

Bupa online booking. Health Assessment Terms and Conditions.



Introduction

1. These are the terms and conditions on which we supply Bupa health assessment services, remote health assessment and/or COVID-19 antibody testing services to you including using any telephone, video conferencing or webchat technology ("Services").
2. Please read these terms carefully before you complete the information form and/or make payment. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. We are Bupa Occupational Health Limited ("Bupa", "we", "our") a company registered in England and Wales. Our company registration number is 00631336 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ. Our VAT registration number is: 239 7316 41.
4. You can contact us by telephoning 0345 604 0612 or by writing to us at customerrelations@bupa.com or Bupa Health Clinics Customer Services, 4th Floor, Bupa Place, 102 The Quays, Salford Quays, M50 3SP. If you have a technical issue please contact us by telephoning 0345 266 9790.
5. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
6. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
7. These terms set out the full details and constitute the entirety of your agreement with Bupa for the Services. Upon payment to Bupa for the Services or the commencement of the supply of the Services (whichever happens sooner) you will be deemed to have accepted these terms. If you do not agree to these terms you should not use the Services.
8. We may change these terms at any time without providing you with prior or express notice of any such change. You should check these terms from time to time for any changes. By continuing to use the Services you agree to any and all changes made to these terms.
9. The Services are provided as-is, as set out on the Bupa web pages, Bupa marketing communications or as described in our telephone call with you. Following your health assessment, as part of our service package, we will provide you with intelligent next step recommendations by email.
10. We may change the Services at any time without giving you prior or express notice of any change.
11. The Services are only available to individuals who are located in the UK aged 18 years or over.
12. You agree not to breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the Services or have been communicated to you by us or breach any laws or regulations.
13. We may need certain information from you so that we can supply the Services to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
14. We may have to suspend the supply of all or part of the Services to: (a) deal with technical problems or make minor technical changes; or (b) update the Services to reflect changes in relevant laws and regulatory requirements.
15. We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

Payment

16. The price of the product (which includes VAT) will be the price indicated in our marketing information, on our website or discussed with you when you purchased the Services in our clinic or over the phone or by email. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see Clause 17 for what happens if we discover an error in the price of the Services you order.
17. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

The services

9. The Services are provided as-is, as set out on the Bupa web pages, Bupa marketing communications or as described in our telephone call with you. Following your health assessment, as part of our service package, we will provide you with intelligent next step

18. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mis-pricing, we may end the contract and refund you any sums you have paid.
19. Payment will be taken following your appointment or in accordance with our cancellation policy (for further detail please see below).
20. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay us interest together with any overdue amount.
21. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
22. The fee constitutes the full cost of the Services and you will not be required to pay any additional sum to Bupa unless:
- 22.1 Your treatment lasts longer than the booking made and paid for the Service;
- 22.2 You receive any different or additional treatment;
- 22.3 You purchase any equipment, aides or other additional items including any blood tests;
- 22.4 You receive a private prescription; and/or
- 22.5 The scope of the booking is otherwise exceeded.
- 26.3 and within 24 hours of the appointment, you will be charged the full cost of the appointment.
27. Refunds will only be paid to the cardholder or person who made the original payment and will be made through the same means as payment was made.
28. If you attend a booking and are unable to receive the Services because you are not in an appropriate physical condition or the treatment is not appropriate for your condition or you do not have the correct technology or equipment to access the Services you will not be entitled to a refund. It is your responsibility to confirm that the treatment you book is appropriate for you and your condition and that (where applicable) you have the correct technology or equipment.
29. If you cancel the appointment or this agreement where you have a legal right to do so, because we have done something wrong, we will refund you in full for any fees that you have paid for Services not provided.
30. Where we are unable to deliver the Services at the time and date you have booked we will contact you directly to reschedule your appointment as soon as possible in advance of your booking.
31. Where you are not able to agree a convenient time and date to reschedule your booking, your booking for those Services will be cancelled and you will receive a full refund of the fees for the Services.
32. We may end the contract for the Services at any time by writing to you if:
- (a) you breach any of the terms of this agreement; or
- (b) 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.
33. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 31 we will refund any money you have paid in advance for products 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 the contract.
34. We may withdraw all or part of the Services. We may write to you to let you know that we are going to stop providing all or part of the Services. We will use reasonable endeavours to let you know at least 5 days in advance of our stopping the supply of all or part of the Services and will refund any sums you have paid in advance for Services which will not be provided.

Cancellation and Refunds

23. Should you wish to rearrange or cancel a booking you should call the booking team on 0345 604 0612
24. Under applicable law when you (as a consumer) purchase the Services online or over the phone, you have a 'cooling off period' of 14 days from when you make a booking in which you are entitled to cancel and receive a full refund of the treatment fee in respect of services not received.
25. Where the appointment you book means that you will receive the Services within your cooling off period you acknowledge and agree that you will not be able to benefit from the full 14 day cooling off period.
26. In addition to your statutory rights, you are entitled to cancel a booked appointment. If you cancel:
- 26.1 any time up to 5 days before the appointment you will not be charged;
- 26.2 within 5 days and 24 hours before the appointment, you will be charged a fee of £75;

Complaints

35. If you are unhappy with any Services you have received you should contact customerrelations@bupa.com.
36. You can also request a full copy of our complaints procedure.

