

Agreement between the User and Simply Medicals

The Simply Medicals [website](#) is offered as a free service to you, the User. Your use of this Website and your acceptance without modification of the terms, conditions, and notices outlined constitutes your agreement to all such terms, conditions, and notices. If you do not agree with these terms and conditions then you are kindly asked to exit this Website.

Links & Resources

Simply Medicals has various links to established, reputable organisations and institutions, which act as a good source of additional information and resources. Not all the medical resources on the Internet are current or accredited, hence users should avoid making health-related inferences from Internet material alone. Simply Medicals is not responsible for the availability of external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. Simply Medicals shall not be responsible or liable directly or indirectly, for any type of loss or damage caused by or in connection with the use of content, services or goods available on or through external sites or resources. All external links contained within Simply Medicals were operational at the time of going live, and Simply Medicals cannot be held responsible for any delays or inconveniences caused by later changes.

Limitation to Personal Use

This Simply Medicals Website is for your personal and non-commercial use. You may not modify, copy, transmit, distribute, display, publish, license, reproduce, transfer, or sell any information or services obtained from this Website.

Unlawful or Prohibited Use

As a condition of your use of the Simply Medicals Website, you accept that you will not use the Website for any purpose that is unlawful or prohibited by these terms and conditions.

These Conditions constitute the agreement between the user and Simply Medicals and govern the users use of the Service. The Conditions and the relationship between the user and Simply Medicals shall be governed by the laws of England. The user and Simply Medicals agree to submit to the exclusive jurisdiction of the English courts. Any failure by Simply Medicals to exercise or enforce any right or provision of the Conditions shall not constitute a waiver of such right or provision. If any provision of the Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Conditions remain in full force and effect.

Terms & Conditions

The Contract

- a. These terms and conditions form the basis of the contract between SIMPLY FIREARMS MEDICALS LTD trading as Simply Medicals and you. Before submitting an order please read these terms and conditions carefully. If you do not understand any part of these terms and conditions, please ask us for clarity.
- b. A legally binding contract will be created on acceptance of your order.
- c. We shall endeavour to make sure that all the information is made available to you before the formation of the contract between Us and You, unless such information is made available during the context of the transaction.

Your referral and report

- a. By completing the referral form and paying, you (or those whom you are acting for as a servant or agent) are forming a contract with SIMPLY FIREARMS MEDICALS LTD, Company number **15933328** trading as Simply Medicals hereinafter referred to as SIMPLY MEDICALS; for [firearms](#) or shotgun licence medical report verification.
- b. You must complete both the referral and consent form fully and accurately to initiate a referral to SIMPLY MEDICALS.
- c. All referral forms must be completed online using our referral portal or on paper by completing our referral paperwork.
- d. By sending SIMPLY MEDICALS your referral, you accept that it could take up to 32 days to complete your medical report. The usual turnaround time is much quicker, unless your GP surgery take as long as possible (up to 30 days) to send your medical records. Could be longer if they decide to post them to us.
- e. You accept that your referral will be allocated to a member of our panel of doctors. You accept that any one of our doctors may access your medical records in order to create your report. We will ensure that all of our doctors are suitably qualified and have indemnity insurance. You are able to check that they are a qualified doctor by inputting their name on the GMC register search facility.
- f. Our aim is to complete your report and return it to you within 72hrs from the time of receipt of medical records from your GP surgery. You accept that reports may be completed and returned to you sooner or in some cases after 72hrs. In cases where referrals or the information submitted to us is incomplete or your GP surgery do not comply with our request for medical records then the 72hrs will only begin once we have the medical records.

g. By sending your referral to SIMPLY MEDICALS and making payment you understand that once SIMPLY MEDICALS are in possession of your medical records, one of our doctors will review those medical records. This is to determine whether you currently or previously have had any of the following medical conditions:

- An acute stress reaction or an acute reaction to stress caused by trauma
- Depression or anxiety
- Suicidal, intention, thoughts or self-harm.
- A history or diagnosis of dementia
- Mania, bipolar disorder or a psychotic disorder
- Personality disorders
- Neurological conditions: e.g. example Multiple Sclerosis, Parkinson's or Huntington's disease, or Epilepsy
- Any alcohol or drug abuse
- Other mental or physical conditions which might affect the safe possession of a shotgun or firearm

The information gathered will then be shared with you and/or the police force (this varies depending on the police force) that the firearm/shotgun application is being sent to.

h. The Home Office 2019 guidance also recommends that we also contact your GP surgery to advise that the police may contact them to request a firearms marker is added to your patient record (if such a marker is not already present on your patient record). This is if any new medical issues emerge after the certificate has been granted then the GP can notify the police.

