

Blood Testing

Your agreement with us

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. 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.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1. "**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 Charlesworth Court, Knights Way, Shrewsbury, SY1 3AB.

2.2. "**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).

2.3. How to contact us: If you wish to contact us for any reason you can telephone our customer service team on 0333 9000 010 or email us at: enquiries@summerfieldhealthcare.co.uk.

2.4. How we may contact you: 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.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

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

3.2. 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**").

3.3. If, for any reason, we are unable to perform a test you have ordered, we will inform you by email or by phone and reimburse any reasonable costs incurred by you directly relating to your ordering of the test.

3.4. 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.

4. OUR SERVICES

- 4.1. These Terms relate to arranging to take and then taking blood samples from you and sending them to our lab for testing, with the test result being communicated to you (“Services”).
- 4.2. Test results and comments or interpretation provided by us in relation to those results are for the purposes of information only.
- 4.3. 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.
- 4.4. Based on the results of your test(s) and/or other information you may require further investigation or both.
- 4.5. 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.
- 4.6. The test results and any accompanying interpretation will be sent 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.
- 4.7. A printed copy of the results can be ordered and posted for an additional charge during the process.
- 4.8. We may contact you by telephone regarding your sample and test results if necessary.
- 4.9. **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 and that you are solely responsible for getting professional medical advice on the test results. If in doubt please talk to your doctor, a qualified medical professional, your occupational health adviser, employer or person advising you to have the test. If you want us to advise either on the selection of the tests or on the test results, please book a medical appointment with us for that purpose.**
- 4.10. Children under the age of 16 must be accompanied by a parent or guardian. Anyone under the age of 18 must be accompanied by an adult.

5. PRICE AND PAYMENT

- 5.1. You may pay for Products using a debit or credit card and this includes MasterCard, Visa, American Express, or Discover & Diners.
- 5.2. The price of the Products will be as quoted on our website at the time you submit your order.

- 5.3. You will pay an additional charge if you choose any extra tests other than those initially requested prior to completing your appointment.
- 5.4. Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

6. SAMPLES AND TEST RESULTS

- 6.1. 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.
- 6.2. Ryminster Healthcare will not be responsible for any samples that the laboratory is unable to be processed due to errors in the method of collection or in following any of the instructions provided.
- 6.3. Ryminster Healthcare Limited shall ensure that it takes reasonable steps to provide you with your test results within 2 (two) working days from receipt of the sample to the laboratory.
- 6.4. Further charges would apply if a retest is ordered.

7. YOUR RIGHTS TO END THE CONTRACT AS A CONSUMER

Clause 7 applies if you order the Services as a consumer (i.e., you are acting wholly or mainly outside of your trade, business, craft or profession).

7.1. You may end the Contract:

- 7.1.1. if what you have bought is faulty or misdescribed you may have a legal right to end the Contract, or have the Services re-performed or get some or all of your money back. If you have any complaints with our Service see clause 8.3 for our complaints procedure;
- 7.1.2. by exercising your rights under the Consumer Contracts Regulations 2013 (“the Regulations”) to change your mind about the Services, see clause 7.3;
- 7.1.3. because of something we have done or are going to do, see clause 7.2; or
- 7.1.4. in all other cases where we are not at fault and you have not changed your mind, see clause 7.4

7.2. Ending the Contract because of something we have done or are going to do. The Contract will end immediately and we will refund you in full for any Services which have not been provided if you are ending the Contract for one of the following reasons:

- 7.2.1. we have told you about an upcoming change to the Services or these terms which you do not agree to;
- 7.2.2. we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- 7.2.3. there is a risk that supply of the Services may be significantly delayed because of Outside Our Control;

7.2.4. you have a legal right to end the Contract because of something we have done wrong.

You may also be entitled to compensation.

7.3. Exercising your right to change your mind under the Regulations.

7.3.1. Time Limit: You have 14 days after the day we contact you to confirm we accept your order to cancel your appointment. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided in full. Please note that if you book an appointment for a date within 14 days from the date that we accept your order, this will shorten your cancellation period.

7.3.2. When you do not have the right to change your mind: You do not have a right to change your mind in relation to the Services, once these have been completed, even if the cancellation period is still running.

