

MASTA terms and conditions Covid-19 Testing

- The Masta Services are provided by Masta Limited trading as Masta. By using our Services you are confirming that you have carefully read, understand and agree to be legally bound by these Terms and Conditions which cover all Services we provide.
- Throughout these Terms and Conditions, Services provided via any channel, including but not limited to our Masta website and our Masta Clinics are referred to as "Masta Services", "our Services" or "the Services".
- We reserve the right to change these terms and conditions at any time. The new version will be posted on this website and will take effect immediately upon posting. If you disagree with any part of these terms, then you should not use our Services.

Introduction and responsibilities

• 1. About us

- Masta is a trading name of Masta Limited, a company incorporated in England and Wales under company number 1830630. For healthcare regulatory purposes, the Masta service is overseen by the Registered Manager. Masta Ltd is included in the Lloyds Pharmacy Ltd VAT group under registration number 222 5169 87. Masta can be contacted as follows:

- Phone: 0330 100 4200
- E-Mail: Enquiries@masta.org

• 2. Professional standards and qualifications

- Masta Services involve the provision of information, advice, testing and treatment for a range of medical conditions. To ensure quality care, our clinicians will also follow up with some patients. Services are provided by qualified nurses and pharmacists (collectively 'clinicians') who are registered with the General Medical Council or the General Pharmaceutical Council in the UK. Each Masta clinic is registered with the Care

Quality Commission, the English independent healthcare regulator. This registration permits us to use medicines and provide testing services with patients face to face. All of our clinicians comply with the requirements of their professional bodies, the standards set by the healthcare regulators we are registered with. [Full details of our registrations and how we are regulated are here.](#)

• **3. Privacy and security**

- Your privacy is important to us and the following information explains how we will use and protect it.

• **a. Privacy of your information**

- MASTA as part of McKesson and its group of companies complies with all relevant Data Protection legislation. We will use the information you provide with other information we obtain about you to administer and provide the goods and/or services you request. We will not share your personal information with any organisation other than those directly involved in delivering these services, namely the dispensing pharmacy, LloydsPharmacy, and our partner laboratory; Nationwide Pathology Limited, Royal Mail where you have selected a delivery option.

• **b. Security**

- Masta Services use security technology, including firewalls and Secure Socket Layers to protect information submitted through this website and has procedures in place to ensure paper and computer systems and databases are protected against unauthorised disclosure, use, loss and damage. Nevertheless, electronic transmissions are never completely private or secure and there is a risk, therefore, that any electronic communications sent may be intercepted and potentially read by others. You should, therefore, ensure that any computer, device or telephone you use to access your online patient record is suitably protected from potential interception.

- You must not misuse the Services by;

- knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- attempt to gain unauthorised access to the Services, the servers on which they are stored, or any server, computer or database connected to the Services.

- attack the Service via a denial-of-service attack or a distributed denial-of service attack.
- By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Services will cease immediately.

- **c. Direct marketing**

- Where a patient has given their explicit consent, Masta Services, LloydsPharmacy Limited and any other group Company may send direct marketing materials to the patient by email to the contact email address provided by the patient.

- **4. Registration**

- In order to use the Masta Services, you will be required to register with Masta and create a personal secure patient record. We reserve the right to suspend or terminate access at any time if we believe that your continued use of our services will prejudice others or us. By registering to use the Masta Services, you:

- a. confirm that the information you provide is accurate and complete; and
- b. agree to keep any username and password used by you confidential and to take reasonable steps to protect and not to share the login details for your online patient record with anyone; and
- c. confirm that you are aged 18 or over.

- **5. Our commitment to you**

- Each of our clinicians commits to:

- **a. Professional responsibility**

- Take professional responsibility for each patient who uses the Masta services to the same extent as a doctor would have responsibility when meeting a patient face to face.

- **b. Compliance**

- Provide a professional and transparent service that complies with General Nursing Council and General Pharmaceutical Council on the Fundamental Standards as interpreted by England's healthcare inspectorate, the Care Quality Commission, and clinical best practice in England.

- **c. Provide identification**

- Volunteer their name and General Nursing Council/General Pharmaceutical Council professional registration number when using medicines and communicating with patients.

- **d. Privacy**

- Take all reasonable steps to protect patients' personal information as described in our Privacy Policy.

