# **Terms and Conditions – Humbermed Limited**

## 1. Acceptance

Your access to and use of Humbermed.co.uk is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

Humbermed Limited provides Occupational Health Medicals from premises C/o Molescroft Surgery, 30 Lockwood Road, Beverley HU17 9GW. Appointments can be booked and paid for via the link on the website humbermed.co.uk. Appointment booking is handled by Simplybook.me. Payments are handled by PayPal.

# 2. Payment details

Humbermed.co.uk uses PayPal to process payments securely via the appointment system provided by Simplybook.me.

PayPal Terms and Conditions can be found here: https://www.paypal.com/uk/webapps/mpp/ua/useragreement-full?locale.x=en\_GB.

## 3. Booking and Cancellation Policy

The online Appointment System used by Humbermed is provided by Simplybook.me, Simplybook.me Terms and Conditions can be found here:

https://simplybook.me/en/terms-and-conditions

If you need to rearrange or cancel the appointment that you have booked you will need to contact us by email at info@humbermed.co.uk or call us on 07522 375383 and we will rearrange or cancel the appointment for you. Please note the appointment system will require you to pay again if you book another appointment.

Appointments cancelled or rearranged within 24 hours of the appointment time will be chargeable and if you fail to attend for your medical we will not be able to refund any of the cost of the medical.

# 4. Advice

The contents of Humbermed.co.uk website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

### 5. Change of Use

Humbermed Limited reserves the right to:

- 5.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Humbermed Limited shall not be liable to you for any such change or removal and.
- 5.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

### 6. Links to Third Party Websites

Humbermed.co.uk website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

Therefore, we cannot be responsible for the protection and privacy of any information you provide whilst visiting such sites and you should exercise caution and check the terms and conditions and privacy policies which apply to third party websites.

## 7. Copyright

- 7.1 All copyright, trade marks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Humbermed Limited or otherwise used by Humbermed Limited as permitted by law.
- 7.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use.

## 8. Disclaimers and Limitation of Liability

- 8.1 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data we cannot guarantee the security of your data transmitted to our site.
- 8.2 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 8.3 To the extent permitted by law, Humbermed Limited will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.
- 8.4 Humbermed Limited makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.
- 8.5 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Humbermed Limited for death or personal injury as a result of the negligence of Humbermed Limited or that of its employees or agents.

### 9. Indemnity

You agree to indemnify and hold Humbermed Limited and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Humbermed Limited arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

### 10. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## 11. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of United Kingdom and you hereby submit to the exclusive jurisdiction of the United Kingdom courts.

# **Privacy Policy – Humbermed Limited**

This Privacy Policy governs the manner in which Humbermed Limited may collect, use, maintain and disclose information collected from users (each, a "User") of the website humbermed.co.uk ("Site"). This privacy policy applies to the Site and all products and services offered via Humbermed.co.uk.

Simplybook.me Privacy Policy can be found here: https://simplybook.me/en/policy

### **Personal Identification Information**

We collect personal identification information:-

- 1) From Users when Users book appointments via the link on our site to simplybook.me. To book an appointment via the link on our website to Simplybook.me users will be asked for name, email address, phone number. This user information ie. Name, email address and phone number will be automatically deleted from the symplybook.me appointment system after a period 6 months.
- 2) When you attend for medical examination and assessment your consent will be sought and personal information that you provide in person when completing our forms and from other medical practitioners will be collected including when you receive or take part in an assessment.
- 3) That you provide when you contact us by phone, email or otherwise

The type of information we collect from you is as follows:

- Personal contact details such as name, title, postal address, telephone number, and personal email address.
- Date of Birth, gender, marital status, next of kin
- Special categories of data such as information about your health, including and medical condition, health and sickness records
- Employment information

### How we use your Information

We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:-

- To provide a client, employer or prospective employers with advice regarding your fitness for work and if applicable to identify alterations that should be made to your working environment;
- With your consent information will be used to carry out or to assist others to carry our medical diagnosis and provide health care treatment including sharing information with your General Practitioner or other medical specialists if deemed necessary.
- To carry out our obligations arising from any contracts entered into between you and us and to provide you with the information products and services that you request from us.
- For our internal record keeping;
- To appropriately deal with any complaints or issues with our services or website;

#### Where we store Information

Information will be stored securely inside the European Economic Area ("EEA") and processed electronically, securely and confidentially by Humbermed Limited.

### **Data Retention**

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or insurance requirements.

### **Our Website**

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data we cannot guarantee the security of your data transmitted to our site.

## How we protect your Information

We do not sell, trade or rent personal identification information to others.

### **Web Browser Cookies**

Our Site may use "cookies" to enhance User experience. User's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

## **Third Party Websites**

Our site may contain links to other sites and services of third parties. If you use these links, you should note that we do not control the content of links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our Site, is subject to that website's own terms and policies. Therefore, we cannot be responsible for the protection and privacy of any information you provide whilst visiting such sites and such sites are not governed by this policy. You should exercise caution and check the terms and conditions and privacy policie which apply to third party websites.

## Your Acceptance of these terms

By using this Site, you signify your acceptance of this policy and the Terms and Conditions above. We may update or amend this policy from time to time by publishing a new version on our website. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

### Contacting us

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please contact us at:-

Humbermed Limited, C/o Molescroft Surgery, 30 Lockwood Road, Beverley. HU17 9GQ.