

## **Our terms – Clinic and Postal testing**

### **1. These terms**

#### **1.1 What these terms cover.**

These are the terms and conditions on which we supply Covid 19 testing services to you.

#### **1.2 Why you should read them.**

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products and services to you, how you or we may change or end the contract, what to do if there is a problem, how we use and store your private data and other important information. If you think that there is a mistake in these terms, please contact us to discuss it.

#### **1.3 If you are a business customer these terms do not apply to you.**

If you are a business customer these terms do not apply to you, in that case our relationship will be governed by the terms of the contract between you and us only.

### **2. Information about us and how to contact us**

#### **2.1 Who we are.**

We are Biograd Limited a company registered in England and Wales. Our company registration number is 09225198 and our registered office is at Liverpool Science Park, 131 Mount Pleasant, Liverpool, L3 5TF.

#### **2.2 How to contact us.**

You can contact us by telephoning our customer service team at 0345 565 1725 or by writing to us at [clinical@biograd.co.uk](mailto:clinical@biograd.co.uk) BioGrad, St Hugh's House, Stanley Road, Bootle, Liverpool L20 3QQ.

#### **2.3 How we may contact you.**

If we have to contact you we will do so by telephone or by writing to you to your email address or postal address you provided to us in your order.

#### **2.4 "Writing" includes emails.**

When we use the words "writing" or "written" in these terms, this includes emails.

### **3. Our contract with you**

#### **3.1 How we will accept your order.**

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

#### **3.2 If we cannot accept your order.**

If we are unable to accept your order, we will inform you of this and will not charge you for the test. This might be because the test is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the test, because we are unable to meet a delivery deadline you have specified or because we have not obtained the necessary consents to allow us to provide you with a Covid 19 test.

#### **3.3 Required Consents.**

If you are under the age of 16 we will require your parent or guardian's permission before we can provide you with a test.

You will also be required to provide certain information in accordance with clause 6.8 in order for us to complete your order. If you are over the age 18, in making an order for a test you are providing us with informed consent that you agree to us completing those tests in accordance with these terms and your order.

#### **3.4 Your order number.**

We will assign a unique reference number per person to your order starting BIOGR. This reference number can be used for the government passenger locator form. When contacting us about this order please reference the BIOGR number.

#### **3.5 We only sell to the UK.**

Our website is solely for the promotion of our products in the UK.

### **4. Our products**

#### **Covid 19 tests**

Details of the COVID 19 tests that we supply are available on our website <https://www.biograddiagnostics.co.uk/faqs>

## **5. Your rights to make changes**

If you wish to make a change to the test you have ordered please contact us. We will let you know if the change is possible, and confirm any changes to the price of the test, the timing of supply or anything else which would be necessary as a result of your requested change then you will be asked to confirm whether you wish to go ahead with the change.

## **6. Providing the Covid 19 test**

### **6.1 Delivery costs and appointment.**

The costs of delivery will be as displayed to you on our website.

If you choose to attend in person at our on-site clinics or the premises of one our partners for a test we will charge the total amount, this is detailed on our website.

### **6.2 When we will provide the test.**

You can choose if you would like to attend in person for an on-site test or to have a test posted to you which you will have to self administer and return.

During the order process, if you choose to have a test posted to you, we will let you know when we will provide the test kit to you. Generally, delivery of the test will be within 1-2 days of our acceptance of your order. However, please note orders place at or for delivery on weekends or public holidays may be delayed due to postal service.

### **6.3 We are not responsible for delays outside our control.**

If our supply of the products is delayed by an event outside our control for example, without limitation, postal delays please contact us directly and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

### **6.4 Covid 19 testing in person.**

If you have asked to be tested for Covid 19 in person at our on-site clinics or the on-site clinics of one of our partners we will provide you with a date and time on which you should attend. At the same time we will also inform you of our on-site rules such as, for example, the requirement to wear a face mask.