Use of the Service

37. Please be aware that any information that you provide in the Bupa Be.Me App will only be reviewed at the time of your health assessment (if applicable) and to give you a statistical view of your health. If you feel that you may have a potentially urgent or serious physical or mental health issue which is new or deteriorating, then please do not wait – please seek medical advice straight away. Please note that the Services cannot detect all medical problems. If you develop any new health concerns or symptoms, or a pre-existing medical issue becomes worse, then you should seek further medical advice. The Services are not intended to replace medical advice and nothing in the Bupa Be.Me app should be treated as a medical diagnosis or treatment. You should not disregard the advice of healthcare professionals you have seen in person in favour of the information contained in the Bupa Be.Me app or website portal. In particular, you should never stop taking any medications or receiving surgical or medical services or diagnostic tests prescribed or recommended to you by a doctor based solely on the information contained in the Bupa Be.Me app or the website portal.
38. We may update, change, temporarily suspend or withdraw (with a suitable replacement put in place) the Bupa Be.Me App and associated services/functionality (including the Online Mental Wellbeing programme) from time to time without notice to you.
39. You acknowledge that the content from the Services available to you is protected by legal rights and interests including copyright and intellectual property rights owned by us, our partners and/or the sponsors who provide the content (or other people or companies on their behalf). We do not grant you permission to share any of the content unless explicitly indicated. You may not copy, modify, duplicate, create derivative work from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Services in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or part of the Services. Where applicable, you shall keep a secure and confidential password for your use of the Services. You shall use reasonable endeavours to prevent unauthorised access to all or any part of the Services and in the event that you become aware of any unauthorised access or use you shall notify us as soon as reasonably practicable and provide reasonable assistance to investigate and resolve such unauthorised access.
40. You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the Services, the use of the Services or access to the Services for any commercial purposes.
41. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.
42. Unless you have been authorised in writing by us, you agree not to use any trademarks, trade names or logos of any company or organisation through the Services in a way that is intended to cause confusion about such marks, names or logos.
43. For any software, we grant you a personal, non-transferable right and license to use the code of its software on one computer. You cannot and you cannot allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless you have been given written permission by us.
44. This license is allowed solely for allowing you to use and enjoy the Services as allowed by this agreement. Unless we have given you specific written permission, you cannot assign your rights to use the software, grant a security interest over the software or transfer any part of your rights to use the software. You agree not to modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the Services. You agree not to access the Services through other means except through the interface provided by us. Any rights that are not granted here are reserved.
45. You may not use the Services:
- 45.1 for any unlawful purpose;
 - 45.2 to interfere with any other person's use or enjoyment of the Services;
 - 45.3 to attempt to clinically diagnose yourself;
 - 45.4 to prescribe treatments to others;
 - 45.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - 45.6 as a source of material or contact data for any kind of marketing activity;
 - 45.7 to tamper with, update or change any part of the Services;
 - 45.8 in a way that affects how it is run;
 - 45.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by us; or
 - 45.10 using any automated means to monitor or copy the Services or its content, or to interfere with or attempt to interfere with how the Services works.
46. The Services may provide links to third party content or websites. Such links are provided for your information only and Bupa is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third party content or websites or that such information is up to date. We have no control over the contents of this content or those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The inclusion of a link to third party content or a third party website should not be taken in itself to mean endorsement by Bupa of the content, website, the site owner, or any specific content to which it points. Bupa also cannot guarantee that any third party content, website or any service on that website will remain available.
- Please also be aware that when you leave our website, other websites may have different privacy policies and terms which are beyond our control and of which you should make yourself aware.

47. Where we provide you with third party tools to access the Services or communicate with us such as (without limitation) telephone, video conferencing or webchat technology (“Tools”) the following terms shall apply:
- To the extent permitted by law, the Tools are provided “as is” and we give no representation, assurance or warranty regarding the quality, use, availability, content, security, non-infringement or reliability of the Tools. We expressly exclude any warranties of this kind whether express or implied or statutory;
 - You are responsible for ensuring they have an internet connection and devices suitable, up to date and compatible in order to use the Tools.
 - Your use of the Tools is at your own risk.
 - You must only use the Tools in connection with the receipt of the Services. You must not (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Tools; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another’s privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the Tools or systems used to provide the Tools, or other equipment or networks connected to the Tools; (e) circumvent or disclose the user authentication or security of the Tools or any host, network, or account related thereto; (f) store or transmit “SPAM” (defined as unsolicited commercial email or “Malicious Code” (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs); (g) interfere with or disrupt the integrity or performance of the Tools or third-party data contained therein, and/or (h) attempt to gain unauthorised access to the Tools or their related systems or networks; (i) impersonate another person; or (j) make any use of the Tools that violates any applicable law or regulation.
 - We shall be entitled to suspend or withdraw access to the Tools immediately at any time.
 - We reserve the right to vary the Tools at any time.
48. You acknowledge and agree that computer, internet and telecommunications suffer interruptions and are not fault free and we do not make any representation or warranty in relation to such systems or technology. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the Services.
49. Subject to clause 52, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
50. 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 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
51. We are not liable for business losses. We only supply the Services for private, individual use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
52. Please note the Services do not include or provide for the following: referrals into NHS services, NHS prescriptions, prescribe certain controlled drugs, provide all diagnostic tests, fit notes for statutory sick pay, medical examinations and reports which require access to full medical records, antenatal or maternity care or drug and alcohol rehabilitation services.
53. Subject to clause 49, we shall not be liable to you for any damages, costs or losses in excess of the cost of the Services paid by you to us.
54. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
55. Subject to clause 53, although we will use reasonable endeavours to prevent intentional misuse of the Services and the dissemination of harmful programs via the Services, we will not be liable for any loss or damage caused by any intentional misuse of the Services or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services.
56. Subject to clause 49, we shall not be responsible or liable for any loss or harm suffered by you travelling to or attending premises to receive the Services.
57. Please note that the COVID-19 antibody testing services do not provide proof of immunity to getting another infection.

Limitations of Liability

Change of Details

58. You should ensure that your name, address and other contact details provided to Bupa are accurate and up to date. Please notify us of any changes as soon as reasonably practicable.

Privacy

59. We recognise that when you give us personal information (which includes health information) you're trusting us to take good care of it. Please see bupa.co.uk/privacy for more information about how we collect, use and protect your data. If you don't want to receive marketing about Bupa products and services that we think are relevant to you, please email us at optmeout@bupa.com, write to us at Bupa UK, Privacy Team, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ, or call our customer service team.
60. Where you receive COVID-19 antibody testing services from us, you acknowledge that we may be required to share your personal information with public bodies or other governmental organisations, such as Public Health England, for COVID-19 purposes (for example: the purposes of research, protecting public health and monitoring and managing the COVID-19 outbreak and incidents of exposure). You further acknowledge that this information may be used as part of the NHS test and trace service. If you do not wish for your information to be collected and shared in this manner, please do not proceed with your test.

