



TDL
e-VIEW

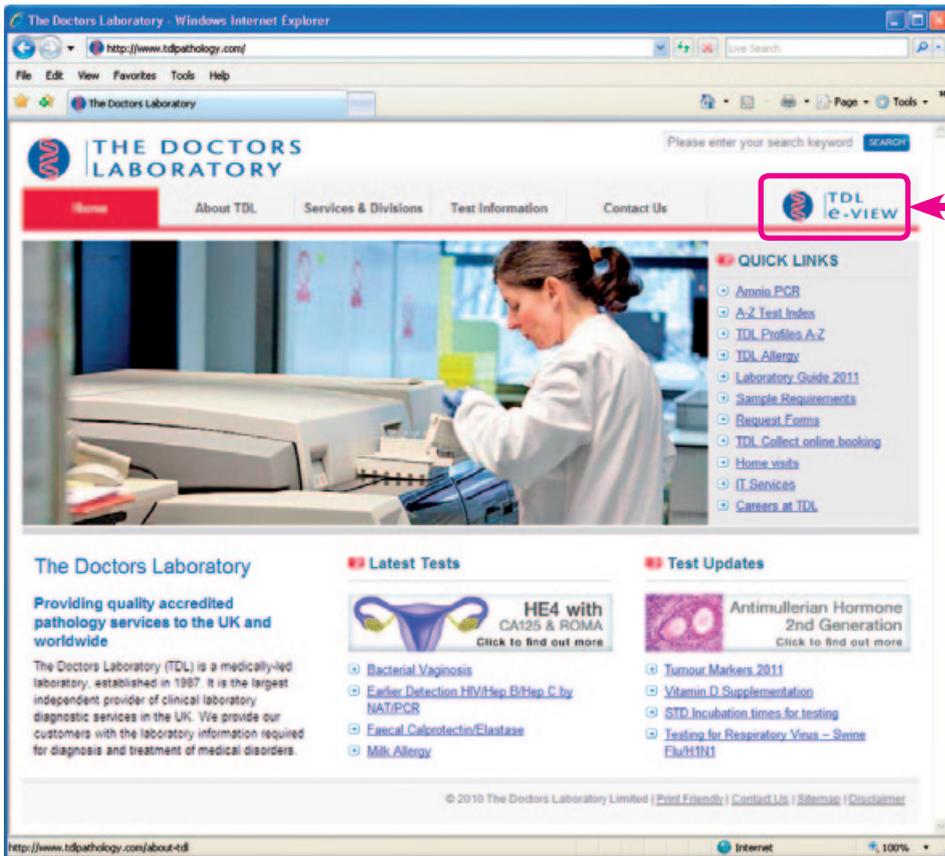
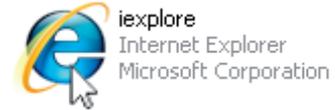
**Real time results.
Anywhere. Anytime.**



User Guide

How do I use TDL e-View?

- 1 Open Internet Explorer browser (other browsers can be used, please note however, that TDL e-View is designed for use with Internet Explorer specifically).
- 2 Go to the TDL Pathology website: www.tdlpathology.com
- 3 On the homepage there is a TDL e-View logo (highlighted below). Click on this link to access your TDL e-View. To create a shortcut to TDL e-View on your desktop, please see page 13.



TDL Homepage link to TDL e-View

- 4 Enter your **Username** and **Password**.

Then click **OK**.

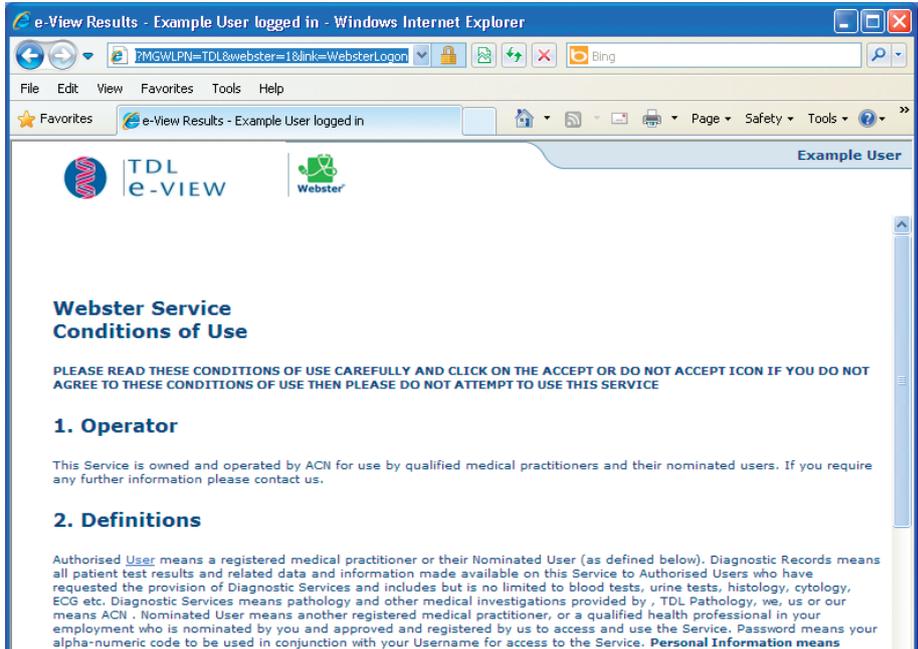
For security reasons we strongly recommend that you DO NOT tick 'Remember my password'.



Your Username is supplied by TDL.

Your initial password will be supplied by TDL, but you can change this later (see page 14).

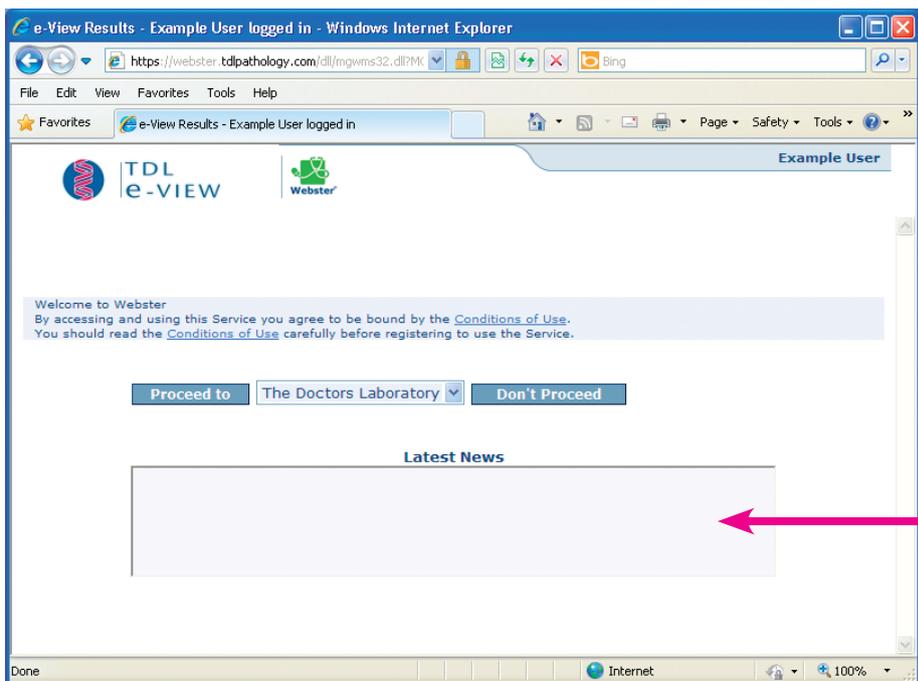
5 The first time you login, you will be presented with the **TDL e-View Conditions of Use**.



