

Website, Cookie & Privacy Policy

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1. Important notice

This Privacy Policy describes how we obtain and use your personal data, why we are allowed to do so by the law, who has access to your personal data and what your rights are. Please review it carefully.

In the event that the Site contains a separate Privacy Statement linked to via the Site homepage, in the case of conflict between that Privacy Statement and this Privacy Policy, the Privacy Statement shall prevail over this Privacy Policy.

We take your privacy seriously and use your personal data as further explained in this Privacy Policy. We are the “controller” of the personal data you provide to us.

You have the right to object to us processing your personal data for our legitimate business interests or for direct marketing purposes (including any related profiling). For more information about your rights and how you can exercise them, please see the section [Your rights in Privacy Statement](#).

2. Website

We do not guarantee that our site, or any content on it, will be free from errors or omissions and may be out-of-date at any given time including personnel and clinic changes or information. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

Please be aware that any information provided through any part of our website is provided for interest purposes only and does not constitute personalised professional advice. For personal professional advice, we strongly recommend that you see a clinician for consultation.

Access To Our Site

Access to Our Site is free of charge. It is your responsibility to make any and all arrangements necessary in order to access Our Site.

Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

Intellectual Property Rights

All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

For personal use (including research and private study) only, you may:

- Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
- Download Our Site (or any part of it) for caching;
- Print [one copy of any] page[s] from Our Site;
- Download, copy, clip, print, or otherwise save extracts from pages on Our Site; and
- Save pages from Our Site for later and/or offline viewing.

You may not use any Content downloaded, copied, clipped, printed or otherwise saved from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. [This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers].

You may not systematically copy Content from Our Site with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given Our express permission to do so.

Subject to above you may not otherwise reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content or any other material from Our Site unless given

express written permission to do so by Us. For further information, please contact Us at info@lewinclinic.co.uk

Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

3 Links To Our Site

You may link to Our Site provided that:

You do so in a fair and legal manner;

You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

You do not use any logos or trade marks displayed on Our Site without Our express written permission; and

You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

You may link to any page of Our Site. You may not link to Our Site from any other site where the content of which contains material that:

is sexually explicit;

is obscene, deliberately offensive, hateful or otherwise inflammatory;

promotes violence;

promotes or assists in any form of unlawful activity;

discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

is calculated or is otherwise likely to deceive another person;

is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;

misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);

implies any form of affiliation with Us where none exists;

infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or

is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

The content restrictions do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with these provisions. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because

another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

Links To Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

Advertising

We may feature advertising on Our Site. We will not be responsible for any advertising on Our Site including, but not limited to, any errors, inaccuracies, or omissions.

4 Use Of Our System

You may use Our System at any time to contact Us, provided you abide by the following rules. You must not communicate in a way, submit information, or otherwise do anything that:

- is sexually explicit;
- is obscene, deliberately offensive, hateful or otherwise inflammatory;
- promotes violence;
- promotes or assists in any form of unlawful activity;
- discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- is calculated or is otherwise likely to deceive;
- is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
- misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- implies any form of affiliation with Us where none exists;
- infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or
- is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

We may monitor any and all communications made using Our System.

Any information that you send to Us through Our System may be modified by Us and, by sending us such information, you waive your moral right to be identified as the author of that information.

Any personal information sent to Us, whether through Our System or otherwise, will be collected, used and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out below.

5 Disclaimers And Legal Rights

Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought before taking any action relating to medical treatments.

Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, as a consumer you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office. We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

Our Liability

To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.

If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.

We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.

Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

6 Viruses, Malware And Security

- We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.

By breaching these provisions you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

7 Acceptable Usage Policy

You may only use Our Site in a manner that is lawful. Specifically:

- you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
- you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
- you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

- suspend, whether temporarily or permanently, your right to access Our Site;
- issue you with a written warning;
- take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- take further legal action against you as appropriate;
- disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- any other actions which We deem reasonably appropriate (and lawful).

We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.

8 Cookies and how we use them

What is a cookie?

We collect information about your use of our Site through cookies. Cookies are information that files stored on your computer, tablet or smartphone that help websites remember who you are and information about your visit. Cookies can help to display the information on our Site in a way that matches your interests. Most major websites use cookies.

