

# Testing For All Terms of Service

## **About Us:**

Testing For All is a company limited by guarantee registered in England and Wales under company number 12570433 with its registered address at 13 Hawley Crescent, London, England, NW1 8NP.

In these Terms of Service, Testing For All is referred to as the “Company”.

## **1. Definitions**

- 1.1 **“Business Day”** means any day other than a Saturday or Sunday or public holiday in England.
- 1.2 **“Client”** means any purchaser of the Company’s Services to whom the Company has agreed to provide Services.
- 1.3 **“Client Samples”** means any blood specimen sample of Client collected using the Company’s Products and provided to a Partner Laboratory in accordance with the Company’s instructions.
- 1.4 **“Data Protection Consent”** means the data protection consent form supplied with these Terms of Service in respect of the performance of any Services by the Company.
- 1.5 **“Despatch Instructions”** means any instructions provided by the Company to the Client relating to the postage of Client Samples, including any instructions that reflect the current guidance from Royal Mail for the postage of biological samples related to the diagnosis and screening of COVID-19, which may for example include postage of any Client Sample from a priority postbox.
- 1.6 **“Partner Laboratory”** means any of (i) Acculabs Diagnostics UK Limited, registered in England and Wales under company number 07179157, (ii) Salient Bio, registered in England and Wales under company number 12662440 and (iii) any other laboratory listed on our Website from time to time.
- 1.7 **“Product”** means any product made available for purchase by the Company, as outlined in any purchase order.
- 1.8 **“Services”** means (i) the provision of the Company’s Products to Client as outlined in a purchase order, (ii) facilitation of testing of Client Samples by a Partner Laboratory, (iii) provision of any test results received from a Partner Laboratory to the Client, and (iv) any other services agreed to be performed by the Company from time to time.
- 1.9 **“Website”** means [testingforall.org/laboratories](https://testingforall.org/laboratories)

## **2. Services**

- 2.1 By purchasing and/or using the Company’s Services, you agree to be bound by these Terms of Service and will use all Company’s Services in accordance with these Terms of Service.

- 2.2 When using particular Services, you may be subject to additional terms or guidelines applicable to such Services which will be made available to you through the performance of such Services from time to time (as may be applicable) and which will form part of these Terms of Service.
- 2.3 The Company will perform the Services using all reasonable skill and care. Save as expressly set out in these Terms of Service, the Company gives no other representations or warranties regarding the performance of the Services.
- 2.4 All test results in respect of any Client Sample provided by our Partner Laboratories to the Company will be made available to you either (i) via e-mail using the contact email address provided by you to the Company at the time of purchase of the Services, or (ii) via the Company's secure electronic portal. The Company may contact you by e-mail or telephone regarding your Client Sample and test results if necessary.
- 2.5 The Company will use all reasonable efforts to provide any test results in respect of any Client Samples to you within the time indicated to you on any purchase order (if any). However, any such times are an estimate only and the Company does not guarantee that any test results will be available within such time period.
- 2.6 Upon delivery of any test results in respect of your Client Sample, the Services will be deemed to have been delivered to you. If for any reason the Company or any Partner Laboratory is unable to perform any Services purchased by you, the Company will inform you as soon as reasonably practicable using the contact details provided by you to the Company at the time of purchase of the Services. If you have already paid for any Services that are unable to be performed, the Company will refund you the full amount paid by you for the Services as soon as reasonably practicable.
- 2.7 This service is not a substitute for proper medical investigation and advice and we do not provide clinical or diagnostic services in relation to the tests. Our comments are based on information available to us at the time, which information may be insufficient to gain a complete understanding of your health or a particular condition you may be suffering from. If you have any concerns regarding your health or your test results you should discuss them directly with your GP or by calling 111.
- 2.8 By purchasing the Company's Services, you consent to the performance of the Services by the Company and its Partner Laboratories and the processing of any Client Samples by the Company and our Partner Laboratories in accordance with these Terms of Service, the Data Protection Consent and the Partner Laboratories' terms and conditions (each as may be amended from time to time).
- 2.9 You may only purchase Products and Services from the Company if you are at least 18 years old and are providing your own sample for testing. You must not submit any samples belonging to any other person to the Company or any Partner Laboratory. Any Products and Services ordered by you are for private use only and you may not use any such Products or Services for any commercial purpose.

### **3. Orders**

- 3.1 The price of the Service will be as quoted on the Website and confirmed in the purchase order issued to you in respect of any accepted order for Services. The price of the Service excludes delivery costs, which will be added to the total amount due.
- 3.2 The price of the Service may change from time to time, but changes will not affect any order that the Company has already accepted.
- 3.3 By submitting an order through our Website, you are confirming that the payment details provided in respect of your order are valid and correct.
- 3.4 All orders are subject to acceptance by the Company. The Company will send you an email to confirm acceptance. The contract between you and the Company will only be made when the Company sends you this email to confirm acceptance.
- 3.5 You must keep your contact details that the Company holds for you up-to-date so that the Company can contact you if necessary about your order.

