

TERMS AND CONDITIONS

Company information

The VisitHealth website includes our desktop, tablet, and mobile websites (collectively the "Website"). This Terms and Conditions ("Terms") sets forth the Agreement between VisitHealth Limited, a company registered in England and Wales under company number 10766569 and with our registered office at David Game College, 31 Jewry Street, London, EC3N 2ET ("VisitHealth"). VisitHealth's affiliated companies (together "We", "Us", or "Our") and each user ("User", "Your" or "You") governing the use by you of the Website including the purchase of products and services, using your Account and during any telephone call or written correspondence between you and us. Please read this Agreement and our Privacy Policy (which forms part of this Terms) carefully and thoroughly before using the Website or disclosing any personal information. If there is any conflict between these Terms and any terms or conditions found elsewhere on our Website, or in any written or verbal communication between you and us, these Terms shall prevail.

VisitHealth is a private health care company that provides same-day healthcare professional-led medical assessments and services at the patient's home, workplace or community centre across London. We also offer services to visitors from overseas.

The Care Quality Commission regulates VisitHealth. The CQC is the independent regulator of all health and social care in the United Kingdom. The CQC – monitors, inspects and regulates all hospitals, care homes, home-care agencies, GP practices and dental practices.

By using the Website or disclosing to us any personal information:

- you agree that you have read and understood the Terms,
- you accept and agree to be bound by the terms which form a contract between us, and
- you accept and agree to abide by all laws and regulations applicable to the subject matter.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY, DO NOT ACCESS OR OTHERWISE USE THE SITE OR DISCLOSE TO US ANY PERSONAL INFORMATION.

Using our Website, you represent and agree that you are at least 18 years of age or older and are fully able and competent to enter the terms, conditions, representations and warranties outlined in this Agreement; otherwise, please exit the Website. The Website is not intended or designed to attract users under the age of 18. We do not collect personal information from any person we know to be under 18 unless a legal guardian gives consent. If you are under 18, you cannot disclose or send any personal information to us.

Safety and emergencies

Please note that VisitHealth DOES NOT provide emergency services.

IF YOU BELIEVE THAT YOU OR THE PERSON YOU ARE ASSISTING IS IN AN EMERGENCY SITUATION, CONTACT EMERGENCY SERVICES IMMEDIATELY BY CALLING 999

You should call 999 immediately in a critical or life-threatening situation, such as if someone has (This list is not exhaustive):

- difficulty breathing;
- severe bleeding and it can't be stopped;
- severe chest pain;
- a severe allergic reaction;
- severe burns or scalds;
- loss of consciousness;

- trauma and orthopaedics such as road traffic accident, a stabbing, a shooting, a fall from height or a severe head injury; or
- acute confusion and seizures
- or if you believe someone is having a heart attack or stroke.

The Website is not intended to provide diagnosis, doctor-led treatment or medical advice unless explicitly mentioned in the service description. Products, services, information and other content provided on the Website and linked websites, including information that may be provided on the Website directly or by linking to third-party websites, are provided for informational purposes only. Please consult with a physician or other healthcare professional regarding any medical or health-related diagnosis or treatment options.

Information provided on the Website and linked websites, including information relating to medical and health conditions, treatments and products is provided in a shortened form. Information on the Website, including any product label or packaging, should not be considered a substitute for advice from a healthcare professional. The Website and linked websites do not recommend self-management of health issues.

Information on the Website is not comprehensive and does not cover diseases, ailments, physical conditions, or treatment. Contact your healthcare professional promptly should you have any health-related questions. Never disregard or delay medical advice based upon the information you may have read on the Website or due to our products or services' consumption.

Links to or access from any third-party websites or resources are not endorsements of any information, product or Service. We are not responsible for the content or performance of any third-party websites. Use of any third-party websites is at your own risk. Please remember to consult that Website's privacy policy.

You should not use the information or services on the Website or otherwise received from us to diagnose or treat any health issues or prescription of any medication or other treatment. You should always consult with your healthcare professional and read the product manufacturer's information and any product label or packaging, before using any medication, nutritional, herbal or homoeopathic product or before beginning any exercise or diet program or starting any treatment for a health issue.

Our services

VisitHealth offers a Service (each a 'Service' or together with the 'Services') whereby you can book a visit, buy a membership, subscription, or postal delivery in a location convenient to you or on behalf of the person you are booking the healthcare services, including laboratory tests, functional tests, medical care services and sonography scans.

Our Website also allows you to book some services from our partners where additional terms can be applied. These Terms are stated on the web page you will be booking a service.

Each healthcare practitioner is trained health care professionals with extensive experience in both community and acute care settings and diagnostic care.

Our Website and the Services are available to you if you are in the England and Wales of the United Kingdom. We do not represent any content available on or through the Website, and the Services is appropriate for use or available outside the United Kingdom.

