

Terms and Conditions

IMY Diagnostics – Innovative Medicine for You provides diagnostic and sample collection services in partnership with **The Doctors Laboratory (TDL)**. Our facilities are equipped to ensure safe and reliable sample collection, rapid testing on site where applicable, and secure transfer of specimens for full laboratory analysis.

Patient safety, confidentiality, and quality of care are our main priorities. All registered doctors are licensed with the **General Medical Council (GMC)**, and our nurses and phlebotomists hold the necessary professional qualifications and undergo regular training in line with UK regulatory requirements. Our staff are committed to delivering services in accordance with clinical best practice, patient care standards, and our internal Code of Conduct. We are also committed to equality, diversity, and respect for all patients.

1. Your Contract with IMY Diagnostics

1.1 These Terms, together with the Patient Registration Form, form your contract with IMY Diagnostics (“Contract”) for diagnostic services and any related medical consultations. By signing the Registration Form, you confirm that you agree to be bound by these Terms.

1.2 The Contract applies throughout the period during which you receive care or services from IMY Diagnostics. Please ensure that you read these Terms and the Registration Form carefully.

1.3 If there is any conflict between these Terms and the Registration Form, these Terms will take precedence. If there is any conflict between the Contract and any marketing or promotional material published by or on behalf of IMY Diagnostics, the Contract will take precedence.

1.4 IMY Diagnostics reserves the right to amend these Terms at any time. However, changes will only apply to new episodes of care or service packages. If you have already begun receiving services, the previous Terms will remain valid for that course of care, and you will be asked to agree to the revised Terms before they apply to any future services.

1.5 IMY Diagnostics will make every effort to provide the services as described on our website and in published materials. However, we reserve the right to reschedule or cancel an appointment for reasons beyond our control, including but not limited to operational or technical issues, medical considerations, or unforeseen external events. Where this occurs, we will give you as much notice as possible and work with you to arrange a suitable alternative appointment or service.

1.6 A copy of IMY Diagnostics’ Standard Rates for services is available on our website or upon request at reception.

2. Partnership with The Doctors Laboratory (TDL)

2.1 IMY Diagnostics operates as a sample collection and diagnostic centre. While some rapid tests are performed on site, the majority of laboratory analysis is carried out by our accredited partner, **The Doctors Laboratory (TDL)**, based in London, UK.

2.2 By registering with IMY Diagnostics and providing samples for analysis, you agree that your specimens and relevant medical information may be securely transferred to TDL for processing.

2.3 IMY Diagnostics remains responsible for the collection, secure handling, and transfer of your samples, while TDL is responsible for the analysis, testing, and preparation of laboratory reports.

2.4 The results of your tests will be provided to you by IMY Diagnostics, and where necessary, discussed during a consultation with one of our registered medical professionals.

3. Insured Patients

3.1 This section applies to patients whose diagnostic services, consultations or tests at IMY Diagnostics are covered by private medical insurance.

3.2 Insurance Cover

3.2.1 Before booking your first appointment, it is your responsibility to check with your insurer that your policy covers the diagnostic services you intend to receive. You will be required to provide your policy details on the Patient Registration Form.

3.2.2 IMY Diagnostics will not contact your insurer to confirm the validity or extent of your cover, and we will not obtain such confirmation on your behalf.

3.2.3 IMY Diagnostics will only verify, where applicable, that your insurer has pre-approved specific services or consultations before they take place. Any issues regarding approval or cost will be discussed directly with you.

3.3 You are responsible for keeping both IMY Diagnostics and your insurer updated with any changes to your personal details or services required. Please note that some insurers use guidelines that may not always match the medical opinion of our doctors or other healthcare professionals. This may mean that certain tests or consultations will not be covered by your insurance, and you will be required to pay for these directly.

3.4 Regardless of your insurance arrangements, you remain responsible for payment of your care.

3.5 Where you have private medical insurance:

- It is your responsibility to ensure that IMY Diagnostics and your insurer have all necessary information to process your claim. If the claim cannot be processed due to missing or inaccurate information, you will be invoiced directly.
- If your insurer settles invoices directly with IMY Diagnostics, the agreed insurer rates will apply. If no such rate exists, IMY Diagnostics' Standard Rates will apply.
- If you pay for your services and later claim reimbursement from your insurer, and no other rate has been agreed, IMY Diagnostics' Standard Rates will apply.

- You remain liable for any balance not paid by your insurer. If payment is not received from your insurer within 30 days, IMY Diagnostics will invoice you directly.