- **6. Your commitments when using Masta Services**

- As the patient, you commit to:

- **a. Accurate information**

- Answer all questions truthfully and fully.

- **b. Personal registration**

- Not register more than once.

- **c. Registration for someone other than yourself**

- Not register or complete questionnaires on behalf of anyone other than yourself.

- **d. Comply with instructions**

- Read carefully, all correspondence or face to face instructions before taking any medicines that our clinicians have prescribed and to comply with any instructions given for each medicine. If you are uncertain as to how to use a testing kit or take any medicine we have provided to you, you will contact us and not use the kit or medicine until you have sufficient information from us and understand the correct instructions.

- **e. Decisions at Masta Services**

- Accept the Masta services' decision when our clinician determines that it is not in your best interests to receive the requested medicine, treatment or test.

- **f. Abusive Behaviour**

- Treat our Clinicians and staff with respect. We do not tolerate abusive behaviour. In the event of such behaviour we are within our rights to refuse to provide the Services refund any open orders.

- **g. Notify your GP**

- With your consent and provided you send us in writing the name and fax number for your GP, we will always offer to inform your GP of any medicines that our clinicians prescribe.

- it is your responsibility to notify your GP. If you decide not to notify your GP, it is important that you keep a record of any medicines that we have prescribed.

- However, please note that in emergency situations, we may need to contact a healthcare professional, social services or the emergency services without your consent, regardless of whether or not you have declined previous offers to notify your GP. This includes but is not limited to situations where we may believe that you are, or someone else is at risk of neglect, sexual, physical or emotional abuse; a serious crime has occurred or may occur, or where it is considered that someone may be at risk of significant harm or serious addiction as a result of the information we receive; if we

have significant concerns about your health and/or wellbeing; or where this is otherwise required by law.

- **h. Protect medicines**

- Ensure that no-one other than yourself has access to any medicines that we make available to you.

- **i. Expiry date**

- Ensure that any medicines prescribed in advance of need are not used beyond their expiry date.

- **j. Notify side-effects**

- Inform Masta if you experience any side-effects from any medicines we make available to you or if you think that any medicine we made available to you has not been effective.

Ordering Medicines and Masta Services

- **7. Information and advice**

- The information and advice provided by Masta Services, when you use the service is based on the information you have supplied to us. It is your responsibility to ensure this information is correct and complete and you accept that failure to do so (whether intentionally or not) will affect the information and advice we give to you and the medicines we supply to you and, as such, may have consequences for which we are not responsible. We aim to respond to all requests for information and advice within three business days – business days being Monday to Friday, excluding public holidays.

- Follow up:

- Our clinical team may contact you to check how you are getting on after using the service.

- One of our team may also contact you for feedback about your service experience to help us improve to ensure we meet your needs.

- From time to time we use anonymised or pseudonymised information (this means it is impossible to identify individuals) to carry out an evaluation of our service, to report on and improve the standards of clinical care and service we provide, and to help inform good clinical practice.

• 8. Testing services

- Testing services cover only those conditions and infections that are specified for that particular testing service on our website or in clinic. All tests that are offered through this website are from reputable laboratories and are of the standards expected for the clinical purpose but as with all tests, no test can be 100% accurate and all tests are subject to a 'window period'. The 'window period' for each test is made clear on the website. Where MASTA provides an estimated time in which you will receive your test results this is indicative only, Masta provides no guarantee that you will receive the results of your results in the time stated. Where a fit to fly certificate or other documentation is provided to you following your test Masta makes no guarantee that your destination will accept our certificate and you should always check your destinations requirements prior to travelling.

• 9. Pricing

- All prices on this website are in pounds sterling and include VAT unless expressly stated otherwise. We take care to ensure that all pricing information on our website is accurate but occasionally there may be an error. In the event that an error has occurred and the price charged is too high, we will identify all those that have overpaid and refund the difference.

• 10. Concluding a binding contract

- When we receive an order from you to purchase services from us i.e. book a test online or over the phone, we will confirm that we have received the order by sending a confirmation email to the contact email address that you supplied. Your order is an offer to purchase an item i.e. a covid test and will not be binding on us until we either send a confirmation of your appointment booking or commence a clinical service, whichever occurs first. We reserve the right to reject any order. Where you fail to attend an appointment or notify us that you will not attend within 48 hours of your appointment you may incur a cancellation fee of £20.