Your obligations and responsibilities

- a. You must co-operate with us in all matters relating to your referral.
- b. It is your responsibility to ensure that the referral made is appropriate to your requirements.
- c. It is your responsibility to ensure that the police force dealing with your firearm/shotgun application will accept a medical report completed by a doctor other than your own GP.
- d. It is your responsibility to ensure that referral form is accurate and complete. Any incomplete information from the referral form which results in SIMPLY MEDICALS

having to complete the medical form more than once, may result in extra charges at our discretion.

e. Please be aware that your medical report will be viewed by the relevant police force and any inaccurate information or personal comments about you as a result of incorrect information being recorded on your referral form will be shared with the police.

f. As you are responsible for the content of the referral form, SIMPLY MEDICALS are therefore not liable for any complaint or claim based on any inaccurate or false information on the referral form.

g. You agree not to contact or attempt to contact our doctors or employees directly, with a view to engaging their services directly. All referrals and enquires must be made to <https://SimplyMedicals.co.uk> or info@simplymedicals.co.uk.

h. You must not, under any circumstance, use our company logo or any other associated images or trademarks of SIMPLY FIREARMS MEDICALS LTD without prior authorisation from us.

Providing The Service

a. We will ensure that all our doctors hold the appropriate professional registration with the General Medical Council and appropriate indemnity cover.

b. We will ensure that all our doctors are capable of completing appropriate firearm/shotgun medical reports.

c. If a doctor flags up that any medical records are incomplete and the medical report cannot be completed without the remaining records, we will notify you of this at the earliest opportunity by email or telephone.

d. We will confirm all referrals received by email and keep you up to date with the progress of your referral.

e. If for any reason we need to cancel a referral, we will notify you of this as soon as possible. We will try our utmost to ensure that your referral is completed. However, where this is not possible you will be entitled to a full refund. If the doctor is completing/has completed your medical report or the report has been sent to you or the firearms officer and we receive a cancellation request then no refund will be due.

f. Nothing in these terms and conditions seeks to exclude or limit your legal rights as a consumer. For full information on your legal rights you can refer to the Citizens Advice Bureau or the Trading Standards Office.

Price and payment

a) The price of the medical examination will be the price published on our website <https://simplymedicals.co.uk>.

b) When you must pay and how you must pay: We accept payment with credit or debit card including Visa, Mastercard, American express or Maestro. You must pay us in advance the full price of the medical report before our GP commences in completing your medical report.

c) Payment for all referrals submitted online at <https://SimplyMedicals.co.uk>, or for referrals submitted by post or email will be taken via debit or credit card once your referral has been submitted.

d) Payment is taken at the point of sending the referral to SIMPLY MEDICALS.

Delays

a) We are not responsible for delays outside our control. One of the main issues that could delay the completion of the medical report is the delay in receiving your medical records from your GP surgery. If this happens then we will endeavour to contact you as soon as possible to let you know of the situation and we will take steps to minimise the effect of the delay. If there is a likelihood of a substantial delay you can contact us to cancel the referral and receive a full refund minus a £20 admin fee (if we have started the process of obtaining your medical records).

Cancellations

a. If you wish to cancel the referral you have made you must email firearms@simplymedicals.co.uk (Our opening times are Mon-Fri, 8.00-17.00 exc. Bank Holidays).

b. A full refund will be issued if the cancellation request is received before one of our admin staff have requested your medical records from your GP on your behalf. If our admin staff have started the process of obtaining your medical records then a £20 admin fee will apply.

c. You unequivocally accept that your referral cannot be refunded if a doctor has been allocated your referral and has begun completing your medical report, or if the completed report has been returned to you or your designated firearms officer.

d. If SIMPLY MEDICALS is unable to complete the medical report for whatever reason, you unequivocally accept that SIMPLY MEDICALS is only liable for the fee which you paid for the medical report. SIMPLY MEDICALS shall not be responsible for any consequential loss suffered as a result of SIMPLY MEDICALS not being able to produce the medical report.

