

Terms and Conditions – Ear Microsuction

Please read these Terms and Conditions ("Terms"; "Conditions"; "Terms of Use"; "Terms and Conditions") carefully before using Earwax removal Service (the "Service") operated by Nimbuscare Ltd.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the "Terms" then you may not access the "Service".

1. About Us

This service is operated and provided by Nimbuscare Ltd. We are registered in England under company number 09604277. Our registered address is 2 Oak Rise, York, England, YO24 4LJ.

Our contact number is 01904 943690.

We are registered with and regulated by the Care Quality Commission (CQC), the independent healthcare regulator in England, with provider ID 1-9449788661. All our clinicians comply with the requirements of their professional bodies, the standards set by applicable healthcare regulators and the General Medical Council guidelines.

- 2. Description of Service:** Microsuction is the procedure of choice for ear wax removal as it has been found to be safer and more effective than ear irrigation (syringing). There is a lower risk of infection, and the procedure avoids contact with the internal ear structures. Microsuction uses a small vacuum to suck out the wax from the ear canal. Please note that the clinic appointment is not diagnostic; it is for the removal of ear wax only. Appointments are approximately 20 minutes.

- 3. Who can access the service:** You must be 18 years old or over to use this service. We would advise to wait at least 6 weeks if you have had a tympanic membrane (ear drum) perforation – this excludes grommet insertion. If you have severe tinnitus this may not be the appropriate procedure for you, but you can discuss this with the practitioner if you decide to book the appointment. We do ask that you do not attend the clinic if you are unwell with an infectious illness, or less than 48 hours following diarrhoea and vomiting. This is to prevent the spread of infection. It is safe to have Microsuction with a possible or confirmed ear infection, as often the wax needs to be cleared for the infection.

4. Who provides the service?

You will be under the care of a team of highly qualified nurses with a certificate in microsuctioning. The team is led by Lead Nurse Kirsty Bottomley, and overseen by Dr Daniel Kimberling, Medical Director and Director of Clinical Service Delivery.

5. Appointment booking and cancellation: Please book your appointment via the Nimbuscare website, alternatively you can call the Acomb Garth Community Care Centre on 01904 943 690. For all appointments a minimum of 48 hours' notice is required if you are no longer able to attend. We will only reimburse the consultation fee where the Practitioner does not consider Microsuction is the right option and in exceptional circumstances.

6. Informed consent and risks: Microsuction can help to remove symptoms associated with excessive earwax. This can include some hearing loss or muffled hearing, earache or discomfort, tinnitus (ringing or buzzing in the ears), and dizziness or imbalance. As with all procedures, there are risks, however these are minimal. Some people may feel dizzy following the procedure as structures within the ear can affect balance. For this reason, we advise you to consider your travel arrangements prior to the procedure, as you should not drive while dizzy.

Consent is obtained upon booking – this allows the team to access your patient record - and again ahead of the procedure being undertaken. The procedure will be recorded within your clinical shared record which your GP will have sight of.

7. Payment and Fees: Our service at Acomb Garth (or other satellite GP surgery) is £50. This is for Microsuction of both ears. We are unable to offer a discount for people requesting or needing Microsuction in one ear only. You will be required to pay £20 consultation fee when booking your appointment. The remaining £30 will be paid on successful completion of the procedure or following a second attempt (if advised by the clinician). If after the consultation, our healthcare professional deems ear suctioning inappropriate, you will **not** be required to pay an additional £30 and the £20 already paid will cover your consultation fee. Payment is to be made via card. If booking our mobile service where otoscopy only is performed (a look in the ears) £30 will be applicable. If treatment is only carried out in one ear the cost will be £45. Where treatment is carried out in both ears the cost will be £70. Payment for home visits is to be made directly to the third-party healthcare provider.

8. Client Responsibilities: Please prepare for your appointment by using olive oil drops from your local pharmacy in the affected ear; 2-3 drops twice daily for the 7 days

preceding your procedure. Sodium bicarbonate 5% drops may be used as an alternative. This treatment is to soften the wax which will in turn help in providing successful

Microsuction. Be aware that if you do not use ear drops and Microsuction cannot be performed, you will still be charged for your appointment and you will not be entitled to a refund or an additional appointment free of charge. You will be required to book another appointment.

Occasionally it can take more than one attempt to suction the ear; if this is the case, the practitioner may advise you to continue with drops for another 7-14 days before a second attempt.

We would like to offer some general ear care advice; NEVER insert cotton buds into the ear canal as this could push wax further into the ear, or worse, perforate the ear drum. We would advise never to put anything smaller than your elbow into the ear.

If you continue with hearing loss, or other related symptoms such as tinnitus, following successful Microsuction, you should visit your general practitioner (GP) for review as it is likely that there will be other factors causing your symptoms.

After the ear suction, we may provide you with some aftercare instructions, such as avoiding excessive water exposure or using ear drops to maintain ear health.

9. **Provider's Responsibilities:** We adhere to strict safety and hygiene protocols to ensure your well-being. Our healthcare professionals are highly trained and experienced in providing Microsuction services and we prioritise patient safety and comfort throughout the entire process. This Service is performed by qualified healthcare practitioners.
10. **Privacy and Data Protection:** Please see our privacy notice [here](#) to understand how we may handle, store, and protect your data. Please note that in booking this appointment, you are giving consent for Nimbuscare to record and share information on your clinical record. This may be viewable by your GP. We may be required to share information back to your GP via letter, this will be discussed with you at your appointment.

Nimbuscare facilitates a mobile service, with your consent we will share your name, date of birth and contact information with a trusted third-party provider who can deliver home-based care. Please be assured that any information shared will be strictly necessary for the provision of the home-based care services, we take appropriate measures to protect your privacy and confidentiality. By agreeing to these Terms and Conditions, you acknowledge and consent to this data sharing arrangement. Please note that we may



receive a commission payment when referring users to these third-party providers. Your consent can be withdrawn at any time.

By accessing any Nimbuscare service, including our private services, you are consenting for Nimbuscare to contact you to offer appointments within our NHS services.

- 11. Liability and Disclaimer:** Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 12. Intellectual Property:** The service and its original content, features and functionality are and will remain the exclusive property of Nimbuscare Ltd.
- 13. Termination or Modification:** Nimbuscare reserves the right to terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. Your Payment Security

We may take payments over the phone, but your card details are never stored or written down. They're entered directly into our secure payment system, and we only receive confirmation of payment — never your full card information. We may also take payments in person via an approved payment card terminal and online via an approved method.

To meet Financial Conduct Authority (FCA) requirements, we do not record calls during the part where you provide your card details. Your information is always treated confidentially and will only be shared if required by law. Our payment provider is fully PCI DSS compliant, ensuring your card data is processed securely and disputes are handled properly. All phone payments are taken in a private, secure setting to protect your details at every step.

- 15. Governing Law:** These Terms shall be governed and construed in accordance with the laws of United Kingdom without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those



rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute

the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.

- 16. Changes:** We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Please get in touch if you require this document in large print or an alternative language.