

Terms and Conditions of Supply

Target Audience:	Clients of NPH Group
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Change Record:

Date	Author	Version	Page	Reason for Change
22/06/21	WH/MP	1.1	All	Update to regulations and services
20/01/22		1.1	All	Rebrand
21/10/22	CC	1.2	7	Cancellation policy
26/06/23	JS	1.3	4 – 3.3	Supply of Services
02/10/23	JS	1.4	7 – 5.15	Updated clause 5 with the addition of 5.15
02/01/24	JS	2.0	7 – 5.15	Updated language of clause 5.15
22/07/24	MP	2.1	5 - 4.1.12	Updated clause
04/03/25	JS/MP/ND	2.2	7 8 11	- “Data Controller” definition added as per ICO wording - Clause 7 updated in line with UK GDPR - Clause 10.3.1 updated from 3 days to 14 days
21/01/26	JS/MP	2.3	7	Update to clause 5.4 relating to cancellation period for ‘Onsite clinics’
26/03/26	SF	2.4	7.10	Statutory Data Access and Portability
02/06/2026	ND	2.5	All	Full review and improvement of terminology, data protection, client obligations, pricing, cancellation, IP, liability, testing, termination and confidentiality clauses

1: Interpretation

1.1 Definitions

1.2. In these Conditions (as defined below) the following terms shall have the following meanings:

"Agreed Times"

shall have the meaning set out in clause 3.2;

"Business Day"

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

"Charges"

the charges payable by the Client to the Provider for the supply of the Services in accordance with clause 5;

"Commencement Date"

has the meaning set out in clause 2.3;

"Conditions"

these terms and conditions as amended from time to time in accordance with clause 12.5;

"Contract"

the contract between the Provider and the Client for the provision of Services in accordance with these Conditions;

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"Contract Period"

the contract between the Provider and the Client for the provision of Services in accordance with these Conditions;

"Control"

shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly;

"Client"

the person or firm defined as such in the Order;

"Client Default"

has the meaning set out in clause 4.3;

"Data Protection Laws"

means the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 (as amended), the Data (Use and Access) Act 2025 and any other applicable UK data protection legislation in force from time to time.

"Deliverables"

any deliverables, including but not limited to, any certificates, documents, information, opinions or advice produced by the Provider for the Client;

"End Date"

the date described as such in the in the Order Confirmation;

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"Facilities"

has the meaning set out in clause 4.1.3;

"Intellectual Property Rights"

patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order"

the Client's request for Services, which may be submitted via PandaDoc, email or payment;

"Order Confirmation"

the written confirmation issued by the Provider confirming acceptance of the Order;

"Participant"

any member of the Client's staff that is to be the subject of a test or other procedure as part of the Services;

"Provider"

Newcastle Premier Health Limited trading as NPH Group;

"Provider Materials"

has the meaning set out in clause 4.1.7;

"Sample"

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a saliva sample, swab sample, blood sample, or other sample taken from a Participant;

"Services"

the services, including the Deliverables and equipment, supplied by the Provider to the Client as set out in the Specification; and

"Specification"

the description or specification of the Services provided by the Provider, as amended or supplemented, by the Provider in accordance with these Conditions or by way of notice to the Client from time to time;

1.3.

1.3.1. A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3.2. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3.3. A reference to writing or written includes email but not fax.

2. Basis of Contract

2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. In the event of any conflict between the Order Confirmation and these Conditions, these Conditions shall prevail unless the Order Confirmation expressly states that a specific provision is intended to vary or override these Conditions.

2.3. The Order shall only be deemed to be accepted when the Provider issues the Order Confirmation on which date the Contract shall come into existence (the "**Commencement Date**").