After you have read these conditions, and accept them, please click the 'I Accept' button at the bottom of the conditions to proceed.



You will then see the following screen:



6 Please click 'Proceed to'. This will allow you to access your patient's results.

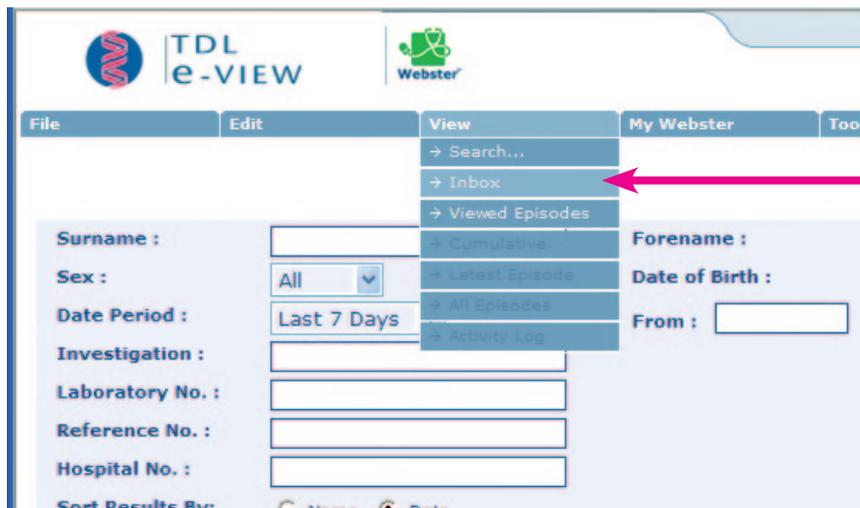
TDL e-View features

INBOX

From the date of being set up as a TDL e-View user, all of your patients results will be delivered into your own private inbox. All reports will remain securely in your inbox until you have viewed the result.

How do I access my Inbox?

- 1 Click '**View**' on the blue menu bar at the top of your screen. Then select and click on '**Inbox**' from the drop down menu.



Select and click on 'Inbox' from the drop-down menu.

- 2 Your inbox will appear and all your patients will be listed. The most recent result will be displayed at the top.

A screenshot of the TDL e-View web application interface showing the inbox. At the top, there are logos for TDL e-VIEW and Webster. Below the logos is a navigation menu with 'File', 'Edit', 'View', 'My Webster', 'Tools', and 'Help'. The 'View' menu is open, showing options: 'Search...', 'Inbox', 'Viewed Episodes', 'Cumulative', 'Latest Episode', 'All Episodes', and 'Activity Log'. A pink arrow points to the 'Inbox' option. To the right of the menu, there are search filters for 'Surname', 'Forename', 'Sex', 'Date of Birth', 'Date Period', 'Investigation', 'Laboratory No.', 'Reference No.', and 'Hospital No.'. The 'Date Period' is set to 'Last 7 Days'. There are also input fields for 'From' and 'Sort Results By'. Below the search filters, there is a table with the following columns: 'Patient Name', 'Sample Date', and 'Tests Requested'. The table contains 12 records. The first 7 records have a red exclamation mark icon. The 'Print All' button is visible in the top right corner of the table area.

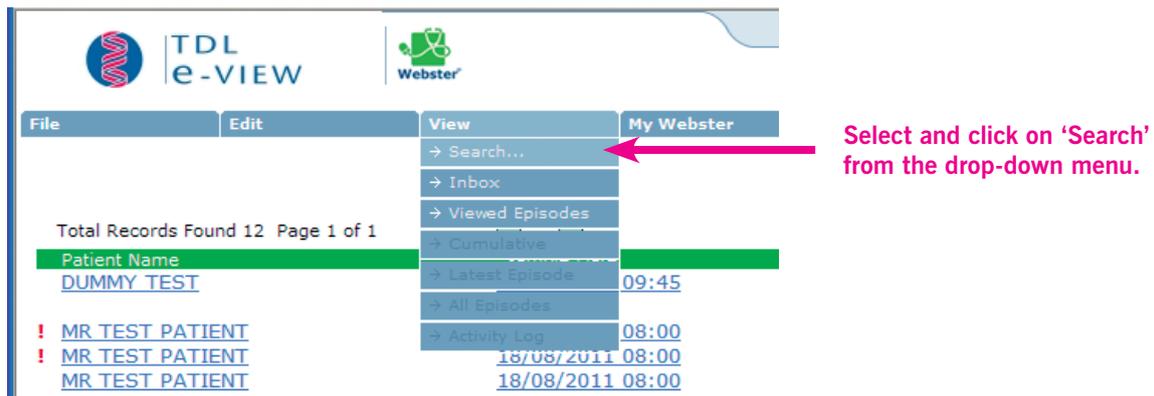
Patient Name	Sample Date	Tests Requested
! MR TEST PATIENT	18/08/2011 08:00	PROTHROMBIN TIME
! MR TEST PATIENT	18/08/2011 08:00	PROTHROMBIN TIME
MR TEST PATIENT	18/08/2011 08:00	PROTHROMBIN TIME
! MR TEST PATIENT	18/08/2011 08:00	PROSTATE SPECIFIC AG, FREE PSA
! MR TEST PATIENT	18/08/2011 08:00	PROSTATE SPECIFIC AG, FREE PSA
MR TEST PATIENT	18/08/2011 08:00	PROSTATE SPECIFIC AG
! MR TEST PATIENT	18/08/2011 08:00	FULL BLOOD COUNT, FILM (RULES ADDITION), ESR, FK506, HIV PROVIRAL DNA/RNA
MR TEST PATIENT	18/08/2011 08:00	C REACTIVE PROTEIN, HIV PROVIRAL DNA/RNA
! MR TEST PATIENT	18/08/2011 08:00	C REACTIVE PROTEIN
! MR TEST PATIENT	18/07/2011 08:00	FULL BLOOD COUNT, FILM (RULES ADDITION), ESR, FK506, HIV PROVIRAL DNA/RNA

SEARCH

You can now search for your patient's results using any of the search fields shown below in the picture, e.g. Patient's name, Reference number, Date of Birth etc.

