



## TERMS & CONDITIONS OF BUSINESS OF TDL GENETICS LIMITED FROM 1ST JANUARY 2020

The definitions which shall apply to these Terms and Conditions are set out in clause 19.

### 1 THE SERVICES

- 1.1 These Terms and Conditions shall apply to any Services that TDL provides to the Client, unless those Services are the subject of a separate written agreement signed by TDL and the Client. These Terms and Conditions apply to the exclusion of any other terms presented by the Client or implied by custom or course of dealing.
- 1.2 By submitting a Sample to TDL the Client offers to be bound by these Terms and Conditions. TDL shall be deemed to accept that offer and the Agreement shall take effect when TDL collects the Sample from the Client (if TDL has arranged to do so), or when TDL logs the Sample into its laboratory information management system (in any other case). Any request for add-on Tests (as described in the Laboratory Guide) constitutes a request for further Services under that Agreement, which TDL may accept or decline.
- 1.3 TDL warrants to the Client that:-
  - 1.3.1 its Services will be provided with reasonable skill and care and in accordance with the UKAS medical laboratory accreditation standard (ISO 15189); and
  - 1.3.2 the people providing the Services will be suitably skilled and experienced.
- 1.4 As part of its Services TDL will, on request, arrange for collection of Samples from locations within London (being for these purposes the area within the M25 motorway). Such collection service is included within the price of the Test unless otherwise notified. Collection of Samples from locations outside the M25 is by special arrangement, and may incur an additional charge. Where collection by TDL has not been requested and agreed, the Client will be responsible, at its own cost, for the transport of Samples to TDL.
- 1.5 The Client acknowledges that, except as expressly provided in this Agreement, TDL gives no warranties or representations to the Client (whether express or implied) in respect of the Services. In particular, whilst every effort is made to achieve the turn-around times quoted by TDL for the conduct of Tests, no warranty or guarantee is given that such turn-around times will be achieved in any particular instance.
- 1.6 The Client shall provide TDL with the information indicated in the Pathology Request Form and Laboratory Guide for the relevant Services, and all other clinical information that TDL may reasonably be expected to require concerning the Samples and the relevant patient to enable TDL to provide the Services. The Client shall provide that information by the method indicated in the Laboratory Guide, unless TDL agrees an alternative method in writing with the Client.
- 1.7 The Client shall ensure that the Sample is collected from the patient, packaged, labelled, and submitted to TDL in each case in accordance with the relevant instructions in the Laboratory Guide. The Laboratory Guide sets out criteria that may render a Sample unsuitable for Testing. If any of those criteria apply, or if TDL considers that the Sample is otherwise unsuitable for Testing or TDL is unable to conduct the Test then TDL shall not be required to carry out the Test and shall be entitled to dispose of the Sample.
- 1.8 TDL will accept no responsibility for any error or defect in the Services arising from inaccuracies or omissions in the information provided by the Client or from any failure to follow the instructions in the Laboratory Guide. The Client shall indemnify and hold harmless TDL and the members of the TDL Group and their respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) arising directly or indirectly from the Client's breach of clauses 1.6 or 1.7.
- 1.9 Upon completion of a Test the Sample relating thereto may be destroyed or disposed of by TDL unless otherwise agreed.

### 2 PRICE AND PAYMENT TERMS

- 2.1 The fees payable by the Client for the conduct of the Services shall, unless otherwise agreed in writing, be the prices specified in TDL's Laboratory Guide for the applicable Tests or other Services at the time those Tests or Services are requested.
- 2.2 As at the date of these Terms and Conditions VAT is not payable on TDL's Services. If the Services subsequently become subject to VAT, this will be charged in addition at the applicable rate.
- 2.3 Invoices are normally issued on a monthly basis, but TDL reserves the right to issue them more frequently. The client shall pay TDL's invoices under the Agreement within 30 days of the date of the invoice, without any deduction or set off. At TDL's option interest may be charged on late payment at the statutory rate prescribed from time to time by regulations under the Late Payments of Commercial Debts (Interest) Act 1998. Invoices paid from outside the UK must be paid by either direct bank transfer or by cheque drawn on a UK branch. All payments shall be made in pounds sterling.
- 2.4 Without affecting any of its other rights, TDL may suspend provision of the Services if the Client fails to pay TDL's invoice in accordance with clause 2.3.