You may purchase Services for yourself (and create a personal account) or purchase certain Services for you/or other people, including gift cards and subscriptions requiring a booking placement by the person taking the Service. In such cases, the person taking the Service should register their Account and provide the necessary services provision details. Creating an account will be required to confirm their agreement with these Terms.

We provide an online service whereby you can order a medical test or service online or by telephone. Each test has a page on our Website that sets out whether:

- Our healthcare practitioner will **visit you at home** or another the location address provided by you;
- A sample collection kit can be posted to you to self-taking your sample;
- You must attend our partner clinic or lab to have a sample taken;
- A Service that can be arranged online for you (e.g., remote consultation).

At-home and other visiting locations

Visits are subject to availability. Visit times are subject to change and are only made available to you at our sole discretion, but we will try our best to accommodate your required date and time that the Service should be rendered to you or the person you represent.

If:

- you require medical advice, and you are unable to access VisitHealth for whatever reason, for example;
- there are no Visits available to suit your requirements;
- you miss a Visit for whatever reason;
- you lose connection to the Website during a Visit; or
- your Visit is cancelled, including because a practitioner is unavailable;

it is your sole responsibility to either book an alternative Visit with us or seek appropriate alternative medical advice from alternative service providers (e.g. your NHS GP practice if you are registered with one).

A Visit is a fixed range of time depending on your choice on checkout, during which you can have your consultation with a practitioner. Our healthcare professionals are not doctors by profession; they are a team of nurses, midwives, health care assistants, phlebotomist, physiotherapists and sonographers. We have private General Practitioners and Consultants who work in our team on an ad hoc basis.

You can choose to book several Services in advance, which we refer to as a Visit. There is no maximum number of Services that you can book in advance of your visit. You can request a Visit on your chosen date and time (subject to availability) via the Website.

After you have requested a Visit via the Website, you will be sent written confirmation of the Visit in an email or via a phone call. If you do not receive such confirmation not less than twenty-four (24) hours of requesting your Visit (or, in the case of same-day Visits, not less than four (4) hours before the start of your intended Visit) please contact us (see Contact Us section) to check we have received your booking request. Please note, we do not offer Visits under 4 hours of you making a request.

Once confirmed to you, you can cancel booked home visit if it is at least 24 hours before the scheduled visit, without incurring a charge. We can rearrange the visit with sufficient notice – at least 48 hours before a scheduled time – subject to availability of time slots, and additional charges. Please ensure you are at home at the agreed time or you will be liable for cancellation charges and further costs to re-book your visit. VisitHealth will keep part of the fees as necessary to cover logistics and practitioner time.

The attending practitioner for a visit will contact you within 24 working hours before allocated timeslot for additional information or further arrangements if required.

Postal Services

If you have opted to take a sample by yourself, we will send you a sample collection kit in the post. This kit contains all the items you will need, including step-by-step instructions to take your sample. Please follow these instructions carefully and only use the equipment provided in the kit to take your sample. We will not be liable to you for any injury you may suffer if you use equipment other than that provided by us.

We can send your sample to one of our partner laboratories for processing. You will get a prepaid return envelope for postal service to send your sample to the laboratory using a Royal Mail Tracked Service. It would be best if you made a note of the number on the label for tracking of your samples. You should post your sample using a Royal Mail Priority post box. This Service is prioritised over the standard post

but does not guarantee a fixed delivery time. For some tests, we may ask you to send your sample using a guaranteed next day delivery service, which will be at your own cost. Posting instructions are subject to change, and you should follow the instructions on the email that we send to you upon the confirmation of the services.

Attending a partner clinic or lab

Some tests might require you to directly visit the laboratory to have your sample taken (due to the sample sensitivity or stability for the specific test). If you choose to attend a partner clinic or lab, an administrative charge will be added to your booking.

Please ensure that you arrive for phlebotomy appointments in good time. If you do not attend pre-booked appointments, are late or cancelled your visit without a valid reason, you may be liable for cancellation charges and further costs to re-book your appointment.

Placing bookings

You may purchase Services for yourself (and create a personal account "Account" at <https://visithealth.london/registration/1>) or purchase certain Services for you and other people requiring registration and online booking the person taking the test or Service. Registration is the process by which a user registers their details in an Account and links it to a booking during checkout – this provides the laboratory with the correct information of the person whose sample is being tested. Registering a user will be required to confirm their agreement with these Terms.

When creating an account or activating a gift card, you must provide us with the required personal information, including your full name, address, gender, and birth date. Name and date of birth are standard means of identifying biological samples at our partner laboratories.

To enable us to effectively and safely provide the Service, you must complete a short medical questionnaire in your Account or during the checkout process. The medical questionnaire asks for information about your medical history, lifestyle, family health history and gender-specific details. You also have an option to provide details of symptoms you may be suffering or other medical or lifestyle information you feel may be relevant to the test when you place an order or activate a gift card.

Some information may not be compulsory when booking a visit, but it may assist in providing a more relevant interpretation of your test results.