Other

61. We may use sub-contractors to provide all or part of the Services. References to "Bupa", "we" or "us" in these terms shall include our sub-contractors.
62. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
63. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
64. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
65. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

66. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We will only conclude this contract in the English language.

Remote Health Assessment services. Terms and conditions.



Introduction

1. These are the terms and conditions on which we supply Be.Healthy at Home and Be.Healthy at Home Plus remote health assessment services to you including using any telephone, video conferencing or webchat technology, and provision of the blood test kit, measuring tape and blood pressure monitoring device (the “products”) (together “Services”).
2. Please read these terms carefully before you make payment. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. We are Bupa Occupational Health Limited (“Bupa”, “we”, “our”) a company registered in England and Wales. Our company registration number is 00631336 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ. Our VAT registration number is: 239 7316 41.
4. Bupa provides the Services by working alongside STY.com LTD, registered in England, company no. 04094597 and whose registered address is at Richmond Court, Morton Road, Darlington, County Durham, DL1 4PT (“STY”) and The Doctors Laboratory Limited (“TDL”), registered in England, company no 02201998 and whose registered address is at The Halo Building, 1 Mabledon Place, London, WC1H 9AX. STY is the distributor and provider of the Be.Healthy at Home/Be.Healthy at Home Plus kit. TDL is the provider of the blood test kit contained within. The blood testing is carried out by TDL. Bupa, acting in its sole discretion, may appoint another distributor and provider of the products or replace STY and/or TDL from time to time.
5. You can contact us by telephoning 0345 604 0612 or by writing to us at customerrelations@bupa.com or Bupa Health Clinics Customer Services, 4th Floor, Bupa Place, 102 The Quays, Salford Quays, M50 3SP. If you have a technical issue please contact us by telephoning 0345 266 9790.
6. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.
7. “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.
8. These terms set out the full details and constitute the entirety of your agreement with Bupa for the Services. Upon payment to Bupa for the Services or the commencement of the supply of the Services (whichever happens sooner) you will be deemed to have accepted these terms. If you do not agree to these terms you should not use the Services.
9. We may change these terms at any time without providing you with prior or express notice of any such change. You should check these terms from time to time for any changes. By continuing to use the Services you agree to any and all changes made to these terms.

The Services

10. The Services are provided as-is, as set out on the Bupa web pages, Bupa marketing communications or as described in our telephone call with you. Following your health assessment, as part of our service package, we will provide you with intelligent next step recommendations by email.
11. We may change the Services at any time without giving you prior or express notice of any change.
12. The Services are only available to individuals who are located in the UK and aged 18 years or over. The Be.Healthy at Home Services are not suitable for use if you are pregnant (Be.Healthy at Home Plus can be used). You must comply with any instructions or information provided as part of the products.
13. You agree not to breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the Services or have been communicated to you by us or breach any laws or regulations.
14. We may need certain information from you so that we can supply the Services to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
15. We may have to suspend the supply of all or part of the Services to: (a) deal with technical problems or make minor technical changes; or (b) update the Services to reflect changes in relevant laws and regulatory requirements, or otherwise to enable us to comply with

applicable laws, standards or requirements; or (c) where this is reasonably required, for example (without limitation) due to the prioritisation of testing for front line workers.

16. We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

Products

17. We may change the products at any time without giving you prior or express notice of any change. If we are unable to accept your order, we will inform you of this in writing and we will not charge you or we will refund you (as applicable) for the products. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
18. Once you have completed the blood test sample please return the blood test kit using the prepaid envelope provided. You should do this immediately in order to avoid any breakdown in quality of the sample and in any event by no later than 5 (five) days prior to your appointment to ensure results are available on the day of your appointment.
19. You guarantee that you will not use the products for any unlawful or prohibited purposes. You guarantee that you will not use the products in a way that could damage or impair the products or interfere with someone else's use of the products. You cannot try to obtain information through any ways that are not made available explicitly through the use of the products.
20. Additionally, you agree not to use the products to:
- impersonate another person or misrepresent your affiliation with someone else;
 - harm minors in any way;
 - use software, devices or services to interact with the products or our servers unless explicitly permitted by us;
 - override, or attempt to override, security components in our web services or
 - interfere or disrupt the products, networks, or users that are connected to the products, or disobey any requirements, policies, or regulations of networks that are connected to the products.
21. You agree not to:
- breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the product or have been communicated to you by us; or
 - breach any laws or regulations.

22. You guarantee that the sample you provide is coming from yourself; and if you are agreeing to these Terms on behalf of someone else from whom you have legal authorization, you guarantee that the sample provided belongs to that person and you have legal authority to act on that person's behalf.
23. You guarantee that you do not represent an insurance company or another commercial entity and are not trying to obtain information about an insured person or an employee.

Payment and delivery

24. The price of the Services (which includes VAT) will be the price indicated in our marketing information, on our website or discussed with you when you purchased the Services in our clinic or over the phone or by email. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see Clause 25 for what happens if we discover an error in the price of the Services you order.
25. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
26. It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Services correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
27. We will deliver the products to you as soon as reasonably possible and in any event within 72 (seventy-two) hours from the day on which we confirm your appointment. We will use reasonable endeavours to email your test results to you via the email address provided at registration within 48 hours of your scheduled appointment. We will discuss your results with you at your appointment.
28. Where booking online, payment will be taken at the point of booking. Where you book over the telephone, payment will be taken following your appointment or in accordance with our cancellation policy (for further detail please see below).
29. The products will be your responsibility from the time we deliver the products to the address you gave us.

30. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
31. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
32. The fee constitutes the full cost of the Services and you will not be required to pay any additional sum to Bupa unless:
- 32.1 Your treatment lasts longer than the booking made and paid for the Service;
- 32.2 You receive any different or additional treatment;
- 32.3 You purchase any equipment, aides or other additional items including any blood tests;
- 32.4 You receive a private prescription; and/or.
- 32.5 The scope of the booking is otherwise exceeded.