How we use cookies

The cookies we use on our Site are broadly grouped into the following categories:

- **Analytics** – We use analytics cookies to help us understand how users engage with our Site. An example is counting the number of different people coming to our Site or using a particular feature, rather than the total number of times the site or feature is used. Without this cookie, if you visited our Site once each week for three weeks we would count you as three separate users. We would find it difficult to analyse how well our Site was performing and improve it without these cookies.
- **User Cookies** – We use cookies to improve your experience by remembering your preferences so we know how you like to use our Site. Examples of this would be remembering you so that you are served with the same content or to remember you when you come back to our Site.
- **Social Sharing** – We use third party cookies to allow you to share content directly on the social networking/sharing sites like Facebook, Twitter or Google+. Examples would be if you wanted to “like” or “tweet” about us or our products or services. Please see our “Third Party Cookies” section below for more details.

Controlling cookies

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting, you may be unable to access certain parts of our Site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you use our Site. The “Help” menu of the toolbar on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. For more information about cookies and how to stop cookies being installed or how to delete existing cookies from your hard drive visit the following website:
<http://www.allaboutcookies.org>.

Third party cookies

Some of the cookies described in the “What Cookies are used on our Site” section above are stored on your machine by third parties when you use our Site. Third parties may also read cookies on your browser to collect information or to serve content or advertisements to you. We have no control over these cookies or how the third parties use them. They are used to allow that third party to provide a service to us, for example analytics. For more information on these cookies and how to disable them, please see:

- Internet Advertising Bureau website at <http://www.youronlinechoices.com/> where you will be able to opt-out of receiving Interest-Based Advertising cookies from some of the third parties listed below; and/or
- If you want to know more about how cookies work and how to manage or delete them, visit the [World Wide Web Consortium’s website](#).

9 Controlling information about you

When you fill in an e- form or provide your personal details on our website, you may see one or more tick boxes allowing you to:

- Opt-in to receive marketing communications from us by email, telephone, text message or post.
- Opt-in to receive marketing communications from our third-party partners by email, telephone, text message or post.
- If you have agreed that we can use your information for marketing purposes, you can change your mind easily, via one of these methods:
- Send an email to info@lewinclinic.co.uk/ by calling 020 8070 7777.
- Write to Lewin Clinic, 65 New North Road, Hainault, Essex, 1G6 2UE.

Any personal information we hold about you is stored and processed under our data protection policy, in compliance with the General Data Protection Regulation (GDPR).

10 How we use your personal data

We use your personal data for the following purposes:

To provide you with the products and services you have requested

We use your personal data to accept you as a new or returning patient to provide you with the products and services you have requested in accordance with the Trading Terms or Terms of Trading.

To send you service communications, including in relation to changes to our Trading Terms or Terms of Trading

We use the contact details you have provided to us so that we can communicate with you about the products and services that we provide, including to let you know about major changes to those products and services or to the Trading Terms or Terms of Trading between us or to any related information.

Direct marketing (including by third parties)

If you have provided your consent or we otherwise have the right to do so, we may use your contact details to send you direct marketing and keep you informed of promotional offers by email, SMS, post or telephone relating to our products and services.

You can unsubscribe from our direct marketing at any time by clicking the “Unsubscribe” link in any of our emails or by contacting us.

To track your usage of our website, communications, products and services

We use cookies and similar technologies to track your activity on our Site so that we can provide important features and functionality on our Site, monitor its usage, and provide you with a more personalised experienced.

To provide and improve customer support

We use your personal data to be able to provide and improve the customer support we provide to you (for example, where you have questions about our products and services).

To maintain our records and improve data accuracy

Like any business, we process personal data in the course of maintaining and administering our internal records. This includes processing your personal data to ensure that the information we hold about you is kept up to date and accurate.

To respond to enquiries, complaints and disputes

We use the personal data we hold about you to help us respond to any enquiries or complaints you have made, or deal with any dispute which may arise in the course of us providing our products and services to you, in the most effective manner.

