - ➔ Additional single sessions £120

Insomnia package:

- Initial sleep assessment £199 (45 minutes)
- Agreement of package confirmed in writing
- ➔ sleep optimisation without sleep restriction £499 (2x 45 minute sessions)
- ➔ sleep restrictive insomnia therapy £1199 (average 6x 30 minute sessions)
- ➔ Additional single sessions £199 (45 minutes)

GP Health Coach Services Provided by the GP Health Coach

The GP Health Coach agrees to:

- **Alternative Recommendations:** Suggest alternative therapies if coaching is deemed inappropriate.
- **Supplementary Services:** Recommend additional therapies or services that may support the Patient's health journey.
- **Communication with Patient's GP:** Send a summary of care provided to the Patient's General Practitioner after each appointment should the patient wish.

Limitations of the GP Health Coach's Services

The GP Health Coach will not:

- Manage acute mental health issues, such as severe depression, severe anxiety, suicidal thoughts or psychosis.
- Medically manage health conditions with investigations, medications or referrals to medical specialists.

If the GP Health Coach determines that a clinical or coaching issue cannot be safely managed within this setting, the decision is final, and the Patient will be directed to appropriate services elsewhere.

Schedule 2 Data protection

Definitions

- 1.1 **Applicable Data Protection Laws:** all Applicable Laws relating to the protection of personal data and the privacy of individuals, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).
- 1.2 **Commissioner, controller, data subject, personal data, personal data breach, processor and processing:** as defined in Applicable Data Protection Law.
- 1.3 **Patient Personal Data:** any personal data which the GP Health Coach processes in connection with the Contract on behalf of the Patient in the capacity of a processor.
- 1.4 **Shared Personal Data:** any personal data which the GP Health Coach receives from the Patient, or otherwise collects, in connection with the Contract and processes in the capacity of a controller.
- 1.5 **UK GDPR:** has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Terms

- 2.1 Each party shall comply with all Applicable Data Protection Laws in its processing of personal data under or in connection with the Contract. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 2.2 Without prejudice to paragraph 2.1, the Patient shall ensure that it has all necessary consents and notices in place to enable the Shared Personal Data and Patient Personal Data to be lawfully transferred to or collected by the GP Health Coach, and further processed by the GP Health Coach, in connection with the performance of the Contract.
- 2.3 The GP Health Coach and Patient shall act as independent controllers in respect of the following personal data and processing activities:
- (a) The names and contact details of staff which are shared by the parties and processed for the purposes of contract management and maintaining a business relationship between them.
- 2.4 In relation to the Patient Personal Data, the scope, nature, purpose and duration of processing by the GP Health Coach and the types of personal data and categories of data subject are set out Schedule 2 A "Data Retention Schedule", Schedule 2 B "Data Protection Policy" and Schedule 2 C "Your Health Edit Privacy Notice" below.
- 2.5 Without prejudice to paragraph 2.1 the GP Health Coach shall, in relation to Patient Personal Data:

- (a) process that Patient Personal Data on the basis as set out in this Schedule 2 (**Purpose**), unless the GP Health Coach is required by Applicable Laws to otherwise process that Patient Personal Data. Where the GP Health Coach is relying on Applicable Laws as the basis for processing Patient Personal Data, the GP Health Coach shall notify the Patient of this before performing the processing unless prohibited from doing so by those Applicable Laws. If the GP Health Coach believes that any instruction received from the Patient is likely to infringe Applicable Data Protection Laws, the GP Health Coach shall inform the Patient and may suspend the provision of the Services until the parties have agreed revised instructions which are not infringing;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Patient Personal Data and against accidental loss or destruction of, or damage to, Patient Personal Data. The Patient acknowledges that it has reviewed the technical and organisational measures set out in this Contract and confirms they are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss or destruction of, or damage to, the Patient Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of Patient Personal Data as well as the risks to individuals;
- (c) ensure that any personnel engaged and authorised by the GP Health Coach to process Patient Personal Data are obliged to keep that personal data confidential;
- (d) assist the Patient insofar as this is possible (taking into account the nature of the processing and the information available to the GP Health Coach), and at the Patient's cost and written request, in responding to any request from a data subject and in ensuring the Patient's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner or other regulators;
- (e) notify the Patient without undue delay on becoming aware of a personal data breach;
- (f) at the written direction of the Patient, delete or return to the Patient all Patient Personal Data on termination of the Contract unless the GP Health Coach is required by Applicable Law to continue to process that Patient Personal Data. For the purposes of this paragraph 2.5(f) Patient Personal Data shall be considered deleted where it is put beyond further use by the GP Health Coach; and
- (g) make available information to the Patient to demonstrate its compliance with this Contract.