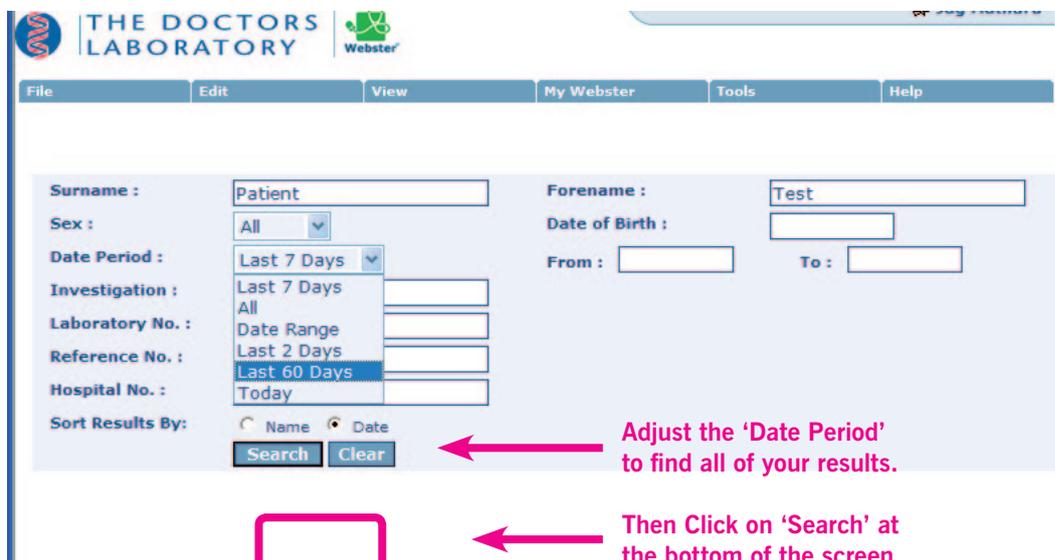
How do I search for a patient?

- 1 Click '**View**' on the blue menu bar up the top of the screen. Select and click on '**Search**' from the drop-down menu.



- 2 Enter your patient's details.

The '**Date Period**' might need to be adjusted to find all your results.

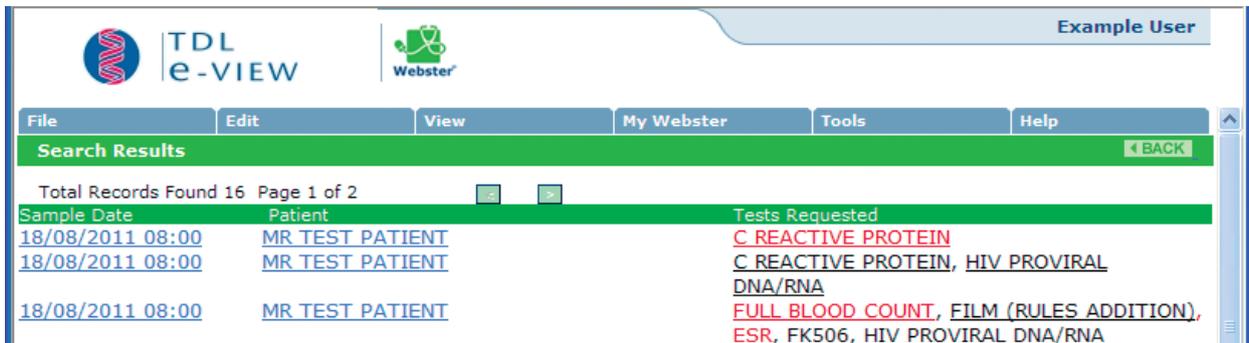


- 3 Click '**Search**' at the bottom of the screen.

HELPFUL HINTS

- Type only the first three letters on the patient surname and a first initial (This will broaden your search and allow for any differences in spelling).
- The 'Date Period' might need to be adjusted to find the relevant results.

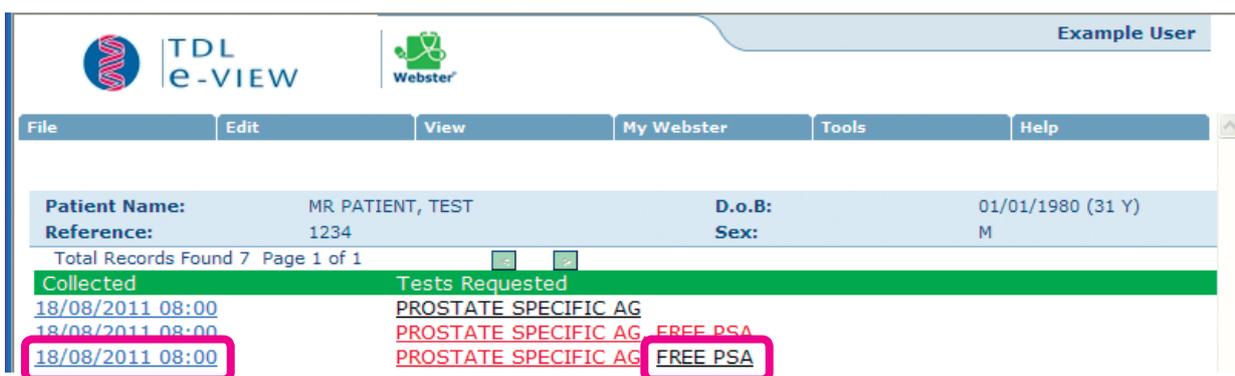
4 A list of patients who match your search criteria will appear.



5 Click onto the required patient's name. A list of dates will appear. These are all the results captured from this particular patient from the time you began using TDL e-View.



6 Click on the appropriate date in the left column to view that report.



Click on a 'Sample date' to view the entire report for that patient.

Click on 'Test Name' to view a specific test result only.

HELPFUL HINTS

- Tests that are not yet complete or are awaiting authorisation are not underlined and are marked 'pending' in the report.
- Click on 'Sample date' to view the entire report for that patient.
- Click on 'Test Name' to view a specific test result only.

7 Once the report is opened, you will see that out of range results are shown in red.

Only results with a numeric value and reference ranges can appear in red.
 Comments or text result do not show in red even if they relate to an abnormal result.

Clicking on the left and right arrows here will allow you to view earlier or later episodes for the same patient.