### **3 CONFIDENTIALITY**

- 3.1 TDL agrees that it will hold and maintain the confidence of:
- 3.1.1 all information of a confidential nature which is received by TDL from the Client or its patients in connection with the Services; and
- 3.1.2 all Test results, invoices and other information of a confidential nature issued by TDL to the Client or its patients in connection with the Services, and, save with the Client's consent or as otherwise permitted under this Agreement, will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the performance of the Services and who require the information for such purpose. Where TDL has been provided with the details of a patient's private medical insurance in connection with the Services, TDL shall be entitled to assume (and the Client so warrants) that both the Client and the patient consent to the disclosure of information relating to that patient to the insurer concerned.
- 3.2 The restrictions in clause 3.1 shall not apply to information which: (i) was in TDL's possession prior to disclosure by the Client; or (ii) is now or hereafter comes into the public domain other than by default of TDL; or (iii) was lawfully received by TDL from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by TDL; or (v) which is required by a regulatory or accreditation body to be disclosed to it for the purpose of regulating or accrediting the TDL Group.

### **4 LIABILITY AND INDEMNITY**

- 4.1 The Client warrants and represents that it will:
- 4.1.1 comply with all relevant laws, regulations and guidelines applicable to the jurisdiction in which it is situated (including any applicable data protection laws) for the collection of the Samples from the patients, the packaging and labelling of the Samples, and their shipment to TDL (which may include conduct of the tests and shipment outside of the EEA);
- 4.1.2 obtain all consents and permissions required (whether by law (including under the Data Protection Legislation), good medical practice or otherwise) in order to permit the conduct of the Tests on the Samples and the use of the Protected Data as contemplated in these Terms and Conditions;
- 4.1.3 provide to TDL confirmation that it has complied with all relevant laws applicable to the jurisdiction in which it is situated (including any applicable data protection laws) for the collection of the Samples which they are referring for the Tests and their shipment to TDL and where necessary on to an overseas testing laboratory;
- 4.1.4 shall indemnify and hold harmless TDL and the members of the TDL Group and their respective directors, officers, employees and agents, in respect of all liabilities, costs, claims, loss, damage, demands, action and expenses (to include any settlements or ex-gratia payments and reasonable legal and expert costs and expenses) arising directly or indirectly from any breach of this clause 4.1.
- 4.2 TDL and the members of the TDL Group shall have no liability arising out of or in connection with this Agreement or the Services (whether in contract (including under any indemnity), tort (including negligence), misrepresentation, breach of statutory duty or otherwise) for any:
- 4.2.1 loss of profit or revenue;
- 4.2.2 loss of anticipated savings;
- 4.2.3 loss of reputation or goodwill; or
- 4.2.4 indirect, special or consequential loss.
- 4.3 To the extent not covered by any other limitations the maximum aggregate liability of TDL and the members of the TDL Group to the Client under or in connection with this Agreement, whether arising in contract (including under any indemnity), tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall be £2,000,000 less any sums paid by TDL or a TDL Group member to any patient of the Client or other third party in satisfaction of a liability arising out of the same facts and circumstances.
- 4.4 The limitations and exclusions in these Terms and Conditions shall only apply where permitted under applicable law.

### **5 THIRD PARTIES**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provision of this Agreement these Terms and Conditions are not intended to, and do not, give any person who is not a party to it any right to enforce any of the provisions, except that TDL Group members that are third parties shall be entitled to enforce any provisions that confer a benefit on them.

### **6 FORCE MAJEURE**

If the performance of this Agreement or any obligation under it (except for an obligation to pay) is prevented, restricted or interfered with by reason of circumstances beyond the reasonable control of that party obliged to perform it (which shall include, without limitation, flood, fire, storm, strike, lockout, sabotage, failure of machinery, terrorist act, civil commotion, government intervention, and/or failure of subcontractors) (a 'Force Majeure Event'), the party so affected shall (upon giving prompt notice thereof to the other party) be excused from any failure or delay in performance, and the time for performance shall be extended by an amount of time equal to the duration of the Force Majeure Event, provided always that the party so affected shall use all reasonable endeavours to avoid or remove the causes of non-performance and shall continue performance as expeditiously as possible as soon as such causes have been removed.

## **7 DATA PROCESSOR AND DATA CONTROLLER**

7.1 Insofar as TDL processes Protected Data on behalf of the Client in providing the Services the parties agree that the Client shall be the Data Controller and TDL shall be the Data Processor and TDL shall process the Protected Data in compliance with the obligations of Data Processors under Data Protection Laws and in accordance with the terms of clauses 8 to 15. Clause 16 sets out circumstances where TDL processes Protected Data on its own behalf as Data Controller.