2.6 The Patient provides its prior, general authorisation for the GP Health Coach to:

- (a) appoint processors to process the Patient Personal Data, provided that the GP Health Coach:
 - (i) ensures that the terms on which it appoints any processor comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the GP Health Coach in this Contract.
 - (ii) remains responsible for the acts and omissions of any processor as if they were the acts and omissions of the GP Health Coach; and

- (iii) informs the Patient of any intended changes concerning the addition or replacement of processors after the Effective Date, giving the Patient the opportunity to object to changes provided that if the Patient objects to a change and cannot demonstrate, to the GP Health Coach's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Patient shall indemnify the GP Health Coach for any Losses incurred by the GP Health Coach in accommodating the objection.
- (b) transfer Patient Personal Data outside of the UK as required for the Purpose, provided that the GP Health Coach shall ensure that all transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Patient shall promptly comply with any reasonable request of the GP Health Coach, including any request to enter into standard data protection clauses adopted by the Commissioner (where the UK GDPR applies to the transfer) or any other applicable data protection regulator.

2.7 The processors engaged by the GP Health Coach at the Effective Date are

- (i) in respect of note keeping and clinic bookings Clinko www.clinko.com/uk
- (ii) in respect of blood tests Mo Phlebotomy www.mophlebotomy.co.uk
- (iii) in respect of the issuing of prescriptions SignatureRx www.signaturerx.co.uk

Schedule 2 2a. Data Retention Schedule

Organisation Name: Your Health Edit

Data Management Lead: Holly Fletcher

Date Created: 08 August 2025

Review Date: 08 August 2026

Record Type	Retention Period	Legal/Regulatory Basis
Adult patient medical records	8 years after last contact	NHS Code of Practice; BMA guidance
Deceased patient records	8 years after death	NHS Code of Practice
Prescriptions and medication records	8 years	Clinical relevance; aligns with medical record retention
Blood test results	8 years	Stored as part of clinical record
Appointment logs	2 years	Operational use; not clinically sensitive
Patient consent forms	8 years or as long as relevant	ICO guidance; linked to clinical record
Complaints and incident reports	10 years	Legal risk management; NHS guidance
Staff employment records	6 years after employment ends	Limitation Act 1980; HMRC requirements
Safeguarding records	100 years or indefinitely	NHS guidance; due to potential future relevance
Financial records (invoices, billing)	6 years	HMRC requirements
Marketing communications consent	Until consent is withdrawn or 2 years	ICO guidance; reviewed regularly

Key Notes:

- **Review Periods:** All records should be reviewed periodically (e.g., annually) to ensure they are still needed.
- **Secure Disposal:** When retention periods expire, data must be securely deleted or destroyed (e.g., certified shredding, secure digital erasure).

- **Anonymisation:** Where possible, data may be anonymised for research or audit purposes beyond the retention period.
- **Documentation:** Keep a log of disposed records, including date and method of disposal.

Schedule 2 2b. Data Protection Policy

Organisation Name: Your Health Edit

Policy Lead: Holly Fletcher

Date Created: 08 August 2025

Review Date: 08 August 2026

Purpose

This protocol outlines how *Your Edit Limited* ensures the lawful, fair, and transparent processing of personal data, particularly special category data related to health, in compliance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

Scope

This protocol applies to all employees who handle personal data on behalf of *Your Edit Limited*. It covers data collection, storage, access, sharing, and disposal.

