

Our Website Terms & Conditions, Cookies Policy, Privacy Statement & Medical Disclaimer

Welcome to our website

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Dr. Victoria Howe relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Dr. Victoria Howe' or 'us' or 'we' refers to the owner of the website whose registered office is Carrer Sepulveda 125, 08015 Barcelona, Spain. The term 'you' refers to the user or viewer of our website.

Website Medical Disclaimer

(1) No Advice:

This website contains general information about medical conditions and treatments. The information is not advice, and should not be treated as such.

(2) No Warranties:

The medical information on this website is provided without any representations or warranties, express or implied. We make no representations or warranties in relation to the medical information on this website.

Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- (a) the medical information on this website will be constantly available, or available at all; or
- (b) the medical information on this website is complete, true, accurate, up-to-date, or non-misleading.

(3) Professional Assistance:

You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider. If you have any specific questions about any medical matter you should consult your doctor or other professional healthcare provider. If you think you may be suffering from any medical condition you should seek immediate medical attention. You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on this website.

(4) Limiting Our Liability:

Nothing in this medical disclaimer will:

- (a) limit or exclude our liability for death or personal injury resulting from negligence;
- (b) limit or exclude our liability for fraud or fraudulent misrepresentation;
- (c) limit any of our liabilities in any way that is not permitted under applicable law; or
- (d) exclude any of our liabilities that may not be excluded under applicable law.

(5) Standard fees and refund policy.

All base prices are clearly stated. Dr. Howe, her team and staff always are as transparent as possible in relation to same. Upon the petitioning and patient acceptance i.e., patient payment of diagnostic or laboratory testing; 40% of the overall diagnostic and laboratory testing is non-refundable. The remaining 60% may, under exceptional circumstances, be partly or fully refunded however this is at the discretion of Dr. Victoria Howe and her Directors.

(6) This Disclaimer:

This medical disclaimer was made using a precedent created following the current relevant law.

Our Cookies Policy

A cookie is a small file, typically of letters and numbers, downloaded on to a device (like your computer or smart phone) when you access certain websites. Cookies allow a website to recognise a user's device. Some cookies help websites to remember choices you make (e.g. which language you prefer if you use the Google Translate feature). Analytical cookies are to help us measure the number of visitors to a website. The two types we use are 'Session' and 'Persistent' cookies. Some cookies are temporary and disappear when you close your web browser, others may remain on your computer for a set period of time.

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org. To opt out of being tracked by Google Analytics across all websites visit <http://tools.google.com/dlpage/gaoptout>. This may prevent you from taking full advantage of the website.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

(1) Introduction:

Our website uses cookies. By using our website and agreeing to this policy, you consent to our use of cookies in accordance with the terms of this policy.

(2) About cookies:

Cookies are files, often including unique identifiers, that are sent by web servers to web browsers, and which may then be sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers to identify and track users as they navigate different pages on a website, and to identify users returning to a website.

Cookies may be either "persistent" cookies or "session" cookies. A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date). A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

(3) This Cookies Policy:

This cookie policy was made using the current relevant law.

(4) Cookies on this Website:

We use both session cookies and persistent cookies on this website.

(5) How we use Cookies:

Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

We may use the information we obtain from your use of our cookies for the following purposes:

- (1) set your preferred colour scheme for this website;
- (2) to enable the captcha security image to work on various on-line forms;
- (3) Display our our Cookie Policy banner when you first visit this website;
- (4) Enables the 'Auto-complete' feature on our Repeat Prescriptions ordering application to remember the details from your last visit;

(6) Third Party Cookies:

This website does not send third-party cookies.

(7) Blocking Cookies:

Most browsers allow you to refuse to accept cookies. For example:

- (1) in Internet Explorer you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector;
- (2) in Firefox you can block all cookies by clicking "Tools", "Options", and un-checking "Accept cookies from sites" in the "Privacy" box.

Blocking all cookies will, however, have a negative impact upon the usability of many websites. If you block cookies, you will not be able to use the 'Auto-Complete' Repeat Prescriptions feature on this website.

(8) Deleting Cookies:

You can also delete cookies already stored on your computer:

- (1) in Internet Explorer, you must manually delete cookie files;
- (2) in Firefox, you can delete cookies by, first ensuring that cookies are to be deleted when you "clear private data" (this setting can be changed by clicking "Tools", "Options" and "Settings" in the "Private Data" box) and then clicking "Clear private data" in the "Tools" menu.

Obviously, doing this may have a negative impact on the usability of many websites.

(9) Contact Us:

This website is operated by Dr. Victoria Howe.

If you have any questions about our cookies or this Cookies Policy, please contact our Practice Manager.