Cancellation and Refunds

33. Should you wish to rearrange or cancel a booking you should call us on 0345 850 1068.
34. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Under applicable law when you (as a consumer) purchase the Services online or over the phone, you have a 'cooling off period' of 14 days from when you make a booking in which you are entitled to cancel and receive a full refund of the treatment fee in respect of services not received (the "14 day cooling-off period"). You can do this by telephoning 0345 850 1068.
35. Where the appointment you book means that you will receive the Services within your cooling off period you acknowledge and agree that you will not be able to benefit from the full 14 day cooling-off period.
36. You do not have the right to change your mind in respect of the products once the security seal on the box has been broken or tampered with, as these have been sealed for health protection and hygiene purposes.
37. If you are exercising your right to change your mind we may reduce your refund of the price as described in clause 37 below to reflect any reduction in the value of the products and/or Services if this has been caused by your handling them in a way which would not be permitted in a shop or because the products are not suitable for resale for hygiene, contamination risk or health protection reasons in accordance with clause 35 above.
38. In addition to your statutory rights, when you book the Services you are entitled to cancel a booked appointment. The following table sets out when you will be entitled to a refund and/or if any charges apply to your cancellation, depending on when you cancel:

- 38.1 if you cancel anytime up to 72 hours before your appointment (whether or not you cancel during the 14 day cooling-off period):

Products returned (seal unbroken)	Full refund
Products returned (seal broken)	Full refund less £60 charge for products
Products not returned	Full refund less £60 charge for products

- 38.2 if you cancel within 72 hours and 24 hours of your appointment:

Products returned (seal unbroken)	Full refund less £75 charge for products/late cancellation admin fee
Products returned (seal broken)	Full refund less £135 charge for products/late cancellation admin fee
Products not returned	Full refund less £135 charge for products/late cancellation admin fee

- 38.3 if you cancel within 24 hours of your appointment, you will not receive any refund.

39. When we will pay the costs of return. We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
40. Refunds will only be paid to the cardholder or person who made the original payment and will be made through the same means as payment was made
41. If you attend a booking and are unable to receive the Services because you are not in an appropriate physical condition or the treatment is not appropriate for your condition or you do not have the correct technology or equipment to access the Services you will not be entitled to a refund. It is your responsibility to confirm that the treatment you book is appropriate for you and your condition and that (where applicable) you have the correct technology or equipment.
42. If you cancel the appointment or this agreement where you have a legal right to do so, because we have done something wrong, we will refund you in full for any fees that you have paid for Services not provided.
43. Where we are unable to deliver the Services at the time and date you have booked we will contact you directly to reschedule your appointment as soon as possible in advance of your booking.

44. Where you are not able to agree a convenient time and date to reschedule your booking following our cancellation under clause 42, your booking for those Services will be cancelled and you will receive a full refund of the fees for the Services.
45. We may end the contract for the Services at any time by writing to you if:
- (a) you breach any of the terms of this agreement; or
 - (b) 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.
46. You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 44 we will refund any money you have paid in advance for products 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 the contract.
47. We may withdraw all or part of the Services (including the products). We may write to you to let you know that we are going to stop providing all or part of the Services. We will use reasonable endeavours to let you know at least 5 days in advance of our stopping the supply of all or part of the Services and will refund any sums you have paid in advance for Services which will not be provided.
48. If you wish to exercise your legal rights to reject products under clause 50 below, you must arrange for them to be delivered back to us. We will pay the costs of return in these circumstances. Please call customer services on 0345 850 1068.

Complaints

49. If you are unhappy with any Services you have received you should contact **behealthyathome@bupa.com**
50. You can also request a full copy of our complaints procedure.
51. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the details below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.
- Summary of your key legal rights**
- This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- If your product is goods, for example the test kit, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

If your product is services, for example the supply of the test results, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

Use of the Service

52. Please be aware that any information that you provide in the Bupa Be.Me App will only be reviewed at the time of your remote health assessment (if applicable) and to give you a statistical view of your health. If you feel that you may have a potentially urgent or serious physical or mental health issue which is new or deteriorating, then please do not wait – please seek medical advice straight away. Please note that the Services cannot detect all medical problems. If you develop any new health concerns or symptoms, or a pre-existing medical issue becomes worse, then you should seek further medical advice. The Services are not intended to replace medical advice and nothing in the Bupa Be.Me app should be treated as a medical diagnosis or treatment. You should not disregard the advice of healthcare professionals you have seen in person in favour of the information contained in the Bupa Be.Me app or website portal. In particular, you should never stop taking any medications or receiving surgical or medical services or diagnostic tests prescribed or recommended to you by a doctor based solely on the information contained in the Bupa Be.Me app or the website portal.
53. We may update, change, temporarily suspend or withdraw (with a suitable replacement put in place) the Bupa Be.Me App and associated services/functionality (including the Online Mental Wellbeing programme) from time to time without notice to you.
54. You acknowledge that the content from the Services (including for the avoidance of doubt, the Products) available to you is protected by legal rights and interests including copyright and intellectual property rights owned by us, our partners and/or the sponsors who provide the content (or other people or companies on their behalf). We do not grant you permission to share any of the content unless explicitly indicated. You may not copy, modify, duplicate, create derivative work from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Services in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or part of the Services. Where applicable, you shall keep a secure and confidential password

for your use of the Services. You shall use reasonable endeavours to prevent unauthorised access to all or any part of the Services and in the event that you become aware of any unauthorised access or use you shall notify us as soon as reasonably practicable and provide reasonable assistance to investigate and resolve such unauthorised access.

55. You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the Services, the use of the Services or access to the Services for any commercial purposes.
56. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.
57. Unless you have been authorised in writing by us, you agree not to use any trademarks, trade names or logos of any company or organisation through the Services in a way that is intended to cause confusion about such marks, names or logos.
58. For any software, we grant you a personal, non-transferable right and license to use the code of its software on one computer. You cannot and you cannot allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless you have been given written permission by us.
59. This license is allowed solely for allowing you to use and enjoy the Services as allowed by this agreement. Unless we have given you specific written permission, you cannot assign your rights to use the Services, grant a security interest over the Services or transfer any part of your rights to use the Services. You agree not to modify the Services (including for the avoidance of doubt, the Products) in any way or form or use modified versions of the Services, including for obtaining prohibited access to the Services. You agree not to access the Services through other means except through the interface provided by us. Any rights that are not granted here are reserved.
60. You may not use the Services:
- 60.1 for any unlawful purpose;
 - 60.2 to interfere with any other person's use or enjoyment of the Services;
 - 60.3 to attempt to clinically diagnose yourself;
 - 60.4 to prescribe treatments to others;
 - 60.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - 60.6 as a source of material or contact data for any kind of marketing activity;
 - 60.7 to tamper with, update or change any part of the Services;
 - 60.8 in a way that affects how it is run;

- 60.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by us; or
- 60.10 using any automated means to monitor or copy the Services or its content, or to interfere with or attempt to interfere with how the Services works.