3. Supply of Services

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- 3.1. The Provider shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2. The Provider will use all reasonable endeavours to perform the Services at such times as maybe set out in the Order Confirmation, or such other times as it may agree, ("Agreed Times") but time shall not be of the essence of performance of the Services.
- 3.3. The Provider shall have the right to make any changes to the Services which are necessary to comply with any applicable law, regulatory requirement, clinical requirement, professional standard, safety requirement, or which do not materially affect the nature or quality of the Services. The Provider shall notify the Client in writing of any such change as soon as reasonably practicable and, where possible, before the change takes effect.
- 3.4. The Provider warrants to the Client that the Services will be provided using reasonable care and skill.
- 3.5. The Provider may notify the Client from time to time of any further support or services which it can offer and which it feels may be of benefit to the Client.
- 3.6. The Provider shall use its reasonable endeavours to meet any key performance indicators ("KPIs"), if any, explicitly set out in the Order Confirmation only, in relation to the Services to which the KPIs relate.

4. Client's Obligations

4.1. The Client shall:

- 4.1.1. ensure that the terms of the Order and Order Confirmation and any information it provides in the Specification are complete and accurate;
- 4.1.2. co-operate with the Provider in all matters relating to the Services;
- 4.1.3. provide the Provider, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Provider (together the "**Facilities**");
- 4.1.4. provide the Provider with such information and materials as the Provider may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

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4.1.5. prepare the Client's premises for the supply of the Services;

4.1.6. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

4.1.7. if applicable; keep and maintain all materials, equipment, documents and other property of the Provider (the "Provider Materials") at the Client's premises in safe custody at its own risk, maintain the Provider Materials in good condition until returned to the Provider, and not dispose of or use the Provider Materials other than in accordance with the Provider's written instructions or authorisation;

4.1.8. comply with any additional obligations as set out in the Specification or in any policies, procedures or protocols as notified to the Client from time to time; and

4.1.9. ensure that where the Services are to be provided at a location other than the Provider's premises:

4.1.9.1. the Client provides the Provider with all necessary electrical connections, lighting and heating and a private space of sufficient size to enable the Services to be provided on a confidential basis, if required by the Provider, and co- operates with the Provider and gives to, or procures for the Provider all necessary access to the relevant premises;

4.1.9.2. the Provider is provided with a broadband internet connection (Wi-Fi or by Ethernet cable) of sufficient bandwidth to enable the Provider to access the internet and to upload and download data via a laptop using the Provider's system within the time allotted for the provision of the Services;

and any change in location to that set out in the Order Confirmation must be notified to the Provider as soon as possible and the Provider reserves the right, without liability, to alter the date or time for the provision of the Services or to require an alternative location to be found in such circumstances if it is not practicable for the Provider to provide the Services at the new location;

4.1.10. in accordance with all policies or procedures from time to time notified by the Provider to the Client, inform all Participants of:

4.1.10.1. any possible pain, discomfort, distress, and/or any possible adverse allergic or other reaction or other risks inherent in any test or other procedure to which they will be subjected;

4.1.10.2. the possible inaccuracy of any test results that might be provided,

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4.1.11. in accordance with all policies or procedures from time to time notified by the Provider to the Client, provide or obtain all necessary information, notices, acknowledgements and, where applicable, consents required to enable the Services to be carried out. For the avoidance of doubt, consent to participate in any clinical assessment, examination, test or procedure will be sought from the relevant Participant or Data Subject by the Provider where required by law, clinical practice, professional standards or the Provider's policies and procedures.

4.1.12. Where any delay caused by the Client or Participant affects the Provider's ability to complete the Services or issue results, certificates, reports or other Deliverables, the Provider may reasonably extend any applicable timescale. The Client shall be responsible for any additional costs incurred as a result of such delay, including the cost of repeat assessments where clinically or operationally required.

4.1.13. The Client acknowledges that the Provider's role is to provide occupational health advice, assessments, reports, certificates and recommendations. The Client remains responsible for compliance with all applicable employment, health and safety, regulatory and workplace obligations, including risk assessments, safe systems of work, implementation of workplace controls, management of restrictions or adjustments, and any employment, redeployment, capability, disciplinary or dismissal decisions.

4.2. Where any materials or equipment used by the Provider in the provision of the Services ("Equipment") are stored by the Client, held by the Client for safekeeping, or otherwise in the possession or control of the Client for any period of time, then the Client:

4.2.1. shall be responsible for loss of, or damage to, such Equipment and in the event that such Equipment is lost or damaged, shall on demand reimburse the Provider the full cost of repair or replacement thereof;

4.2.2. shall not part with possession of the Equipment;

4.2.3. shall allow the Provider, its officers, employees and representatives access at any reasonable time by prior agreement to the premises at which the Equipment is stored in order to take possession of the same.