Except as set out below, all the information you provide to VisitHealth, including the medical questionnaire and the test results, is used solely in relation to the Services you requested. By placing a booking, you give your consent to pass all the relevant information about you to our partner clinics and laboratories (which may be located in countries outside of the EU) and our employees and agents to prepare your sample, analyse and interpret the results.

We may use your information for our business analytics, product development and marketing purposes. We may pass information about you to third parties engaged by us under a duty of confidence to assist us in these tasks. We will not sell or pass on your personal information to third parties.

Your information may also be used anonymously by VisitHealth or third parties engaged by us for scientific research or examining aggregate medical or clinical trial data.

Your data may be shared with Public Health England (PHE) and your local health protection team under the Health Protection (Notification) Regulations 2010 if your test result detects a notifiable disease. These diseases include but are not limited to acute infectious hepatitis, COVID-19, measles, mumps, rubella, tuberculosis and whooping cough.

We do not pass your personal information to your doctor or any other third party, other than for those reasons set out above, your explicit consent given, or unless this endangers public safety and is a reportable disease.

We only use your personal information per our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

Our Website will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order. Please take the time to read and check your order at each stage of the process. Any mistakes in spelling or name might not be modifiable.

Service delivery

When we process your booking, we will send you an email to confirm this, and this email will include important information about your test. It is your responsibility to ensure that you have read and understood this information before you proceed to take your sample. VisitHealth accepts no liability if you do not follow the instructions supplied in this email.

After placing your booking via our Website for products or services, you will receive an email from us acknowledging that we have received your booking. Please note that this does not mean that your booking has confirmed. Your booking constitutes an offer to us to buy Services from us. All orders are subject to acceptance by us. We will notify you where products or services may not be available.

If you selected Postal Service, you must send samples collected by instructions provided to the laboratory using the pre-paid envelope included in collection kit on the day the sample was taken to ensure that it arrives at the laboratory the following day. Failure to do so may lead to the deterioration of your sample, which could affect your test results' accuracy. You can check requirements with one of our staff members.

Samples processing and reports

Any sample you send (whether it is blood, tissue, bodily fluid, or other biological specimens) to one of our laboratories for analysis will be analysed only for the test(s) you have booked.

Some tests require you to fast for a minimum period before collecting a sample, refining from consuming alcohol beforehand, taking your sample at a specific time of day, or preparing in other specified ways. We will provide you with clear instructions if you order a test with special sample requirements. It is imperative that you follow these instructions carefully to ensure reliable test results—some of these requirements stated on the Service description pages of our Website in the Preparation section. If you do not follow these instructions, VisitHealth will not be responsible for any impact on your results.

Samples for some tests can be collected by you using the self-collection kit we send you. These tests have a postal delivery option highlighted on the Website. Please follow the enclosed instructions carefully and return your sample using the pre-paid envelope provided on the same day it was taken.

The results of your test(s) or notes on the Service provided and any accompanying interpretation by a practitioner will be uploaded to your secure online account. You can access your Account via the link: [My Account](#).

We may contact you by telephone, SMS message or email regarding your sample and test results if necessary. We can also contact your next of kin as deemed essential for health and safety reason. If you do not have a nominated next of kin, your GP will be informed or PHE.

Every test on our Website has a corresponding turnaround time, which estimates the time it will take for your sample, once received by the laboratory for processing and the test results made available to you online on Website ("Turnaround Time"). The turnaround time is an estimate and is stated in the Working Days format. It is not binding on us, and we do not guarantee that test results will be available in the published Turnaround Time. If you purchase multiple tests in one booking, we may, in certain circumstances, make results available to you only when the results of all tests have been received from the laboratory. The longest Turnaround Time for all of the tests ordered will apply in this case.

Payments and fees

Payment must be received in full in cleared funds before us processing your booking. Once payment is received, we will confirm our acceptance by sending you a confirmation email ("Booking Confirmation").

You may pay for Services using a debit or credit card, variety of payment systems, including Apple and Google Pay. Please refer to our checkout page for a list of current payment options.

The price of the Services is as quoted on our Website at the time you submit your booking.

You will pay an additional charge for visiting you at home, postal or courier delivery, or attending a partner clinic. You can also choose any of the optional extras (all of which are clearly priced) before completing your purchase.

If you choose to return any samples to our laboratory via recorded or guaranteed next day delivery, you will do so at your own cost.

Our Services' Prices may change from time to time, but changes will not affect any booking previously placed or ordered.

The price of a Service includes VAT at the applicable current rate chargeable in the UK for the time being.

Subscription

As part of your subscription, you can receive the following services:

- at-home personalised health check-ups or standardised profile of services;
- personal consultation with a specialist (if applicable);
- access to your account dashboard with reports and recommendations (where applicable).