61. The Services may provide links to third party content or websites. Such links are provided for your information only and Bupa is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third party content or websites or that such information is up to date. We have no control over the contents of this content or those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The inclusion of a link to third party content or a third party website should not be taken in itself to mean endorsement by Bupa of the content, website, the site owner, or any specific content to which it points. Bupa also cannot guarantee that any third party content, website or any service on that website will remain available.

Please also be aware that when you leave our website, other websites may have different privacy policies and terms which are beyond our control and of which you should make yourself aware.

62. Where we provide you with third party tools to access the Services or communicate with us such as (without limitation) telephone, video conferencing or webchat technology ("Tools") the following terms shall apply:

- To the extent permitted by law, the Tools are provided "as is" and we give no representation, assurance or warranty regarding the quality, use, availability, content, security, non-infringement or reliability of the Tools. We expressly exclude any warranties of this kind whether express or implied or statutory;
- You are responsible for ensuring they have an internet connection and devices suitable, up to date and compatible in order to use the Tools.
- Your use of the Tools is at your own risk.
- You must only use the Tools in connection with the receipt of the Services. You must not (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Tools; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the Tools or systems used to provide the Tools, or other equipment or networks connected to the Tools; (e) circumvent or disclose the user

authentication or security of the Tools or any host, network, or account related thereto; (f) store or transmit "SPAM" (defined as unsolicited commercial email or "Malicious Code" (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs); (g) interfere with or disrupt the integrity or performance of the Tools or third-party data contained therein, and/or (h) attempt to gain unauthorized access to the Tools or their related systems or networks; (i) impersonate another person; or (j) make any use of the Tools that violates any applicable law or regulation.

- We shall be entitled to suspend or withdraw access to the Tools immediately at any time.
- We reserve the right to vary the Tools at any time.

Limitations of Liability

63. You acknowledge and agree that computer, internet and telecommunications suffer interruptions and are not fault free and we do not make any representation or warranty in relation to such systems or technology. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the Services.
64. Subject to clause 67, we are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
65. 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 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
66. We are not liable for business losses. We only supply the Services for private, individual use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
67. Please note the Services do not include or provide for the following: referrals into NHS services, NHS prescriptions, prescribe certain controlled drugs, provide all diagnostic tests, fit notes for statutory sick pay, medical examinations and reports which require access to full medical records, antenatal or maternity care or drug and alcohol rehabilitation services.

68. Subject to clause 64, we shall not be liable to you for any damages, costs or losses in excess of the cost of the Services paid by you to us.
69. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
70. Subject to clause 68, although we will use reasonable endeavours to prevent intentional misuse of the Services and the dissemination of harmful programs via the Services, we will not be liable for any loss or damage caused by any intentional misuse of the Services or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services.
71. Subject to clause 64, we shall not be responsible or liable for any loss or harm suffered by you travelling to or attending premises to receive the Services.

Change of Details

72. You should ensure that your name, address and other contact details provided to Bupa are accurate and up to date. Please notify us of any changes as soon as reasonably practicable.

Privacy

73. We recognise that when you give us personal information (which includes health information) you're trusting us to take good care of it. Please see www.bupa.co.uk/privacy for more information about how we collect, use and protect your data. If you **don't** want to receive marketing about Bupa products and services that we think are relevant to you, please email us at optmeout@bupa.com, write to us at Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ, TW18 3DZ, or call our customer service team.
- TDL to provides all or part of the testing Services. Please see <https://www.tdlpathology.com/about-us/corporate-information/tdl-group-privacy-notice/> for more information about how your data is processed by TDL.

Other

74. We may use sub-contractors to provide all or part of the Services. References to "Bupa", "we" or "us" in these terms shall include our sub-contractors.
75. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

76. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
77. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
78. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
79. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We will only conclude this contract in the English language.

Terms and conditions

Introduction

1. These are the terms and conditions on which we will supply to you pharmacogenomics (PGx) testing kits, genetic screening and associated services which are part of Bupa's Medication Check powered by My Genomic Health (together the "Services").
2. Please read these terms carefully before you place an order for the Services. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
3. These terms set out the full details and constitute the entirety of your agreement with Bupa for the Services. Upon the commencement of the supply of the Services you will be deemed to have accepted these terms. If you do not agree to these terms, you should not place an order for the Services.
4. By continuing to use the Services you agree to any and all changes made to these terms. We may change these terms by providing you with reasonable advance notice, but you will be entitled to terminate this agreement if you do not agree with the changes we will be making by giving us written notice before the changes are due to take effect.

Information about us and how to contact us

5. We are Bupa Occupational Health Limited ("Bupa", "we", "our") a company registered in England and Wales. Our company registration number is 00631336 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ. Our VAT registration number is: 239 7316 41.
6. You can contact us by emailing **MedicationCheck@bupa.com** or telephoning **0345 266 0024**. Opening times are Monday to Friday, 8am to 6pm. We may record or monitor our calls.
7. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
8. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.
9. We work with others to deliver the Services to you. These may include the following partner organisations:
 - Eurofins Clinical Genetics UK Ltd and Eurofins Clinical Diagnostics UK Limited, 154 Business Park, Valiant Way, Wolverhampton, United Kingdom, WV9 5GB will supply the testing kits and carry out the DNA sequencing on Bupa's behalf.
 - PGxperts GmbH, Bahnhofplatz 11, 90762 Fürth, Germany will provide support in producing the clinical summary report based of the DNA sequencing results.
 - Real Diagnostics Inc for mailing of test kits.
10. You can find everything you need to know about Bupa and the Services provided as part of My Genomic Health: Medication Check on our website or from our sales staff before you order. We will also confirm the key information to you in writing by email after you order.

Our contract with you

Your order

11. Our acceptance of your order will take place when we confirm acceptance over the telephone or email you to accept it, at which point a contract will come into existence between you and us.
12. Sometimes we reject orders, for example, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because there are issues with your eligibility for the Services. When this happens, we let you know as soon as possible and refund any sums you have paid.
13. If our supply of the Services is delayed by an event outside our control, such as supply or service delivery issues with our partner organisations, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team at **MedicationCheck@bupa.com** to end the contract and receive a refund for any Services you have paid for in advance but not received.

14. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
15. We only sell to the UK. Our website is solely for the promotion of the Services in the UK. We only accept orders from UK residents aged 18 years or over and we only deliver to addresses in the UK.

The services

16. The Services are provided as-is, as set out on the Medication Check powered by My Genomic Health webpage, Bupa marketing communications or as described in our telephone call with you.
17. You must have internet access and an email address to make full use of the Services.
18. The Services will include:
 - 18.1 the delivery of a home saliva sample testing kit, for you to administer yourself;
 - 18.2 pharmacogenomic DNA sequencing of your saliva sample, once received from you using the pre-paid returns label and box;
 - 18.3 the production of a pharmacogenomic report based on your genetic profile; and
 - 18.4 one optional 30-minute virtual GP appointment to discuss your results. If you wish to attend an appointment, you must do so within three months of receiving your report. When you book your appointment, you are entitled to cancel it anytime up to 24 hours before the appointment. If you cancel within 24 hours of the appointment, you will be charged for another 30-minute virtual GP appointment to discuss your results. The cost of this will be £99 (subject to change based on GP pricing).
19. The Services will **not** include:
 - 19.1 any genomics services other than the pharmacogenomic sequencing or analysis. If you are interested in other genomic services provided by Bupa, details can be found on our website;
 - 19.2 re-testing of your sample/DNA as new insights into genetics become available;
 - 19.3 any genomic testing, reporting or other services for any of your relatives or dependents, unless they place a separate order for the Services;
 - 19.4 the arrangement or funding of any further genetic analysis, diagnostics, health services or treatments other than those set out at clause 18 above.
20. We cannot guarantee that genomic testing will identify how your genes affect the way you respond to all possible medications. You should familiarise yourself with the purpose of the Services and its limitations set out in the documentation and information on Bupa's My Genomic Health: Medication Check webpage.
21. You should not take any decision of medical relevance without first consulting qualified healthcare professionals.
22. The genetic tests involved in the Services seek to identify genetic variants that are potentially heritable. If information you receive within the Services could also be relevant to your relatives, it will be your decision whether to share this information with them.

Eligibility

23. The Services are only available to individuals who are 18 years or over and are resident in the UK.
24. You must not have had any of the following:
 - 24.1 A blood transfusion in the 4 weeks prior to your saliva sample being taken;
 - 24.2 A liver or kidney transplant at any point in time; or
 - 24.3 A bone marrow or stem cell transplant at any point in time.This is because these procedures can impact the viability of the Services. Further information can be found on the FAQ section of the Medication Check powered by My Genomic Health webpage www.bupa.co.uk/medication-check

Providing the Services

25. The costs of delivering the testing kit to you and the completed testing kit to the laboratory are included in the purchase price.
26. During the order process we will let you know when we will provide the products to you:
 - a) We will deliver the test kit to you as soon as reasonably possible and aim to do so within seven days after the day on which we accept your order.
 - b) We estimate that we will be able to provide your test results within 30 days of receipt of your sample.
27. The testing kit will be your responsibility from the time we deliver the testing kit to the address you gave us.

Your responsibilities

28. You understand that:
 - 28.1 the information you obtain from us is not designed to diagnose, prevent, or treat any conditions or to discover the state of your health without clinical and medical information;
 - 28.2 there are limitations to the Services, as set out in more detail in the documentation and information on the Bupa of Medication Check powered by My Genomic Health webpage; and

- 28.3 we encourage you to seek the advice of your healthcare providers if you have questions or worries regarding your genetic information. We do not provide any health or medical treatment or advice as part of the Services.
29. You confirm that you meet the eligibility criteria set out above.
30. You are responsible for administering the saliva sample using the test kit. You confirm that the sample you provide is coming from your saliva; and if you are agreeing to these terms on behalf of someone else from whom you have legal authorisation, you confirm that the sample provided belongs to that person and you have legal authority to act on that person's behalf. It is an offence under the Human Tissue Act for anyone to use the test kit to take a sample from another person and submit it for testing without their full consent and so you should not do this.
31. You confirm that you do not represent an insurance company and are not trying to obtain information about an insured person or an employee.
32. You are responsible for all the consequences resulting from sharing your genetic information and self-reported information with others.
33. You agree not to resell testing kits received as part of the Services.
34. You should be aware that the NHS may not recognise the report you have received from us pursuant to these Services.

Your role

35. Once you have completed the saliva sample, please return the test kit using the prepaid returns box. You should do this within seven days of collecting your sample to avoid any breakdown in quality of the sample and at the latest you must do this within three months of the date of purchase of the kit. Please store your sample at room temperature. We will email you when we receive your test kit and when your results are ready for viewing.
36. You agree that you will not use the Services for any unlawful or prohibited purposes. You guarantee that you will not use the Services in a way that could damage or impair the product or Services or interfere with someone else's use of the product or Services.
37. Your saliva sample will be returned to our sub-contractor Eurofins Scientific (Ireland) Limited, who will be analysing it. At this point, ownership passes to Eurofins. Once they have analysed it, the sample is irreversibly processed and it cannot be returned to you. The sample will be destroyed after testing takes place and you receive your report with your personalised results.
38. You acknowledge that you should not expect any rights in and/or any type of financial benefit from future products or services that might be developed by us or a third party from your use of the Services or the use of your personal data as detailed in the Privacy Notice found at www.bupa.co.uk/privacy.
39. We will need certain information from you so that we can supply the Services to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we reserve our right to stop providing the Services to you. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
40. You agree not to breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the Services or have been communicated to you by us or breach any laws or regulations.