To investigate, detect and prevent fraud and comply with our legal obligations

In certain circumstances, we use your personal data only to the extent required in order to enable us to comply with our legal obligations, including for fraud detection, investigation and prevention purposes. This may require us to provide your personal data to law enforcement agencies if they request it.

11 Legal grounds for processing

Data protection law requires us to only process your personal data if we satisfy one or more legal grounds. These are set out in data protection law and we rely on a number of different grounds for the processing we carry out. These are as follows:

Consent

In certain circumstances, we process your personal data after obtaining your consent to do so for the purposes of:

- sending you marketing communications about our products and services;
- sending you our Newsletter or other update communication about the clinic

Necessary for the performance of a contract and to comply with our legal obligations

It is necessary for us to process your basic contact details, payment details and information about the business you represent for the performance of the Trading Terms or Terms of Trading between us. In particular, we rely on this legal ground to:

- provide you with the products and services;
- communicate with you about the products and services that we provide to you, including to let you know about major changes to those products and services or to the Trading Terms or Terms of Trading between us or to any related information;
- provide and improve customer support; and
- notify you about changes to our service

If you choose not to give some or all of the aforementioned information to us, this may affect our ability to provide our products and services to you.

In certain circumstances, we also use your personal data only to the extent required in order to enable us to comply with our legal obligations, including to detect, investigate and prevent fraud.

Necessary for the purposes of our legitimate business interests or those of a third party

It is sometimes necessary to collect and use your personal data for the purposes of our legitimate interests as a business, which are to:

- provide you with products and services that are as useful and beneficial as possible, including by personalising our contact with you and making sure we tell you about all the offers that are relevant to you;
- better understand our customer base so that we can improve our products and services and marketing activities (which could also benefit you);
- comply with our contractual obligations to third parties;
- develop and improve our Site to enhance the customer experience;

- train our staff so that we can provide you with a better customer service;
- respond to any enquiries or complaints you have made, or deal with any dispute which may arise in the course of us providing our products and services to you; and
- to ensure that content from our Site is presented in the most effective manner for you and for your computer;
- ensure effective operational management and internal administration of our business, document retention, compliance with regulatory guidance and exercise or defense of legal claims.

Where we think there is a risk that one of your interests or fundamental rights and freedoms may be affected we will not process your personal data unless there is another legal ground for us to do so (either that we have obtained your consent to the processing or it is necessary for us to perform our contract with you or to comply with our legal obligations).

Links to other websites

Our website may contain hyperlinks to websites owned and operated by third parties. This Privacy Policy does not apply to those other websites. We encourage you to read the privacy statements on the other websites you visit, as they will govern the use of any personal data you provide when visiting those websites. We do not accept any responsibility or liability for the privacy practices of such third party websites and your use of such websites is at your own risk.

12 Changes to this Privacy Policy

This Privacy Policy was last updated on 1 May 2024.

This Privacy Policy may be updated from time to time, so you may want to check it each time you provide personal data to us.

13 Privacy Statement

The Lewin Clinic aims to meet the requirements of the Data Protection Act 2018, the General Data Protection Regulation (GDPR), the guidelines on the Information Commissioner's website as well as our professional guidelines and requirements.

The data controller is **Colin Lewin** who is also the information Governance Lead and the Data Protection Officer.

This Privacy Notice is available on the clinic website at [https://www.lewinclinic.co.uk/ at reception/](https://www.lewinclinic.co.uk/reception/) by email if you contact [info@lewinclinic.co.uk/](mailto:info@lewinclinic.co.uk) by calling 020 8070 7777.

You will be asked to provide personal information when registering with the clinic. The purpose of us processing this data is to provide optimum health care to you.

The categories of data we process are:

- Personal data for the purposes of staff and self-employed team member management
- Personal data for all patients to enable management of patient's health
- Personal data for the purposes of direct mail/email/text and possible future marketing
- Special category data including health records for the purposes of the delivery of health care
- Special category data including health records and details of criminal record checks for managing employees and contracted team members

We never pass your personal details to a third party unless we have a contract for them to process data on our behalf and will otherwise keep it confidential. If we intend to refer a patient to another practitioner or to secondary care such as a hospital we will gain the individual's permission before the referral is made and the personal data is shared.