4.3. If the Provider's performance of any of its obligations is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (a "**Client Default**"):

4.3.1. the Provider shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Provider's performance of any of its obligations;

4.3.2. the Provider shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Provider's failure or delay to perform any of its obligations as set out in this clause 4.3.

5. Charges and Payment

5.1. The Charges for the Services shall be as follows:

5.1.1. during the Contract Period, the Charges shall be as set out in the Order Confirmation;

5.1.2. after the end of the Contract Period, then unless the Provider shall otherwise agree in writing, the Charges shall be the Provider's standard charges from time to time in force.

5.2. Where the Charges are calculated by reference to the number of units of a particular Service supplied, then the amount due shall be calculated by multiplying the applicable price per unit by the number of units supplied, subject always to clause 5.3.

5.3 Where the Charges set out in the Order Confirmation are stated to be subject to a minimum charge ("the Minimum Charge(S)") the Client hereby acknowledges and agrees to pay to the Provider the Minimum Charges in respect of those Services, irrespective of the number of units of such Services supplied.

5.4. The units used to calculate the Charges apply during the Provider's standard hours of 0800 to 1800 on Business Days. The Provider shall be entitled to charge an overtime rate of 150 per cent of the standard unit rate in respect of any part of the Services that are provided outside the hours of 0800 to 1800 on Business Days.

5.5. The Provider shall, with prior agreement from the Client, be entitled to charge the Client for any expenses reasonably incurred in connection with the provision of the Services, including but not limited to travel, mileage, parking, accommodation, subsistence, courier or sample transport costs, laboratory fees, specialist clinician costs, third-party supplier costs, materials, equipment, technology, and any other reasonable costs required for the performance of the Services.

5.6. The Provider shall invoice the Client on completion of the Services (if this occurs within a month of the Commencement Date) or monthly in arrears, unless stated otherwise in the Order Confirmation.

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5.7. Where the Charges are calculated by reference to units of time spent by a member of the Provider's personnel in the provision of the Services, the Order Confirmation may specify a minimum charging unit for their time (for example, four hours) ("**Minimum Charging Unit**"). If a member of the Provider's personnel is engaged in the provision of the Services for a continuous period of less than the Minimum Charging Unit, the Provider may still charge the Client an amount calculated by reference to the Minimum Charging Unit.

5.8. The Provider may from time to time agree to discount its Charges to reflect an expectation that the Client will purchase a minimum volume of Services over a given period of time ("Minimum Volume Commitment"). The Minimum Volume Commitment will be recorded in the Order Confirmation or otherwise notified to the Client in writing by the Provider.

If the volume of Services purchased by the Client in any relevant period falls short of the Minimum Volume Commitment, the Provider may, at its discretion:

5.8.1. require the Client to pay the difference between the Provider's standard charge and the discounted rate for the relevant Services purchased during the relevant period; and/or

5.8.2. notify the Client that the Charges will be increased to a rate not exceeding the Provider's standard charge for the Services in question, such increase to take effect from a date notified by the Provider.

Any reconciliation under this clause shall be calculated reasonably by reference to the Services actually purchased by the Client during the relevant period, the Minimum Volume Commitment, the discounted rates applied, and the Provider's standard charges applicable to those Services.

5.9. The Client shall pay each invoice submitted by the Provider:

5.9.1. within 30 days of the date of the invoice; and

5.9.2. in full and in cleared funds to a bank account nominated in writing by the Provider.

5.10. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Provider to the Client, the Client

shall, on receipt of a valid VAT invoice from the Provider, pay to the Provider such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

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5.11. If the Client fails to make any payment due to the Provider under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

5.12. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Provider may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Provider to the Client.

5.13. Due to unforeseen circumstances or operational issues, the Provider may, from time to time, be unable to perform the Services in accordance with the Agreed Times. The Provider may cancel and then request the re-arrangement of any of the Agreed Times and will endeavour to provide as much notice of such cancellation as is reasonably possible in the circumstances. This clause 5.13 is without prejudice to the provisions of clause 3.2.

5.14. If the Client wishes to cancel any appointment or clinic arranged for the performance of the Services, the Client shall provide notice of cancellation in writing. For the purposes of this clause, "clear working days' notice" shall not include the day on which the notice of cancellation is received or the day of the appointment or clinic.

Victory House appointments

Notice given by the Client	Clients of NPH Group
Fewer than 2 clear working days' notice	100% of the appointment fee
2 to 5 clear working days' notice	50% of the appointment fee
6 or more clear working days' notice	No charge

Onsite clinics

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Notice given by the Client	Clients of NPH Group
Fewer than 10 clear working days' notice	100% of the clinic fee
10 or more clear working days' notice	No charge

5.15. The Charges for the Services may be adjusted by the Provider where there is an increase in the cost of delivering the Services, including but not limited to increases in labour, clinician costs, travel, laboratory costs, equipment, consumables, technology, regulatory compliance costs, third-party supplier costs, or other operational costs reasonably incurred by the Provider.

The Provider shall provide the Client with written notice of any such increase at least 30 days prior to the effective date of the increase. Any price increase shall be limited to the actual increase in the cost of delivering the Services and shall not exceed 10% of the original Contract price, unless otherwise agreed in writing.

If the Provider seeks to increase the Charges by more than 10%, the Client shall have the right to terminate the affected Services without penalty before the increase takes effect.

6. Intellectual Property Rights

6.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Provider.

6.2. The Client acknowledges that, in respect of any third-party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on the Provider obtaining a written licence from the relevant licensor on such terms as will entitle the Provider to license such rights to the Client.

6.3. All Provider Materials are the exclusive property of the Provider.

6.4. Subject to payment of all Charges due under the Contract, the Provider grants the Client a non-exclusive, non-transferable licence to use the Deliverables for the Client's internal business purposes only.

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6.5. The Client shall not copy, modify, adapt, reproduce, publish, distribute, sell, licence, or otherwise make available any Provider Materials, templates, methodologies, training materials, systems, processes, or other Intellectual Property Rights belonging to the Provider, except with the Provider's prior written consent or as expressly permitted under the Contract.

7. Data Protection

7.1 Definitions

For the purposes of these Conditions:

"Clinical Record (Provider Controller Data)"

means the clinical medical record created and held by the Provider in connection with the Services, including medical history, clinical notes, test results, assessments, and other Special Category Personal Data relating to an individual.

"Occupational Health Record (Client Controller Data)"

means the occupational health outcome issued by the Provider to the Client, including fitness-for-work status, health surveillance certificates, recommendations, adjustments, restrictions, or other high-level outcomes, but **excluding clinical detail from the Clinical Record**.

"Personal Data", "Special Category Personal Data", "Processing", "Data Controller", "Data Processor" and "Data Subject" have the meanings given to them in the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018**.

7.2 Roles and responsibilities

7.2.1 The parties acknowledge and agree that:

- a) **The Provider is the Data Controller of the Clinical Record (Provider Controller Data).**
- b) **The Client is the Data Controller of the Occupational Health Record (Client Controller Data)** once issued to the Client by the Provider.
- c) The relationship between the parties is primarily Controller-to-Controller in respect of the Services. Where the Provider processes administrative or logistical Personal Data solely on behalf of the Client, the Provider shall act as a Data Processor for that limited processing activity only, and the parties shall comply with any applicable data processing requirements under Data Protection Laws.

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7.2.2 Each party shall comply with its respective obligations as an independent Data Controller under Data Protection Laws.

7.3 Lawful basis for processing

7.3.1 The Provider will process Personal Data and Special Category Personal Data in the Clinical Record on one or more of the following lawful bases, as appropriate:

- Article 6(1)(c) UK GDPR – compliance with a legal obligation (including health and safety duties);
- Article 6(1)(f) UK GDPR – legitimate interests in delivering occupational health services;
- Article 9(2)(b) UK GDPR – processing necessary for employment, social security and social protection law; and/or
- Article 9(2)(h) UK GDPR – processing for occupational health purposes.