VisitHealth provides its services through an automatically recurring subscription service so you may enjoy all the benefits of our at-home visits continuously. You can find specific details regarding your booking by accessing the Website and accessing your account details.

You acknowledge and agree that by ordering VisitHealth subscription service, you are signing up for a subscription with us. You agree to pay all applicable subscription fees made known to you. It is important to note that when you sign up to use the subscription, we charge your credit card's subscription fees as per conditions. By subscribing to any VisitHealth subscription, you agree to pay recurring periodic subscriptions for an indefinite time until you or we cancel your Account. The price for this subscription is set out on the Website.

A new subscriber must pay the initial payment at least the day before the initial Service is performed. From the date of initial payment each following month the subscriber will automatically be billed the same day of the month via direct debit (in case the subscriber joined on a 31st of a month he will be billed on the 30th day of a next month).

Your subscription will start when VisitHealth confirms your payment and will continue for a period of a minimum of two calendar months. If you subscribe for longer than two months, your subscription period will be such an extended period, which shall always be a multiple of 2 months.

It is important to note that your subscription will automatically renew when you sign up to use VisitHealth Services until you cancel it. At the end of your subscription period, you will automatically be signed up and billed for an additional subscription period of the same length as the subscription period you initially chose and, in any event, not shorter than two months at then-current pricing. If you do not wish your subscription to auto-renew, you may cancel/pause it online, by emailing us or by contacting our team and following the instructions you receive.

You may cancel your subscription at any time by notifying us in writing no later than ten calendar days before your next subscription period start date. The cancellation will only take effect for the following subscription period, and your current subscription will remain valid until it expires. Upon the subscription's cancellation, we will have the right to charge you any outstanding expenses incurred by us and reimbursable by you under this Terms.

You have the opportunity to pause your subscription during a 10-days window after every second payment. You can do so for up to 2 months for 12 months period since the first payment. After 2 months you will be automatically charged for the next month.

At our absolute discretion, we reserve the right not to renew your subscription at any time without giving any reasons for our decision.

Please stop using the Service and contact a medical professional and us immediately if you experience an allergic reaction or any worsening of your health. In case there is an allergic reaction, and you can no longer use the Service, we will refund you the costs except for the ones related to the laboratory processing.

Gift cards

VisitHealth gift cards can only be used on Website and cannot use with a telephone booking.

All VisitHealth gift cards expire 12 months from the date of purchase.

When using a gift card on the Website, the total order value will be debited, and any remaining value will be left on the gift card. If the order value is greater than the balance on the gift card, the remaining amount must be paid for by another form of payment which can also be another gift card. There is no limit to the number of gift cards that can be used on order.

After purchasing a gift card, you will receive an email containing your gift card code. You can use the gift code until the value of the gift card reaches £0. The recipient of the email can use this code or forward on to someone else for them to use.

User with can apply only one the gift card code can make a purchase on Website, which is not associated with any another specific account. One gift code can be shared amongst multiple patients within one booking as long as they cover the gift card amount.

If a refund is requested for an order paid with a gift card, the same amount taken from the gift card will be refunded back to the same gift card, and any remaining balance will be refunded back to the source of payment.

Gift cards and e-gift cards cannot be exchanged for cash. We do not give change or refunds on gift cards or e-gift cards.

Changes, cancellations and refunds

Your right to make a change to a Visit once booked. If you wish to change your visit's date or time, you should do this by contacting us as soon as possible. We will let you know if the change is possible. If possible, we will let you know about any changes to the date or time of your Visit or anything else that would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you can cancel your Visit.

Our duty if we make changes to a Visit once booked. We will advise you by email or via the phone as soon as possible if we have to amend, change or cancel any Visit that you have booked.

Your legal right to cancel a booking starts from the date and time you receive the Booking Confirmation (the date and time we email you to confirm our acceptance of your booking).

<i>More than 24 hours before the scheduled time</i>	A full refund
<i>Less than 24 hours before the scheduled time</i>	Visit, or postal fees are non-refundable
<i>After the scheduled time</i>	All fees are non-refundable

To cancel a booking, please send us an email stating that you wish to cancel and the reason for the cancellation. Please email or call our team to arrange a rescheduling of the visit. You are required to state the reason for cancellation will not affect your right to cancel the booking.

If you send us your cancellation request by email, your cancellation is effective from the date and time you send us the email. For example, you will have given us notice in time as long as you send your email before ending our office operation hours on the cancellation period's last day.

You entitled for a refund will issue the price you paid for the Services within 10 Working Days. Additional postage purchased is non-refundable.

We will refund you to the payment method used by you to pay. We may offer you a gift card as an alternative. Gift card terms and conditions apply.

For postal orders, you may cancel your booking at any time before a sample collection kit has been dispatched to you and receive a full refund.

Once your testing kit has been despatched, you can still cancel service and get a service fee refunded. Once samples are delivered to the laboratory, the charges are not refundable.