Our right to suspend the services

41. We may have to suspend the supply of all or part of the Services to; (a) deal with technical problems or make minor technical changes; or (b) update the Services to reflect changes in relevant laws and regulatory requirements. We also reserve our right to apply a permanent or temporary suspension of Services in the event of abusive or inappropriate behaviour towards any clinician, employee or partner of Bupa including (but not limited to) using offensive, abusive or inappropriate remarks or behaviours.
42. We may temporarily or permanently suspend the Services or charge a cancellation fee in the event of inappropriate use of the Services by you.
43. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

Code on Genetic Testing and Insurance

44. The Bupa company supplying the Services to you is not an insurance company. You may be aware that there is a company within the Bupa group of companies which provides insurance products, Bupa Insurance Limited. Bupa Insurance Limited has signed up to the Code on Genetic Testing and Insurance (a voluntary code of practice agreed between HM Government and the Association of British Insurers) (the "Code"). This means that Bupa Insurance Limited has committed to the following:
- 44.1 to not require or pressure you to have a predictive or diagnostic genetic test, under any circumstances; and
 - 44.2 to not ask for, or take into account, the result of a predictive or genetic test if you apply for insurance.
45. You acknowledge when using the Services that:
- 45.1 if you live or plan to live outside of the UK, the Code will not apply and you may be asked to disclose the results of any genetic testing you have had to your health insurer; and
 - 45.2 if you seek insurance from a company in the UK which has not signed up to the Code they will not be bound by its terms.

Your rights to end the contract and how to do so

46. Should you wish to rearrange or cancel a booking or if you no longer wish to receive the Services you should contact us by email at **MedicationCheck@bupa.com**.
47. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any Services which have not been provided as soon as possible, by the method you used for payment. The reasons are:
- a) we have told you about an upcoming change to the Services or these terms which you do not agree to;
 - b) we have told you about an error in the price or description of the Services and you do not wish to proceed;
 - c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
 - d) we have suspended the Services for technical reasons, or we notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - e) you have a legal right to end the contract because of something we have done wrong.
48. If the Services are bought online or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including delivery costs. This is subject to some conditions, as set out below:
- 48.1 You have 14 days after the day we email you to confirm we accept your order to change your mind, you can do this by contacting us by telephoning **0345 266 0024** or by writing to us at **MedicationCheck@bupa.com**. Telephone calls may be recorded and monitored and lines are open 8am to 6pm Monday to Friday.
 - 48.2 You do not have a right to change your mind in respect of:
 - (a) genetic screening and associated services, once these have been started, even if the cancellation period is still running;
 - (b) the test kit, once this has been unwrapped from the cellophane packaging as this has been sealed for health protection and hygiene purposes.
 - 48.3 If you change your mind after you have already sent your saliva sample test kit away for analysis but within the 14 day period, your refund will be reduced by £50 in consideration of the partial completion of the Services.
49. If you end the contract for any reason after test kits have been dispatched to you or you have received them, you must dispose of them.

Our rights to end the contract

50. We may end the agreement for the Services at any time by writing to you if:
- 50.1 you breach any of the terms of this agreement;
 - 50.2 you do not, within a reasonable time of us asking for it, provide us with information or cooperation that is necessary for us to provide the Services.
51. We may withdraw all or part of the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 30 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for parts of the Service which will not be provided.

Complaints

52. If you are unhappy with any Services you have received you should contact **MedicationCheck@bupa.com** who will do their best to resolve any problems you have with us or the Services as per our complaints procedure.
53. You can also request a copy of our complaints procedure at **MedicationCheck@bupa.com**.

Price and payment

54. The price of the product will be the price indicated on the order pages when you placed your order or discussed with you when you purchased the product over the phone or online. We take all reasonable care to ensure that the price of the product advised to you is correct.
55. When and how you must pay will be indicated on the order pages when you placed your order or discussed with you when you purchased the product over the phone.
56. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

Your use of the Services and intellectual property

57. You acknowledge that the content from the Services available to you is protected by legal rights and interests including copyright and intellectual property rights owned by us, our partners or sub-contractors. We do not grant you permission to share any of the content unless explicitly indicated. You may not copy, modify, duplicate, create derivative work from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Services in any form or media or by any means; or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or part of the Services. Where applicable, you shall keep a secure and confidential password for your use of the Services. You shall use reasonable endeavours to prevent unauthorised access to all or any part of the Services and in the event that you become aware of any unauthorised access or use you shall notify us as soon as reasonably practicable and provide reasonable assistance to investigate and resolve such unauthorised access.
58. You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the Services, the use of the Services or access to the Services for any commercial purposes.
59. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.
60. Unless you have been authorised in writing by us, you agree not to use any trademarks, trade names or logos of any company or organisation used in the Services in a way that is intended to cause confusion about such marks, names or logos.
61. For any software that may be needed, we grant you a personal, non-transferable right and license to use the code of its software on one computer. You cannot and you must not allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless you have been given written permission by us.
62. Any such license is allowed solely for allowing you to use and enjoy the Services as allowed by this agreement. Unless we have given you specific written permission, you cannot assign your rights to use the software, grant a security interest over the software or transfer any part of your rights to use the software. You agree not to modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the Services. You agree not to access the Services through other means except through the interface provided by us. Any rights that are not granted here are reserved.
63. You may not use the Services:
 - 63.1 for any unlawful purpose;
 - 63.2 to interfere with any other person's use or enjoyment of the Services;
 - 63.3 to attempt to clinically diagnose yourself;
 - 63.4 to prescribe treatments to others;
 - 63.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - 63.6 as a source of material or contact data for any kind of marketing activity;
 - 63.7 to tamper with, update or change any part of the Services;
 - 63.8 in a way that affects how it is run;
 - 63.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by us; or
 - 63.10 using any automated means to monitor or copy the Services or their content, or to interfere with or attempt to interfere with how the Services work.
64. The Services may provide links to third party content or websites. Such links are provided for your information only and Bupa is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third-party content or websites or that such information is up to date. We have no control over the contents of this content or those websites or resources, and accept no responsibility for them or for any loss or damage that