- **11. Payment and refunds**

- In providing payment card details, you confirm that you are authorised to use the card and authorise us, or our payment service provider, to take payment in full for the items in your order and any associated delivery fees and any other charges that become due to us under these terms and conditions.

- Refunds, if applicable, will only be made using the payment gateway (e.g. Sagepay) to the card originally used for payment. Refunds may take up to five working days to appear on a card statement.

- **12. Authorisation of orders for medicines**

- Our clinicians can only make a decision as to whether it is in the best interests of the patient to receive a medicine or test when the clinician has all relevant information. On occasion, this may require the clinician to ask the patient for additional information further to the information that was provided in response to an online questionnaire.

- **13. Non-availability/substitutes**

- In the event that a patient's chosen pharmacy or clinic is unable to fulfil a service, we will contact the patient to agree an alternative pharmacy or clinic that we have already identified as having the service available or the resources to perform the test.

- **14. Delivery of orders**

- Masta will perform all test and supply all goods related to the service in clinic at your appointment.

- **15. Refunds and your right to cancel**

- For testing services, you have the right to cancel up to two days before your appointment

- **Liability if the service is not as expected**

- **16. LloydsPharmacy**

- Masta Services are operated by Masta Limited, and LloydsPharmacy has no liability to you in respect of your use of the service. You agree that any claim you make in connection with the Masta Services will only be brought against Masta Services.

- **17. Our liability to you**

- Masta Services accept full clinical responsibility for all its patients to the full extent that the law requires. We will not be liable for any loss or damage (in contract negligence or otherwise) where:

- There is no breach of a legal duty of care owed to you by us or;
- The loss or damage is not a reasonably foreseeable result of any such breach or;
- Any loss or damage or increased risk of loss or damage results from a breach by you of these Terms and Conditions.

- We are not responsible for:

- a. loss or damage caused by you providing inaccurate or incomplete information;

- b. loss of your emotional well-being including, but not limited to, any embarrassment caused;

- c. loss of income or anticipated profits;

- d. loss of opportunity;

- e. loss of goodwill or injury to reputation;

- f. losses suffered by third parties; or

- g. any indirect, consequential, special, or exemplary damages arising from the use of the service regardless of the form of action.

- H. any delay in receiving the results of your tests, any timeframe stated in receiving your test results is an estimate only. If the results of a test are required before you travel you should aim to undertake a test in good time before you travel. Masta provides no guarantee you will receive your results within the estimated time stated.

- Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation. Nothing in these Terms and Conditions affects your statutory rights.

- **18. Information on this website**

- We take care to ensure that all information available on our website about our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. General medical information provided on the website – as opposed to personalised information uploaded into your online patient record - is not a substitute for specific and personalised medical advice and should not be read or used as such.

- **19. Links from this website**

- We may, from time to time, provide links from this website to websites that are owned and controlled by third parties. These links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.

Legals

- **20. Use of the Masta Services outside of the United Kingdom**

- Masta Services make no claims or representations that any or all of the content on this website, or the Masta Services may be lawfully viewed, downloaded or used outside the United Kingdom. Unless otherwise expressly stated, the content, this website and the Masta Services are directed solely at users who access the Service from within the United Kingdom. If you choose to use the Service from outside of the United Kingdom you do so at your own risk and are responsible for compliance with the laws of our jurisdiction. We provide our services in accordance with UK laws and regulations and cannot guarantee that this will comply with the rules of the country where you are located. If you are not a UK resident, then you must be located in the UK at the time of your medical consultation.

- **21. Third party rights**

- Nothing in these Terms and Conditions is intended to, nor shall it confer a benefit on any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Terms and Conditions has no rights to enforce them.

- **22. Waiver**

- No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to a subsequent breach.

- **23. Governing law**

- These Terms and Conditions are subject to the laws of England and Wales and each of us hereby submits to the non-exclusive jurisdiction of the English and Welsh courts.

- WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS WEBSITE AND WILL TAKE EFFECT IMMEDIATELY UPON POSTING.

- IF YOU USE THIS WEBSITE AFTER THE NEW TERMS AND CONDITIONS HAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS.