

Our Terms and Conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply our services (such as, but not limited to, clinical/medical assessments).

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide 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.

2. Information about us and how to contact us

2.1 Who we are. We are Ryminster Medical Services Limited trading as D4Drivers, a company registered in England and Wales. Our company registration number is 06070057 and our registered office is at Charlesworth Court Knights Way, Battlefield Enterprise Park, Shrewsbury, SY1 3AB.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0808 178 0725 or by writing to us at bookings@d4drivers.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How to book an appointment with us. To arrange an appointment for a medical assessment, please place your booking request online at www.d4drivers.uk or, call us on 0808 178 0725 or email us at bookings@d4drivers.uk.

3.2 How we will accept your request for an appointment. Our acceptance of your request to arrange an appointment will take place when we email you to accept it, at which point a contract will come into existence between you and us. The email will notify you of the date of your appointment, the time and what to bring with you when attending the appointment.

3.3 If we cannot accept your appointment request. If we are unable to accept your request for an appointment, we will inform you of this and will not charge you for the appointment. This might

be because we do not have any suitable appointment slots available on your requested date or, because of unexpected limits on our resources which we could not reasonably plan for.

3.4 Your appointment reference number. We will assign an appointment reference number to your appointment request and tell you what it is when we accept your request. It will help us if you can tell us the appointment reference number whenever you contact us about your appointment.

3.5 Email confirmation. We will issue an email confirmation to you following acceptance of your appointment by us. If you do not receive this confirmation prior to the date of your appointment, you must inform us so that we can arrange for this to be sent to you. You must not fail to attend an appointment because you have not received the email confirmation and if you choose not to attend the appointment because of this, you will not be issued a refund for the medical examination.

4. Your obligations

4.1 You are responsible for ensuring you book the correct medical assessment. Please note it is your full and sole responsibility to ensure that the type of medical examination you book is appropriate to your needs. We will not, under any circumstance, accept any responsibility or liability for incorrectly booked assessments.

4.2 What to bring to your appointment. When attending your appointment, you must:

- (a) have and provide full details of any medication that you are currently prescribed;
- (b) have and provide glasses if worn for driving and a recent copy of your most recent optical prescription detailing the strength of your current optical prescription
- (c) have and provide the full address and contact details for your registered GP. If you are not registered with a GP, you must state this on your form by writing “not registered”; and
- (d) You must bring your driving licence or in date passport with you as proof of identity. If you have not got a photo card licence you must bring another form of id such as a passport.

Failure to provide any information stated in 4.2(a) or (b) or (c) above will result in the medical assessment being cancelled and you will be charged in full for that cancelled assessment in addition to the fee for any rearranged assessment.

4.3 Medical assessments for a taxi licence. If you require a medical assessment for a taxi licence, you:

- (a) must bring with you to the appointment, the medical form that is required from the local authority responsible for issuing your taxi licence;

- (b) must check the licensing policy of the local authority you are using to apply for the taxi licence and bring with you the necessary medical records if these are mandated in any such policy;
- (c) must ensure that the local authority that is issuing your taxi licence will accept a form completed from a doctor who is not your registered GP. We will not, under any circumstance, provide a refund for the medical appointment due to your local authority not accepting the completion of a medical examination carried out by one of our doctors.

Failure to provide any information stated in 4.3(a) or (b) above will result in the medical assessment being cancelled and you will be charged in full for that cancelled assessment in addition to the fee for any rearranged assessment.

4.4 Appointments for eye tests. This clause applies if you have arranged an appointment for an eye test.

- (a) The eye test will be performed with a Snellen chart. This chart may be wall mounted or portable. Please note you will receive a screening eye test to meet the DVLA requirements and this is not the same as or equivalent to a formal assessment carried out by an optician (who is fully equipped with the specialist examination equipment). If you do not comfortably pass the screening assessment with one of our clinicians you may be referred (in your best interests and in the interests of road user safety) to your optician to undertake a formal and more advanced assessment. We will not be liable for any costs incurred by you (e.g. the cost for an eye test with your optician) in such circumstances.
- (b) If you fail your eyesight test the clinician will inform that your sight does not meet the necessary criteria for the medical examination. In such circumstances, you may either: (i) carry on with the rest of the examination and complete the form; or (ii) you can visit an optician who will provide recommendations on corrective measures so that you meet the criteria. For the avoidance of doubt, any subsequent medical examinations will be charged for in full, in addition to the fee paid by you for the initial appointment to see our clinician.

4.5 Blood pressure. Your blood pressure will naturally fluctuate and may increase at times of stress (which for some people, can be around the time of their medical assessment). We use calibrated electronic blood pressure monitors and transcribe the reading from those monitors exactly on to your form. We will not under any circumstance hold responsibility for or otherwise accept be liable for any readings which exceed the DVLA standards of 179/99 mmHg. If your blood pressure exceeds either of these numbers you may be the subject of further investigation by the DVLA and this may delay the provisions of your licence. The fee payable for your medical appointment includes the price of taking one blood pressure reading only. Any further readings are at the discretion of the clinician but are not mandated by the payment of the examination fee and we are not bound to offer serial blood pressure readings at your appointment.