7.3.3. You understand and accept that under the Regulations you have a 14 day cooling off period from the commencement of the Services during which you are able to cancel the contract. However you acknowledge that where we have supplied the Services during this 14 day cooling off period, your right to cancel the Contract is lost.

7.4. Ending the Contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the Contract before it is completed, but you may have to pay us compensation.

7.4.1. A contract for Services is completed when we have finished providing the Services and you have paid for them.

7.4.2. If you want to end a Contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The Contract will end immediately, and we will refund any sums paid by you for the Services not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the Contract.

8. REFUNDS

Subject to clause 7:

8.1. Ryminster Healthcare Limited cannot offer refunds for cancellations made fewer than 2 (two) working days prior to your appointment.

8.2. If you fail to attend your appointment or are late for your appointment then the cost is non-refundable.

8.3. Any discrepancy for a refund or complaint from a service provided by Ryminster Healthcare Limited will be dealt with under our complaints policy. Please put your complaint in writing to complaints@summerfieldhealthcare.co.uk.

9. OUR RIGHTS TO END THE CONTRACT

- 9.1. We may end the Contract at any time if you break it. We may end the Contract at any time by writing to you if:
 - 9.1.1. you do not make any payment to us when it is due (including, without limitation, failing to pay the excess by the due date);
 - 9.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or
 - 9.1.3. you or anyone accompanying you is behaving or has behaved in a threatening or abusive manner to our employees, agents or any third-parties connected to the provision of the Services.
- 9.2. If we end the Contract in the situations set out in clause 9.1, we will refund any money you have paid in advance for the Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking of the Contract.
- 9.3. Termination of this Contract is without prejudice to accrued rights and remedies.
- 9.4. Any clause that expressly or by implication is intended to apply for the period after termination of this Contract will continue to apply after such termination.
- 9.5. At termination:
 - 9.5.1. all appointments, licences, and authorities (express or implied) under the Contract will permanently cease for the period after the termination;
 - 9.5.2. each party will promptly return all items (to include, but not limited to, hard copies of Confidential Information) belonging to the other party; and
 - 9.5.3. each party will delete all digital forms of Confidential Information.

10. OUR LIABILITY

- 10.1. 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.
- 10.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for:
 - 10.2.1. death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation;
 - 10.2.2. 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;
 - 10.2.3. 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

- 10.2.4.** defective products under the Consumer Protection Act 1987.
- 10.3.** 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 particular we are not liable for any costs, loss, delay, inconvenience or damage you suffer as a result of:
- 10.3.1.** The sample being lost, delayed, or damaged in transit;
 - 10.3.2.** The laboratory being unable to test your sample for any reason;
 - 10.3.3.** Test results not being made available to you within the turnaround time stated;
 - 10.3.4.** Your failure to follow instructions provided to you in relation to sample collection or pre-sample preparation requirements;
 - 10.3.5.** Your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test;
 - 10.3.6.** Your failure to attend a pre-booked appointment;
 - 10.3.7.** Loss or damage that is not foreseeable; or
 - 10.3.8.** Events Outside Our Control as described below.
- 10.4.** 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.
- 10.5.** It is your responsibility to ensure that the relevant sample has been collected.
- 10.6.** We will not be liable 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**").
- 10.7.** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
- 10.7.1.** we will contact you as soon as reasonably possible to notify you; and
 - 10.7.2.** 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.
- 10.8.** 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.
- 10.9.** Nothing in this contract shall operate or be interpreted to exclude or limit your mandatory statutory rights as a consumer (if you order the Services as a consumer).

11. MEDICAL QUESTIONNAIRE AND HOW WE USE YOUR PERSONAL INFORMATION

- 11.1.** You must 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.

- 11.2. 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.
- 11.3. We may use your information for our own business analysis, product development and marketing purposes.
- 11.4. 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.
- 11.5. 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.
- 11.6. We only use your personal information in accordance with our Privacy Policy.
- 11.7. 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.

12. OUR RIGHT TO VARY THESE TERMS

- 12.1. We may amend the Terms from time to time.
- 12.2. 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.
- 12.3. 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.

13. OTHER IMPORTANT TERMS

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.

13.5. 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.