

## Terms of Use

You are entering a contract to have a clinical assessment and completion of relevant paperwork which will be conducted with reasonable skill and care. In both real and legal terms this is not the standard of perfection.

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 clinician finds clinical or other evidence of. Therefore if, in raising a concern about your health and recording this, there is any further issue with your licence to undertake a role, no refund shall be due since the purpose of the assessment shall have been fulfilled. We are providing a clinical assessment and not in anyway in control for the decision of other parties on that information; we are therefore not liable for any subsequent losses which arise if your licence is delayed or refused. 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 then please take some other form of id such as a passport. Failure to provide photographic identification will result in the medical being cancelled and another charge incurred for the rescheduled medical examination.

1. You must have full details of any medication that you are currently prescribed. Failure to provide information will result in the medical being cancelled and another charge incurred for the rescheduled medical examination.
2. You must have the 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'. Failure to provide this information will result in the medical being cancelled and another charge incurred for the rescheduled medical examination.
3. If you fail your eyesight test the doctor will inform you that your sight does not meet the necessary criteria for the medical examination. You may either:
  - a. Carry on with the rest of the examination and complete the form, or;
  - b. You can visit an optician who will provide recommendations on corrective measures so that you meet the criteria. Any subsequent medical examinations with us will be charged in full.
4. If you are requiring a medical for a taxi licence you are required to bring with you the medical form that is required from the local authority that is issuing your taxi licence. Failure to provide this medical form will result in the medical being cancelled and another charge incurred for the rescheduled medical examination.

5. If you are requiring a medical for a taxi licence you are required to check the licensing policy of the council to which you are applying and to bring with you the necessary medical records if these are mandated. . Failure to provide medical records where these are required will result in the medical being cancelled and another charge incurred for the rescheduled medical examination.
6. If you are requiring a medical for a taxi licence you are required to make sure that the local authority that is issuing your taxi licence will accept a form completed from a doctor who is not your registered GP. No refund will be given if the local authority does not accept our doctors completing the medical examination.
7. Refunds will only be given to medicals that are either cancelled with more than 5 working days (Monday – Friday) notice or postponed with more than 24hours notice. For any medicals cancelled or not attended a refund will not be given.
  - 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.
8. If we are unable to provide a medical which has been booked our liability will be limited to only refunding sums paid for the medical examination. We will not be liable for any consequential loss, by making a booking you are unequivocally accept this.
9. It is the responsibility of the customer to ensure that the type of medical examination booked is appropriate to the needs of the applicant.
10. The eye test will be performed with a Snellen chart. This chart may be wall mounted or portable. You are receiving a screening eye test to meet the DVLA requirements; this is not equivalent to a formal assessment by an optician who is equipped with specialist examination equipment in a specialised examination environment. There may be times when Applicants do not comfortably pass the screening assessment with our clinician and are referred, in their best interests and in the best interests of road user safety, to have a formal and more advanced assessment with an optician. We are not liable for any further costs of eye tests incurred as a result of a screening assessment, nor are we liable for any consequential loss incurred by obtaining such further test.

11. Your blood pressure will naturally fluctuate; it 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; we transcribe the reading exactly on to your form. We are therefore not liable for such readings which exceed the DVLA standards of 180/100 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 your licence: we are not liable for any consequential loss arising from your blood pressure exceeding the DVLA parameters of 180/100 mmHg which delays your licence being granted. Your fee includes the taking one blood pressure reading. 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.
12. The customer will not be entitled to a refund in cases where the medical could not be completed because of a perceived language difficulty. The Doctor will only complete the medical examination if they are satisfied that the customer has a sufficient understanding of all the questions asked of them. It is the customer's responsibility to provide a translator in these circumstances.

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Ryminster Medical Services maintains this site in the United Kingdom and you agree that these terms of use and any legal action or proceeding relating to this site shall be governed by English law without reference to its choice of law rules. If you attempt to bring any legal proceedings against Ryminster Medical Services you specifically acknowledge that Ryminster Medical Services is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using this site to choose English law to govern any such proceedings, we will probably choose to defend any such action in England and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited this site.

You are responsible for complying with the laws of the jurisdiction from which you are accessing this site and you agree that you will not access or use the information on this site in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you through this site shall be deemed non-confidential and non-proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

Ryminster Medical Services does not accept unauthorised idea submissions outside of established business relationships. To protect the interests of our current clients and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, Ryminster Medical Services cannot and does

not treat any such submissions in confidence. Accordingly, please do not communicate unauthorised idea submissions to Ryminster Medical Services through this website. Any ideas disclosed to Ryminster Medical Services outside a pre-existing and documented confidential business relationship are not confidential and Ryminster Medical Services may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. Ryminster Medical Services will make every reasonable effort to return or destroy any unauthorised idea submissions without detailed review of them. However, if a review is necessary in Ryminster Medical Services' sole discretion, it will be with the understanding that Ryminster Medical Services assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to Ryminster Medical Services through this website, you agree to be bound by the terms of this stated policy.

## **Privacy Policy**

Ryminster Medical Services respects your privacy and is committed to protecting the personal information that you share with us. Generally, you can browse through our website without giving us any information about yourself. When we do need your personal information to provide services that you request or when you choose to provide us with your personal information, this policy describes how we collect and use your personal information.