4.6 Language barrier. The doctor will only complete the medical examination if they are satisfied that you have a sufficient understanding of all of the questions asked of you. It is your responsibility to arrange for a translator to attend the appointment with you if there is likely to be a language barrier between you and the doctor. Please note we will not provide a refund for any medical appointment where the medical assessment cannot be carried out due to a perceived language barrier.

5. Cancellations and amendments to appointments

5.1 Cancellation by you. In the event that you wish to cancel your medical appointment, you must provide us with at least 3 working days' notice (Monday to Friday). Where you provide us with this notice, we will refund the fee paid by you for the cancelled medical appointment. If you arrange an appointment with us that is due to take place within 3 working days from the date of booking the appointment, you accept that you lose your right to cancel that appointment due to the short timescales between the date of booking and the date of attendance. In the event that you do not provide us with the correct notice in accordance with this clause 5.1, you will lose the fee paid for the medical appointment and this will not be refunded to you.

5.2 Failure to attend / delay in attending. If you fail to attend a medical appointment or, are late in attending an appointment and we are unable to uphold it due to the fact that you were late, you will not, under any circumstance receive a refund for the fee paid for the medical appointment.

5.3 Postponed appointments. (a) Credit for postponed appointments will only be valid for a maximum of 30 days after the date of postponed appointment. (b) Your appointment can only be cancelled or re-arranged once. Subsequent changes to your appointment will incur another booking fee.

5.4 Cancellation by us. If we are unable to uphold your medical appointment for any reason (for example, because a doctor is unable to attend the clinic on a particular date) we will notify you of this as soon as it is reasonably practicable to do so and do our best to rearrange your appointment for another date / time. Our liability for the cancelled appointment will be limited to the refunding of the sum paid by you for the medical appointment and we will not, under any circumstance, accept liability for or otherwise be held responsible for any consequential loss that you might incur as a result of the cancellation.

6. Contact from the DVLA and your obligation to check the form

6.1 Information that a doctor/clinician might record about you. If in the course of the clinical assessment or in response to any information provided or apparent the assessing doctor determines that on balance, it is more likely that there is a problem than not, he is

professionally bound to record this. It is in your interests to address any health concerns which the doctor finds clinical or other evidence of. Consequently, if, in raising a concern about your health and recording this, there is an issue with your licence to undertake a role, no refund shall be made to you for the medical examination as the of the examination will have been fulfilled.

- 6.2 Reliance on information.** We are providing a clinical assessment and not in any way in control for the decision of other parties on that information. We will not accept responsibility for or otherwise be held liable for any subsequent losses which arise if your licence is delayed or refused.
- 6.3 Contact made by the DVLA.** If after completing a medical assessment, you receive contract from the DVLA requesting for a form to be recompleted / amended, you must inform us of this immediately. We may request that you: (a) visit the clinic again to be seen by a doctor; and/or (b) send the original completed form back to us, so that a doctor can review and amend this as appropriate.
- 6.4 You must check the form before submitting it.** Whilst our doctors will use their reasonable endeavours to complete a form accurately, there may be circumstances where the form is not completed correctly. It is your full and sole responsibility to check the form for accuracy and completeness before it is submitted to the relevant third part (such as the DVLA or local authority). If you have any concerns / questions about a form or, do not understand something stated within the form, you should raise those concerns/questions with us during the medical assessment or, where this is not possible, after the medical assessment but before you submit your form.
- 6.5 Our liability for incorrectly completed forms.** If your licence is delayed or refused due to any of our acts or omissions (such as failing to complete the form with one hundred percent accuracy) you accept and acknowledge that our liability will be limited to the cost of the medical examination that you booked with us. You agree, without exception, that any losses or costs arising directly or indirectly from the form not being completed correctly / completed cannot be claimed for against us.
- 7. Delays outside of our control**
- 7.1 We are not responsible for delays outside our control.** If the provision of our 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

8. Price and payment

8.1 Where to find the price for the medical examination. The price of the medical examination (which includes VAT) will be the price indicated on www.d4drivers.uk/price-list.

8.2 When you must pay and how you must pay. We accept payment with credit or debit card including Visa, Mastercard or Maestro. We do not accept American Express. You must pay us in advance the full price of the medical examination before the date of your appointment. Your appointment will not be confirmed until such time as we have received payment in full for the medical examination from you.

9. Our responsibility for loss or damage suffered by you

9.1 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.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services, including the right to receive services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care.

9.3 We are not liable for business losses. If you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10. How we may use your personal information

10.1 How we may use your personal information. We will only use your personal information as set out in our privacy policy: www.d4drivers.uk/privacy-policy.

11. Other important terms

11.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- 11.2 Nobody else has any rights under this contract.** 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.
- 11.3 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.
- 11.4 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 11.5 Which laws apply to this contract and where you may bring legal proceedings.** 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.