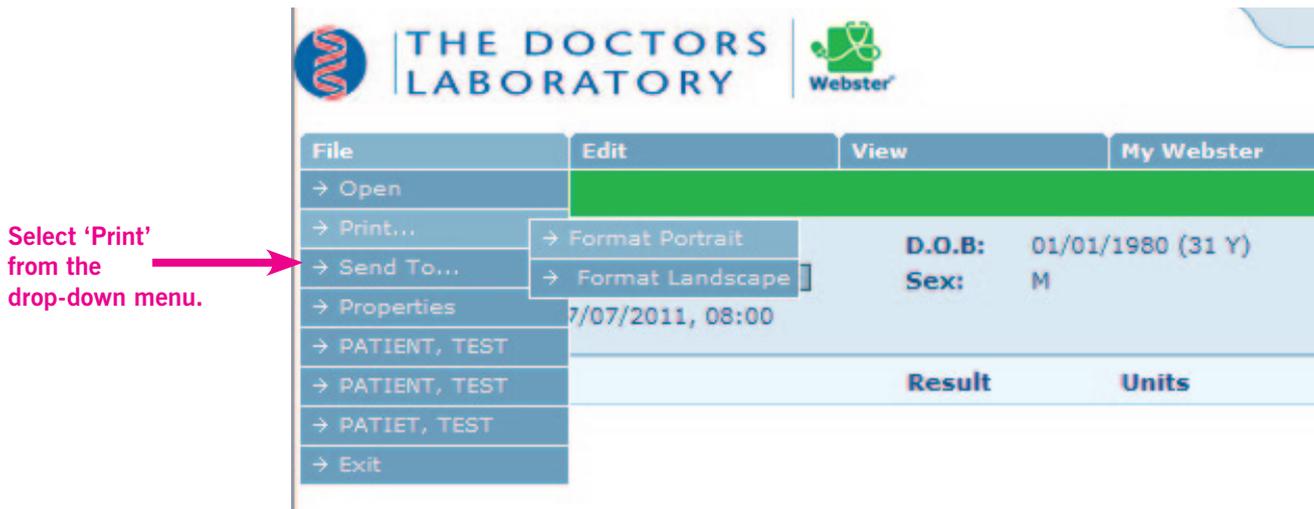
Test Name	Result	Units	Reference Range
HAEMOGLOBIN	* 10.5	g/dL	13.0 - 17.0
HCT	* 0.357		0.37 - 0.50
RED CELL COUNT	5.24	x10 ¹² /L	4.40 - 5.80
MCV	* 60.0	fL	80 - 99
MCH	32.5	pg	26.0 - 33.5
MCHC	* 39.0	g/dL	30 - 35
RDW	* 16.0		11.5 - 15.0
PLATELET COUNT	222	x10 ⁹ /L	150 - 400
MPV	10.1	fL	7 - 13
WHITE CELL COUNT	4.58	x10 ⁹ /L	3.0 - 10.0
Neutrophils	56.0% 2.56	x10 ⁹ /L	2.0 - 7.5
Lymphocytes	32.0% 1.47	x10 ⁹ /L	1.2 - 3.65
Monocytes	5.0% 0.23	x10 ⁹ /L	0.2 - 1.0
Eosinophils	2.0% 0.09	x10 ⁹ /L	0.0 - 0.4
Basophils	1.0% 0.05	x10 ⁹ /L	0.0 - 0.1
BLOOD FILM REPORT	.		
ESR	* 26	mm/hr	1 - 10
FK506 (Tacrolimus)	0.8	ug/litre	
	Risk of toxicity if level above 20		
	Method used for tacrolimus:Architect CMI		

8 To print these results, see page 7 for instructions.

PRINTING A REPORT

How do I print a result?

- 1 While viewing the report or a specific test result, click on 'File' from the blue menu bar at the top of your screen, then select and click on 'Print' from the drop down menu.

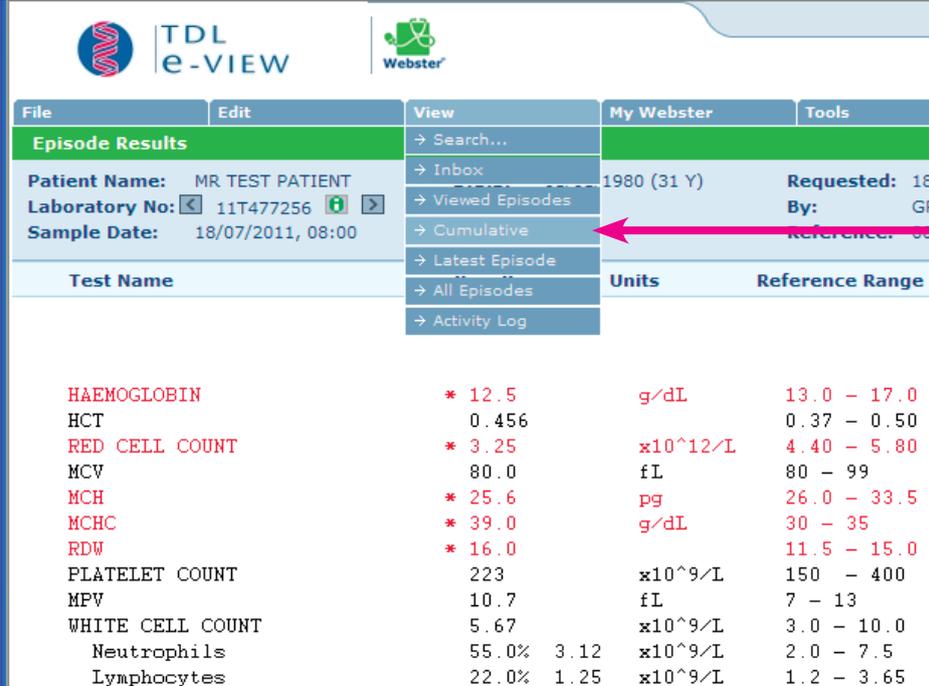


CUMULATIVE AND GRAPH

You can also view and print a Cumulative Graph for a series of results for any one patient. This feature applies only to results with numeric values for patients who can be identified by their Cumulative or Patient Number. This number must be given with your patient's demographics on every request form. Patient ID Numbers will automatically be sent with electronic requests. Use your personalised TDL Request Forms to remind you to quote your patient's ID number (see page 11).

How do I do graph results?

- 1 While viewing a result click on **'View'** from the blue menu bar at the top and then select and click **'Cumulative'** from the drop-down menu.



The screenshot shows the TDL e-View interface. At the top, there are logos for TDL e-VIEW and Webster. Below the logos is a menu bar with 'File', 'Edit', 'View', 'My Webster', and 'Tools'. The 'View' menu is open, showing options: Search..., Inbox, Viewed Episodes, Cumulative (highlighted with a pink arrow), Latest Episode, All Episodes, and Activity Log. To the right of the menu, there is a patient information section with fields for Patient Name (MR TEST PATIENT), Laboratory No (11T477256), Sample Date (18/07/2011, 08:00), and a 'Requested: 18' field. Below this is a table with columns for 'Test Name', 'Units', and 'Reference Range'. The table contains the following data:

Test Name	Units	Reference Range
HAEMOGLOBIN	* 12.5 g/dL	13.0 - 17.0
HCT	0.456	0.37 - 0.50
RED CELL COUNT	* 3.25 x10 ¹² /L	4.40 - 5.80
MCV	80.0 fL	80 - 99
MCH	* 25.6 pg	26.0 - 33.5
MCHC	* 39.0 g/dL	30 - 35
RDW	* 16.0	11.5 - 15.0
PLATELET COUNT	223 x10 ⁹ /L	150 - 400
MPV	10.7 fL	7 - 13
WHITE CELL COUNT	5.67 x10 ⁹ /L	3.0 - 10.0
Neutrophils	55.0% 3.12 x10 ⁹ /L	2.0 - 7.5
Lymphocytes	22.0% 1.25 x10 ⁹ /L	1.2 - 3.65

Select 'Cumulative' from the 'View' drop-down menu.

HELPFUL HINT

- Cumulative/Patient ID Number must be no longer than 10 characters (numbers and/or letters), do not prefix your numbers with zeros.

2 Put a tick in the box next to the results you wish to graph then click 'Graph'.

Select the results you wish to graph, by putting a tick in the box to the left of the test name.



Then click on the 'Graph' button.



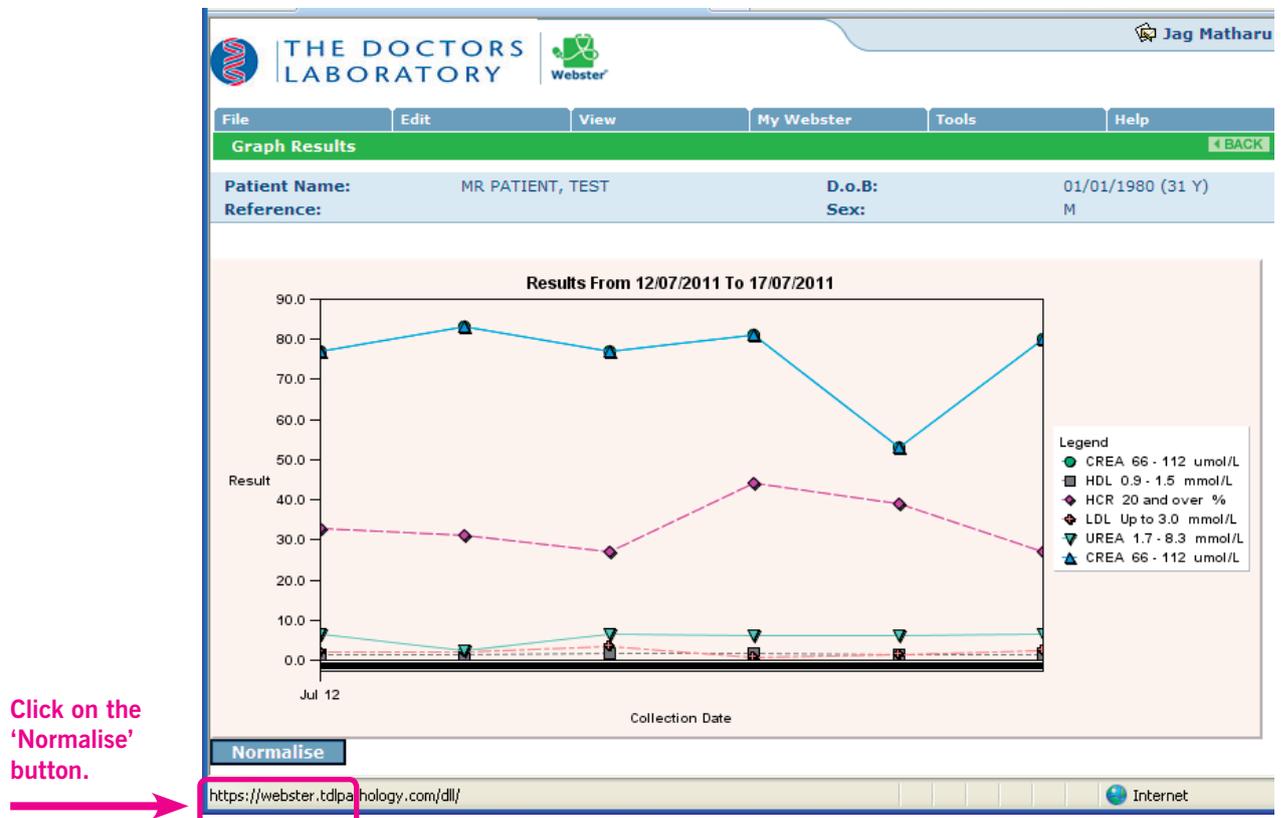
The screenshot shows the TDL e-VIEW interface for a patient named MR PATIENT, TEST. The interface includes a menu bar (File, Edit, View, My Webster, Tools, Help) and patient information (D.o.B: 01/01/1980 (31 Y), Sex: M). A table displays lab results for various tests over time (18/06/11 to 18/07/11). The table has columns for dates, times, test names, and units. The tests listed are ESR, HB, HCT, RBC, MCV, MCH, MCHC, RDW, PLTS, MPV, WBC, and EKS. The 'Graph' button is highlighted with a red box, and the checkboxes for ESR, HB, HCT, and RBC are also highlighted with a red box.

	18/06/11	12/07/11	13/07/11	14/07/11	15/07/11	16/07/11	17/07/11	18/07/11	Units
	08:00	08:00	08:00	08:00	08:00	08:00	08:00	08:00	
	11T477257	11T390951	11T390952	11T390953	11T390954	11T390955	11T390956	11T477256	
Pathology									
<input checked="" type="checkbox"/> ESR			11 *	4	4	32 *	5	1	mm/hr
<input checked="" type="checkbox"/> HB			6.4 *	11.6 *	9.2 *	9.0 *	11.9 *	12.5 *	g/dL
<input checked="" type="checkbox"/> HCT			0.234 *	0.398	0.321 *	0.331 *	0.417	0.456	
<input checked="" type="checkbox"/> RBC			2.50 *	4.52	3.07 *	3.25 *	4.40	3.25 *	x10
<input type="checkbox"/> MCV			93.6	88.1	104.6 *	101.8 *	94.8	80.0	fL
<input type="checkbox"/> MCH			25.6 *	25.7 *	30.0	27.7	27.0	25.6 *	pg
<input type="checkbox"/> MCHC			27.4 *	29.1 *	28.7 *	27.2 *	28.5 *	39.0 *	g/dL
<input type="checkbox"/> RDW			17.6 *	17.8 *	14.3	16.4 *	14.5	16.0 *	
<input type="checkbox"/> PLTS			330	262	418 *	517 *	291	223	x10
<input type="checkbox"/> MPV			9.8	10.7	9.4	10.4	12.2	10.7	fL
<input type="checkbox"/> WBC			8.82	5.01	10.70 *	35.73 *	6.09	5.67	x10
Pathology									
<input type="checkbox"/> EKS	0.8							26.0	ug/litre

HELPFUL HINT

There is no limit to the number of results you can select for your Cumulative Graph. however, the more tests you select the busier your graph will look. Tests with very different reference ranges will distort the graph's output when selected and presented, together. Try a few tests to recognise how these work best from a display point of view.

- 3 When the graph is displayed, if you hover your mouse over a specific time point this will show the numeric result for that test. It will also show the date the sample was received in the laboratory and the specific test's reference range. Clicking on a specific time point will open the report showing all of the accompanying results for that particular date and time.



- 4 Click on '**Normalise**' at the bottom of the graph to view the graph in relation to high and low ranges.