Data Categories Processed

- **Personal Data:** Name, address, date of birth, contact details
- **Special Category Data:** Medical history, demographics, clinical notes, test results, prescriptions – please see our Privacy Policy for detailed information
- **Other:** Appointment records, billing information

Legal Basis for Processing

We process personal data under the following legal bases:

- **Consent:** For services or communications
- **Contract:** To deliver medical services to patients
- **Legal Obligation:** Compliance with regulatory requirements
- **Vital Interests:** In emergency medical situations
- **Public Task:** Where applicable for safeguarding purposes
- **Special Category Data:** Processed under Article 9(2)(h) – provision of health care

Third-Party Data Processors

We engage third-party processors for:

- Clinical note storage (Cliniko)

- Blood test requests (Mo Phlebotomy)
- Prescription issuance (ScriptX)

Each processor is vetted and bound by a Data Processing Agreement (DPA) for their service.

Data Security Measures

- **Encryption:** All data stored and transmitted is encrypted
- **Access Controls:** Role-based access, strong, multi-factor authentication, audit trails
- **Physical Security:** Secure premises, locked filing systems and use of safe
- **Regular Audits:** Internal and external reviews of data handling practices annually or when any significant event is raised
- **Staff Training:** Mandatory GDPR and data protection training for all staff

Data Sharing

Data is only shared:

- With patient consent
- With authorised healthcare providers
- As required by law or regulatory bodies
- Under strict data sharing agreements
-

Data Retention & Disposal

- Clinical records are retained in accordance with our data retention schedule
- Data is securely deleted or anonymised when no longer required
- Disposal of physical records is done via certified shredding services

Data Breach Protocol

In the event of a data breach:

- The Data Protection Lead is notified immediately
- A breach assessment is conducted within 72 hours

- The ICO and affected individuals are informed if required
- Remedial actions are documented and implemented

Data Subject Rights

Patients have the right to:

- Access their data
- Rectify inaccuracies
- Erase data (where applicable)
- Restrict or object to processing
- Data portability
- Lodge complaints with the ICO

Requests are handled within one calendar month, free of charge unless manifestly unfounded or excessive.

Schedule 2 2c. Your Health Edit Privacy Notice

Registered name: Your Edit Limited

We are the controller of your personal data. For more information on controllers and their responsibilities please see our guidance on [data protection principles, definitions, and key terms](#).

This privacy notice tells you what to expect us to do with your personal information.

- [Contact details](#).....
- [What information we collect, use, and why](#).....
- [Lawful bases and data protection rights](#).....
- [Where we get personal information from](#).....
- [How long we keep information](#).....
- [Who we share information with](#).....
- [How to complain](#).....

Chapter 1 Contact details

Post - 2 Vicarage Gardens, Church Crookham, Fleet, Hampshire, GU52 6PL, GB

Email - youreditltd@gmail.com

Chapter 2 What information we collect, use, and why

We collect or use the following information **to provide patient care, services, pharmaceutical products and other goods:**

- Name, address and contact details
- Gender
- Pronoun preferences
- Date of birth
- NHS/HSC/CHI number

- Next of Kin details including any support networks
- Emergency contact details
- Health information (including medical conditions, allergies, medical requirements and medical history)
- Information about care needs (including disabilities, home conditions, medication and dietary requirements and general care provisions)
- Test results (including psychological evaluations, scans, bloods, x-rays, tissue tests and genetic tests)
- Payment details (including card or bank information for transfers and direct debits)
- Records of meetings and decisions
- Call recordings

We also collect the following special category information to provide patient care, services, pharmaceutical products and other goods. This information is subject to additional protection due to its sensitive nature:

- Racial or ethnic origin
- Religious or philosophical beliefs
- Health information
- Sex life information
- Sexual orientation information

We collect or use the following information **for safeguarding or public protection reasons**:

- Name, address and contact details
- NHS/HSC/CHI number
- Health information (including medical conditions, allergies, medical requirements and medical history)
- Information about care needs (including disabilities, home conditions, dietary requirements and general care provisions)
- Records of meetings and decisions

We also collect the following special category information **for safeguarding or public protection reasons**. This information is subject to additional protection due to its sensitive nature:

- Racial or ethnic origin
- Political opinions
- Religious or philosophical beliefs
- Health information
- Sexual orientation information

