



TERMS AND CONDITIONS OF BUSINESS

THE SERVICES

FlyingMedicine Ltd warrants to the Client that: -

1.1.1 Its Services will be provided with reasonable skill and care in accordance with its usual quality assurance standards; and

1.1.2 the people providing the Services will be suitably skilled and experienced.

The Client acknowledges that, except as expressly provided in this Agreement, FlyingMedicine Ltd gives no warranties or representations to the Client (whether express or implied) in respect of the Services. In particular, whilst every effort is made to achieve the turnaround times quoted by FlyingMedicine Ltd, no warranty or guarantee is given that such turnaround times will be achieved in any particular instance.

The Client shall notify FlyingMedicine Ltd in writing of any clinical information relevant to the Services requested and provide FlyingMedicine Ltd with such other information as FlyingMedicine Ltd may reasonably be expected to require concerning information supplied by the Client and the persons from whom an opinion is requested to enable FlyingMedicine Ltd to conduct the consultation and to report thereon. FlyingMedicine Ltd will accept no responsibility for any inaccuracies or omissions from such information supplied by the Client nor for any consequences of such errors or defects, and the Client shall indemnify and hold harmless FlyingMedicine Ltd and their respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) arising directly or indirectly from any breach of this paragraph.

2. PRICE AND PAYMENT TERMS

- 2.1 The price for the conduct of the Services shall, unless otherwise agreed, is as specified in FlyingMedicine Ltd published fee guide current at the time the Services are requested.
- Fees are due at the time of booking the services
- As at the date of these Terms and Conditions VAT is not payable on FlyingMedicine Ltd services
- Invoices are normally issued on a weekly basis. Invoices are payable within 30 days of issue. At FlyingMedicine Ltd optional interest may be charged on late payment at a rate of 2% over the base rate from time the invoice is due as set by Barclays Bank plc. Direct bank transfer must pay fees if paid from outside the UK. All payments shall be made in pounds sterling.

5. CONFIDENTIALITY / PRIVACY

This Privacy Notice aims to give you information on how we collect and process your personal data.

It is important that you read this Privacy Notice together with any other privacy notice or fair processing



notice we may provide on specific occasions, when we are collecting or processing personal data about you so that you are fully aware of how and why we use your data. This Privacy Notice supplements the other notices and is not intended to override them.

Your personal information will be held by FlyingMedicine Ltd, Abbots House, 198 Lower High Street, Watford, WD17 2FF. If you have any questions in relation to this Privacy Notice or if you would like to contact us to exercise your rights as stated in this Privacy Notice, you may contact us at by email at info@flyingmedicine.uk or by telephone on 0333 404 3232.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns, before you approach the ICO so please contact us in the first instance.

It is important that the personal data that we hold about you is accurate and current. Please keep us informed if your personal data changes.

DATA PROTECTION STAFF

FlyingMedicine Ltd has nominated a suitable senior person within its designated with the necessary resources to oversee our data protection compliance – Dr Nomy Ahmed

DATA PROTECTION PRINCIPLES.

Your Personal Data will be:

1. Used lawfully, fairly and in a transparent way.
2. Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
3. Relevant to the purposes we have told you about and limited only to those purposes.
4. Accurate and kept up to date.
5. Kept only as long as necessary for the purposes we have told you about.
6. Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU.

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).



We may collect different kinds of personal data including:

- Identity Data - including first name, maiden name, last name, marital status, title, date of birth and gender.
- Contact Data - including billing address, delivery address, email address and telephone numbers.
- Transaction Data - including details about payments to and from you and other details of products and services you have purchased from us.
- Marketing and Communication Data - including your preferences in receiving marketing from your communication preferences and us.
- Information about your membership of a professional or trade association.
- Communications with you including letters, emails and conversations recording with us.
- Social relationships, your family friends and other relationships.
- Open Data and Public Record.
- Health information.
- Details of your employment including name of employer, location of employment and other details.
- Government Agency documents.
- Identification including - driving license and passport
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- CCTV, voice recordings and other information obtained through electronic means.
- Data about your use of our information and communications systems.

HOW IS YOUR PERSONAL INFORMATION COLLECTED?

We will collect personal data from you in a number of situations: -

- When you seek advice from us.
- Use any of our on-line client services;
- Make an enquiry on any area of our website;
- Attend a seminar or other event provided by us;
- Signing up to receive information from us, including training;
- Applying for or accepting employment with us
- Offering to provide or when you provide services to us.
- When we engage your services.
- When you enter our buildings
- When you contact us by email or by any other electronic method



HOW WE WILL USE INFORMATION ABOUT YOU

We will only use your personal data when the law allows us to do so.

Most commonly, we will use your personal information in the following circumstances: -

1. Where we need to perform the contract we have entered into with you i.e. for a Medical Assessment
2. Where we need to comply with a legal obligation.
3. Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
4. Where we have your Consent.