Our responsibility for loss or damage suffered by you

a) We are not liable for any losses other than the fee paid for the service if SIMPLY MEDICALS has not completed the medical report within 72hrs of receiving the medical records from your GP. If you use our service for any commercial or business purpose we

will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Using your personal information

a) We will only use your personal information as set out in our privacy policy:

<https://SimplyMedicals.co.uk/privacy-policy/>.

Other terms

a) This contract is between you (the applicant) and SIMPLY FIREARMS MEDICALS LTD. No other person shall have any rights to enforce any of its terms. If either of us wants to terminate the contract then we may do so without obtaining the agreement of any other person in order to end the contract or make any changes to these terms.

b) If a court finds any part of this contract illegal, the remainder of the contract will continue to stand. Each of the paragraphs of our terms and conditions operate separately. If any court or relevant authority decides that any of our terms are unlawful, the remaining paragraphs will remain in full force and effect.

c) If the contract is not enforced by us at any point in time, we can enforce the contract at any time later on. For example, if you do not make payment at the right time and we provide the service regardless, we can still require you to make the payment at a later date.

d) What Is Required: A copy of your complete medical file is required by Simply Medicals. Your medical records should be reviewed in their entirety (10 years for renewals). With your permission, we have the right to ask your GP surgery for all of your medical records. All specialist letters and old "Lloyd George" cards must be included in your medical records.

e) Your GP Practice is supposed to forward your records within 30 days, they do sometimes take longer. Simply Medicals does not take any responsibility for the GP practice not adhering to GDPR regulations and any delays in providing Simply Medicals with your full medical records.

f) The quickest and most effective way to submit your request for a medical verification to Simply Medicals is to fill out our online referral form and upload the signed document (Consent form). As well as drop in a copy of your consent form directly to your GP by hand.

g) Why we need your medical records: The medical verification process entails a doctor reviewing your complete medical records. In order to aid the police in verifying whether you presently have or have ever had any of the following medical conditions:

- An acute stress reaction or an acute reaction to stress caused by trauma
- Depression or anxiety
- Suicidal, intention, thoughts or self-harm.
- A history or diagnosis of dementia
- Mania, bipolar disorder or a psychotic disorder
- Personality disorders
- Neurological conditions: e.g. example Multiple Sclerosis, Parkinson's or Huntington's disease, or Epilepsy
- Any alcohol or drug abuse
- Other mental or physical conditions which might affect the safe possession of a shotgun or firearm.

This information will then be given to you or the appropriate Police force (this varies from force to force) in charge of issuing or renewing your licence.

h) What we will do with your medical records: Our GP-led team will make sure your medical records are complete before reviewing them in light of the aforementioned standards. Our report will contain any medical issues that may be relevant to having a shotgun or firearms licence. You may have an interview with your firearms as part of their procedures. Please be aware that we only produce a factual medical report; the police are the only ones who have the authority to determine whether you are fit to possess a shotgun or firearms licence.

i) According to the 2019 Home Office instructions, we must additionally write to your GP office and ask them to add a marker to your medical record if one doesn't already exist.

j) Simply Medicals do not provide an opinion whether you should hold a firearms licence or not. We are required by law to present the facts we find in the medical records in an unbiased way. We will not be held liable for mentioning of information that is in your medical records.

i) Disposal of medical records: If you notify us that your application is finished before six months has passed from the completion of your report, we will securely destroy your medical information. If not, at Six months they will be destroyed. We are unable to return your medical records, and they will be destroyed after Six months. The medical report and this application form will be kept on file (or the electronic copy).

j) Consent: I understand that I will provide a completed and signed consent form to

allow for Simply Medicals to obtain my medical records. I also understand that if I do not do this the process of obtaining my medical records will not begin. Simply Medicals will not be held responsible for the client not providing us with the consent form. I give Simply Medicals permission to obtain my medical data from my doctor, hold them for review, and use them in connection with my application for a firearm or shotgun licence. I also agree that the police will be informed of any pertinent medical issues that are stated on my medical report. I agree that my report may be submitted directly to the firearms licencing officer (if the police require this), however, is usually sent to you by email or whatsapp if the police allow the report to be returned to you. Please note: Our email is not secure and therefore there is a risk your data can be lost or unauthorised access can be gained. By accepting our terms of use you are accepting this risk.

k) These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts