

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.

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. We may change the Services at any time without giving you prior or express notice of any change.

10. The Services are only available to individuals who are located in the UK aged 18 years or over.
11. 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.
12. 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.
13. 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.
14. 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

15. 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.
16. 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.

17. 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.
18. Payment will be taken following your appointment or in accordance with our cancellation policy (for further detail please see below).
19. 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.
20. 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.
21. The fee constitutes the full cost of the Services and you will not be required to pay any additional sum to Bupa unless:
 - 21.1 Your treatment lasts longer than the booking made and paid for the Service;
 - 21.2 You receive any different or additional treatment;
 - 21.3 You purchase any equipment, aides or other additional items including any blood tests;
 - 21.4 You receive a private prescription; and/or
 - 21.5 The scope of the booking is otherwise exceeded.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

Cancellation and Refunds

22. Should you wish to rearrange or cancel a booking you should call the booking team on 0345 604 0612
23. 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.
24. 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.
25. In addition to your statutory rights, when you book treatment you are entitled to cancel a booked appointment. If you cancel:
 - 25.1 any time up to 24 hours before the appointment you will receive a full refund; and
 - 25.2 within 24 hours of the appointment, you will not receive any refund.

33. 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.

Complaints

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

Use of the Service

36. 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.
37. 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.
38. 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.
39. 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.
40. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.
41. 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.
42. 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.
43. 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.
44. You may not use the Services:
- 44.1 for any unlawful purpose;
 - 44.2 to interfere with any other person's use or enjoyment of the Services;
 - 44.3 to attempt to clinically diagnose yourself;
 - 44.4 to prescribe treatments to others;
 - 44.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
 - 44.6 as a source of material or contact data for any kind of marketing activity;
 - 44.7 to tamper with, update or change any part of the Services;
 - 44.8 in a way that affects how it is run;
 - 44.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by us; or
 - 44.10 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.
45. 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.

46. 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.
47. 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.
48. 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.
49. 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.
50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.
56. 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

57. 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

58. 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.
59. 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

60. 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.
61. 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.
62. 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.
63. 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.
64. 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.

65. 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 Bupa Be.Healthy at Home and Bupa 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. 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 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).
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 provide this information within a reasonable time of requesting it, or if you provide 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 providing the information we need within a reasonable time of requesting 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, 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.

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.

Products

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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

23. 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.
24. 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.
25. 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.
26. 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.
27. 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).
28. The products will be your responsibility from the time we deliver the products to the address you gave us.
29. 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.
30. 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.

31. The fee constitutes the full cost of the Services and you will not be required to pay any additional sum to Bupa unless:
- 31.1 Your treatment lasts longer than the booking made and paid for the Service;
- 31.2 You receive any different or additional treatment;
- 31.3 You purchase any equipment, aides or other additional items including any blood tests;
- 31.4 You receive a private prescription; and/or.
- 31.5 The scope of the booking is otherwise exceeded.

Cancellation and refunds

32. Should you wish to rearrange or cancel a booking you should call us on 0345 850 1068.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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:
- 37.1 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

- 37.2 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

- 37.3 if you cancel within 24 hours of your appointment, you will not receive any refund.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.

45. 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.
46. 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.
47. 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

48. If you are unhappy with any Services you have received you should contact behealthyathome@bupa.com
49. You can also request a full copy of our complaints procedure.
50. 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

51. 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.
52. 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.
53. 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.
54. 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.
55. You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the Services.

56. 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.
57. 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.
58. 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.
59. You may not use the Services:
- 59.1 for any unlawful purpose;
- 59.2 to interfere with any other person's use or enjoyment of the Services;
- 59.3 to attempt to clinically diagnose yourself;
- 59.4 to prescribe treatments to others;
- 59.5 to create, check, confirm, update or amend your own or someone else's databases, records, directories, customer lists, mailing or prospecting lists;
- 59.6 as a source of material or contact data for any kind of marketing activity;
- 59.7 to tamper with, update or change any part of the Services;
- 59.8 in a way that affects how it is run;
- 59.9 in a way that imposes an unreasonable or disproportionately large burden on Bupa's communications and technical systems as determined by us; or
- 59.10 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.
60. 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.
61. 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

62. 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.
63. 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.
64. 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.
65. 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.
66. 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.
67. 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.
68. 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.

69. 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.
70. 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

71. 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

72. 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.
- Bupa and TDL are each "independent" data controllers of the personal information you provide, or which Bupa or TDL receive as a result of your test. Please read both privacy notices for more information about how we and TDL collect, use and protect your data.
- www.bupa.co.uk/privacy
- www.tdlpathology.com/about-us/corporate-information/tdl-group-privacy-notice/

Other

73. 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.
74. 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.
75. 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.

76. 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.
77. 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.
78. 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.