3.6 Please note that insurance policies may not cover all costs, including certain additional services or consumables (e.g., specialist test kits, courier services). These will be invoiced directly to you.

3.7 Where IMY Diagnostics invoices you directly, you agree to pay within 7 days of the invoice date using an accepted payment method. Please contact us immediately if you believe there is an error on your invoice.

4. Changes to Your Care

4.1 If you decide not to proceed with your booked diagnostic service, consultation, or package, you must notify IMY Diagnostics in writing or by telephone as soon as possible.

4.2 If your service has already commenced, you will be responsible for paying the cost of all services provided up to the point of cancellation. An invoice will be issued, payable within 7 days from the date of issue. Charges will be calculated according to IMY Diagnostics' Standard Rates.

4.3 If you have prepaid for a package of services, IMY Diagnostics will refund your payment, less the value of any services already provided. Refunds will only be made to the original payer using the same method of payment.

4.4 If your doctor or healthcare professional cancels your booked service for medical reasons, and you have already prepaid, IMY Diagnostics will refund your payment, less the costs of any services provided up to the time of cancellation. These will also be charged at Standard Rates.

5. Self-Pay

5.1 This section applies if you are paying for your own diagnostic services or consultations at IMY Diagnostics.

5.2 If you attend IMY Diagnostics for tests (e.g. blood tests, urine tests, or rapid diagnostic procedures), consultations, or other healthcare services, you will be charged at IMY Diagnostics' Standard Rates.

5.3 Upon request, and before receiving any services, IMY Diagnostics can provide you with an estimate of costs. Please note that it may not always be possible to provide an exact quote in advance, as the final cost may depend on additional tests or services required. You remain responsible for the full payment of all services you receive.

5.4 Before receiving any services, you will be asked to complete a Registration Form, where you will be informed of self-pay rates and payment terms.

5.5 After your appointment or diagnostic service, you will receive an invoice or payment request. Payment must be made immediately using an Accepted Method of Payment, without deduction or set-off.

5.6 IMY Diagnostics reserves the right to debit outstanding amounts from your registered debit or credit card in accordance with these Terms. All services will be charged at IMY Diagnostics' Standard Rates.

5.7 While IMY Diagnostics and our healthcare professionals will provide services in accordance with best medical practice, you acknowledge that no medical service, consultation, or diagnostic procedure can be guaranteed to produce a specific outcome.

6. Clinical Review

6.1 At IMY Diagnostics, we are committed to ensuring the highest standards of patient care. However, you acknowledge that no medical procedure, including diagnostic testing or treatment, is entirely risk-free, and outcomes cannot be guaranteed.

6.2 The standard fees at IMY Diagnostics include the cost of addressing any complications that arise directly as a result of the procedures or diagnostic services you receive at our Clinic, provided that you have followed the medical advice and aftercare instructions given by our healthcare professionals. IMY Diagnostics does not cover any unrelated long-term care, home care, or treatment required for reasons not connected with our services.

6.3 Whether a complication is clinically connected to the procedure or diagnostic test you have undergone will be determined by the attending doctor or healthcare professional. Treatment for such complications may include follow-up consultations, repeat tests, or other necessary care, as agreed by IMY Diagnostics.

6.4 If you fail to follow the medical advice or aftercare instructions provided by our healthcare professionals, or if any complications are not directly related to the procedure or diagnostic services performed at IMY Diagnostics, you will be responsible for covering the cost of any further treatment. Such treatment will not be included in our standard fees, and you will be invoiced accordingly. Payment will be due within 7 days of the invoice date.

7. Remote Services

7.1 The General Medical Council (GMC) registration number of all our Consultants can be supplied upon request. All Consultants who provide prescriptions through IMY Diagnostics systems undertake to comply with the GMC Guidelines on remote prescribing and the Care Quality Commission (CQC) standards of safety and quality.

7.2 IMY Diagnostics offers Remote Services ("Telephone and Video Consultations") for both new and existing patients. The current rates for these services can be found on our website.

7.3 Remote Services can be booked online through our website or by contacting IMY Diagnostics directly. We may ask you to provide certain personal information in order to deliver these services. If you do not provide this information when requested, we may be unable to provide Remote Services.

7.4 Some medical conditions are not suitable for remote consultations. You should always seek in-person medical advice if you are unsure whether you can properly communicate your medical needs through Remote Services, or if you have concerns about the advice you receive.