7.2 The Client warrants, represents and undertakes, that:

7.2.1 in connection with the Protected Data it has complied and shall continue to comply in all respects with Data Protection Laws, including in terms of its collection, storage and processing (which shall include the Client providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects); and

7.2.2 all instructions given by it to TDL in respect of Personal Data shall at all times be in accordance with Data Protection Laws.

## **8 INSTRUCTIONS AND DETAILS OF PROCESSING**

8.1 Insofar as TDL processes Protected Data on behalf of the Client:

8.1.1 unless required to do otherwise by Applicable Law, TDL shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Client's documented instructions as set out in the request for Services pursuant to the Terms & Conditions and in the Annex (the 'Processing Instructions');

8.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, TDL shall notify the Client of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and

8.1.3 TDL shall promptly inform the Client if TDL becomes aware of a Processing Instruction that, in TDL's opinion, infringes Data Protection Laws, provided that:

(a) this shall be without prejudice to clauses 7.2; and

(b) to the maximum extent permitted by Applicable Law, TDL shall have no liability howsoever arising (whether in contract (including any indemnity), tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities arising from or in connection with any processing in accordance with the Client's Processing Instructions following the Client's receipt of any notice pursuant to this clause 8.1.3.

## **9 TECHNICAL AND ORGANISATIONAL MEASURES**

In relation to the processing of the Protected Data, TDL shall implement and maintain, at its cost and expense, appropriate technical and organisational measures to ensure for the Protected Data a level of security appropriate to the risks presented by the processing, taking into account the state of the art, the cost of implementation and the nature, scope, context and purpose of the processing of the Protected Data as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons.

## **10 USING STAFF AND OTHER PROCESSORS**

10.1 Insofar as TDL processes Protected Data on behalf of the Client, TDL shall not engage any Data Processor to carry out that processing (a 'Sub-Processor') without the Client's authorisation of that specific Sub-Processor. The Client shall not unreasonably withhold, condition or delay such consent. By accepting these Terms and Conditions the Client authorises the appointment of the Authorised Sub-Processors.

10.2 TDL shall prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor ensure that each of its Sub-Processors under a written contract containing materially the same obligations as clauses 8 to 15 (inclusive), that is enforceable by TDL;

10.3 TDL shall ensure that all persons authorised to process Protected Data are subject to a binding obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case TDL shall, where practicable and not prohibited by Applicable Law, notify the Client of any such requirement before such disclosure).

## **11 ASSISTANCE WITH THE CLIENT'S COMPLIANCE AND DATA SUBJECT RIGHTS**

11.1 Taking into account the nature of the processing TDL shall, at its own cost and expense implement and maintain reasonable measures to assist the Client to respond to the Data Subject Requests relating to the Protected Data that TDL processes on the Client's behalf.

11.2 TDL shall refer all Data Subject Requests it receives to the Client promptly, and in any event within five Business Days of receipt of the request.

11.3 TDL shall provide such reasonable assistance as the Client reasonably requires (taking into account the nature of processing and the information available to TDL) to the Client in ensuring compliance with the Client's obligations under Data Protection Laws with respect to:

11.3.1 security of processing;

11.3.2 data protection impact assessments (as such term is defined in Data Protection Laws);

11.3.3 prior consultation with a Supervisory Authority regarding high risk processing; and

- 11.3.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Client in response to any Personal Data Breach,  
provided the Client shall pay TDL's charges for providing the assistance in this clause 11.3, such charges to be calculated on a time and materials basis at TDL's applicable daily or hourly rates in force from time to time.

## **12 INTERNATIONAL DATA TRANSFERS**

The Client agrees that TDL may transfer Protected Data to countries outside the European Economic Area (EEA) for the purpose of providing the Services, provided all transfers by TDL of Protected Data to such recipients are in accordance with such safeguards or other mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time. The Client agrees that TDL may implement such safeguards by entering into standard data protection clauses authorised under the Data Protection Laws, which TDL may do as agent on behalf of the Client. The provisions of clauses 8 to 15 (inclusive) shall constitute the Client's instructions with respect to transfers in accordance with clause 8.1.

## **13 RECORDS, INFORMATION AND AUDIT**

- 13.1 TDL shall maintain, in accordance with Data Protection Laws binding on TDL, written records of all categories of processing activities carried out on behalf of the Client.
- 13.2 TDL shall, in accordance with Data Protection Laws, make available to the Client such information as is reasonably necessary to demonstrate TDL's compliance with its obligations as a Data Processor under these Terms and Conditions and the Data Protection Laws, and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose, subject to the Client:
- 13.2.1 giving TDL reasonable prior notice of such information request, audit and/or inspection being required by the Client;
- 13.2.2 ensuring that all information obtained or generated by the Client or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
- 13.2.3 ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to TDL's business, the Sub-Processors' business and the business of other customers of TDL; and
- 13.2.4 paying TDL's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

## **14 BREACH NOTIFICATION**

- 14.1 In respect of any Personal Data Breach involving Protected Data that TDL processes on behalf of the Client, TDL shall, without undue delay:
- 14.1.1 notify the Client of the Personal Data Breach; and
- 14.1.2 provide the Client with details of the Personal Data Breach.

## **15 DELETION OR RETURN OF PROTECTED DATA AND COPIES**

TDL shall, at the Client's written request, either delete or return all of the Protected Data to the Client in such form as the Client reasonably requests within a reasonable time after the end of the provision of the relevant Services related to processing; and delete existing copies (unless storage of any data is required by Applicable Law and, if so, TDL shall inform the Client of any such requirement), except in the case of Protected Data that TDL processes as a Data Controller as set out in clause 16.

## **16 PROTECTED DATA THAT TDL PROCESSES AS A DATA CONTROLLER**

- 16.1 TDL may retain and submit to Public Health England or another Health Authority in the United Kingdom such extracts from the Protected Data as are required for the purposes of a Public Health Programme operated by that Health Authority ('Public Health Data').
- 16.2 TDL may retain such copies of the Protected Data and such records of processing in connection with the Services (the 'Processing Records') as TDL requires to maintain its accreditation with UKAS and as required by the Royal College of Pathologists (in accordance with its retention and storage of pathological records and specimens guidelines).
- 16.3 The parties acknowledge and agree that TDL processes the Processing Records and the Public Health Data on its own behalf and shall be responsible for the Processing Records and the Public Health Data as a Data Controller. TDL shall ensure that its processing of the Processing Records and the Public Health Data is in accordance with the Data Protection Laws subject to the terms of this Agreement.
- 16.4 Where TDL processes Protected Data to provide Harmony® Non-Invasive Prenatal Tests, TDL does so as a Data Controller. TDL shall ensure that such processing complies with the Data Protection Laws.

## **17 TERMINATION**

- 17.1 Upon termination of this Agreement for any reason TDL may submit its invoice for, and the Client shall pay, the fees in relation to any Services performed but not yet invoiced at the date of termination.
- 17.2 Termination of the Agreement shall not affect any term of the Agreement that expressly or by implication is intended to survive termination, including clauses 4 and 16.
- 17.3 Termination of this Agreement shall not affect the rights and liabilities of each party accrued at the date of termination.

## **18 GENERAL**

### **18.1 Dispute resolution**

- 18.1.1 If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, the parties shall make a good faith effort to resolve such dispute without recourse to legal proceedings. If, notwithstanding such good faith efforts, the dispute is not resolved either party may submit the dispute to the jurisdiction of the English Courts.
- 18.1.2 Except to the extent clearly prevented by the area of dispute, the parties will continue to perform their respective obligations under this Agreement while such dispute is being resolved.

### **18.2 Variation**

- 18.2.1 TDL may amend these Terms and Conditions by updating the Laboratory Guide and providing the Client with a copy of the update or publishing it on TDL's website. Such amendments shall only apply to Services that the Client requests after the date of the update, and the Client shall be deemed to accept those amendments by requesting Services after that date.
- 18.2.2 Except as set out in clause 18.2.1 any amendments to this Agreement shall not be effective unless in writing and signed by an authorised signatory on behalf of each of the parties. The terms of this Agreement may be varied by agreement of the parties but without the consent of any third party whether or not the rights of such third party are affected by such variation. The Client shall not unreasonably withhold, delay or condition its agreement to any variation to this Agreement requested by TDL in order to ensure the Services and TDL (and each Sub-Processor) can comply with any change in Applicable Laws.