Your cancellation right does not apply if:

- you have already had a sample taken during the visit at home as arranged by us
- you have failed to attend an appointment scheduled for phlebotomy arranged in connection with your test;
- you have already sent your sample to the laboratory for analysis.

These Terms are effective until terminated by either you or us. In our sole discretion, we may suspend or discontinue providing you services at any time without notice and deny you access to the Website or any portion of it, suspend or cancel any pending bookings.

You are entitled to a full refund should we cancel your Visit. Should you cancel your Visit within less than 24 hours' before the scheduled Visit time, we will refund you for any Services you had previously paid for less the Visit fee which you would have paid for when you booked the Visit.

If you want a Visit or medical Service rendered as soon as possible on the same day, you will need to contact the office directly via phone. The waiting time and all other times estimates provided and published on the Website are based on our system's best estimates having reviewed live activity and usage statistics. You accept that the waiting time and all other time estimates are provided as a guide only and do not guarantee the provision of the Services, or that a connection with a practitioner will be made within specific time parameters, or within a given time period or at all. You accept that we will not refund fees based on waiting times or any other time estimates being inaccurate.

VisitHealth does not offer a prescription provision or fulfilment service. Prescriptions will only be issued by Practitioners where it is appropriate, legal, responsible and professionally recommended in the circumstances and as the result of discussion and mutual agreement between you and the Practitioner.

You may not be able to choose a practitioner for your Visit unless we make this option available to you on the booking form, which we may do from time to time at our sole discretion. We do not make any guarantee whatsoever as to the availability of any single practitioner at any time.

We do not make any representation nor give any warranties regarding any Practitioners' training, qualifications or skill. However, as required by the CQC and UK law, we do make appropriate checks to ensure that each Practitioner has a current and valid registration with their respective professional bodies and a right to practice in the UK.

Partners and third parties

Except as set out below, any information collected from the medical questionnaire and/or the test results will be used solely in relation to the Services you have purchased from us. By placing a booking, you give us your consent to pass all relevant information about you on to our partner clinics and laboratories (which may be located in countries outside of the EU) and our employees and agents to prepare your sample, analyse and interpret the results. We may use your information for our business analysis, product development and marketing purposes. We may pass information about you to third parties engaged by us under a duty of confidence to assist us in these tasks.

We will not sell or pass on your personal information to third parties to enable them to contact you directly or market their products or services to you. Your information may also be used, on an anonymous basis, by third parties and us engaged by us for scientific research or examining aggregate medical or clinical trial data. Your data may be shared with Public Health England (PHE) and your local health protection team following the Health Protection (Notification) Regulations 2010 if your test result detects a notifiable disease. These diseases include but are not limited to acute infectious hepatitis, COVID-19, measles, mumps, rubella, tuberculosis and whooping cough.

None of your personal information will be passed on to your doctor or any other third party, other than for those reasons set out above.

Some of our services can be provided with the involvement of third-party clinics, hospitals, doctors and laboratories. For each Service that we provide jointly with a third-party, you can find the full legal names on the Service page in the Disclaimer section of our Website.

Website usage

Legal and respectful contents

You are required to establish an account on the Website to use certain features, such as making a booking. You agree to provide accurate, true, complete and current information about yourself as prompted by the Website and promptly update such information to maintain accurate, true, complete and current information. Suppose you provide any inaccurate, false, incomplete or outdated information or we in our sole discretion suspect that such information is inaccurate, false, incomplete or obsolete. In that case, we reserve the right to suspend or terminate your Account, cancel any pending and undelivered bookings and issue a refund for such cancelled orders and prohibit any current or future use of the Website or any portion thereof by you. During the registration process, you will create a username and password. You are responsible for your Account and password's confidentiality and are fully responsible for all activities under your Account or password. You agree to immediately notify us of any unauthorised use of your Account or password or any other security breach and to ensure that you exit from your Account at the end of each session. Unless you have so notified us, you agree to be responsible for all charges resulting from your Account's use on the Website including costs resulting from unauthorised use of your Account. We are not liable for any loss or damage resulting from your failure to comply with this section.

You agree to use the Website for lawful purposes and responsible for your use of and communications on the Website. You agree not to post on or transmit through the Website any unlawful, infringing, defamatory, obscene, indecent, threatening, offensive or otherwise objectionable material of any kind including any material that encourages illegal conduct or conduct that would encourage civil liability, infringe on other's intellectual property rights or otherwise violates any applicable local, state, national or international law. You agree not to use the website to interfere with normal operation or infringe on any others' use of the Website.

You agree not to access the Website by any means other than the interface we provide. Displaying or running the Website or any information or material displayed on the Website in frames or through similar means on another website without our prior authorisation is prohibited. Any permitted links to the Website must comply with all applicable laws, rules and regulations.

