

MyOccHealth Terms & Conditions of Referral

1. Booking

- a. By completing the referral form and paying, you (or those whom you are acting for as a servant or agent) are creating contract with Ryminster Medical Services Ltd, company number 06070057 (trading as MyOccHealth) hereinafter referred to as MOH; for occupational health (OH) advice.
- b. You must complete the referral form fully and accurately in order to initiate a referral to MOH
- c. All referral forms must be accompanied by a signed consent form which has been completed by the employee
- d. When completing the referral form, you will be permitted to add three additional questions for our specialist to address and include in the report
 - i. Our specialist will not answer any questions which they are not suitably qualified to answer or which they deem inappropriate to answer
 - ii. Our specialist will not answer any additional questions they deem to have already been answered elsewhere in the report but will instead indicate where in the report the question has been answered
- e. Consultations will be completed by telephone or skype unless specified otherwise
- f. MOH shall offer the earliest available consultation and on acceptance by you either orally or in writing, the execution of this contract shall be deemed to occur at the agreed consultation time
- g. The clinician conducting the consultation shall make three attempts to contact the subject, where possible a message will be left. If after three attempts of contact, there is no answer then the consultation will be deemed to have failed.
- h. If the subject is using a portable device, it is at the clinician's discretion to deem if a consultation fails because of poor reception or repeated interruption

2. Cancellation/Re-arranged Consultations

- a. All cancellations must be made by email to enquiries@myocchealth.co.uk (Mon-Fri, 8.30-17.00 exc. Bank Holidays)
- b. Any consultations cancelled within 24 hours (working days only) of the consultation time or not attended will result in a refund of no more than half of the fee paid, plus VAT
- c. You may postpone a consultation, if this is advised at least 24 hours (working days only) prior to the consultation time, for up to thirty consecutive days. Thereafter you will be refunded no more than half of the fee paid, plus VAT.
- d. If MOH is unable to carry out a consultation for whatever reason, you unequivocally accept that MOH's liability shall be limited to no more than the fee which you paid for the consultation. MOH shall not be responsible for any consequential loss.

3. Payment/Accounts

- a) Payment for all consultations submitted online at www.myocchealth.co.uk will be taken via debit or credit card once your referral has been submitted
- b) Account facilities and extended payment terms may be offered subject to an application from you and this application meeting MOH criteria including a satisfactory credit check
- c) Standard payment terms are 30 days from date of invoice unless specified otherwise
- d) Any invoices which are overdue by more than 60 days from the date of the invoice will be subject to interest charged at 4%
- e) Failure to pay invoices on time may result in credit facilities being removed at any time, at our discretion
- f) Reports may be withheld if any payment is overdue and until such time as your account has been settled in full

4. Your obligations and responsibilities

- a. You must co-operate with us in all matters relating to the services;
- b. It is your responsibility to ensure that the consultation mode is appropriate
- c. It is your responsibility to ensure that referral form is accurate and complete. Any information which is missed from the referral form which is later required to be incorporate into the medical report will incur additional charges.
- d. As the referred you are responsible for the content and accuracy of the referral form. Be aware that under a subject access request the referral form may be viewed by the subject of the referral and any inaccurate information or personal comments about the subject would be available to that person.
- e. Being responsible for the content of the referral form you are indemnifying MOH against any complaint or claim arising from inaccurate or false information contained therein
- f. You must not, under any circumstance, contact or attempt to contact a consultant or any of our medical staff directly, with a view to arranging a medical assessment or procuring services from them. All referrals and enquires must be made to 0330 094 5866 or enquiries@myocchealth.co.uk
- g. You must not, under any circumstance, use our company logo or any other associated images or trademarks of Ryminster Medical Services and/or MyOccHealth without our prior written consent.

5. Our obligations and responsibilities

- a. We will ensure that all our clinicians hold the appropriate professional registration and insurance
- b. We will ensure that all our clinicians are selectively recruited and trained in order to ensure a reasonable standard of service is provided
- c. If the clinician requires access to medical records in order to complete the assessment, we will notify you of this at the earliest opportunity
- d. We will confirm all appointments in writing by email with the referring party and the employee.
- e. If for any reason we need to cancel an instruction or consultation, we will notify you of this as soon as possible. We will use our reasonable endeavours to rearrange that appointment with you and where it is not possible to rearrange the appointment, we will not charge

you for that appointment. We shall not under any circumstance be responsible for or otherwise hold any liability for any Appointments cancelled and/or rearranged by us and by signing this agreement you accept that there may be circumstances where we need to cancel and/or rearrange an Appointment.