### **18.3 Rights and waiver**

All rights granted to either of the parties shall be cumulative and not exhaustive of any rights and remedies provided by law. The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms of this Agreement shall not be a waiver of such term or of the right of such party at any time subsequently to enforce all the terms of this Agreement.

### **18.4 Severability**

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not be in any way affected.

### **18.5 Assignment**

TDL may assign or sub-contract the performance of this Agreement (in whole or in part) or any one or more of the Tests to be performed hereunder to suitably accredited laboratories including those listed in the Laboratory Guide. The Client may not assign this Agreement or any of its rights or obligations hereunder without the prior approval of TDL.

### **18.6 Relationship of the parties**

It is acknowledged and agreed that TDL and the Client are independent contractors and nothing in this Agreement shall create or be construed as creating a partnership or (except as provided in clause 12) a relationship of agent and principal between the parties. The Client acknowledges and agrees that, in requesting Services from TDL, it is not acting as agent for any patient or patients to which the Services relate.

### **18.7 Notices**

All notices given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or by prepaid first class recorded delivery or by facsimile transmission, provided that a hard copy of any notice transmitted by facsimile is posted within 24 hours of such transmission. All notices shall be delivered at or sent, in the case of TDL Genetics, to The Halo Building, 1 Mabledon Place, London WC1H 9AX, fax number 020 7307 7350 and, in the case of the Client to the address and/or fax number specified in the Pathology Request Form submitted by the Client (or such other address as that party shall notify in writing to the other for this purpose). A notice sent by post shall be deemed to be served at 9.00am on the second business day following the date of posting; a notice sent by facsimile transmission shall (subject to posting of a hard copy as provided above) be deemed to have been served at the time it is transmitted if transmitted within business hours (9.00 am to 6.00 pm) on a business day or, if transmitted outside such business hours on a business day or on a day which is not a business day as soon thereafter as such business hours commence.

### **18.8 Entire agreement**

These Terms and Conditions and the documents referred to in them contain the entire Agreement in respect of its subject matter. Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in these Terms and Conditions except in the case of fraudulent misrepresentation.

### **18.9 Governing law**

This Agreement and any dispute arising out of or in connection with it (including non-contractual disputes and claims) shall be governed by and construed in accordance with English law and each of the parties submits to the exclusive jurisdiction of the English Courts.

## 19 INTERPRETATION

### 19.1 In these Terms and Conditions and the Annex:-

'Agreement' means the contract between TDL and the Client for the supply of the Services, incorporating these Terms and Conditions.

'Annex' means the annex to the Terms and Conditions.

'Applicable Law' means as applicable and binding on the Client, TDL and/or the Services:

- a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;
- b) the common law and laws of equity as applicable to the parties from time to time;
- c) any binding court order, judgment or decree; or
- d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business.

'Authorised Sub-Processors' means:

- a) Health Service Laboratories LLP and any other member of the TDL Group which provides the applicable Test or Service;
- b) accredited specialist centres for onward referral of esoteric assays as identified in the TDL Laboratory Guide;
- c) persons who provide information technology services that TDL uses in the course of providing the Services; and
- d) any Sub-Processor referred to in the Annex.

'Client' means the person or organisation requesting Services from TDL and for whom TDL has agreed to provide the Services.

'Data Controller' and 'Data Processor' have the meanings given to those terms (or to the terms 'controller' and 'processor' respectively) in Data Protection Laws.

'Data Protection Laws' means the General Data Protection Regulation (EU) 2016/679 ('GDPR') and/or any corresponding or equivalent national laws or regulations, the Data Protection Act 2018, and any Applicable Laws replacing, amending, extending, re-enacting or consolidating that legislation from time to time and any subordinate legislation made under that legislation.

'Data Subject' and 'Personal Data' have the meaning given to those terms in Data Protection Laws.

'Data Subject Request' means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws.

'Group' in respect of any undertaking, means such undertaking and its group undertakings ('undertaking' and 'group undertaking' having the meanings given in the Companies Act 2006).

'Health Authority' means (i) a department of the UK government or of a devolved administration, (ii) an executive agency of such department, or (iii) a body exercising statutory functions in relation to public health in the UK or any part of the UK.

'Laboratory Guide' means TDL's Laboratory Guide current at the time the applicable Services are requested, as supplied to the Client or, if not so supplied, available on request from TDL.

'Pathology Request Form' means the electronic or hardcopy form provided by TDL to the Client for the Client to use to request Tests, as updated by TDL from time to time.