We make no representation that materials contained on the Website or that services described or offered on the Website are appropriate or available for use in jurisdictions outside the United Kingdom, or that these Terms comply with the laws of any other country. Users of the Website outside the United Kingdom do so at their initiative and risk and are responsible for complying with all applicable laws and regulations. You agree not to access the Website from any location or territory where its contents are illegal. You and not us, are responsible for compliance with all applicable laws and regulations.

We reserve the right to terminate any account if your order is deemed fraudulent or credit card charges are disputed. You agree that we may terminate or suspend your access to all or part of the Website, with or without notice, for any conduct that we, in our sole discretion, believes violates any part of this Agreement, laws or regulations or is harmful to another user or us or our affiliates.

Posting on our Website

Where applicable at the Website, you may post your content ("User Content"). You understand that you are solely responsible for any content you post to the Website. You alone assume all risks associated with your content, including anyone's reliance on its accuracy, truthfulness or reliability or any disclosure by you of information in your content that makes you identifiable. Once published, your content may not be able to be withdrawn. You may not imply that we endorse your content. You may expose yourself to liability if your content is false, defamatory, intentionally misleading, violates any third-party right including copyright, trademark, patent, trade secret, privacy right, right of publicity or any other intellectual property or proprietary right or is unlawful or violates or advocates the violation of any law or regulation. We cannot guarantee that other users will not misuse your content. If you have the information you want to keep confidential or do not want others to use, do not post it to the Website. We will not be liable for any user content, including, any errors or omissions, or any loss or damage incurred due to the use of any user content in any manner posted to the Website. We are not responsible for any user's use or misappropriation of any content you post to the Website.

By posting user content to the Website, you now grant (or warrant that the owner of such rights has expressly granted) us perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, host, store, reproduce, adapt, publish translate, edit, sub-license, modify, create derivative works from, communicate, publish, publicly display and distribute such content or incorporate such content into any form. The foregoing grant includes, without any limitation, any copyrights and other intellectual property rights in and to your user content.

You represent and warrant that the content you posted does not violate the privacy or publicity rights, copyrights, contract rights or any other rights including moral rights of any person. You agree to pay for all royalties, fees and any other amounts owed to any person because of any content you posted to the Website. This license continues even if you stop using our Website. We reserve the right to remove such content.

You understand that we may preserve user content and may disclose user content if required to do so by law or in good faith belief that such preservation or disclosure is reasonably necessary to comply with the legal process, enforce this Agreement, respond to claims that any user content violates the rights of third parties, or protect the rights, property or personal safety of us, our users and the public. You understand that the website's technical processing and transmission, including your user content, may require transmitting over different networks and changes to conform to connecting devices or networks' technical requirements.

Your content postings are voluntary, including ideas, opinions and disclosures. There is no confidential or contractual relationship established by posting your content or reviewing or using your content. We are not liable for any user content disclosure, including opinions or suggestions you post to the Site. We are entitled to unrestricted use of any user content it may receive, for any purpose, commercial or otherwise, without compensation to you as the content provider.

You agree not to use the Website to:

- Post or otherwise transmit any user content that is harmful, false, unlawful, obscene, defamatory or otherwise objectionable.
- Harass, stalk or otherwise abuse another.
- Impersonate any entity or misrepresent your affiliation with any person or entity.
- Harm minors and any other person.
- Attempt to disguise the origin of any user content posted to the Website.
- Post or otherwise transmit any user content that you do not have the right to transmit under any law, contractual or fiduciary relationships.
- Post or otherwise transmit any user content that infringes on any patent, copyright, trademark or other proprietary rights ("Rights") of any party or post or otherwise transfers any protected material on the Website.
- Post or otherwise transmit any unsolicited advertising, promotional materials, spam, junk mail, pyramid schemes or any other solicitation form.

- Post or otherwise transmit any content that contains viruses, Trojan horses, or other harmful, disruptive or destructive materials that limit the functionality of any computer software, hardware or telecommunications equipment or interferes with any third party's use of the Website.
- Collect data about other Website users.
- Gain access to unauthorised areas of the Website, including servers or networks.
- Engage in illegal activities or promote dangerous and illegal activities, such as terrorism, the sale of illicit drugs, or human trafficking.
- Distribute sexually explicit or pornographic material or drive traffic to commercial pornography sites.
- Distribute depictions of graphic or gratuitous violence.
- Access another user's Account without their permission.
- Create or use multiple accounts to evade our policies or bypass blocks or otherwise subvert restrictions placed on your Account.
- Threaten, stalk, defame, defraud, degrade, victimise, or intimidate individuals or groups of individuals for any reason; including without limitation, based on age, gender, disability, ethnicity, sexual orientation, race or religion, or incites or encourages anyone else to do so.