- may arise from your use of them. The inclusion of a link to third party content or a third-party website should not be taken in itself to mean endorsement by Bupa of the content, website, the site owner, or any specific content to which it points. Bupa also cannot guarantee that any third-party content, website or any service on that website will remain available.
65. Please also be aware that when you leave our website, other websites may have different privacy policies and terms which are beyond our control and of which you should make yourself aware.
66. Where we provide you with third party tools to access the Services or communicate with us such as (without limitation) telephone, video conferencing or webchat technology (“Tools”) the following terms shall apply:
- 66.1 To the extent permitted by law, the Tools are provided as-is and we give no representation, assurance or warranty regarding the quality, use, availability, content, security, non-infringement or reliability of the Tools. We expressly exclude any warranties of this kind whether express or implied or statutory;
- 66.2 You are responsible for ensuring you have an internet connection and devices suitable, up to date and compatible in order to use the Tools.
- 66.3 Your use of the Tools is at your own risk.
- 66.4 You must only use the Tools in connection with the receipt of the Services. You must not (a) copy, translate, disassemble, decompile, reverse-engineer or otherwise modify any parts of the Tools; (b) transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another’s privacy right or right of publicity, or racially or ethnically objectionable; (c) infringe the intellectual property rights of any entity or person; (d) interfere with or disrupt the Tools or systems used to provide the Tools, or other equipment or networks connected to the Tools; (e) circumvent or disclose the user authentication or security of the Tools or any host, network, or account related thereto; (f) store or transmit “SPAM” (defined as unsolicited commercial email or “Malicious Code” (defined as viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs); (g) interfere with or disrupt the integrity or performance of the Tools or third-party data contained therein, and/or (h) attempt to gain unauthorised access to the Tools or their related systems or networks; (i) impersonate another person; or (j) make any use of the Tools that violates any applicable law or regulation.
- 66.5 We shall be entitled to suspend or withdraw access to the Tools immediately at any time.
- 66.6 We reserve the right to vary the Tools at any time.

Limitations of Liability

67. You acknowledge and agree that computer, internet and telecommunications suffer interruptions and are not fault free and we do not make any representation or warranty in relation to such systems or technology. You further acknowledge and agree that occasional periods of downtime for repair, maintenance and upgrading may be required and we cannot therefore guarantee uninterrupted provision of the Services.
68. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
69. We are not responsible for losses you suffer if the loss is:
- 69.1 Unexpected – it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (in other words, it was not foreseeable);
- 69.2 Caused by a delaying event outside our control, as long as we have taken the steps set out above.
- 69.3 Avoidable – something you could have avoided by taking reasonable action.
70. 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 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987.
71. We only supply the Services for private, individual use. To the extent that you use the Services for any commercial, trade, business, craft, profession or re-sale purpose then, save in respect of any liability which cannot legally be limited, our total liability to you for all losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to what you paid for the Services and all claims for loss of profit, loss of business, business interruption, or loss of business or indirect or consequential loss are wholly excluded.
72. Subject to clause 70, we shall not be liable to you for any damages, costs or losses in excess of the cost of the Services paid by you to us.

73. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
74. Although we will use reasonable endeavours to prevent intentional misuse of the Services and the dissemination of harmful programs via the Services, we will not be liable for any loss or damage caused by any intentional misuse of the Services or the distribution of viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services.
75. Genetic information (meaning personal data related to inherited or acquired genetic characteristics of a person which give unique information about the physiology or the health of that person and which result, in particular, from an analysis of a biological sample from the person in question) is subject to significant limitations and you rely on information provided by us at your own risk. The product or information provided should not be assumed to be conclusive.
76. We do not guarantee the effectiveness of any specific course of action, procedures, opinions, or other information that may be provided in connection with the Services. Please see further information on the limitations of the Services on the Bupa's My Genomic Health: Medication Check website. If you have any specific concerns related to health status, genetic testing or lifestyle changes in relation to your own personal health then please consult with a qualified healthcare professional.
77. Referral to a healthcare professional to discuss results is recommended before acting upon data provided by the Services. There are other factors, such as other (perhaps unknown) genetic markers, environmental factors and lifestyle choices, which also affect how your body processes medications.
78. The information contained within your reports cannot be used as specific medical or diagnostic advice, but rather provides you with information to better understand how your body processes medications.
79. Sharing genetic information with companies, family, friends or employers should be done with caution as it may be used against your best interests and in some cases, may have limited meaning today, but could have a greater meaning in the future.
80. Genetic information shared with a healthcare provider may become part of your medical records, access to which would be governed by data protection law.

Change of Details

81. You should ensure that your name, address and other contact details provided to Bupa are accurate and up to date. Please notify us of any changes as soon as reasonably practicable.

Privacy

82. We recognise that when you give us personal information (which includes health information) you're trusting us to take good care of it. Please see [bupa.co.uk/privacy](https://www.bupa.co.uk/privacy) for more information about how we collect, use and protect your data. If you don't want to receive marketing about Bupa products and services that we think are relevant to you, please email us at optmeout@bupa.com, write to us at Bupa Data Protection, 1 Angel Court, London, EC2R 7HJ, or call our customer service team.
83. When we share your personal data, we only share the personal data needed, and as little of it as possible, for a specific purpose. We will share your personal data with the following trusted third parties that we have partnered with in order to provide the Services:
 - Eurofins Clinical Genetics UK Ltd and Eurofins Clinical Diagnostics UK Limited who will process your saliva sample to extract DNA prior to the genetic testing and produce a report for Bupa; and
 - PGXperts GmbH, Bahnhofplatz 11, 90762 Fürth, Germany who will provide the support in producing the clinical summary report that will be shared with Eurofins; and
 - Real Diagnostics Inc for mailing of test kits.

Other important terms that apply to our contract

84. As described above we will use sub-contractors to provide all or part of the Services. References to “Bupa”, “we” or “us” in these terms shall include our sub-contractors.
85. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
86. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
87. If a court invalidates some of this contract, the rest of it will still apply. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of these terms are unlawful, the remaining terms will continue to apply.
88. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
89. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We will only conclude this contract in the English language.