Psychiatry Service Terms and Conditions

BetterCare™ Mental Health Services Ltd

1. Introduction and Agreement

These Terms and Conditions apply to all psychiatric services provided by BetterCare™ Mental Health Services Ltd (“BetterCare™”, “we”, “our”, “us”), including initial consultations and all follow-up appointments.

By booking or attending an appointment, you enter into a legally binding agreement with BetterCare™ and the treating psychiatrist. You confirm that you have read, understood, and agreed to these Terms and Conditions in full.

Psychiatry is a regulated medical service delivered within strict clinical, legal, and ethical frameworks. It is important that you fully understand the nature and limitations of this service before proceeding.

2. Nature of Psychiatric Care

A psychiatric consultation is a medical assessment conducted by a qualified psychiatrist. It is not a general practitioner (GP) service and does not constitute counselling or psychotherapy.

Consultations are structured and clinically focused. Their purpose is to:

Assess mental health symptoms

Evaluate risk

Determine whether medical intervention, including medication, is appropriate

You will be asked detailed and, at times, sensitive questions regarding your personal history, family background, health, and current circumstances. These are necessary for safe and accurate clinical decision-making.

You agree to provide complete, accurate, and honest information. Failure to do so may impact the validity and outcome of your assessment and any clinical recommendations.

3. Scope and Limitations of Service

BetterCare™ provides an outpatient psychiatric service only. We do not provide inpatient or hospital-based care.

We do not provide services for:

Individuals experiencing acute psychiatric emergencies

Active psychosis requiring immediate intervention

Situations requiring urgent hospital admission

BetterCare™ is not an emergency or crisis service. Where the clinician determines that a patient's risk or clinical needs cannot be safely managed online, the service may discontinue care and refer the patient back to their GP. Patients requiring urgent assessment must attend their local Emergency Department or contact emergency services (999 or 112).

Psychiatrists within this service do not provide Autism Spectrum Disorder (ASD) diagnoses, as these require a multidisciplinary assessment.

All clinical decisions, including diagnosis, treatment, and reporting, are made solely at the discretion of the treating psychiatrist based on professional judgement and available clinical evidence. Outcomes cannot be guaranteed.

A single consultation may not be sufficient to reach definitive conclusions, particularly in complex cases.

4. Structure of Appointments

Initial consultations are typically up to 50 minutes

Follow-up appointments are typically 20–30 minutes

Appointments are designed to gather relevant clinical information, assess symptoms, evaluate risk, and determine appropriate medical management.

They are not intended for ongoing emotional support or open-ended therapeutic discussion.

5. Psychiatry and Psychotherapy

Psychiatry and psychotherapy are distinct services.

Psychiatry focuses on diagnosis and medical treatment

Psychotherapy focuses on emotional support and behavioural change

If you are seeking ongoing support or a space to explore personal experiences, psychotherapy or counselling may be more appropriate. In many cases, a combination of both services is recommended.

6. Clinical Responsibility and Risk

Psychiatrists are medically and legally responsible for their clinical decisions and must prioritise patient safety at all times.

This may involve:

Clarifying or questioning information provided

Seeking additional information where necessary

Making decisions based on clinical judgement rather than patient expectation

All decisions are grounded in professional standards, evidence, and risk management.

7. Medication

There is no guarantee that medication will be prescribed.

Medication is prescribed only where clinically appropriate, taking into account:

Medical history

Current presentation

Risk factors and potential side effects

Prescriptions are issued securely via Healthmail to your nominated GP and/or pharmacy. Prescriptions are not provided directly to patients.

For certain medications (including ADHD-related treatments), additional medical information from your GP may be required. It is your responsibility to arrange this in advance.

A follow-up appointment is required after commencing medication to monitor safety and effectiveness.

8. Letters and Reports

A summary letter following consultation is typically included and may be sent to you, your GP, or both, at the discretion of the psychiatrist.

Comprehensive psychiatric reports are not included as standard. These must be requested separately and will incur additional fees. Timeframes for completion may vary.

BetterCare™ and the treating psychiatrist reserve the right to decline requests for reports where appropriate.

Reports and clinical opinions reflect the presentation at the time of assessment. BetterCare™ accepts no responsibility for how such documents are interpreted or used by third parties.

9. Attendance and Conduct

You are required to attend appointments on time.

If you are more than 10 minutes late, the appointment may be cancelled and the full fee will be charged

You must attend in a suitable condition for a medical consultation

Appointments may be terminated if you are under the influence of drugs/alcohol or behave in an abusive or inappropriate manner

For online consultations, you must:

Have a stable internet connection

Keep your camera on

Participate from a private and appropriate environment

10. Cancellations and Fees

A minimum of 72 hours' notice is required to cancel or reschedule

Late cancellations or non-attendance will result in the full fee being charged

All fees must be paid in advance through BetterCare™

In exceptional circumstances (e.g. serious illness or bereavement), discretion may be applied; however, this is not guaranteed.

11. Refund Policy

Fees for psychiatric services are non-refundable once the appointment has taken place, except where required under applicable consumer protection law.

It is your responsibility to ensure that you are booking the appropriate service.

12. Forms and Pre-Assessment Requirements

You are required to complete all requested documentation within the specified timeframe (typically 24–48 hours).

Failure to do so may result in:

Delay of your appointment

Cancellation

Loss of fees

13. Confidentiality and Data Protection

Your personal and health information is treated as strictly confidential and processed in accordance with the General Data Protection Regulation (GDPR).

BetterCare™ Mental Health Services Ltd acts as the Data Controller.

Your data may be processed for the purposes of:

Providing clinical care

Maintaining medical records

Communicating with relevant healthcare professionals

You have the right to:

Access your data

Request correction of inaccurate data

Request restriction of processing

Lodge a complaint with the Data Protection Commission

Confidentiality may be breached where:

Required by law

There is a serious risk to your safety or the safety of others

Records are retained for:

A minimum of seven years after last contact

In the case of minors, seven years after reaching age 18

14. Consent to Treatment

By engaging with the service, you provide informed consent to:

Psychiatric assessment and treatment

The processing and sharing of relevant medical information where clinically necessary

For individuals under 18 years of age, consent must be provided by a parent or legal guardian.

15. Safety and Duty of Care

BetterCare™ clinicians have a duty of care to act in the interest of patient safety.

Where there is a concern regarding risk, the clinician may contact:

Your GP

Emergency services

Appropriate third parties

16. Limitation of Liability

To the fullest extent permitted by law, BetterCare™ Mental Health Services Ltd shall not be liable for any indirect, incidental, or consequential loss arising from:

The use of its services

Clinical opinions or reports

Decisions made by third parties based on such information

Nothing in these Terms excludes liability where it is unlawful to do so.

17. Complaints Procedure

If you wish to make a complaint, you may do so by contacting BetterCare™ at [info@bettercare.ie].

All complaints will be handled in accordance with our formal complaints policy.

If you wish to make a formal complaint to the Irish Medical Council (IMC), you can send it in writing — either by filling out the IMC's official complaint form or writing a detailed letter. You can send it by Emai to complaints@medicalcouncil.ie

18. Force Majeure

BetterCare™ shall not be held liable for failure or delay in providing services due to circumstances beyond its reasonable control, including but not limited to technical failures, illness, or unforeseen events.

19. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland.

Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Irish courts.

20. Secondary Use of Anonymised Data

You acknowledge and agree that BetterCare™ may use fully anonymised and aggregated data, derived from the provision of services under this Agreement, for the purposes of service evaluation and improvement; clinical governance and quality assurance; research and analysis; development of benchmarking insights and population-level wellbeing trends.

Such anonymised data may be used internally by BetterCare™ and/or shared with third parties in a non-identifiable and non-attributable format, provided that:

no person can be identified; no person can be identified or named; no clinical notes or case-level data are disclosed.

21. Final Acknowledgement

By proceeding with a booking, you confirm that:

You have read and understood these Terms and Conditions in full

You accept the nature and limitations of psychiatric services

You understand that outcomes cannot be guaranteed

You agree to proceed under these terms

BetterCare™ Mental Health Services Ltd

[Navan, Co.Meath]

[Company Number: 756949]