Website Usage Terms & Conditions

How we gather and use personal information collected via this website and via other means is encapsulated in this Privacy Policy. Data we may collect includes your name, address, telephone number and email address. Personal information provided by you will be used in accordance with the Data Protection Act. Please contact our Practice Manager for information on the data we collect and hold about you.

(1) Introduction:

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

Our website uses cookies. By using our website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy, and cookies policy (outline below).

(2) These Terms and Conditions:

These terms and conditions were made using the relevant law.

(3) Licence to Use Website:

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;

- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website; or
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter);

(4) Acceptable Use:

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

(5) Limited Warranties:

We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

(6) Limitations and Exclusions of Liability:

Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your

liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(7) Indemnity:

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

(8) Breaches of these Terms and Conditions:

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

(9) Variation:

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

(10) Assignment:

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

(11) Severability:

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect

(12) Exclusion of Third Party Rights:

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

(13) Entire Agreement:

These terms and conditions, together with our privacy policy, cookies policy and medical disclaimer constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website.

(14) Law and Jurisdiction:

These terms and conditions will be governed by relevant authority and according to mainland law.

(15) Our Details:

Dr. Victoria Howe

Our Address & Contact Telephone Number:

Carrer Sepulveda 125, 08015 Barcelona, Spain. Tel: +34 672299222

Privacy Policy

(1) General:

This privacy policy sets out how Dr. Victoria Howe uses and protects any information that you give Dr. Victoria Howe when you use this website.

Dr. Victoria Howe takes great care to safeguard personal data provided by its patients and processes such data fairly and lawfully in accordance with the Data Protection Act.

We do not capture and store any personal information about individuals who access this web site, except where you voluntarily choose to give us your personal details via email or an on-line form.

In these latter cases, the personal information you give us is used exclusively by us for providing you with current and future information about our services.

We do not pass any of your personal information to outside organisations and/or individuals, except with your express consent.

Dr. Victoria Howe is committed to ensuring that your privacy is protected. Dr. Victoria Howe may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

(2) This Privacy Policy:

This privacy policy was made using the relevant direction and following the relevant law.

(3) Personal Information:

You have a right to know about the personal information that we hold about you. You also have the right to have your data corrected or deleted. Please direct all requests and/or queries about our data protection policy to our Practice Manager (or use the "contact").

(4) Use of Cookies:

A cookie is a small piece of information sent from a web-site to your computer where it is stored on your hard drive. Most web-sites send cookies of some description. Most browsers will allow you to disable cookies; you will still be able to move around the site as normal if you do decide to disable cookies.

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site.

Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not.

A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

(5) What information do we collect?

We may collect, store and use the following kinds of personal information:

(a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation);

(b) information relating to any transactions carried out between you and us on or in relation to this website, see Online Applications & Comments / Suggestions form below;

(d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters;

(e) any other information that you choose to send to us;

(6) Using your Personal Information:

Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

We may use your personal information to:

- (a) administer the website;
- (b) enable your use of the services available on the website;
- (c) send transaction confirmations by email;
- (d) send you general (non-marketing) communications;
- (e) send you email notifications which you have specifically requested;
- (f) send to you our newsletter, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require these communications);
- (g) deal with enquiries and complaints made by or about you relating to the website;

We do not pass any of your personal information to outside organisations and/or individuals, except with your express consent.

(7) Disclosures:

We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

(8) Security of your Personal Information:

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure (password and firewall protected) servers. All electronic transactions you make to or receive from us will be encrypted using SSL technology (excluding our Comments & Suggestions and PPG Application to join forms).

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

(9) Lines of Communication

We take confidentiality and protection as a fundamental part of our business. We are prepared to use any lines of communication (Telephone call, email, messenger etc.) to communicate with you and we, so far as reasonably practicable protect the data and communication passed between us and you. We will assume and proceed to communicate with you in any form necessary however if you do not wish us to use a certain form of communication it would be appreciated that you specifically state this to a Dr. Victoria Howe or a representative.

(10) Policy Amendments:

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

(11) Your Rights:

You may instruct us to provide you with any personal information we hold about you. Provision of such information will be subject to:

- (a) the payment of a fee (currently fixed at £10.00); and
- (b) the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes by email at any time. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal information for marketing purposes.

(12) Third Party Websites:

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.

(13) Updating Information:

Please let us know if the personal information which we hold about you needs to be corrected or updated.

(14) Contact:

If you have any questions about this privacy policy or our treatment of your personal information, please write to our Practice Manager.

(15) Data Controller:

The data controller responsible in respect of the information collected on this website is Paul Doherty.