



Ryminster
Healthcare



Summerfield
Healthcare

Blood Testing

Your agreement with us

TERMS AND CONDITIONS

1. "We" are Ryminster Healthcare Limited trading as Summerfield Healthcare, a company registered in England and Wales under company number 07844746 and with our registered office at Building 1, Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.
2. "You" are the customer who has accessed our services through our websites or called our telephone number and has placed an order for our service(s).
3. These terms and conditions along with our Privacy Policy (together, the "Terms") apply throughout our website and during any telephone call or written correspondence between you and us. If there is any conflict between these Terms and any terms or conditions found elsewhere on our website, or in any written or verbal communication between you and us, these Terms shall prevail.
4. Test results and comments or interpretation provided by us in relation to those results are for the purposes of information only.
5. This service is not a substitute for proper medical investigation and advice and we do not provide clinical or diagnostic services in relation to the tests. Our comments are based on information available to us at the time, which information may be insufficient to gain a complete understanding of your health or a particular condition you may be suffering from. If you have any concerns regarding your health or your test results you should discuss them directly with your GP or by calling 111.
6. Based on the results of your test(s) and/or other information you may require further investigation or both.
7. You agree that you are solely responsible for acting on such guidance and that Ryminster Healthcare Limited accepts no liability in the event you choose not to do so.

CONTACTING US

8. If you wish to contact us for any reason, including cancelling a contract or to make a complaint, you can contact us by telephoning our customer service team on 0333 9000 010 or by e-mailing us on enquiries@summerfieldhealthcare.co.uk



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9. If we need to contact you we will do so by e-mail, phone or occasionally by letter using the contact details you provide to us in your order. By providing us with your contact details you give us your consent to contact you about the service we provide and Products you have bought or enquired about. If necessary we may leave you a message.
10. We will send test results to you by email unless you expressly ask us to do so. It is your responsibility to ensure that your contact details are kept up-to-date.

Ryminster Healthcare Limited is not liable if personal or medical data transmitted via an email is received by an unauthorised third party, as both parties (Ryminster Healthcare Limited & the customer) agree that internet is an environment that cannot guarantee confidentiality.

OUR SERVICE

11. All samples include a prepaid envelope to be sent on to one of our laboratories. It is your responsibility to ensure the guidance of how to undertake the test correctly.
12. The test results and any accompanying interpretation will be sent to you by email unless you expressly ask us to do so.

A printed copy of the results can be ordered and posted for an additional charge during the process.

13. We may contact you by telephone regarding your sample and test results if necessary.
14. You must also provide us with certain personal information, including your name, address, gender and date of birth in order to purchase our service(s). Name and date of birth are standard means of identifying biological samples at our partner laboratories.
15. The tests sold by Ryminster Healthcare Limited are specialist pathology tests. You agree that you are solely responsible for selecting tests and that any tests you do purchase from Ryminster Healthcare Limited are suitable for you and their intended purpose. If in doubt please talk to your doctor, a qualified medical professional, your occupational health advisor, employer or person advising you to have the test.

MEDICAL QUESTIONNAIRE AND HOW WE USE YOUR PERSONAL INFORMATION

16. Except as set out below, any information that is collected from the medical questionnaire and/or the test results will be used solely in relation to the products you have purchased from us.



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By placing an order you give us your consent to pass any and all relevant information about you on to our partner clinics and laboratories and/or to our employees and agents for the purposes of preparing your sample and analysing and interpreting the results.

We may use your information for our own business analysis, product development and marketing purposes.

We will not sell or pass on your personal information to third parties to enable them to contact you directly or market their products or services to you.

17. We only use your personal information in accordance with our Privacy Policy.
18. As directed by the UK Government regarding 'the list of notifiable diseases' Ryminster Healthcare Limited and/or our partner laboratories have a statutory duty to notify the 'proper officer' at your local council or local health protection team of suspected cases of certain infectious diseases.

HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

19. Payment must be received in full in cleared funds prior to the delivery of the service or reporting of results.

Once payment is received, we will confirm our acceptance to you by sending you a confirmation email ("Acceptance Confirmation"). The contract between us will only be formed on the date we send you the Acceptance Confirmation (the "Contract").

20. If, for any reason, we are unable to perform a test you have ordered, we will inform you by email or by phone.
21. By purchasing a test and sending a sample to one of our laboratories you are giving Ryminster Healthcare Limited and its partner laboratories your informed consent to perform the tests you have ordered.
22. Any appointment must be cancelled with at least 24 hours notice. Appointments cancelled within 24 hours are NON-REFUNDABLE.

HOW TO PAY

23. You may pay for Products using a debit or credit card and this includes MasterCard, Visa, Visa Electron, Switch, Solo, Maestro or JCB.



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PRICE OF PRODUCTS

24. The price of the Products will be as quoted on our website at the time you submit your order.
25. You will pay an additional charge if you choose any extra tests or products or services other than those initially requested prior to completing your appointment.
26. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

SAMPLES AND TEST RESULTS

27. Any sample you provide (whether it is blood, tissue, bodily fluid, or other biological sample) to one of our laboratories for analysis will be analysed only in relation to the test or tests that you have ordered.
28. Ryminster Healthcare will not be responsible for any samples that the laboratory are unable to process due to errors in the method of collection or in following any of the instructions provided.
29. Further charges would apply if a retest is ordered.

CANCELLATIONS AND REFUNDS

30. If you would like to cancel your order please contact our customer care team on 0333 9000 010 between 9am and 5pm Monday – Friday.

You must have your customer and payment details to hand.

We will refund you on the credit card or debit card used by you to pay.

31. No refunds can be given if the appointment has been cancelled within 24 hours.

OUR LIABILITY

32. The service(s) you purchase from us are for private use only and you agree not to use the Products for any commercial purpose. We are not liable to you for any loss of profit, loss of business or revenue, business interruption or loss of business opportunity.
33. Our total liability to you resulting from a Contract is limited to the total value of that Contract - meaning the price you paid for the Products and any additional services. In



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particular we are not liable for any costs, loss, delay, inconvenience or damage you suffer as a result of:

1. The sample being lost, delayed or damaged in transit;
 2. The laboratory being unable to test your sample for any reason;
 3. Test results not being made available to you within the turnaround time stated for any product;
 4. Your failure to follow instructions provided to you in relation to sample collection or pre-sample preparation requirements.
 5. Your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test;
 6. Your failure to attend a pre-booked appointment;
 7. Loss or damage that is not foreseeable;
 8. Events outside our control as described below.
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1. If we fail to comply with the Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.
 - i. It is your responsibility to ensure that the relevant sample has been collected.
 - ii. We do not in any way exclude or limit our liability for:
 - iii. death or personal injury caused by our negligence;
 - iv. fraud or fraudulent misrepresentation;
 - v. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) as amended by the Consumer Rights Act 2015;
 - vi. any breach of the terms implied by section 9 to 11 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples); and
 - vii. defective products under the Consumer Protection Act 1987.

EVENTS OUTSIDE OUR CONTROL

34. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or event beyond our reasonable control (an "Event outside Our Control").
35. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
we will contact you as soon as reasonably possible to notify you; and
our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event outside Our Control.
36. You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel, please contact us. If you opt to cancel, we will refund in full the total price you have paid for the Contract.



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OUR RIGHT TO VARY THESE TERMS

37. We may amend the Terms from time to time.
38. Every time you order a service from us, the Terms in force at the time of placing your order will apply to the Contract between you and us.
39. If we have to revise the Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and what orders will be affected. We will let you know how to cancel the Contract if you are not happy with the changes.

OTHER IMPORTANT TERMS

40. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under the Terms.
41. This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
42. Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
43. If we fail to insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
44. Please note that the Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.