'Personal Data' has the meaning given to that term in Data Protection Laws.

'Personal Data Breach' means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data.

'Processing' has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings).

'Processing Instructions' has the meaning given to that term in paragraph 8.1.1.

'Protected Data' means Personal Data received by TDL from or on behalf of the Client or generated by TDL on behalf of the Client in connection with the performance of the Services.

'Public Health Programme' means a programme administered by a Health Authority to monitor or analyse health data for the purpose of public health or for statistical, scientific or research purposes in the public interest.

'Sample' means a sample provided by the Client to TDL for investigation.

'Services' means the conduct of the Tests specified in the request submitted by the Client and accepted by TDL, and/or such other services as TDL has agreed to supply to the Client.

'Sub-Processor' has the meaning given in clause 10.1.

'Supervisory Authority' means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

'TDL' means TDL Genetics Limited or such other member of the TDL Group as has agreed to provide the Services.

'TDL Group' means The Doctors Laboratory Limited and its Group and Health Service Laboratories LLP and its Group.

'Test' means a laboratory test to be carried out by TDL on a Sample supplied by the Client.

'UKAS' means the United Kingdom Accreditation Service, or any successor to it.

19.2 References to the singular include the plural and vice versa.

19.3 Clause headings and paragraph headings are for ease of reference only and are not part of these Terms and Conditions for the purpose of construction.

19.4 References to paragraphs are to paragraphs of the Annex.

19.5 The word 'including' shall be read as 'including but not limited to'.

19.6 The Annex is incorporated into these Terms and Conditions.

## **ANNEX**

### **1 Subject matter and nature of processing**

1.1 The subject matter and nature of TDL's processing of the Protected Data are:

1.1.1 pathology samples and test results for the purpose of providing clinical pathology services;

1.1.2 information about clinicians who order pathology tests, for the purposes of reporting the test results to the Client;

1.1.3 information about a patient's health insurance for the purposes of administering payment for the Services; and

1.1.4 billing information for a patient where the Client has asked TDL to direct TDL's invoice to the patient.

### **2 Duration of processing**

2.1 The duration of the processing is the time necessary to carry out the Services.

### **3 Types of personal data**

3.1 The Protected Data comprise the following types of personal data:

3.1.1 Name

3.1.2 Gender

3.1.3 Age

3.1.4 Address

3.1.5 Types of pathology tests conducted

3.1.6 Results of pathology tests

3.1.7 Health insurance policy details

3.1.8 Billing information

3.1.9 The types of data referred to in the TDL Laboratory Guide

### **4 Categories of data subjects**

4.1 The Protected Data concerns patients in respect of whom TDL conducts pathology tests, and clinicians who request pathology tests.

### **5 Reporting pathology test results**

5.1 TDL shall report Test results using the method selected by the Client from the range of options offered by TDL or, if no method is selected by the Client, using a method selected by TDL from that range of options.

5.2 TDL shall report the Test results using the contact details supplied to TDL in the relevant section of the Pathology Request Form. The Client shall be responsible for ensuring that those contact details are correct.

5.3 Where TDL supplies Test results electronically it shall ensure that the results are supplied in the format selected by the Client (from the range of options offered by TDL) and are supplied to the address indicated when the Client selects electronic results reporting. The Client shall be responsible for ensuring that the selected format is compatible with the Client's information systems and for making the results available to the users of those systems.

### **6 Fee to patient**

Where the Client selects the 'fee to patient' option in a Pathology Request Form, the Client instructs TDL to seek payment from the patient of the fees owed by the Client in respect of that test. The Client confirms that the patient has agreed with the Client to pay those fees to TDL for the Client. The Client instructs TDL to recover the fees by invoicing the patient using the personal data provided by the Client. The Client instructs TDL on the Client's behalf to appoint debt collectors to recover the fees from the patient if the patient does not pay the invoice by the date payment falls due. The Client authorises TDL to appoint those debt collectors as Sub-Processors in accordance with clauses 8 to 15 (inclusive).

TDL Genetics Limited, The Halo Building, 1 Mabledon Place, London WC1H 9AX  
Telephone: 020 7307 7409 Fax: 020 7307 7350 E-mail: [tdlgenetics@tdlpathology.com](mailto:tdlgenetics@tdlpathology.com) Website: [www.tdlpathology.com](http://www.tdlpathology.com)

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