7.5 Remote Services must not be used in case of a medical emergency or when a physical examination is clearly required.

7.6 IMY Diagnostics uses secure third-party platforms to provide video consultations. The platform used may vary from time to time. While we take reasonable steps to ensure quality and security, IMY Diagnostics is not responsible for technical issues arising from the platform provider or your internet/telephone connection.

7.7 Telephone consultations can be arranged directly by contacting IMY Diagnostics.

7.8 We do not guarantee the availability of any particular Consultant at a specific time. We will make reasonable efforts to arrange a consultation at a convenient time, but availability may vary. Remote consultations are usually limited to 15 or 30 minutes.

7.9 Remote Services may be affected by events outside our control (for example, technical outages). In such cases, we will notify you and attempt to reschedule the consultation.

7.10 Consultations should not be recorded or shared on social media or other public platforms.

Remote Prescriptions

7.11 IMY Diagnostics does not provide prescriptions for controlled drugs (as defined by the Misuse of Drugs Act 1971).

7.12 Prescriptions issued are private prescriptions. The cost of prescribed medicines is set by the pharmacy and is independent of IMY Diagnostics fees. You are free to choose any pharmacy.

7.13 If you ask us to send your prescription to a pharmacy, we will make reasonable attempts to do so promptly. However, IMY Diagnostics is not responsible for the pharmacy's acceptance policies, opening hours, costs, or medicine availability.

8. Complaints and Disputes

8.1 You may provide feedback on the services of IMY Diagnostics at any time by contacting us via the telephone number or email address published on our website.

8.2 If you have a concern or complaint about the services or Care provided by IMY Diagnostics, we encourage you to notify us as soon as possible so that we can address the matter promptly.

8.3 Should you wish to submit a formal complaint, please do so at the earliest opportunity using the contact details provided on our website. We may request additional information from you to assist in investigating and resolving your complaint effectively.

8.4 All medical professionals and staff at IMY Diagnostics adhere to applicable regulatory and professional standards. Complaints will be handled in line with these requirements and in accordance with our internal complaints procedure.

8.5 If a disagreement arises between you and IMY Diagnostics in relation to these Terms, we will make every reasonable effort to resolve the matter through direct discussion with you.

8.6 If, after following our internal complaints procedure, you remain dissatisfied, you may escalate your complaint to the Care Quality Commission (CQC) or other relevant regulatory bodies in the UK.

9. General Terms and Conditions

9.1 The following provisions apply in relation to your Care from Consultants:

9.1.1 IMY Diagnostics is not responsible for the acts or omissions of any Consultant, GP, or other independent medical practitioner who is not employed by IMY Diagnostics but is involved in your Care. These individuals act as independent practitioners and are not employees of IMY Diagnostics. Each independent practitioner is required to maintain their own professional indemnity or medical negligence insurance. If you have questions about this cover, you should raise them directly with the relevant practitioner.

9.1.2 IMY Diagnostics will be responsible for compensating you in the event of personal injury or death caused by our negligence or that of our employed staff. Subject to this, and applicable law, IMY Diagnostics' liability will not exceed the fees paid to us by you.

9.1.3 Consultants and their secretarial staff are not authorised by IMY Diagnostics to provide quotations for clinic charges. Any such charges mentioned by them must be confirmed in writing by IMY Diagnostics.

9.2 IMY Diagnostics reserves the right to apply cancellation fees for any appointment cancelled with less than 24 hours' notice. This fee will include any reasonable costs incurred, together with an administrative fee of £50. A cancellation fee notice will be provided in writing and must be paid within 7 days of receipt.

9.3 To help ensure smooth clinic operations, patients are asked to arrive 5–10 minutes before their scheduled appointment with a completed health questionnaire. Patients arriving more than 10 minutes late may be required to wait or reschedule, which may also result in the loss of their deposit.

9.4 Unless otherwise stated in these Terms, IMY Diagnostics' Standard Rates will apply to your Care.

9.5 You must keep IMY Diagnostics updated with any changes to your contact details, as correspondence will be sent to your most recently provided information. Notices will be considered served three working days after posting, or immediately upon confirmed email delivery.

9.6 Please refer to the IMY Diagnostics Privacy Policy for details on how we process your personal data.

9.7 While IMY Diagnostics takes all reasonable steps to safeguard your belongings, we cannot accept responsibility for theft, loss, or damage to any personal property brought onto our premises by you or your visitors.