We may also use your personal information in the following situations, which are likely to be rare:

5. Where it is needed in the public interest or for official purposes.

Situations where we will use your personal information are set out below. We have stated the legal reason for processing the information by identifying the paragraph number above.

- Contact Forms - We may collect Personal Information that you choose to provide to us when you fill in forms on our Website. This may include your name, contact details (such as email, telephone number and address) and your personal preferences, choices and requirements specific to particular requests or services. We may use this Personal Information to respond to your queries, to provide you with services and to provide information that you have requested.
- Events - If you register for one of our events, we will share your name, professional title and your professional address with other people that are attending the same event.
- Marketing - Where you have provided us with your contact details, we may contact you by telephone or by post for marketing purposes relating to our services, our Website, and/or to research opinion on proposed legal or business developments, where legally permitted to do so, unless you let us know that you do not want to receive this type of marketing. We will only contact you for these marketing purposes by electronic means, where you have agreed to this. Your agreement to the use of your Personal Information for these purposes is optional and if you fail to provide your agreement, your visit to and use of the Website will not be affected.
- You are entitled to opt-out from receipt of marketing communication at any time and free of charge by using the contact details provided in this Privacy Notice or by using the

“unsubscribe” option included in any marketing e-mail or other marketing material received from us.

- Medical Work - Personal data that you provide to us as a client or prospective client, is stored securely on our computer case management system and it will be used to fulfill our contractual and legal obligations to you and regulatory authorities
- Where legally permitted for specific purposes made clear at the point of collection on particular pages of our Website
- Where we otherwise have legal grounds for collection and use of your Personal Information as explained in more detail above
- Where we need to perform the contract we have entered into with you
- Applying with regulations that apply to us.
- To manage risk for our clients and us.
- To respond to complaints and seek to resolve them.
- To exercise our rights set out in agreements and contracts.
- To carry out Business management and planning, including accounting and auditing
- Education, training and development requirements.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution
- Equal Opportunities Monitoring.

Some of the above grounds for processing will overlap and there may be several grounds, which justify our use of your personal information.

If you fail to provide personal information.

If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you or we may be prevented from complying with our legal or regulatory obligation.

Change of purpose.

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis, which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.



HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

Special categories of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards, which we are required by law to maintain, when processing such data. We may process special categories of personal information in the following circumstances:

1. With your explicit written consent.
2. Where we need to carry out our obligations or exercise rights in a legal matter.
3. Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to a pension scheme.

DATA SHARING

We may have to share your data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU. If we do, you can expect a similar degree of protection in respect of your personal information.

Why might you share your personal information with third parties?

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so

Which third-party service providers process your personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. Third-party service providers carry out the following activities: payroll, pension administration, benefits provision, administration, and IT services.

How secure is your information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in our group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to



process your personal data for specified purposes and in accordance with our instructions.

When might you share your personal information with other entities in the group?

We may share your personal information with other entities in our group as part of our regular reporting activities on company performance, in the context of a business re-organisation or group restructuring exercise, for system maintenance support, for providing on line services and hosting of data.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator or to otherwise comply with the law.

Transferring information outside the EU.

We will transfer the personal information; we collect about you to our office India (i.e. outside the EU) in order to perform our contract with you. There is not an adequacy decision by the European Commission in respect of India. This means that India is not deemed to provide an adequate level of protection for your personal information. However, to ensure that your personal information does receive an adequate level of protection we have put in place total control over the servers so as to ensure that your personal information is treated in a way that is consistent with and which respects the EU and UK laws on data protection:

DATA SECURITY

We have put in place measures to protect the security of your Personal information. Details of these measures are available on the intranet.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

We have put in place appropriate security measures to prevent your personal information from being lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those workers; employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality with us.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will you use your information for?

We will only retain your personal information for as long as necessary to fulfill the purposes we collected



it for, including for the purposes of satisfying any medical, legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

RIGHTS OF ACCESS, CORRECTION, ERASURE, AND RESTRICTION

Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your relationship with us.

Your rights in connection with personal information

Under certain circumstances, by law you have the right to:

- **Request access** to your personal information (commonly known as a “data subject access request”). This enables you to receive a copy of the personal information that we hold about you and to check that we are lawfully processing it.
- **Request correction** of any personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us to continue to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing.
- **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation, which makes you want to object to processing on this ground. You also have the right to object, where we are processing your personal information for direct marketing purposes.
- **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- **Request the transfer** of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact info@flyingmedicine.uk

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate



security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

RIGHT TO WITHDRAW CONSENT

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that processing at any time. To withdraw your consent, please contact info@flyingmedicine.uk once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

DATA PROTECTION OFFICER.

FlyingMedicine Ltd have nominated a suitable senior person to oversee our data protection compliance- Dr Nomy Ahmed

Further, you can raise any complaints using the Grievance Procedure and to the Information Commissions Office at <https://ico.org.uk>.