E-VIEW REQUEST FORM

PATIENT RECEPTION AT: THE DOCTORS LABORATORY 55 Wimpole Street, London W1G 8YL Monday to Friday 7.00am – 7.00pm Saturday 9.00am – 5.00pm Tel: 020 7307 7383 Patient Reception Fax: 020 7307 7377 Main Tel: 020 7307 7373 Out of hours samples may be dropped at 55 Wimpole St or 60 Whitfield St										CLINICIAN Doctor _____ Address _____ _____ _____ Tel _____ Fax _____										SOURCE Additional copy of results to: _____ _____ _____																			
SURNAME _____										DOB / /										When completing this form please provide at least three unique identifiers for your patient.																			
FORENAME _____										TITLE _____										M/F _____																			
Please Tick (Biochemistry) DL1 <input type="checkbox"/> (Biochemistry/HDL) DL1L <input type="checkbox"/> (Haem/Bio) DL2 <input type="checkbox"/> (Haem/Bio/HDL) DL2L <input type="checkbox"/> (Haematology) DL3 <input type="checkbox"/> (Haem/Bio (short)) DL4 <input type="checkbox"/> (Haem/Bio/HDL) DL4L <input type="checkbox"/> (Postal Haem/Bio) DL5 <input type="checkbox"/> (Postal Haem/Bio/HDL) DL5L <input type="checkbox"/> Well PersonsScreen (DL2/T4/TSH/Ferritin) DL6 <input type="checkbox"/> (DL2L/T4/TSH/Ferritin) DL6L <input type="checkbox"/> Well Man Screen (DL6/PSA/Ferritin) DL7 <input type="checkbox"/> (DL6L/PSA/Ferritin) DL7L <input type="checkbox"/> Well WomanScreen (DL6, Thin Prep PAP/Ferritin) DL8 <input type="checkbox"/> DL6/HDL/Thin Prep PAP/Ferritin DL8L <input type="checkbox"/> Senior Male Profile 60+ DL9M <input type="checkbox"/> Senior Female Profile 60+ DL9F <input type="checkbox"/> Cardiovascular Risk Evaluation Profile DL10 <input type="checkbox"/> Cardiovascular Risk Plus Profile DL11 <input type="checkbox"/> Sexual Health/7STD by PCR DL12 <input type="checkbox"/>										ECG (Service available between 9.00am and 4.00pm) <input type="checkbox"/> Home Visit <input type="checkbox"/> PAPT <input type="checkbox"/> Thin Prep Cervical Cytology LMP: / / Last smear: / MONTH YEAR Routine screen <input type="checkbox"/> Colposcopy <input type="checkbox"/> Previous abnormal (please specify): _____ ADDITIONAL TESTS FROM THE VIAL HPV Thin Prep HPV <input type="checkbox"/> TPCR Thin Prep Chlamydia <input type="checkbox"/> TGON Thin Prep Gonorrhoea <input type="checkbox"/> TCG Thin Prep CT/GC combined <input type="checkbox"/> 7 STD Profile (DL12) <input type="checkbox"/> Thin Prep 7 STD Screen by PCR										TDL e-View Patient/ Cumulative ID No. _____										PROFILES AND TESTS Please specify									
Clinical Details <input type="checkbox"/> Fasting <input type="checkbox"/> Ethnic Origin (Please specify) _____ <input type="checkbox"/> Drug Therapy (Please specify) _____										<input type="checkbox"/> Pregnant <input type="checkbox"/> Post Menopause <input type="checkbox"/> Post Natal										<input type="checkbox"/> Irregular Bleeding <input type="checkbox"/> Suspicious Cervix <input type="checkbox"/> Hysterectomy										<input type="checkbox"/> IUCD <input type="checkbox"/> HRT									
<input type="checkbox"/> Fee to be paid by Patient Address _____ _____ _____ Postcode _____ Contact telephone number _____										<input type="checkbox"/> Fee to be paid by Doctor / Clinic as above Signature _____ Date _____																													
For Practice Use Only: EDTA SST GREY MSU OTHERS INITIALS _____										For Laboratory Use Only: EDTA SST GREY MSU OTHERS INITIALS _____										For Patient Service's Use Only: TIME IN TIME IN TIME OUT TAKEN BY R Ph Ph INITIALS _____										Codes _____									
Sample Date _____										Sample Time _____										THE DOCTORS LABORATORY																			

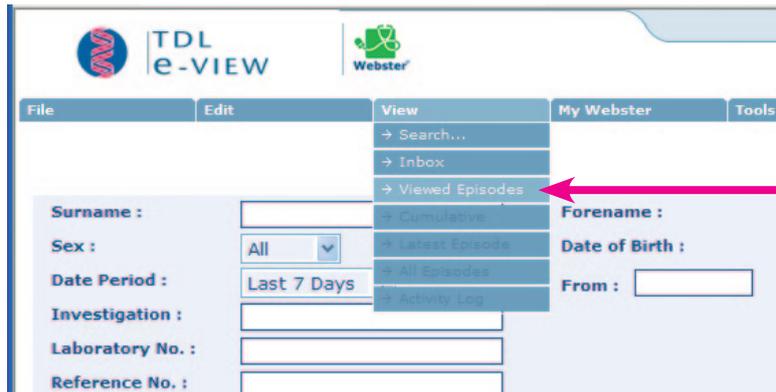
Personalised TDL request forms will be provided to remind you to quote your patient's ID number.

VIEWED RESULTS LOG

TDL e-View keeps a log of your last 50 viewed results.

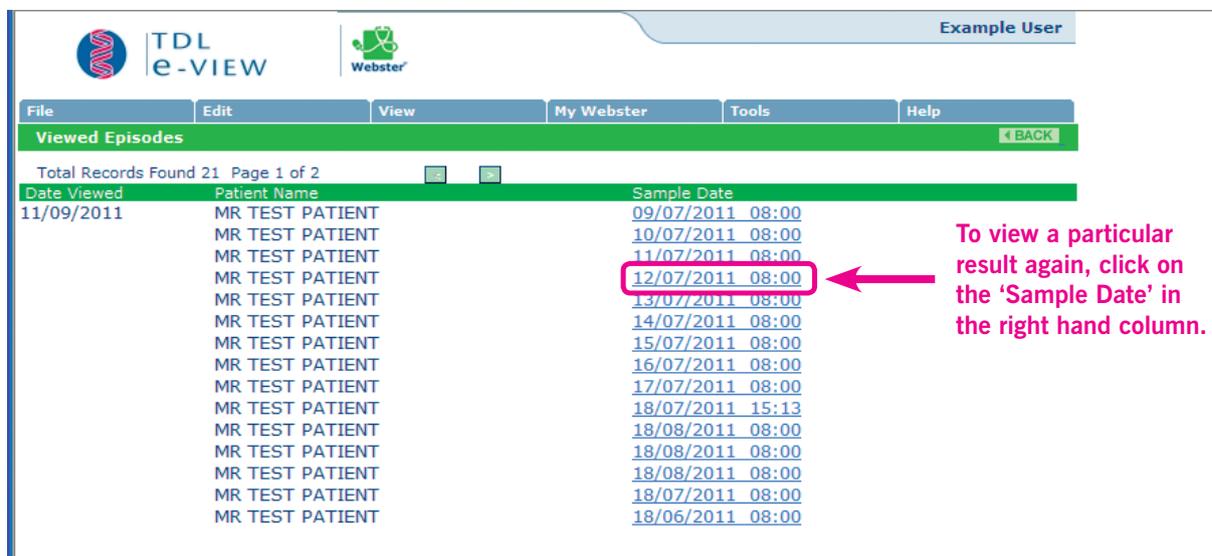
How do I view the log?

