



THE LIVEWELL SYNDICATE · POLICY

Consent to care *and treatment.*

How we make sure every test, sample and consultation happens with the person's informed agreement.

The Livewell Syndicate Ltd

Unit L3, Base Business Space, Chamberlain Road, Hull, HU8 8HL, East Yorkshire, UK
(01482) 765 131 · hello@livewellsyndicate.com · www.livewellsyndicate.com

TYPE	REF	VERSION	DATE	REVIEW
Policy	CC-03	5.1	03/10/2026	30/09/2027

Knowledge gives you control over your health.

Controlled document

Document control.

ITEM	DETAIL
Policy code	CC-03
Policy title	Consent to care and treatment policy.
Purpose	Sets out how The Livewell Syndicate obtains, records and respects consent for testing, sample collection, the use of health information, results consultations and the sharing of information.
Applies to	All staff of The Livewell Syndicate, and anyone acting on its behalf, including sample collection practitioners.
Policy lead	Cynferth J. Turrian, Executive Director and Clinic Manager.
Authorised by	Cynferth J. Turrian, Executive Director and Clinic Manager. Date: 03/10/2026
Approved by	Daniel Snow, Managing Director. Date: 03/10/2026
Version	5.1
Date issued	3 October 2026
Next review	30 September 2027, or sooner if practice, law or circumstances change. Review carried out by Cynferth J. Turrian.
Law and guidance checked	3 October 2026

Amendment record

DATE	SUMMARY
3 October 2026	Version 5.1, issued 3 October 2026.

Related documents: SG-01 Mental Capacity Act 2005 (MCA) Policy; CC-02 Chaperone Policy; CC-01 Accessible Information and Communication Policy; CC-16 Patient Identity Checking Policy; CC-10 Virtual and Video Consultation Policy; SG-02 Safeguarding Policy; IG-03 Information Governance and Data Protection Policy; CC-08 Results Communication Policy.

Policy statement.

1. Nothing happens without valid consent: not the order, not the sample, not the use of health information, not a results consultation, and not the sharing of anyone's information.
2. Consent is valid only when it is voluntary, informed and given by someone with the capacity to make the decision. A signature is evidence of consent. It is not consent in itself, and it does not make consent valid if any of those three things is missing (Montgomery v Lanarkshire Health Board, 2015).
3. Consent is an ongoing process. A client can ask questions, change their mind or withdraw at any point.

Who can consent.

4. The Livewell Syndicate tests adults aged 18 and over only. Clients confirm their age when they order. Photo identification is checked before any sample is taken in the clinic, at a workplace session or by an Inuvi practitioner, which confirms both identity and age.
5. Adults are presumed to have capacity (Mental Capacity Act 2005). The Livewell Syndicate accepts only clients who can consent for themselves. Nobody else can consent on an adult's behalf for this service.
6. Before deciding that someone cannot consent, staff take every practical step to help them decide: more time, simpler explanations, written information in an accessible format, an interpreter, or a companion of the client's choosing.
7. If real doubt about a client's capacity remains, the step does not go ahead. Staff record the doubt and the reason, and tell the Clinic Manager.

Consent must be voluntary.

8. Consent must be free from pressure, whether from family, a partner, an employer or staff. Staff who suspect a client is being pressured or controlled follow the Safeguarding Policy (SG-02).
9. In employer funded programmes, taking part is the employee's choice. The Livewell Syndicate never shares an employee's individual results or health information with their employer, or any reason they give for not taking part. The employer receives only an anonymised report from which no individual can be identified, and only where the group includes five or more people.

Consent must be informed.