We will terminate the Account and block Website users who violate any person's intellectual property rights on the Website. You understand that you may be exposed to others' user content that is indecent or otherwise objectionable by using the Website. We do not endorse or have control over user content. User content is not reviewed by us before posting and does not reflect our opinions. We make no representations or warranties express or implied with regard to the accuracy or reliability of user content or any other material or information you may obtain from the Website. We are not responsible for monitoring the Website for inappropriate user content or conduct. Suppose at any time we choose, in our sole discretion, to monitor the Website. In that case, we nonetheless assume no responsibility for the user content, have no obligation to modify or remove any inappropriate user content and have no responsibility for the conduct of the Website users submitting any such user content.

Notwithstanding the foregoing, we reserve the right to remove any user content that violates this Agreement or is otherwise objectionable, in our sole discretion. You agree that you must evaluate and bear all the risks associated with using any user content, including reliance on accuracy, completeness or usefulness of such content. In this regard, you acknowledge you may not rely on any user content. You are solely responsible for your interactions with other Website users. In our sole discretion, we have the right but are under no obligation to monitor communications between you and other Website users and terminate your Website access. We reserve the right to disclose your identity and the identity of other account holders to regulators or enforcement authorities upon their request.

Your personal information

For further information about how we use your personal information, please see our Privacy Policy.

Your VisitHealth's electronic medical record ('EMR') is created for you to document and provide the requested and approved Service to store and access your personal health information online, including:

- medical history;
- current health conditions;
- symptoms;
- complaints;
- allergies; and
- medications,

and for by our Practitioner; to record the results of their consultations with you following his or her obligations under applicable UK law. Your Practitioner will attach to your EMR any information provided or collected as part of a Visit (which we may supplement with documents to be reviewed in the consultation by our Practitioner (will not be able to save or add images/documents directly)). You will be able to share images with our Practitioner; as part of the chat function in the consultation, but these images will not then automatically be saved onto your records on the booking form. If you want a particular detail added to your EMR, it is your responsibility to express this to your Practitioner during a Visit. By using the Website and the Services, you agree that VisitHealth and its team shall be permitted

to use your EMR to provide the Services and facilitate your care. Such use shall always comply with applicable law and our Privacy Policy.

If you would like a copy of your VisitHealth EMR, you can request them for free by doing so in writing and sending it to our office administrator with a proof of identification like a passport or a full UK driver's license. We recommend that you do this periodically to share this information with other medical service providers and medical insurers as necessary.

By registering on the Website and then providing "opt-in" consent to receive information resources and marketing communications, you agree to the receipt of offers, promotions, surveys, newsletters and other information regarding medical and health-related topics may include links to other related websites.

If you do not wish to receive such communications, you may opt-out at any time by contacting our office by phone or sending an email to enquiries@visithealth.co.uk and selecting unsubscribe in the subject field.

You are not permitted to make any form of recording of any Visit yourself. This is to ensure the confidentiality of information and privacy as well of our Practitioner;

Limitations

You agree that you are solely responsible for selecting tests and that any Services you do purchase from VisitHealth are suitable for you and their intended purpose. If in doubt, please talk to your doctor or a qualified medical professional.

If we cannot perform a test you have a booking for any reason, we will inform you by email or by phone and will not send a Booking Confirmation. If you have already paid for the test, we will refund you the full amount within ten working days. A working day is any day other than a Saturday, Sunday or public holiday in the UK ("Working Day").

Test results and comments or interpretation provided by us to those results are for information only. They may give a guide to help you understand your health but do not, and are not intended to, constitute a clinical diagnosis. This Service is not a substitute for proper medical investigation and advice, and we do not provide clinical or diagnostic services about the tests. Our comments are based on information available to us at the time. This information may be insufficient to gain a complete understanding of your health or a particular condition you may be suffering from. If you have any concerns regarding your health or test results, you should discuss them directly with your GP or a doctor.

Based on your test(s) results and other information that you have provided to us, we may recommend that you purchase a follow-up test, Service or that you see your GP for further investigation or both. You agree that you are solely responsible for acting on such guidance and that VisitHealth accepts no liability in the event you choose not to do so.

We do not send test results to you by email unless you expressly ask us to do so. Your reports available on My Bookings page within your registered account with us.

We cannot guarantee that we will always meet this timeframe. Due to practitioner availability within your area, laboratory quality frameworks requirements or consumables availability required for a service you booked, the delay can be expected.

We do not accept responsibility for results that are compromised due to delays in returning samples or where samples are lost in the post. If you are concerned that your usual postal Service will not result in next day delivery, we recommend that you return your sample using a guaranteed next-day service. This will be at your cost.

We reserve the right to change our promotional offers and discount vouchers at any point.

Your right to use the Service or a specific product is conditional upon our payment of subscription fees. If payment cannot be charged to your credit card or if a charge is refunded for any reason, we reserve the right to immediately either suspend or terminate your access and account, thereby terminating this Terms and all our obligations hereunder.

You must be at least 18 years old to purchase or activate a Service and provide a sample for testing.

Any ill-treatment of our staff, including harassment, will be reported to the Metropolitan Police. In any event, a case will be arising from our team being assaulted or deliberately hurt by the Service, and it will be held in British Courts. The corresponding government entities will also be informed and may result in the patient being unable to use further services offered by VisitHealth.

