

## Terms of service

### Terms and Conditions of Business

#### 1. Agreement

When you book a Covid testing kit it means that you have accepted our full terms and conditions of booking.

These Terms and Conditions of Business governs the relationship which will exist between us. By continuing to use the services of The Health Clinic by AR we shall be entitled to assume you have agreed to the terms and conditions set out here. Unless otherwise agreed, these Terms and Conditions of Business shall apply to any future instructions given by you to The Health Clinic by AR. Nobody is authorised to alter these terms other than in writing.

#### 2. Our COVID-19 Testing Services

2.1. Purpose: To determine the presence of COVID-19 virus including various strains/variants in a correctly, properly returned, and intact swab sample, using the sample collection kit provided. The test will be performed using an evaluated COVID-19 testing procedure accepted by Public Health England.

2.2 "You" are the customer and have either accessed our website, entered one of our clinics or called our telephone number and you intend to place or have placed an order for our Service.

2.3 Throughout our Service, website and during any telephone call or written correspondence between you and us these terms and conditions along with our Privacy policy will apply. If there is any conflict between these Terms and any terms or conditions found elsewhere on our website, or in any written or verbal communication between you and us, these Terms will prevail.

2.4 By purchasing our Service you are giving The Health Clinic by AR and its partner laboratories your informed consent to perform the tests you have ordered. Service may be facilitated by third party subcontractors or agents, professionally trained who will abide by strict protocols, health and safety and privacy requirements.

2.5 Services are offered subject to availability at the time of booking. The Health Clinic by AR reserves the right to cancel, reschedule appointments or deliveries.

2.6 Please note that the service that The Health Clinic by AR provides does not include collection from your address. If you are purchasing a Home Test Kit, it is your obligation to arrange for the Home Test Kit to be returned to the designated laboratory address to fit your time scale.

2.7 Any couriers used by The Health Clinic by AR are not acting as employees or agents of The Health Clinic by AR and as such, do not have any actual or ostensible authority on behalf of The Health Clinic by AR nor will The Health Clinic by AR accept vicarious liability for their actions.

2.10 The Health Clinic by AR offer the following Covid-19 Testing services:

- Mandatory Day 2 and Day 8 International Arrival COVID-19 (PCR) Tests.
- Fit to Fly Certificate Covid-19 PCR Test in clinic only
- Release from isolation on Day 5 Covid-19 PCR Test in clinic only.

### 3. Your Obligations

3.1 The sample must be taken by you in line with our operating procedures as detailed in the instructions provided to you. This includes both throat and nasal swab. If, for any reason, you are not able to provide a sample as per the procedure we cannot guarantee that the sample provided will be suitable for analysis and a valid result forthcoming and The Health Clinic by AR accepts no responsibility for losses arising in such circumstances.

### 4. Deliveries & Returns

Our Day 2 and Day 8 Testing Package is sent via our Delivery Partners. (DPD or ROYAL MAIL)

Sample collection kit orders are despatched Monday – Saturday.

Once your order has been accepted by The Health Clinic by AR an order confirmation email will be sent out to the email address used at time of order placement- this contains your passenger locator form reference number.

It is not possible to amend or cancel orders once accepted by The Health Clinic by AR.

Please note we aim, but do not guarantee, to dispatch your order in **2 working days after the day** you place your order. The reason for this is due to the exceptional demand, processing times and delivery schedules.

The arrival date recorded as part of the ordering process has no impact on delivery schedule.

We remind you the government guidance is *"You must book your tests before you travel and leave enough time for them to be delivered to your address in England."* <https://www.gov.uk/find-travel-test-provider>

Please note orders are not dispatched on Sunday; Bank Holidays or other Statutory Holidays. Working days are Monday to Friday.

### 5. The Health Clinic by AR Obligations

5.1 The Health Clinic by AR will make every reasonable endeavour to analyse your sample and to provide you with a results report. However, on rare occasions, anomalies can occur during laboratory analysis, for example, issues with sample collection or processing errors. The Health Clinic by AR will endeavour to identify and correct any such issue. Additional samples may be required if remaining sample is insufficient for repeat analysis. And consequently, results/reports may be delayed. The Health Clinic by AR will not be held accountable or liable for delays with testing that is outside of their control.

5.2 Following receipt of your sample, we will make every reasonable endeavour to provide your test results within a reasonable timeframe following our laboratory receiving your sample. Delivery dates for test results are approximate only and The Health Clinic by AR will not be held liable for any delay in delivery, particularly considering global shortages in raw

materials and the unprecedented level of demand for our services in the current challenging circumstance, as well as subject to further terms in this agreement.

## **6. Provision of our COVID-19 Testing Kits**

The Health Clinic by AR will not be liable for any loss or damage (including refunds) suffered by you due to:

6.1 Failure by you to enter your correct email when booking the test on our website resulting in you not receiving the travel test package booking reference number to complete the passenger locator form;

6.2 Incorrect use of any test kits by you.

6.3 Failure to follow instructions provided.

6.4 Failure to enter a correct email;

6.5 Failure to follow instructions to post the test kit to the laboratory;

6.6 Posting the kit without taking the test;

6.7 Failures or delays by third parties used in connection with the provision of our Covid-19 testing service such as the postal system, couriers and our partner laboratories.