If you cannot attend at the time that has been arranged please contact us to re-arrange.

### **6.5 If you are not at home when the test is delivered.**

If no one is available at your address to take delivery and the product cannot be posted through your letterbox, the delivery provider will leave you a note informing you of how to rearrange delivery or collect the test from a local depot.

**6.6 If you do not re-arrange delivery or do not attend at the arranged time.**

If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot then it is your responsibility to arrange re delivery. If the delivery provider is unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

A minimum of 24 hours notice is required if you wish to cancel an on-site test and receive a refund. If less than 24 hours notice is provided to cancel an on-site test then BioGrad will retain the appointment fee.

**6.7 Your responsibility to follow instructions.**

If you do not properly follow the instructions provided with the testing kit sent to you and, we are unable to analyse the sample you provide we may end the contract and clause 9.2 will apply.

If you choose to be tested at an on-site clinic and you do not properly follow the instructions we may end the contract and clause 9.2 will apply

**6.8 Information you are required to give to us.**

It is a legal requirement to report all patient data to Public Health England (PHE). It is therefore your responsibility to provide the required data. This includes, without limitation, your name, date of birth, address, email address and transport details associated with your arrival and/or departure. This information must be provided at the time you place your order.

If you order kits on behalf of someone else you must obtain their permission to provide us with information on their behalf, and their permission to share their details with BioGrad, Public Health England and any local constabulary located within the United Kingdom and for us to provide the results of that test to the address or email address provided.

If you do not give us this information at the time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the test late or not supplying any part of them if this is caused by you not giving us information we need at time of us asking for it.

**6.9 We may also suspend supply of the products if you do not pay.**

Payment will be taken when the order is made. If you do not pay us for the test when you are supposed to we will not provide you with a test.

You will not be refunded unless you have cancelled in accordance with clause 6.6.

## **7. Your rights to end the contract**

### **7.1 You can always end your contract with us.**

Your rights when you end the contract will depend on what test you have ordered, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the test replaced or a service re-performed or to get some or all of your money back),
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**

### **7.2 Ending the contract because of something we have done or are going to do.**

If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any test which has not been provided. The reasons are:

- (a) we have told you about an upcoming change to the test or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the test may be significantly delayed because of events outside our control; or
- (d) you have a legal right to end the contract because of something we have done wrong.

### **7.3 Your right to cancel your order and receive a refund.**

You have the right to change your mind and cancel your order at any time prior to dispatch of the kit for a full refund of the price paid in accordance with our refund policy set out at clause 8.2 below. For postal kits there will be £10 administration fee.

Where you wish to cancel the contract is cancelled in accordance with this clause 7.3, you must not use the testing kit and you must return the testing kit in its original and unopened packaging as soon as reasonably practicable, at your own cost. You have a legal obligation to take reasonable care of the testing kit while it is in your possession. If you fail to comply with this

obligation, we may have a right of action against you for compensation.

You may cancel or rearrange a clinic on-site test not less than 24 hours notice in writing to us. Although you may cancel a Contract under this clause 7.3 on less than 24 hours notice we shall not be obliged to refund any payments made by you in relation to the appointment if such notice is not received at least 24 hours prior to the appointment time.

## **8. How to end the contract with us**

### **8.1 Tell us you want to end the contract.**

To end your contract with us, please let us know by **Phone or email**. Call customer services on 0345 565 1725 or email us at [clinical@biograd.co.uk](mailto:clinical@biograd.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

### **8.2 How we will refund you.**

If you are entitled to a refund under these terms we will refund by the method you used for payment. However, we may make deductions from the price, as described in clauses 7.3 and 9.2.

## **9. Our rights to end the contract**

### **9.1 We may end the contract if you break it.**

We may end the contract at any time by writing to you, or refuse to complete the test if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, as described in clause 7.1;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us, or;
- (d) you do not provide us with the required consents under clause 3.3.