CHANGES TO THIS PRIVACY NOTICE

We may update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact info@flyingmedicine.uk

4. LIABILITIES AND INDEMNITY

4.1 The Client warrants and covenants that it will obtain in conjunction with FlyingMedicine Ltd all consents and permissions required (whether by law (including under the Data Protection legislation), good medical practice or otherwise) in order to permit the conduct of the consultations and/or Tests on the Samples and shall indemnify and hold harmless FlyingMedicine Ltd and their respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) arising directly or indirectly from any breach of this paragraph.

4.2 Subject at all times to paragraph 4.4 and whether FlyingMedicine Ltd has been advised of the possibility of such loss, FlyingMedicine Ltd shall not be liable in respect of the Services in contract, tort or otherwise howsoever arising from any claim, damage, loss or costs in respect of: (i) any direct loss of profit; (ii) any direct loss of anticipated savings; or (iii) any indirect or consequential loss or damage howsoever caused including without limitation, any indirect loss of profit, loss of anticipated profit including loss of profit on contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation; and/or loss of data.



4.3 To the extent not covered by any other limitations the maximum liability of FlyingMedicine Ltd to the Client under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall be £1,000 less any sums paid by FlyingMedicine Ltd to any patient of the Client or other third party in satisfaction of a liability arising out of the same facts and circumstances.

4.4 The limitations in this paragraph 4 shall only apply where permitted under applicable law.

5. FORCE MAJEURE

If the performance of this Agreement or any obligation under it is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of that party obliged to perform it (including, without limitation, flood, fire, storm, strike, lockout, sabotage, terrorist act, civil commotion and government intervention), the party so affected shall (upon giving prompt notice thereof to the other party) be excused from performance to the extent only of the prevention, restriction or interference, provided always that the party so affected shall use all reasonable endeavours to avoid or remove the causes of non-performance and shall continue performances as expeditiously as possible as soon as such causes have been removed.

6. GENERAL

6.1 Dispute Resolution

(a) If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, the parties shall make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Court.

(b) Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations under this Agreement while such dispute is being resolved.

6.2 Data Protection

Each party will comply with its obligations under the General Data Protection Act. See our Privacy Notice (3).

6.3 Variation

Any amendments to this Agreement shall not be effective unless in writing and signed by an authorised signatory on behalf of each of the parties. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from this Act. The terms of this Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation.



6.4 Rights and waiver

All rights granted to either of the parties shall be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement shall not be a waiver of such term or of the right of such party at any time subsequently to enforce all the terms of this Agreement.

6.5 Severability

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be in any way affected.

6.6 Assignment

FlyingMedicine Ltd may assign or sub-contract the performance of laboratory tests (in whole or in part) to suitably accredited laboratories. The Client may not assign this Agreement or any of its rights or obligations hereunder without the prior approval of FlyingMedicine Ltd.

6.7 Relationship of the parties

It is acknowledged and agreed that FlyingMedicine Ltd and the Client are independent contractors and nothing in this Agreement shall create or be construed as creating a partnership or a relationship of agent and principal between the parties. The Client acknowledges and agrees that, in requesting Services from FlyingMedicine Ltd, it is not acting as agent for any patient or patients to which the Services relate.

6.8 Notices

All notices given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or by prepaid first class recorded delivery. All notices shall be delivered at or sent, in the case of FlyingMedicine Ltd, to Abbots House, 198 Lower High Street, Watford, WD17 2FF and, in the case of the Client to the address and/or fax number specified in the Pathology Request Form submitted by the Client (or such other address as that party shall notify in writing to the other for this purpose). A notice sent by post shall be deemed to be served at 9.00am on the second business day following the date of posting; a notice sent by facsimile transmission shall (subject to posting of a hard copy as provided above) be deemed to have been served at the time it is transmitted if transmitted within business hours (9.00am to 5.00pm) on a business day or, if transmitted outside such business hours on a business day or on a day which is not a business day as soon thereafter as such business hours commence.



6.9 Governing law

This Agreement shall be governed by and construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English Courts.

7. INTERPRETATION

7.1 In these Terms and Conditions: -

“**This Agreement**” means the contract between FlyingMedicine Ltd and the Client for the supply of the Services, incorporating these Terms and Conditions.

“**Client**” means the person or organisation requesting Services from FlyingMedicine Ltd and for whom FlyingMedicine Ltd has agreed to provide the Services

“**Sample**” “**Services**” means a sample provided by the Client to FlyingMedicine Ltd for investigation.

“**Test**” means the conduct of the Tests specified and/or such other services as FlyingMedicine Ltd has agreed to supply to the Client.

“**Lab test**” means a laboratory test agreed to be carried out by FlyingMedicine Ltd on a Sample supplied by the Client.

7.2 References to the singular include the plural and vice versa.

7.3 Paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.