

PATIENT DETAILS - Please complete all boxes			
Surname:	Forename(s)		DOB (dd/mm/yy)
Gender:			
Home Address:			
Email Address:			
Telephone Number:			
Hospital original biopsy was taken:			
Additional hospital information if treated at more than one:			
REQUESTING CLINICIAN ( if self-referring leave this section blank)			
Name:	Address:		
Phone:			
Secretary name and contact details (If known):			
Clinician's Report Email:			
Patient to receive report:	Y	N	
Additional Information you think we may need: (if applicable)			

(Please tick to acknowledge) I confirm that I have read and agree with Oncologica's Terms and Conditions

**Please ensure all samples are accompanied with a histopathology report**

By sending this test request, you are accepting our Terms and Conditions. All work undertaken is done so strictly in accordance with our Terms and Conditions, including provisions related to our liability, a copy of which is available on the Oncologica UK Ltd website, [www.oncologica.com](http://www.oncologica.com). Copies are also available on request.

## **Terms and Conditions**

The following paragraph on Liability is an extract from the Oncologica Tests' Terms and Conditions. The extract is to draw your attention to particular terms applicable to you but nothing set out here is intended to supersede or override our Terms and Conditions, which can be found on our website at [www.oncologica.com](http://www.oncologica.com) under the title Oncologica Tests' Terms and Conditions. Please read these Oncologica Test Terms and Conditions carefully before you submit an order for the Oncologica Tests, as you will be bound by these Terms and Conditions, once a contract comes into existence as per paragraph 2 of the Oncologica Test's Terms and Conditions.

### **6. Liability**

6.1 The Oncologica Tests have not been cleared or approved by the United States Food and Drug Administration; however, such clearance or approval is not required.

6.2 The Patient agrees that the Oncologica Test Report is intended for clinical use and interpretation by a physician who is experienced and skilled in the use and interpretation of clinical test data. The Oncologica Test Report is based on the Sample submitted by the Patient. The Oncologica Test Report should not be considered or its contents applied to any other patient or any other sample. Oncologica does not update an Oncologica Test Report once it has been sent.

6.3 Information compiled in the Oncologica Test Report includes is from publicly available as well as proprietary sources. By updating the source database, Oncologica makes every effort to provide the most accurate and up-to-date information. However, Oncologica does not warrant or represent that the information in the Oncologica Test Report is accurate, timely or complete.

6.4 The Oncologica Test Report contains drug and clinical trial information. However, Oncologica does not warrant or represent that any drug or clinical trial identified by the Oncologica Test will guarantee a therapeutic response for a particular Patient. The drugs listed in an Oncologica Test Report are ranked on clinical evidence as to the predicted efficacy or appropriateness for the Patient. The Patient shall ensure that its physician shall evaluate and interpret the Oncologica Test Report, along with all other available clinical information about the Patient, to determine the best treatment decisions in their own independent medical judgment. Patient management decisions should not be based on a single test, nor solely on the information contained in the Oncologica Test Report.

6.5 Subject to paragraph 6.10, Oncologica shall have no liability for any use made of the information provided in the Oncologica Test Report, including but not limited to any report prepared by Oncologica summarising the results of the Oncologica Tests, any advice supplied by Oncologica, any decisions taken, or for any costs incurred by Patient and/or the Patient's physician and/or the Agent in consequence of such use, advice or decisions. The Oncologica Test and/or the Oncologica Test Report is not a substitute for the Patient's physician's professional judgment. The use of the information provided in the Oncologica Test Report is provided as a tool for the ordering physician's use in determining the appropriate treatment for the Patient. The decision as to what course of treatment and the appropriate use of the information provided by the Oncologica Test Report is solely that of the Patient's physician.

6.6 Oncologica does not warrant or represent or guarantee that the Oncologica Tests will identify an actionable genetic alteration that is linked to anti-cancer targeted therapies. Although the Oncologica Tests are comprehensive, in a proportion of Patients, the Oncologica Test result may not identify any actionable mutations for a patient's cancer. In the event that no actionable alteration in the Sample is identified by the Oncologica Test, then the Patient is still under full obligation to pay the Charges and no refund is available to the Patient and/or Agent.

6.7 The Oncologica Test identifies genomic actionable alterations found in the submitted Sample that are linked to anti-cancer targeted agents. Also note that this test only examines tumour, and not normal tissue from the patient, and therefore cannot distinguish between somatic and germline (i.e., heritable) alterations.

6.8 Subject to Clause 6.8, Oncologica shall not be liable to the Patient whether in contract, tort (including negligence and breach of statutory duty), or otherwise for any:

- (a) Error or defect in the Oncologica Test Report as a result of any inaccurate or incomplete information supplied by the Patient;
- (b) Loss of data or materials, including the Sample and/or the Report and including any loss arising as a result of the acts or omissions of a courier;
- (c) Indirect or consequential loss arising whether or not advised of the possibility of the same.

6.9 Subject to the provisions of this Clause 6, Oncologica's total liability to the Patient in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence and breach of statutory duty), or otherwise, shall in no circumstances exceed the Charges paid for the Test that is the subject of the claim.

6.10 Nothing in the Contract limits or excludes the liability of Oncologica for breach of its obligations under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation.

6.11 If the Patient is a consumer (and not a business), the Patient expressly acknowledges and agrees that the Test is supplied to the Patient's specification and therefore there is no right to cancel the Test following acceptance under Clause 2.2. If the Patient is a consumer, then notwithstanding any other provisions of the Contract, none of the Patient's consumer statutory rights are affected.