We collect or use the following personal information **for patient app or portal functionality**:

- Names and contact details
- Medical history
- Payment details
- Account information, including registration details
- Information used for security purposes
- Marketing preferences

We also collect the following special category information **for patient app or portal functionality**. This information is subject to additional protection due to its sensitive nature:

- Health information

We collect or use the following personal information **to comply with legal requirements**:

- Name
- Contact information
- Health and safety information

- Any other personal information required to comply with legal obligations
- Safeguarding information

We also collect the following special category information **to comply with legal requirements**. This information is subject to additional protection due to its sensitive nature:

- Health information

We collect or use the following personal information **for information updates, marketing or market research purposes**:

- Names and contact details
- Addresses
- Marketing preferences
- Website and app user journey information
- Personal information used for administration of the research
- Personal information used for the purpose of research
- Personal information used for medical investigations
- Records of consent, where appropriate

We also collect the following special category information **for information updates, marketing or market research purposes**. This information is subject to additional protection due to its sensitive nature:

- Health information

We collect or use the following personal information for **dealing with queries, complaints or claims**:

- Names and contact details
- Addresses

- Account information
- Purchase or service history
- Call recordings
- Relevant information from previous investigations
- Customer or client accounts and records
- Financial transaction information
- Information relating to health and safety (including incident investigation details and reports and accident book records)
- Correspondence

We also collect the following special category information **for dealing with queries, complaints or claims**. This information is subject to additional protection due to its sensitive nature:

- Health information

Chapter 3 Lawful bases and data protection rights

Under UK data protection law, we must have a “lawful basis” for collecting and using your personal information. There is a list of possible lawful bases in the UK GDPR. You can find out more about lawful bases on the ICO’s website.

Which lawful basis we rely on may affect your data protection rights which are set out in brief below. You can find out more about your data protection rights and the exemptions which may apply on the ICO’s website:

- **Your right of access** - You have the right to ask us for copies of your personal information. You can request other information such as details about where we get personal information from and who we share personal information with. There are some exemptions which means you may not receive all the information you ask for.
- **Your right to rectification** - You have the right to ask us to correct or delete personal information you think is inaccurate or incomplete.

- **Your right to erasure** - You have the right to ask us to delete your personal information.
- **Your right to restriction of processing** - You have the right to ask us to limit how we can use your personal information.
- **Your right to object to processing** - You have the right to object to the processing of your personal data.
- **Your right to data portability** - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you.
- **Your right to withdraw consent** – When we use consent as our lawful basis you have the right to withdraw your consent at any time.

If you make a request, we must respond to you without undue delay and in any event within one month.

To make a data protection rights request, please contact us using the contact details at the top of this privacy notice.

Chapter 4 Our lawful bases for the collection and use of your data

Our lawful bases for collecting or using personal information **to provide patient care, services, pharmaceutical products and other goods** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.
- Legal obligation – we have to collect or use your information so we can comply with the law. All of your data protection rights may apply, except the right to erasure, the right to object and the right to data portability.
- Legitimate interests - we’re collecting or using your information because it benefits you, our organisation or someone else, without causing an undue risk of harm to anyone. All of your data protection rights may apply, except the right to portability. Our legitimate interests are:
 - Collecting data to ensure that quality of care and quality of outcomes can be reviewed and the services offered adapted and clarified for the client and future clients, with the aim to improve the standard of care and successful outcomes for clients.

For more information on our use of legitimate interests as a lawful basis you can contact us using the contact details set out above.

- Vital interests – collecting or using the information is needed when someone’s physical or mental health or wellbeing is at urgent or serious risk. This includes an urgent need for life sustaining food, water, clothing or shelter. All of your data protection rights may apply, except the right to object and the right to portability.

Our lawful bases for collecting or using personal information **for safeguarding or public protection reasons** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.
- Vital interests – collecting or using the information is needed when someone’s physical or mental health or wellbeing is at urgent or serious risk. This includes an urgent need for life sustaining food, water, clothing or shelter. All of your data protection rights may apply, except the right to object and the right to portability.

Our lawful bases for collecting or using personal information **for patient app or portal functionality** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.
- Legitimate interests – we’re collecting or using your information because it benefits you, our organisation or someone else, without causing an undue risk of harm to anyone. All of your data protection rights may apply, except the right to portability. Our legitimate interests are:
 - Your Edit Limited collects this information so that quality of care and quality of outcomes can be reviewed and the services offered adapted and clarified for the client and future clients, with the aim to improve the standard of care and successful outcomes for clients.

For more information on our use of legitimate interests as a lawful basis you can contact us using the contact details set out above.

Our lawful bases for collecting or using personal information **to comply with legal requirements** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.

- Vital interests – collecting or using the information is needed when someone’s physical or mental health or wellbeing is at urgent or serious risk. This includes an urgent need for life sustaining food, water, clothing or shelter. All of your data protection rights may apply, except the right to object and the right to portability.

Our lawful bases for collecting or using personal information **for information updates, marketing or market research purposes** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.

Our lawful bases for collecting or using personal information for **dealing with queries, complaints or claims** are:

- Consent - we have permission from you after we gave you all the relevant information. All of your data protection rights may apply, except the right to object. To be clear, you do have the right to withdraw your consent at any time.
- Legal obligation – we have to collect or use your information so we can comply with the law. All of your data protection rights may apply, except the right to erasure, the right to object and the right to data portability.

Chapter 5 Where we get personal information from

Directly from you

- Other health and care providers
- Client’s other doctors eg GP or consultant
- Allied Health Professionals providing care to the client

Chapter 6 How long we keep information

Record Type	Retention Period	Legal/Regulatory Basis
Adult patient medical records	8 years after last contact	NHS Code of Practice; BMA guidance
Deceased patient records	8 years after death	NHS Code of Practice
Prescriptions and medication records	8 years	Clinical relevance; aligns with medical record retention

Record Type	Retention Period	Legal/Regulatory Basis
Blood test results	8 years	Stored as part of clinical record
Appointment logs	2 years	Operational use; not clinically sensitive
Patient consent forms	8 years or as long as relevant	ICO guidance; linked to clinical record
Complaints and incident reports	10 years	Legal risk management; NHS guidance
Staff employment records	6 years after employment ends	Limitation Act 1980; HMRC requirements
Safeguarding records	100 years or indefinitely	NHS guidance; due to potential future relevance
Financial records (invoices, billing)	6 years	HMRC requirements
Marketing communications consent	Until consent is withdrawn or 2 years	ICO guidance; reviewed regularly

For more information on how long we store your personal information or the criteria we use to determine this please contact us using the details provided above.

Chapter 7 Who we share information with

- Other health providers (eg GPs and consultants)
- Organisations we need to share information with for safeguarding reasons
- Organisations we're legally obliged to share personal information with
- Suppliers and service providers (including Cliniko, Script X and Mo Phlebotomy)

Chapter 8 Duty of confidentiality

We are subject to a common law duty of confidentiality. However, there are circumstances where we will share relevant health and care information. These are where:

- you've provided us with your consent (we have taken it as implied to provide you with care, or you have given it explicitly for other uses);
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we have a legal requirement (including court orders) to collect, share or use the data; on a case-by-case basis, the public interest to collect, share and use the data overrides the public interest served by protecting the duty of confidentiality (for example sharing information with the police to support the detection or prevention of serious crime);

- If in England or Wales – the requirements of The Health Service (Control of Patient Information) Regulations 2002 are satisfied; or
- If in Scotland – we have the authority to share provided by the Chief Medical Officer for Scotland, the Chief Executive of NHS Scotland, the Public Benefit and Privacy Panel for Health and Social Care or other similar governance and scrutiny process.

How to complain

If you have any concerns about our use of your personal data, you can make a complaint to us using the contact details at the top of this privacy notice.

If you remain unhappy with how we've used your data after raising a complaint with us, you can also complain to the ICO.

The ICO's address:

Information Commissioner's Office
Wycliffe House
Water Lane Wilmslow
Cheshire SK9 5AF

Helpline number: 0303 123 1113

Website: <https://www.ico.org.uk/make-a-complaint>