You may only use Service within the United Kingdom. We will only visit or send sample collection kits to addresses in the United Kingdom. Our partner laboratories will only process samples taken and posted in the UK.

Events outside our control

We will not be liable or responsible for any failure to perform or delay any of our obligations under Terms caused by any act or event beyond our reasonable control (an "Event Outside Our Control").

If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

- we will contact you as soon as reasonably possible to notify you, and
- our obligations will be suspended and the time for performance of our duties will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects visiting you or our delivery of testing kits to you, we will arrange a new visit/delivery date with you once the Event Outside Our Control is over.

Liability

The Services you purchase from us are for private use only, and you agree not to use the Services for any commercial purpose. We are not liable to you for any loss of profit, loss of business or revenue, business interruption, or business opportunity loss.

Our total liability to you resulting from these Terms is limited to the total value of the booking made under these Terms – meaning the price you paid for the Services and any additional services. In particular, we are not liable for any costs, loss, delay, inconvenience or damage you suffer as a result of:

- the sample you send being lost, delayed or damaged in transit or via post from you to the laboratory;
- the laboratory being unable to test your sample for any reason;
- any injury, damage or loss you may suffer when using finger-prick lancets unless the lancet is shown to be defective;
- any injury, damage or loss you may suffer when opening (or handling or using the components contained in) a sample collection kit which you have been informed is to be used only by a qualified phlebotomist;
- any injury, damage or loss you may suffer as a result of your sample being collected by someone whom we have not referred you to (i.e. someone who is not a qualified phlebotomist working in a partner clinic or a nurse or phlebotomist) or as a result of using equipment or sample collection components that we have not sent to you;
- test results not being made available to you within the turnaround time stated for any Services;
- your failure to follow instructions provided to you concerning sample collection or pre-sample preparation requirements, such as fasting;
- your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test;
- your inability to show out-of-range test results to your GP or doctor if you opt to receive express results without them being reviewed by our medical staff;
- your failure to send a sample to the laboratory for testing within the validity period as outlined above;

- your inability to attend a pre-booked phlebotomy appointment or home visit or your failure to take your sample collection kit with you to an appointment;
- loss or damage that is not foreseeable.
- events outside our control.

For some tests, you may book for test results only, in which case our practitioners will not provide any comment or interpretation to accompany your results. By choosing this Service, you agree that you will share any test results outside of the normal range with your GP or a qualified medical professional. You further agree that VisitHealth shall not be liable in any way for your failure to do so.

If we fail to comply with the Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence. Loss or damage is foreseeable if it is an obvious consequence of our breach or if you and we contemplated it when we entered into these Terms.

We do not in any way, exclude or limit our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation.
- any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession) as amended by the Consumer Rights Act 2015.
- any breach of the terms implied by section 9 to 11 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples); and
- defective products under the Consumer Protection Act 1987.

In case that our Practitioners are independent contractors are not employees of VisitHealth. We ensure that each of the Practitioners holds appropriate medical indemnity insurance to cover them regarding claims arising from the provision of medical advice by them via the Website and the Services.

Other

We may amend the Terms from time to time.

If we have to revise the Terms as they apply to your booking, we will contact you to give you reasonable advance notice of the changes and what orders will be affected. We will let you know how to cancel the booking if you are not happy with the changes. You may cancel in respect of any visit scheduled or testing kit received (so long as it has not been opened, used or damaged) or just the testing kit you are yet to receive, or both (if applicable).

If you opt to cancel the booking, we will arrange a full refund of the price you have paid once you have notified us.

We may transfer our rights and obligations under Terms to another organisation, but this will not affect your rights or obligations under the Terms.

These Terms form a contract between you and us. No other person shall have any rights to enforce any of its terms, whether under the Terms (Rights of Third Parties) Act 1999 or otherwise.

Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under the Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Please note that the Terms are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland. If you are a resident of Scotland, you may also bring proceedings in Scotland.

Our contacts

If you wish to contact us for any reason, including making changes to your booking or submitting a complaint, you can contact us by telephoning our admin team or emailing us at enquiries@visithealth.co.uk. Full contact details located at the [Contact us | VisitHealth](#) page.

If you contact us by email, please do so using the email address associated with your VisitHealth Account and include your booking confirmation number to help us identify you. If you contact us by telephone, please have your booking confirmation number to hand. We will ask you to verify your personal details to validate your identity and protect your data.

If we need to contact you, we will do so by email, phone or occasionally by letter using the contact details you provide to us in your booking. By providing us with your contact details, you give us your consent to contact you about the Service we offer and have bought or enquired about. If necessary, we may leave you a message. On rare occasions, we may need to contact you about your results if they indicate that you require urgent medical attention. Your contact details must be correct, and it is your responsibility to ensure that they are kept up to date.