6.8 Reliance on any guidance on travel regulations by us. It is your responsibility to comply with the current travel regulations in force.

6.9 If you do not receive your confirmation, please check your spam or junk email before contacting us.

### **Intended Use**

6.10 The COVID-19 Screening Sample Collection Kit is intended for use in the collection and transport of nasopharyngeal swabs to be analysed by The Health Clinic by AR for the detection of the 2019-Novel Coronavirus (SARS-CoV-2).

6.11 Before you start, read all the instructions in the enclosed leaflet, and make sure you fully understand how the test should be done. Do not unpack the test kit until you are ready to take the test.

6.12 Only take this test if it is addressed to you. This test can be conducted on multiple age levels, please follow this guide for who should administer the test: 18+ Years Old – Self-administer test (unless unable to do so), 12 – 17 Years Old – Self-administer test with adult supervision, 11 Years and Under – Adult to administer test on the child. If for any reason you cannot complete the test continue to self-isolate as a household as per the government guidance.

6.13 Prior to taking your swab sample, please locate your nearest Royal Mail priority post-box, or ensure you have arranged the return of your kit via your courier of choice. After taking your sample, please endeavour to return your sample as soon as possible.

### **Return Guidelines**

6.14 The Health Clinic by AR will provide pre-paid return labels.

6.15 It is your obligation to ensure that the sample is returned to The Health Clinic by AR in good order, with sufficient time for The Health Clinic by AR to be able to test the sample and provide you with result. The Health Clinic by AR will aim to provide results in 48Hrs once sample is received at our Laboratory in West Yorkshire. This time frame is subject to change, and is approximate only, noting the above provision that time is not of the essence.

6.16 By agreeing to these Terms & Conditions, you are providing The Health Clinic by AR with consent to test a sample that you have provided for the detection of SARS-CoV-2. This may be completed using a multitude of scientific methodologies, for further improvements of COVID specific testing systems and for the detection of mutations and Variants of concerns (VOCs).

6.17 The Health Clinic by AR aims and expects to securely and safely destroy all samples via appropriate infectious waste disposal services once all testing has been completed. It is not possible to return your sample to you.

### **6.19 Results**

6.19.1 Following receipt of your sample, we will make every reasonable endeavour to provide your test results within a reasonable timeframe following our laboratory receiving your sample. For samples returned via an alternative courier, we aim to provide results within 48 hours of receipt of sample into the lab

6.19.2 It is important to note that we are dealing with sensitive biological samples, which in rare circumstances may require secondary testing. The Health Clinic by AR will not release a result until a thorough review has been carried out and we are satisfied with the deliverable result. This is in line with good laboratory practice.

6.20 Please review the booking carefully and ensure all the details are accurate and correct. Please carefully check the correct UK postal address details have been entered to ensure your test kits can be delivered to you. **Use capital letters when entering your UK postcode.**

**6.21 You are reminded when you book a Covid testing package it means that you have accepted the full terms and conditions of booking.**

## **7. Refunds Policy & Returns Policy**

We operate a strict no refund and returns policy with no exceptions. Any despatched kits for self-test that are unused will NOT be refunded under any circumstances due to health and safety reasons.

7.2 We are unable to provide refunds because the test kits are not suitable for return due to health protection or hygiene reasons, as per Article 28(3)(a) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("2013 Regs").

7.3 It is a government requirement to meet UKAS accreditation which requires us to maintain a full chain of custody of samples so that they are traceable. Each test kit is personalised with a unique reference number for the purposes of the testing process and further personalised with a unique booking reference number (THCAR number) due to government requirements for passenger locator forms. The kit is therefore exempt from refunds as per Article 28(3)(b).

**7.4 If the test booking reference number (THCAR number) has been generated by us and sent to you we cannot provide a refund.**

7.5 We cannot provide a refund for leakage from the sample collection bottle or missing swab. In these circumstances a replacement item will be dispatched on request.

7.6 We cannot provide a refund for delays in receipt of the testing kits or results from the laboratory because of factors outside of our control such as delays in the postal system or delays in processing the kits by the laboratory.

7.7 We cannot provide a refund following government advice, on a zero-tolerance approach to fraud, criminal activity, and breaches of Covid restrictions and in the interests of Public Health Protection.

7.8 Test kits are a prescribed Medical Diagnostic Product, not a service, for use by the customer to facilitate their passenger transport requirements and therefore exempt from a right to cancel.

## **8. Statutory Rights**

Nothing in these terms or conditions affects your Statutory Rights.

## **10. How we will use your personal information**

10.1 We will use the personal information you provide to us:

- to provide Covid-19 testing services to you
- to process your payment for the services.

10.2 We will only give your personal information to third parties if it is necessary to complete the service you have requested from us, with your consent or where the law either requires or allows us to do so.

10.3 We will only retain your personal information for as long as is necessary to provide the services to you.

## **15. Data Protection**

15.1 We use the information you provide primarily for the provision of Covid-19 testing to you and legal and regulatory compliance.

15.2 Our use of that information is subject to your instructions, the Data Protection Act 1998, General Data Protection Regulation, and our duty of confidentiality. You have a right of access under data protection legislation to the personal data that we hold about you.