- 1 Go to **'View'** on the blue menu bar at the top of your screen, then select and click on **'Viewed Episodes'** from the drop-down menu.



Select and click on **'Viewed Episodes'** from the drop-down menu.

- 2 A list of all your previously viewed results will appear. To view a particular result again, click on the **'Sample Date'** in the right hand column.



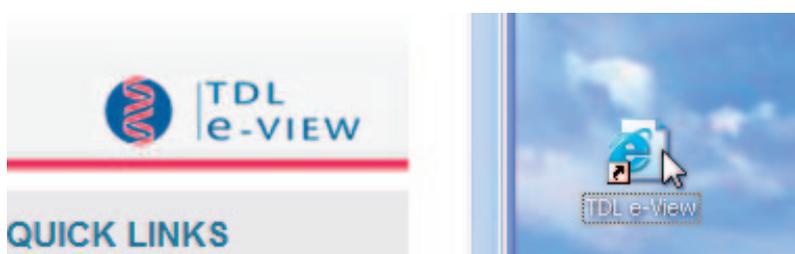
To view a particular result again, click on the **'Sample Date'** in the right hand column.

CREATE A DESKTOP SHORTCUT

- 1 Go to the TDL Pathology website: **www.tdlpathology.com**
- 2 On the homepage there is a TDL e-View logo (highlighted below).



- 3 Click on this icon, keep the mouse button held and drag it to your desktop to create a shortcut. An icon will appear on your desktop as below:

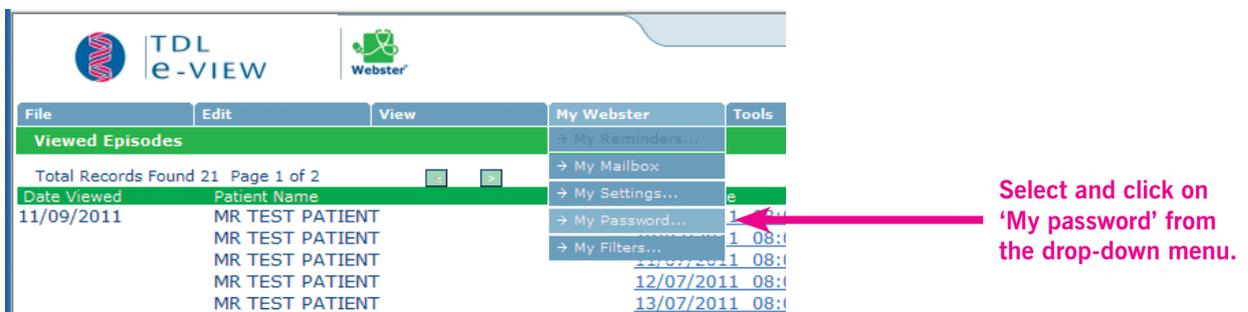


PASSWORD

TDL will give you your user name and password. You need to use this each time you access e-View. It should be kept secure and not disclosed to anyone. Try to memorise it and not leave it anywhere in writing where it may be copied or used by others. We suggest that you periodically change your Password.

How do I change my password?

- 1 Select 'My Webster' from the Blue menu bar at the top of your screen, and then click and select My Password from the drop down menu.



- 2 Enter your old password in the first box.
- 3 Your new password should have the following:
 - At least one uppercase letter
 - At least one lowercase letter
 - At least one number
 - At least 8 characters
- 4 Enter you new password and confirm your password.

Old Password :

New Password :

Confirm Password :

After you have entered in your password details, please click on 'Submit' to confirm changes.

- 5 Select Submit at the bottom of the screen to confirm changes.

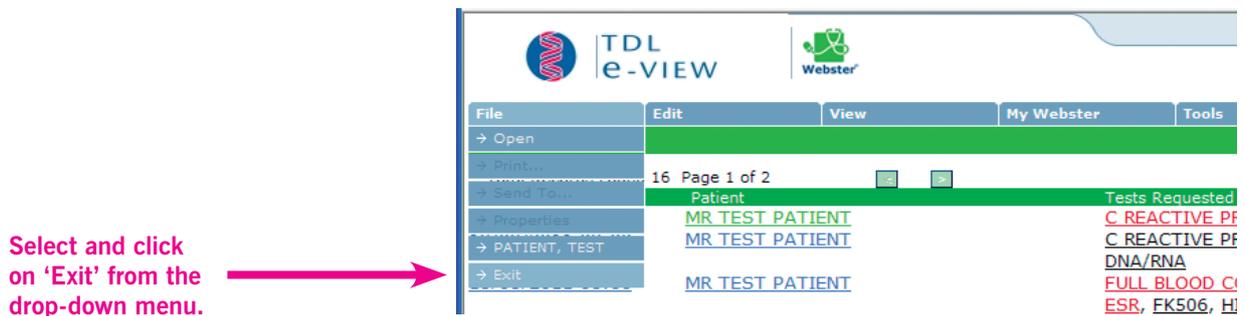
If your Password is lost, stolen, disclosed to any other unauthorised person, or you suspect there is a risk of disclosure to others, then notify TDL straight away by emailing eview@tdlpathology.com or phone 020 7307 7373 and take immediate steps to change your Password.

LOGGING OFF

After you have finished using e-View, please remember to log off from the system, this will ensure that no one can view your inbox after you have left your computer

How do I Log off?

- 1 Select **'File'** from the blue menu bar at the top of your screen and then select **'Exit'** from the drop down menu.



- 2 Select **'Yes'** when prompted to close the window. This will end your internet browser session.



CONTRACT TERMS AND CONDITIONS

These terms and conditions must be read and agreed to before the e-view service will be available. If you accept these terms and conditions by ticking the box as indicated, you are agreeing to be legally bound by this Contract and to comply with the obligations of the Authorised User therein.

To use the Service you will need a browser equivalent to Microsoft Windows Internet Explorer Version 5 or higher, with 128-bit High-level Secure Socket Layer Encryption capability.

1. DEFINITIONS

“Authorised User” means a registered medical practitioner who has registered to use the Service.

“Contract” means these terms and conditions of contract together with the User Guide.

“Data” means Personal Data and Sensitive Personal Data.

“Data Controller” and “Data Processor” have the meanings given to those terms in the Data Protection Act 1998 and in this Contract the Authorised User is the Data Controller and TDL is the Data Processor.

“Diagnostic Records” means all patient test results and related data and information made available on this Service to Authorised Users who have requested the provision of Pathology Services.

“Diagnostic Services” means pathology and other medical investigations provided by The Doctors Laboratory.

“Nominated User” means another registered medical practitioner, or a qualified health professional in the employment of an Authorised User who is nominated by an Authorised User and approved and registered by TDL to access and use the Service.

“Password” means the Authorised User’s/Nominated User’s alpha-numeric code to be used in conjunction with their Username for access to the Service.

“Personal Data” and “Sensitive Personal Data” have the meanings given to these terms under the Data Protection Act 1998 and any other confidentiality laws or codes or guidelines with which the Data Controller is required to comply including those governing the practice of medicine, practitioner/patient relationships or patient confidentiality.