7.3.2 The Provider does not rely on employee consent as the primary lawful basis for processing Clinical Records, except where consent is specifically required by law, clinical ethics, or professional standards.

7.4 Sharing of information with the Client

7.4.1 The Provider may share Occupational Health Records (Client Controller Data) with the Client without disclosing clinical detail from the Clinical Record, including:

- fitness-for-work outcomes (e.g. fit, unfit, fit with adjustments);
- health surveillance certificates (satisfactory/unsatisfactory);
- workplace recommendations or adjustments; and
- any legally required notifications or occupational health outcomes.

7.4.2 **Clinical detail from the Clinical Record will only be shared with the Client where the Data Subject has given explicit, informed written consent**, or where disclosure is otherwise required by law.

7.4.3 Where a Data Subject **refuses consent to share an absence management report**, the Provider may issue an outcome stating that **the Data Subject did not provide consent for release of the report**, without disclosing clinical detail.

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7.5 Health Surveillance

7.5.1 The parties acknowledge that health surveillance is a legal requirement under UK health and safety law for certain roles and exposures.

7.5.2 Clinical data collected during health surveillance will be stored by the Provider within the Clinical Record (Provider Controller Data), not by the Client.

7.5.3 The Client will receive an Occupational Health Record in the form of a certificate or outcome indicating satisfactory/unsatisfactory status and any follow-up recommendations.

7.5.4 The Client is responsible for securely retaining the Occupational Health Record in accordance with applicable legal retention requirements (including any 40-year retention obligations where applicable).

7.5.5 Data Subjects may request a copy of their Occupational Health Record from the Provider at the same time as it is issued to the Client. Nothing in this Agreement restricts the rights of Data Subjects to request access to their personal data in accordance with Data Protection Laws.

7.6 Security and safeguards

Each party shall implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, having regard to the nature of the data and the risks involved.

7.7 Retention of records

7.7.1 The Provider will retain Clinical Records in accordance with the Provider's Records Retention Policy and:

- UK GDPR storage limitation principles;
- Relevant ICO guidance; and
- Professional standards applicable to occupational health records.

7.7.2 On termination of the Contract, the Provider shall retain Clinical Records where required by law, professional duty, or legitimate interest, and otherwise securely delete or anonymise data that is no longer necessary.

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7.8 Confidentiality of medical information

Notwithstanding any other provision of these Conditions:

- a) The Provider shall maintain clinical confidentiality in accordance with UK law and professional standards.
- b) The Client is not entitled to clinical detail from the Clinical Record except with the Data Subject's explicit consent or where required by law.
- c) The Client is entitled to receive the Occupational Health Record (fitness outcomes, certificates, and workplace recommendations).

7.9 Breaches

Each party shall notify the other without undue delay if it becomes aware of a personal data breach likely to affect the other party, and shall cooperate in good faith to manage any regulatory or affected-individual notifications.

7.10.1 Nothing in this Agreement shall restrict the statutory rights of any individual whose Personal Data is processed in connection with the Services.

7.10 Statutory Data Access and Portability

7.10.2 The Provider acknowledges that it may be required, under applicable law (including regulations made pursuant to the Data (Use and Access) Act 2025), to provide access to Clinical Records or derived Personal Data to:

- a) the individual concerned; or
- b) a third party authorised by that individual.

7.10.3 Any such disclosure shall be made in accordance with applicable law, professional standards, clinical governance requirements, and the Provider's policies and procedures in force from time to time.

7.10.4 The Provider shall not be responsible for the use, interpretation, onward disclosure, or further processing of data by any authorised third party following disclosure made in compliance with applicable law.

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8. Limitation of Liability

8.1. Nothing in these Conditions shall limit or exclude the Provider's liability for:

- 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 8.1.2. fraud or fraudulent misrepresentation;
- 8.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 8.1.4. defective products under the Consumer Protection Act 1987;
- 8.1.5. or any other liability which cannot be limited or excluded by applicable law.

8.2. Subject to clause 8.1, the Provider shall not be liable to the Client, and the Client shall not be liable to the Provider, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 8.2.1. loss of profits;
- 8.2.2. loss of sales or business;
- 8.2.3. loss of agreements or contracts;
- 8.2.4. loss of anticipated savings;
- 8.2.5. loss of use or corruption of software, data or information;
- 8.2.6. loss of damage to goodwill; and
- 8.2.7. any indirect or consequential loss.

8.3. Subject to clause 8.1, the Provider's total liability to the Client, and the Client's liability to the Provider, whether in contract, tort, including negligence, breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 100% of the Charges paid or payable under the Contract in the 12 months preceding the event giving rise to the claim.

8.4. The Client acknowledges that the Provider provides occupational health advice and recommendations only. The Client remains responsible for all employment, management, operational, health and safety, and workplace decisions, including decisions relating to recruitment, continued employment, redeployment, capability, disciplinary action, dismissal, workplace adjustments, work restrictions, and risk controls.

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The Provider shall not be liable for any decision made by the Client, whether or not such decision is informed by advice, recommendations, reports, certificates or other Deliverables provided by the Provider.

8.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.6. This clause shall survive termination of the Contract.

9. Testing and Sample Collection Services

9.1. Where the Services include testing, screening, sample collection, point-of-care testing, laboratory testing, drug and alcohol testing, biological monitoring, or any other clinical or diagnostic testing service, the collection of Samples may be carried out:

9.1.1. by appropriately trained personnel engaged by the Provider; or

9.1.2. where agreed in the Order Confirmation, by the Client's staff following training or instructions provided by the Provider, provided that the Provider is satisfied that such staff are competent and appropriately authorised to do so.

9.2. Where clause 9.1.2 applies, the Provider shall at all times have the discretion to determine that the Client's staff should not proceed with the collection of Samples. The Provider may exercise this discretion where, by way of example only, the Client is unable to provide evidence satisfactory to the Provider of the competence, authorisation, training, supervision, or regulatory compliance of its staff. Should the Provider exercise this discretion, it shall have no liability to the Client for failure to provide that part of the Services, and the Client shall pay the Charges for all Services provided to date.

9.3. Where clause 9.1.2 applies, the Client shall:

9.3.1. ensure that the collection of Samples is properly carried out in accordance with the Provider's training, instructions, procedures and protocols;

9.3.2. provide the relevant Samples to the Provider properly marked with all necessary identification information as directed or requested by the Provider, and ensure that such information is complete and accurate;

9.3.3. where required, store and transport Samples in accordance with the Provider's instructions, procedures and protocols, and any applicable legal or regulatory requirements;

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9.3.4. manage the safe disposal of clinical waste in accordance with all applicable law and any policies or procedures notified to it by the Provider; and

9.4. The Client acknowledges that the accuracy, reliability and validity of testing may depend on factors outside the Provider's control, including the timing of the test, the quality of the Sample, the accuracy of information provided, the method of collection, storage and transport, the limitations of the relevant test, and compliance with applicable procedures and protocols.

9.5. The Client acknowledges that testing may produce inaccurate, inconclusive, false positive, false negative, invalid, or non-reportable results. Provided that the Provider has complied with the warranty in clause 3.4, the Provider shall not be liable for inaccurate, inconclusive, false positive, false negative, invalid, or non-reportable results arising from matters outside the Provider's reasonable control.

9.6. Other than the warranty provided in clause 3.4, the Provider does not provide any other representations, warranties or guarantees in relation to testing, screening, sample collection, point-of-care testing, laboratory testing, drug and alcohol testing, biological monitoring, or other clinical or diagnostic testing services.

9.7. The Client shall indemnify the Provider against all liabilities, costs, expenses, damages and losses, including reasonable professional and legal costs, suffered or incurred by the Provider arising out of or in connection with any third-party claims made against the Provider arising out of or in connection with:

9.7.1. the Client's failure to comply with its obligations under clauses 4.1.11, 9.3, or any applicable Provider policy, procedure, protocol or instruction;

9.7.2. any incorrect, incomplete or misleading information provided by the Client, its staff, agents or representatives;

9.7.3. any failure by the Client to correctly identify a Participant or Sample;

9.7.4. any failure by the Client to collect, store, transport or handle Samples correctly; or

9.7.5. any pain, discomfort, distress, adverse reaction, injury or other harm experienced by a Participant arising from the collection of Samples by the Client's staff, except to the extent caused by the Provider's negligence or failure to provide the Services with reasonable care and skill.

10. Termination

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10.1. Without limiting its other rights or remedies, the Provider may terminate the Contract for convenience by giving the Client not less than 30 Business Days' written notice. Where reasonably practicable, the Provider shall use reasonable endeavours to avoid unnecessary disruption to any Services already scheduled during the notice period.

10.2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

10.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;

10.2.2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

10.2.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

10.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.3. Without limiting its other rights or remedies, the Provider may terminate the Contract with immediate effect by giving written notice to the Client if:

10.3.1. the Client fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 (fourteen) days after being notified to make such payment; or

10.3.2. there is a change of Control of the Client which, in the Provider's reasonable opinion, creates a material commercial, regulatory, reputational, conflict of interest, information governance, or operational risk.

10.4. Without limiting its other rights or remedies, the Provider may suspend provision of the Services under the Contract or any other contract between the Client and the Provider if the Client becomes subject to any of the events listed in clause 10.2.2 to 10.2.4 or the Provider reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

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11. Consequences of Termination

11.1. On termination of the Contract for any reason:

11.1.1. the Provider may forthwith cease the performance of the Services;

11.1.2. the Client shall immediately pay to the Provider all the Provider's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Provider shall submit an invoice, which shall be payable by the Client within 30 days after receipt of invoice;

11.1.3. the Client shall return all Provider Materials and any Deliverables which have not been fully paid for, except where such Deliverables comprise Occupational Health Records, clinical outcomes, certificates, reports, or other documents which the Client is required to retain for legal, regulatory, employment, health and safety, or insurance purposes. If the Client fails to return Provider Materials when required, the Provider may request in writing and give reasonable notice to take possession of them on an agreed date and time. Until returned, the Client shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with this Contract.

11.1.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of these Conditions which existed at or before the date of termination or expiry; and

11.1.5. clauses which expressly or by implication survive termination shall continue in full force and effect.

12. General

12.1. Force Majeure

12.1.1. Neither party shall be in breach of these Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (which shall include for the avoidance of doubt, pandemic).

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12.2. Assignment & Other Dealings

12.2.1. The Provider may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

12.2.2. The Client shall not, without the prior written consent of the Provider, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

12.2.3. Where the Provider subcontracts or delegates any part of the Services, the Provider shall remain responsible to the Client for the performance of the subcontracted or delegated Services, subject always to the terms of this Contract.

12.3. Confidentiality

12.3.1. Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.2.

12.3.2. Each party may disclose the other party's confidential information:

12.3.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.3; and

12.3.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.3.4. Notwithstanding clause 12.3.1, confidentiality obligations relating to Personal Data, Special Category Personal Data, Clinical Records, Occupational Health Records, medical information, or information subject to clinical confidentiality shall continue for as long as required by applicable law, Data Protection Laws, professional standards, or the Provider's policies and procedures in force from time to time.

12.4. Entire Agreement

12.4.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.4.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.5. Variation

12.5.1. No variation of the Contract or these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.6. Waiver

12.6.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

12.6.1.1. waive that or any other right or remedy; or

12.6.1.2. prevent or restrict the further exercise of that or any other right or remedy

12.7. Severance

12.7.1. If any provision or part-provision of the Contract or these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract and these Conditions.

12.8. Notices

12.8.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office, the email address specified in the Order Confirmation, or such other postal or email address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next Business Day delivery service, commercial courier or email.

12.8.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.8.1; if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

12.8.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.9. Third Parties

12.9.1. No one other than a party to the Contract shall have any right to enforce any of its terms.

12.10. Governing Law

12.10.1. This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

12.11. Jurisdiction

12.11.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation

AGREED TO AND ACCEPTED ON BEHALF OF THE PROVIDER NEWCASTLE PREMIER HEALTH LTD

Print name:

Position:

Date:

Mark Philpott, Chief Executive Officer (CEO)

 Mark

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