

Terms of Business

1. About Us

FM Doctor provides advisory, consultancy, and document-based services relating to AI readiness, AI governance, workflow, operational documentation, and related decision-support advisory services.

Contact: hello@fmdoctor.co.uk

All services are provided on an advice-only and non-certifying basis unless expressly agreed otherwise in writing.

2. Scope of Services

The scope of services shall be defined in a written proposal, order form, or Statement of Work.

FMD provides advice-only, non-certifying support. FMD may provide advisory observations about governance, operational documentation, AI readiness, workflow, and risk, but does not provide legal advice, clinical advice, financial advice, cyber-security assurance, statutory inspection, compliance certification, clinical safety assurance, procurement approval, or formal regulatory sign-off.

FMD does not act as the client's statutory duty holder, competent person, appointed safety adviser, clinical safety officer, data protection officer, cyber-security provider, auditor, or decision-maker.

Where FMD provides advisory risk reviews, risk observations, or draft risk assessment support, these are provided as guidance only and may be generic or based on limited information. Any risk assessment intended for operational use remains the client's responsibility and must be reviewed, amended, approved, and owned by a competent person appointed by the client before use.

Where services relate to healthcare, NHS-adjacent, public-sector, or regulated environments, FMD's role remains advisory only.

FMD does not provide clinical advice, patient-specific decision support, medical device assessment, clinical safety assurance, DPIA sign-off, DTAC or DSPT sign-off, cyber assurance, NHS endorsement, procurement approval, or implementation approval.

The client remains responsible for local governance, information governance, DPIAs, clinical safety requirements where relevant, cyber/security review, procurement, implementation, compliance, and all internal approvals required before using or acting on any output.

3. Client Obligations

The client shall:

- provide accurate, complete, and timely information
- warrant that it has the right to provide any data supplied
- review deliverables promptly

Deliverables are deemed accepted if no issues are raised in writing within the acceptance period stated in the applicable Statement of Work or proposal.

4. Fees and Payment

- Fees are as agreed in writing.
- Payment is due within 14 days of invoice date unless otherwise stated in the applicable Statement of Work.

5. Intellectual Property

All intellectual property and proprietary rights in FM Doctor's pre-existing materials, templates, methodologies, tools, slide decks, frameworks, and know-how remain the property of FM Doctor.

Subject to full payment, the client is granted a non-exclusive, non-transferable licence to use the deliverables internally for its own business purposes.

Internal notes, working papers, draft analysis, prompts, calculations, and preparatory materials remain FM Doctor's internal working materials unless expressly included as deliverables.

FM Doctor will not use the client's name, logo, testimonial, or case study publicly without the client's prior written consent.

6. Confidentiality

Each party shall keep confidential all non-public information received from the other party and shall not disclose it except where required by law or permitted under these terms.

7. Data Protection

Both parties shall comply with applicable data protection legislation, including UK GDPR and the Data Protection Act 2018.

FMD acts as controller for personal data processed for its own business administration, enquiries, contracting, invoicing, record-keeping, compliance, and client relationship management.

Where FMD processes personal data supplied by the client solely to deliver the agreed services and on the client's documented instructions, FMD acts as processor and the client acts as controller. In those circumstances, the FMD Data Processing Addendum applies unless the parties agree equivalent written processor terms.

FMD does not require patient-identifiable information for standard AI readiness, governance, workflow, or operational advisory services. The client must not provide patient-identifiable information, special-category data, safeguarding information, staff health or sickness information, HR-sensitive information, passwords, credentials, or highly restricted information unless this has been explicitly agreed in writing before transfer.

8. AI-Assisted Tools

FMD may use approved digital and AI-assisted tools, including ChatGPT, to support drafting, structuring, analysis, quality review, and administration.

FMD does not input patient-identifiable information, special-category personal data, safeguarding information, staff health or sickness information, passwords, credentials, or unnecessary confidential client information into public AI tools.

Client confidential information may only be used with AI-assisted tools where separately agreed in writing. This agreement may be recorded in the Statement of Work, written scope confirmation, email confirmation, or another written instruction agreed by both parties.

AI-assisted outputs are subject to human review before being issued to the client. FMD does not provide automated decision-making or profiling as part of its services.

9. Limitation of Liability

Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot legally be excluded or limited.

FM Doctor shall not be liable for indirect or consequential loss, including loss of profit, business, opportunity, or goodwill.

Subject to any liability that cannot legally be excluded or limited, and subject to the applicable Statement of Work, FMD's total aggregate liability arising out of or in connection with the services is limited to the lower of:

- the total fees paid under the applicable Statement of Work
- GBP 25,000

10. Notification of Claims

The client shall notify FM Doctor in writing of any claim or potential claim arising out of or in connection with the services within 12 months of completion of the relevant services.

11. Reliance and Use

Deliverables are prepared solely for the client's internal use. No third party may rely on them without prior written consent.

Recommendations may identify possible future work or next steps. Such references do not create an obligation to provide or purchase further services unless separately agreed in writing.

FMD may have professional affiliations or referral relationships. Where a recommendation relates to such an affiliation, this will be disclosed.

12. Change Control

Any work outside the agreed scope must be agreed in writing and may be subject to additional fees.

13. Complaints

Complaints or concerns about FMD services should be sent to hello@fmdoctor.co.uk. FMD will acknowledge and aim to respond within 10 working days.

14. Suspension or Withdrawal of Services

FM Doctor may suspend or withdraw from providing the services where:

- continuing would require FM Doctor to act unlawfully, unethically, or outside its competence
- client information is materially incomplete, inaccurate, or misleading
- the client fails to meet payment or cooperation obligations
- illness, incapacity, or circumstances beyond reasonable control materially affect delivery
- continuing would present an unacceptable data protection, security, or safety risk

15. Termination

Either party may terminate the services for material breach where the breach is not remedied within 14 days of written notice.

16. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond its reasonable control.

17. Governing Law

These terms are governed by and construed in accordance with the laws of England and Wales.

18. Entire Agreement and Order of Precedence

In the event of conflict, the order of precedence is:

1. the applicable Statement of Work
2. these Terms of Business
3. any written proposal
4. other written communications

19. Acceptance of Services

These terms are deemed accepted upon the earlier of:

- written acceptance by the client
- commencement of the services
- the acceptance period stated in the applicable SoW