“Primary Service” means the conduct of laboratory tests and other related services provided by TDL under separate contract with the Authorised User.

“Service” means the webster eView service at <https://eview.tdlpathology.com> and includes all Service Content and the Diagnostic Records available on or provided via the Service.

“Service Content” means the compilation of the pages and on-line images of the Service including without limitation all text, graphics, icons and software, including navigational software.

“TDL” means The Doctors Laboratory.

“Username” means the code supplied to an Authorised User upon successful registration to use the Service.

“User Guide” means the booklet entitled TDL e-view User Guide as published from time to time and available at www.tdlpathology.com/eview

1.2 In this Contract unless otherwise specified:

- 1.2.1 reference to a Party is reference to a Party to this Contract and includes the Party’s permitted assignees and/or the respective successors in title to substantially the whole of its undertaking;
- 1.2.2 reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state, or any undertaking whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists;
- 1.2.3 reference to a statute or statutory instrument or any of its provisions is to be construed as a reference to that statute or statutory instrument or such provision as from time to time amended or re-enacted;
- 1.2.4 words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- 1.2.5 reference to “Clauses”, “Paragraphs” or “Schedule(s)” is to, clauses or paragraphs of or schedules to this Contract; and
- 1.2.6 “includes” and “including” shall mean including without limitation.
- 1.2.7 The headings in this Contract are for information only and shall be ignored in construing it.

2. DURATION

- 2.1 This Contract shall commence on the date upon which the Authorised User accepts the terms and conditions by clicking on the relevant button on the TDL e-View website <https://eview.tdlpathology.com> and shall continue in force unless terminated in accordance with clause 10 below.

3. OBLIGATIONS OF THE AUTHORISED USER

- 3.1 The Authorised User warrants as Data Controller of the Data which is to be accessed through the Service that all consents, legal and/or other requirements are in place to enable the lawful processing of the Data and specifically authorises TDL to make the Data available via the Service.
- 3.2 The Authorised User authorises TDL to make the Data electronically available to Authorised Users and Nominated Users in such a way as to enable them to access the Data from locations of the Authorised or Nominated Users' choosing including locations outside of the jurisdiction of England and Wales and outside of the EEC and warrants that all steps required by the Data Protection Act 1998 in this respect have been taken.
- 3.3 The Authorised User indemnifies TDL for any costs, expenses, loss, claim or damage sustained by TDL as a result of any Data being unlawfully supplied to them for processing or any breach of the Data Protection Act 1998 by TDL as a result of their reliance on the Authorised User's warranties in 3.1 and 3.2 above.
- 3.4 The Authorised User is responsible for ensuring the security of the Data when accessed via the Service including but not limited to ensuring confidentiality of Usernames and Passwords of the Authorised User and any Nominated Users and for ensuring that no person other than an Authorised User or Nominated User accesses the Service or the Data. The Authorised User shall keep secure and confidential any reports printed via the Service which shall include confidential destruction of the same when no longer needed.
- 3.5 If a Username or Password is lost or stolen, or disclosed to any unauthorised person, or either the Authorised User or Nominated User suspect there is a risk of disclosure to others, the Authorised User will:
- i. immediately notify TDL of the circumstances; and
 - ii. take immediate steps to change the Username and/or Password.
- 3.6 The Authorised User shall be responsible for the actions or omissions of any Nominated Users as is they were the Authorised User's own actions or omissions.

4. OBLIGATIONS OF TDL

- 4.1 TDL shall only make Data available via the Service in accordance with the Data Controller's authorisations and consents set out in this Contract and shall comply with its obligations as a Data Processor under the Data Protection Act 1998.
- 4.2 TDL shall take all reasonable steps to protect the security of the Data and of the Service.
- 4.3 TDL shall provide the Service in accordance with these terms and conditions and the User Guide.
- 4.4 TDL shall only make the Service available to Authorised Users and/or their Nominated Users who have agreed to be bound by this Contract and who are in receipt of the Primary Service.

5. VARIATION

- 5.1 The Parties may by agreement vary the terms of the Contract. Any such variation shall take effect only when recorded in writing and signed by both Parties. Variations shall be appended to this Agreement once signed.

6. WAIVER

- 6.1 Failure of any Party to exercise any contractual right or remedy shall not constitute a waiver of it. No waiver shall be effective unless it is communicated in writing to the other Party. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of this Contract. The rights, powers and remedies provided in this Contract are cumulative and not exclusive of any rights, powers and remedies provided by law.

7. SUB CONTRACTING AND ASSIGNMENT

- 7.1 Neither Party may subcontract or assign their obligations under this Contract.

8. SEVERABILITY

- 8.1 If any provision of this Contract is or becomes illegal or invalid, it shall not affect the legality and validity of the other provisions. The Parties shall in good faith amend and, if necessary, novate this Contract to reflect as nearly as possible the spirit and intention behind the illegal or invalid provision to the extent that such spirit and intention is consistent with the laws of the jurisdiction and so that the amended clause complies with the laws of the jurisdiction.

9. NOTICES

- 9.1 Any demand, notice or other communication given in connection with or required by this Agreement shall be in writing (entirely in the English language) and shall be delivered to, or sent by pre-paid first class post to, the recipient's head of legal services at its registered office or its address stated in this Agreement (or such other address as may be notified in writing from time to time).
- 9.2 Any such demand, notice or communication shall be deemed to have been duly served:
- 9.2.1 if delivered by hand, when left at the proper address for service;
- 9.2.2 if given or made by pre-paid first class post, 48 hours after being posted
- provided in each case that if the time of such deemed service is either after 4 pm on a Business Day or on a day other than a Business Day service shall be deemed to occur instead at 10 am on the next following Business Day.

10. TERMINATION

- 10.1 This Contract shall terminate automatically on the termination of the contract between TDL and the Authorised User for the Primary Service.
- 10.2 TDL shall have the right to terminate this Contract immediately on the giving of written notice should the Authorised User or their Nominated User breach any of the data security requirements in clause 3.
- 10.3 The Authorised User shall have the right to terminate this Contract immediately on the giving of written notice should TDL breach any of the data security requirements in clause 4.

11. JURISDICTION

- 11.1 This Contract shall be governed by and construed in all respects in accordance with English law. The English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Contract.

12 PROVISIONS SURVIVING TERMINATION

- 12.1 Any rights, duties or obligations of either Party expressed within this Contract which are expressed to survive, or by necessary implication survive the expiry or termination for any reason of this Contract, together with all indemnities, shall continue after such expiry or termination, subject to any limitations expressed in this Contract. For the avoidance of doubt (and without limiting the scope of this clause), the Parties agree that the provisions of clauses 3.1–3.4, 4.2, 11 and 12 and shall continue after such expiry or termination.

13 DISPUTE RESOLUTION

- 13.1 If any dispute arises relating to this Contract or any breach or alleged breach of this Contract 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.
- 13.2 Except to the extent clearly prevented by the area of dispute, the Parties will continue to perform their respective obligations under this Contract while such dispute is being resolved.

14. EXCLUSION OF THIRD PARTY RIGHTS

- 14.1 No third Party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