10. Before they agree, clients are told, through the product page, the checkout, the consent form and by staff:
 - what the test measures, and what it cannot tell them. A result is not a diagnosis, and around one healthy person in twenty falls outside a reference range on any single marker by chance;
 - how the sample is taken, and any preparation, such as fasting;
 - that every result and its written explanation are checked by the Managing Director, a physiologist, before release; that the explanation is first drafted by the BloodGPT results platform, which uses artificial intelligence; and that no doctor reviews the result and no medical advice is given;

- that if a result is critical, The Livewell Syndicate will telephone them urgently and direct them to urgent NHS care, and may ask the emergency services to check on them if they cannot be reached;
 - who will see their information, and that it is not shared with their employer, or with their GP unless they ask; and
 - the price and their cancellation rights, including that the right to cancel ends once the test is complete.
11. Some tests carry implications beyond the number itself, such as a prostate specific antigen (PSA) test. The product page explains these, and clients can ask questions before they order.

How and when consent is recorded.

POINT IN THE JOURNEY	HOW CONSENT IS GIVEN AND RECORDED
Every order, online or by telephone	At checkout the client ticks three separate boxes, none ticked in advance: that they are 18 or over; that they give explicit consent for The Livewell Syndicate to collect and use their health information, including their sample and results, to provide the test; and that they want the test to start straight away and understand that they lose the right to cancel once it is complete. Each tick is recorded against the order with the date and time, and the order confirmation email repeats all three. For a telephone order, staff read the three statements to the client and record their agreement against the order.
Clinic appointment in Hull, or a workplace session run by The Livewell Syndicate	The client shows photo identification, completes a medical history and signs a consent form before the sample is taken. The consent form includes explicit consent to the use of their health information. The practitioner confirms verbal consent immediately before the needle is used.
Home or workplace visit by an Inuvi practitioner	The Inuvi practitioner checks photo identification and takes signed consent under Inuvi's own procedure. The checkout declaration covers the use of health information.
Home finger prick kit, or a venous kit taken by a practitioner the client arranges	The checkout declaration covers the test. The client's own choice to collect and return the sample confirms it. A practitioner the client arranges is responsible for their own consent process.
Health questionnaire on the BloodGPT platform	The client chooses whether to complete it and is told that the answers are used to tailor the written explanation of their results.
Video results consultation with the Managing Director	At the start, the Managing Director confirms that the client wants to go ahead and understands that the consultation explains their results and is not medical advice. The consultation is not recorded or transcribed. A short note is kept in Google Drive recording the date, the client, the length, which results were explained, any signposting given, and that the client was told it is not medical advice.
Sharing information with a GP or anyone else	Only at the client's request, and recorded each time, except in the situations described below.

Sharing information without consent.

12. Information is shared without consent only where the law requires or allows it: where there is a serious risk to the client's life or safety, or to others; for safeguarding; or under a court order. For example, the director on call may ask the emergency services to check on a client with a critical result who cannot be reached, as the Results Communication Policy (CC-08) sets out. Every such decision is recorded with the reason.

Chaperones and companions.

13. Clients may bring a companion to an appointment. A chaperone can be requested in advance.

Refusal and withdrawal.

14. A client can refuse or withdraw consent at any time, including part way through a blood draw. The practitioner stops, explains any consequences plainly, and records the decision.
15. If a client withdraws after their sample has been sent, The Livewell Syndicate asks the laboratory to stop where it still can. Refunds follow the Returns and Cancellations terms.
16. Refusing or withdrawing never affects how a client is treated in future.

Records and review.

17. Consent records, including the checkout record and notes of results consultations, are kept with the client's health record for the same retention period, as set out in the Information Governance and Data Protection Policy (IG-03).
18. Consent records are checked on a sample of client files at each quarterly governance review.
19. Any change to the checkout declaration, the consent form or the consent wording on the website is approved by the Clinic Manager and the Managing Director before it is used.
20. This policy is reviewed every year.

Law and guidance.

Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, regulations 16 and 36.

General Medical Council. (2020). Decision making and consent. London: GMC.

General Medical Council. (2017). Confidentiality: Good practice in handling patient information. London: GMC.

Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, Regulation 11 (need for consent).

Mental Capacity Act 2005, and Department for Constitutional Affairs. (2007). Mental Capacity Act 2005 code of practice. London: The Stationery Office.

Montgomery v Lanarkshire Health Board [2015] UKSC 11.

UK General Data Protection Regulation, Articles 7 and 9(2)(a).