9.8 Patients remain responsible for paying the costs of their Care. IMY Diagnostics will request credit or debit card details at the time of booking or upon arrival at the clinic. These details may be securely held until all Care costs are settled, whether paid by you or by your insurer. If your

invoice remains unpaid within 7 days, you consent to IMY Diagnostics debiting the outstanding balance from your card.

9.9 If you fail to pay a valid invoice within the specified timeframe, IMY Diagnostics may suspend or refuse to provide further Care until the outstanding balance has been settled.

9.10 Where a parent or guardian signs a Registration Form on behalf of a patient under 18 years of age, they agree to be bound by these Terms and remain responsible for payment of any Care provided, even if the child themselves breaches or is not directly bound by these Terms.

9.10.1 References to “you” within these Terms shall include the parent or guardian in respect of payment obligations.

9.10.2 References to “your” shall include the parent or guardian in relation to obligations arising from the Care of the child.

10. Severability

10.1 If any provision or part of these Terms is found to be invalid, illegal, or unenforceable, it shall be adjusted to the minimum extent required to make it valid, legal, and enforceable. If adjustment is not possible, that provision or part shall be considered removed, without affecting the validity and enforceability of the remaining Terms.

10.2 If either party notifies the other that a provision or part of these Terms may be invalid, illegal, or unenforceable, both parties agree to negotiate in good faith to amend the provision so that it becomes valid, legal, and enforceable, while maintaining, as far as possible, the original intent of the clause.

11. Changes in Applicable Law

11.1 You acknowledge and accept that laws and regulations governing healthcare services may change, which may prevent IMY Diagnostics from providing certain services or Care. If such a change occurs and it affects your Care, IMY Diagnostics will contact you to inform you of the change and explain its consequences.

12. Force Majeure

12.1 IMY Diagnostics will not be liable or responsible for any failure to perform, or delay in the performance of, any of its obligations under these Terms that is caused by an event beyond IMY Diagnostics’ reasonable control.

12.2 If such an event occurs and affects the delivery of our services, IMY Diagnostics will take reasonable steps to contact you as soon as possible to inform you. In these circumstances, our obligations under these Terms will be suspended, and the time for their performance will be extended for the duration of the event outside our reasonable control.

13. Assignment of Agreement

13.1 Subject to any restrictions or requirements imposed by Applicable Law, IMY Diagnostics may transfer or assign this Agreement to any person or entity that acquires all or substantially all of the business or assets of IMY Diagnostics.

14. Third Party Rights

14.1 No person who is not a party to this Agreement shall have any rights under or in connection with it.

15. Variation

15.1 Except as set out in paragraph 1.4, no variation of these Terms shall be effective unless it is made in writing and signed by both parties.

16. Waiver

16.1 No failure or delay by either party to exercise any right or remedy under these Terms or under applicable law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of any other right or remedy.

17. Governing Law

17.1 These Terms are governed by and shall be construed in accordance with the laws of England and Wales, and the English Courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with them.

18. Definitions

- **“Accepted Payment Method”** means payment made by debit or credit card, bank transfer, or other method expressly approved by IMY Diagnostics.
- **“Applicable Law”** means all applicable laws, regulations, guidelines, and professional obligations relevant to the provision of diagnostic services, consultations, and medical care by IMY Diagnostics, including but not limited to requirements regarding the collection, transport, testing, and storage of biological samples.
- **“Care”** means all diagnostic services, consultations, sample collections, tests, treatments, procedures, reports, advice, and related goods or services provided by IMY Diagnostics.
- **“Consultants”** means doctors, general practitioners, and other registered healthcare professionals involved in your Care at IMY Diagnostics.
- **“Contract”** has the meaning given to it in paragraph 1.1 of these Terms.
- **“Clinic”** means IMY Diagnostics premises or any associated collection points where Care is provided.
- **“We” or “us”** means IMY Diagnostics, which is the Clinic where you receive your Care.
- **“Registration Form”** means the form containing your personal details and registration with IMY Diagnostics.
- **“Remote Services”** means telephone and/or video consultations with a Consultant arranged by IMY Diagnostics in accordance with these Terms.

- **“Standard Rates”** means the IMY Diagnostics standard charges for Care, which are available on request or displayed on our website.
- **“Terms”** means these Terms and Conditions.
- **“Treatment Package”** means any bundled services, diagnostic packages, or Care you receive at IMY Diagnostics as set out in your Registration Form or published on our website.