### **9.2 You must compensate us if you break the contract.**

If we end the contract in the situations set out in clause **9.1** we will refund any money you have paid in advance for tests we have not provided but we may deduct or charge you the following charges:

- (a) the whole price of your order where you have chosen to an on-site test and have breached the contract in accordance with clauses 6.4, 6.6, 6.7, 6.8 or 6.9; or

- (b) the whole price of the test, including postage, test or appointment fees, where you have breached the contract in accordance with clauses 6.7, 6.8 or 6.9.

## **10. If there is a problem with the product**

### **How to tell us about problems.**

If you have any questions or complaints about the test or service you have received, please contact us. You can telephone our customer service team at 0345 565 1725 or write to us at [clinical@biograd.co.uk](mailto:clinical@biograd.co.uk) BioGrad, St Hugh's House, Stanley Road, Bootle Liverpool L20 3QQ.

## **11. Your rights in respect of defective products**

If you are a postal customer we are under a legal duty to supply products that are in conformity with this contract. If the testing kit supplied to you is not in its sealed packaging or is otherwise damaged in any way when you receive it, you should notify us immediately and we will arrange for a new testing kit to be sent. You should not use the unsealed or damaged testing kit.

### **Your obligation to return rejected products.**

If you wish to return products pursuant to clause 7.3 you must post them back to us and you will be responsible for the costs of postage. Please call customer services on 0345 565 1725 or email us at [clinical@biograd.co.uk](mailto:clinical@biograd.co.uk) for a return label.

## **12. Price and payment**

### **12.1 Where to find the price for the product.**

The price of the product will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct.

### **12.2 When you must pay and how you must pay.**

We accept payment with credit/debit cards. In relation to all orders, whether in person or via post, will be charged at the advertised price in full (including any postage costs) when you place an order.

## **13. Our responsibility for loss or damage suffered by you if you are a consumer**

### **13.1 We are responsible to you for foreseeable loss and damage caused by us**

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill,

but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

Please note:

- the timeframes given for returning test results are indicative only, whilst we will use reasonable endeavours to return the results within the timeframes stated we do not guarantee that we will be able to let you have the results by a specific date, it is your responsibility to ensure that you have undertaken the test in good time in advance of any flight or other time critical event and we will have no liability for any loss you may suffer as a result of any delay in returning the tests to you;
- no testing services are one hundred percent accurate and we have no responsibility for the outcome of the tests to the extent any failure is due to our failing to use reasonable care and skill or our negligence, the accuracy of the respective tests that we provide are stated on our website; and
- where the outcome of the test is inconclusive we will repeat the test on the sample you have provided once without charge but if it is inconclusive again we will have no further liability to you in respect of that test and would recommend you re order and re take a test.

### **13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.**

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987

### **13.3 We are not liable for business losses.**

As you are contracting as a consumer we are only supplying our testing kits and services for your domestic and private use. As such, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **14. How we may use your personal information**

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

We have a legal obligation to share your information with Public Health England and any local Police constabulary within the United Kingdom. On attending your appointment or returning your test kits you agree to share your data.

**14.2 We may transfer this agreement to someone else.**

We may use third parties to provide some or all of the testing services on our behalf. We will notify you of the name of the third party providing such services on our behalf. This does not affect your rights under this contract. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**14.3 You need our consent to transfer your rights to someone else.**

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we would not have supplied a test to that person under these terms if that person had made the original order, if we have already provided you with a test kit, or if you have already been provided with a date and time to attend in person.

**14.4 Nobody else has any rights under this contract**

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**14.5 If a court finds part of this contract illegal, the rest will continue in force.**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

**14.6 Even if we delay in enforcing this contract, we can still enforce it later.**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

**14.7 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.**

These terms are governed by English law and if you live in England or Wales you can bring legal proceedings in respect of a test in the courts of England or Wales. If you live in Scotland you can bring legal proceedings in respect of a test in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of a test in either the Northern Irish or the English courts.