- Personal data is stored on Cliniko servers in Australia
- Personal data is stored in the UK in digital format when the data storage company is certified with the EU-US Privacy Shield
- Personal data is obtained when a patient registers with the clinic; when a patient is referred to the clinic; when a patient contacts the clinic via social media and or website; and when a patient subscribes to an email list.

We can see some data automatically like your: - IP address and what device and network you are using. This data comes from google analytics (please see their Data privacy and security page, <https://support.google.com/analytics/answer/6004245>). - Email open clicks and click through rates on links on our emails which we use to improve our communications.

The lawful basis for processing special category data such as patients' and employees' health data is:

- Processing is necessary for the purposes of preventative or occupational medicine, for assessing the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services on the basis of Union or Member State law or a contract with a health professional

The lawful basis of processing personal data such as name, address, email or phone number is:

- Consent of the data subject
- Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract

The retention period for special data in patient records is a minimum of 10 years and may be longer for complex records in order to meet our legal requirements. The retention period for staff records is 6 years. The retention periods for other personal data is 2 years after it was last processed.

You have the following personal data rights:

- The right to be informed
- The right of access
- The right to rectification
- The right to erasure (clinical records must be retained for a certain time period)
- The right to restrict processing
- The right to data portability
- The right to object

Further details of these rights can be seen in our Information Governance Procedures or at the [Information Commissioner's website](#).

Here are some practical examples of your rights:

- If you **are** a patient of the clinic you have the right to withdraw consent for important notifications, newsletters, surveys or marketing. You can inform us to correct errors in your personal details or withdraw consent from communication methods such as telephone, email or text. You have the right to obtain a free copy of your patient records within one month.
- If you are **not** a patient of the clinic you have the right to withdraw consent for processing personal data, to have a free copy of it within one month, to correct errors in it or to ask us to delete it. You can also withdraw consent from communication methods such as telephone, email or text.

What personal data do we hold?

- your past and current medical condition; personal details such as your age, address, telephone number and your general practitioner
- radiographs, clinical photographs and copies of your imaging (e.g. CT, MRI)
- information about the treatment that we have provided or propose to provide and its cost
- notes of conversations/incidents that might occur for which a record needs to be kept
- records of consent to treatment
- any correspondence relating to you with other health care professionals, for example in the hospital or community services.

Why do we hold information about you?

We need to keep comprehensive and accurate personal data about our patients in order to provide them with safe and appropriate medical care.

Security of information

Personal data about you is held in the clinic's computer system and/or in a manual filing system. The information is not accessible to the public and only authorised members of staff have access to it. Our computer system has secure audit trails and is stored on the cloud.

Disclosure of information

In order to provide proper and safe medical care, we may need to disclose personal information about you to:

- your general practitioner
- the hospital or community services which are caring for you
- other health professionals caring for you

Disclosure will take place on a 'need-to-know' basis, so that only those individuals/organisations who need to know in order to provide care to you and for the proper administration of Government (whose personnel are covered by strict confidentiality rules) will be given the information. Only that information that the recipient needs to know will be disclosed.

In very limited circumstances or when required by law or a court order, personal data may have to be disclosed to a third party not connected with your health care. In all other situations, disclosure that is not covered by this Code of Practice will only occur when we have your specific consent.

Where possible you will be informed of these requests for disclosure.

Comments, suggestions and complaints

Please contact at the clinic for a comment, suggestion or a complaint about your data processing at info@lewinclinic.co.uk, or 020 8070 7777 or by writing to or visiting the clinic at Lewin Clinic, 65 New North Road, Hainault, Essex, 1G6 2UE. We take complaints very seriously.

If you are unhappy with our response or if you need any advice you should contact the Information Commissioner's Office (ICO). Their telephone number is 0303 123 1113, you can also [chat online with an advisor](#). The ICO can investigate your claim and take action against anyone who's misused personal data. You can also visit their website for information on [how to make a data protection complaint](#).

Related clinic procedures

You can also use these contact details to request copies of the following clinic policies or procedures:

- Data Protection and Information Security Policy
- Consent Policy
- Privacy Impact Assessment
- Information Governance Procedures
- Website privacy policy