### **Information Collection**

Personal information means any information that may be used to identify an individual, including, but not limited to, a first and last name, email address, a home, postal or other physical address, other contact information, title, birth date, gender, occupation, industry, personal interests, or other information when needed to provide a service you requested.

When you browse our website, you do so anonymously. We don't automatically collect personal information, including your email address. We do log your IP address (the Internet address of your computer) to give us an idea of which part of our website you visit and how long you spend there. But we do not link your IP address to any personal information. Like many other commercial websites, the Ryminster Medical Services website may use a standard technology called a "cookie" to collect information about how you use the site. Please go to "Cookies and Tracking Information" below for more information.

Ryminster Medical Services collects personal information when you register for a Ryminster Medical Services account, when you use certain Ryminster Medical Services products or services, when you register to attend a seminar or participate in an online survey, when you ask to be included in an email or other mailing list, or you submit an entry for a sweepstakes or other promotions, or when you submit your personal information to Ryminster Medical Services for any other reason. From time to time, Ryminster Medical Services receives personal information from business partners and vendors. Ryminster Medical Services only uses such information if it has been collected in accordance with acceptable privacy practices consistent with this Policy and applicable laws.

### **Notice**

When personal information is collected, we will inform you at the point of collection the purpose for the collection. Ryminster Medical Services will not transfer your personal information to third parties without your consent, except under the limited conditions described under the discussion entitled "Information Sharing and Disclosure" below. If you choose to provide us with your personal information, we may only transfer that information, within Ryminster Medical Services or to our third party service providers with your permission. Upon receiving your permission, we may transfer your information across borders and from your country or jurisdiction to other countries or jurisdictions around the world.

We will always give you the opportunity to "opt out" of receiving direct marketing or market research information. This means we assume you have given us your consent to collect and use your information in accordance with this Policy unless you take affirmative action to indicate that you do not consent, for instance by clicking or checking the appropriate option or box at the point of collection. In

some cases, when applicable, we will provide you with the opportunity to "opt in." This means we will require your affirmative action to indicate your consent before we use your information for purposes other than the purpose for which it was submitted.

### **Cookies and Tracking Technology**

A cookie is a small data file that certain websites write to your hard drive when you visit them. A cookie file can contain information such as a user ID that the site uses to track the pages you've visited, but the only personal information a cookie can contain is information you supply yourself. A cookie can't read data off your hard disk or read cookie files created by other sites. Some parts of Ryminster Medical Services' website use cookies to track user traffic patterns. We do this in order to determine the usefulness of our website information to our users and to see how effective our navigational structure is in helping users reach that information.

If you prefer not to receive cookies while browsing our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse all cookies by turning them off in your browser, although you may not be able to take full advantage of Ryminster Medical Services' website if you do so. You may be required to accept cookies in order to complete certain actions on our website. You do not need to have cookies turned on, however, to use/navigate through many parts of our website, except access to certain of Ryminster Medical Services' web pages may require a login and password.

### **How We Use Information Collected**

Ryminster Medical Services uses information for several general purposes: to fulfil your requests for certain products and services, to personalise your experience on our website, to keep you up to date on the latest product announcements, software updates, special offers or other information we think you'd like to hear about either from us or from our business partners, and to better understand your needs and provide you with better services. We may also use your information to send you, or to have our business partners send you, direct marketing information or contact you for market research.

### **Information Sharing and Disclosure**

Your personal information is never shared outside Ryminster Medical Services without your permission, except under conditions explained below.

Ryminster Medical Services may send your personal information to other companies or people under any of the following circumstances: when we have your consent to share the information; we need to share your information to provide the product or service you have requested; we need to send the information to companies who work on behalf of Ryminster Medical Services to provide a product or service to you (we will only provide those companies the information they need to deliver the service, and they are prohibited from using that information for any other purpose); or we want to keep you up to date on the latest product announcements, software updates, special offers or other information we think you'd like to hear about either from us or from our business partners (unless you have opted out of these types of communications). We will also disclose your personal information if required to do so

by law, to enforce our Terms of Use, or in urgent circumstances, to protect personal safety, the public or our websites.

#### **Children and Privacy**

Our websites do not target and are not intended to attract children under the age of 15. Ryminster Medical Services does not knowingly solicit personal information from children under the age of 15 or send them requests for personal information.

#### **Third Party Sites**

Ryminster Medical Services' website contains links to other sites. Ryminster Medical Services does not share your personal information with those websites and is not responsible for their privacy practices. We encourage you to learn about the privacy policies of those companies. Our website may contain links to websites operated by other companies. Some of these third-party sites may be co-branded with a Ryminster Medical Services logo, even though they are not operated or maintained by Ryminster Medical Services. Although we choose our business partners carefully, Ryminster Medical Services is not responsible for the privacy practices of websites operated by third parties that are linked to our site. Once you have left our website, you should check the applicable privacy policy of the third -party website to determine how they will handle any information they collect from you.

#### **Changes to this Privacy Policy**

Ryminster Medical Services will amend this policy from time to time. If we make any substantial changes in the way we use your personal information we will make that information available by posting a notice on this site.

#### **Questions or Suggestions**

If you have questions or concerns about our collection, use, or disclosure of your personal information, please contact us online.

For further information or advice please contact Ryminster Medical Services via our contact form or call +44 0808 178 0725.