### **4. Client Obligations**

- 4.1 Client is responsible for use of the Products supplied by the Company in accordance with any instructions for use supplied with such Products. The Company is not responsible for any use of the Products by the Client following their delivery by or on behalf of the Company.
- 4.2 Client is responsible for the use of the Products supplied by the Company within the two month's expiry date indicated on the Products packaging.
- 4.3 Any Client Samples taken using any Product provided by the Company must be sent back to the Partner Laboratory identified in the pre-addressed label included with the Product on the day such Client Sample is taken. Any failure to send Client Samples to our Partner Laboratories in this way may lead to deterioration of a Client Sample which could affect the accuracy of your test results. The Company is not responsible for any test results that are compromised due to any delay in returning any Client Samples or where any Client Sample is lost in the post.
- 4.4 Client purchasing the UK Arrivals Test Package must attend a test verification video call in order to verify their test on Day 2 and Day 8 following their arrival in the UK. Failure to attend the Day 8 verification call will result in the test being invalidated. The company is not responsible for any tests that are invalidated due to the failure of the Client to attend the mandatory verification video call.
- 4.5 Client must securely seal and package any Client Sample in both the specialist transport holder and the pre-addressed envelope provided by the Company and send any Client Sample to the identified Partner Laboratory using such pre-addressed envelope, in accordance with the Despatch Instructions provided.

## **5. Cancellations and Refunds**

- 5.1 You may cancel your order for any Services at any time before any Product has been dispatched to you. Any order cancelled before a Product is dispatched to you by the Company will be refunded in full.
- 5.2 Once any Product has been despatched, you have up to 14 days from the date that you receive an order confirmation from the Company to cancel the order. If you wish to cancel your order, you must notify [support@testingforall.org](mailto:support@testingforall.org) within the 14 days period. The Company will give you a partial refund (£20 for Home Total Antibody test / COVID-19 Immunity Test and £72 for General Diagnostics, Fit to Fly, Test to Release PCR Test, £80 for Arrivals Test Package) and confirm steps to follow to discard the kit.
- 5.3 You do not have any right to cancel any order if
- (a) you have already taken a Client Sample;
  - (b) the testing kit is returned unsealed or otherwise used;
  - (c) you have already sent a Client Sample to one of our Partner Laboratories; or
  - (d) the 14 day cancellation period has expired.
- 5.4 To cancel an order, please send an email to [support@testingforall.org](mailto:support@testingforall.org) stating that you wish to cancel your order and the reason for the cancellation.
- 5.5 If you cancel an order within the cancellation period and you are entitled to a refund the Company will use all reasonable efforts to refund you:
- (a) within 7 Business Days of receiving a cancellation request if your request is received in relation to any Products that have not yet been dispatched; or
  - (b) within 7 Business Days of receiving the returned Products that have already been dispatched.
- 5.6 In the event that a Home Total Antibody and Immunity Tracker Sample is voided due sample processing issues (i.e., insufficient sample, labelling issue or age of sample), you have the right to claim a one off £20 partial refund
- 5.7 We do not take any responsibility or offer any refund for any inconclusive or void PCR Test results. We may in our discretion offer replacement tests in these cases.
- 5.8 In line with clause 4.4, we do not take any responsibility or offer any refund for any invalidated PCR test result, due to Client's failure to comply with test specific guidelines.
- 5.9 In the event that the Client test kit is not delivered to them by the Company's logistics partners, the Company offers a full refund for the Home Antibody Test / COVID-19 Immunity Test and the PCR Test (General Diagnostics, Fit To Fly, Test to Release and Arrivals Test Package). Alternatively, the Company offers a replacement kit.

- 5.10 We take no responsibility and offer no refunds for failures or delays in delivery of the test kits to the lab, if caused by any service provider we have contracted for delivery including but not limited to Royal Mail or DX Group.
- 5.11 If you have returned your sample to the lab for a PCR test (General Diagnostics, Fit To Fly, Test to Release and Arrivals Test Package), but a result has not been produced within the times listed below since the sample's point of arrival at the lab, you are entitled to a following refund, if you do not wish to accept a replacement kit:
- (a) For results received more than 24 hours after receipt by the lab a refund of 25%;
  - (b) For results received more than 48 hours after receipt by the lab, a refund of 50%;
  - (c) For results received more than 72 hours after receipt by the lab, a refund of 100%
- 5.12 **Disclaimer of Warranties**
- 5.13 All Client Samples are processed by one of our Partner Laboratories in accordance with their terms and conditions. The Company and its directors, staff and agents are not responsible or liable for the performance of any processing of Client Sample performed by a Partner Laboratory and make no representations or warranties regarding such processing.
- 5.14 The Company does not guarantee that (i) the Services will meet your requirements, be reliable or be available when you want to access the Services; (ii) the results that may be obtained from the use of the Services will be accurate or reliable; (iii) the timeframe within which results will be provided (iv) the quality of any Products, services, information, or other material purchased or obtained by you through the Services will meet your expectations.
- 5.15 Certain terms may be automatically included into these Terms of Service by law, including terms relating to the quality of the service provided, fitness for a particular purpose, and non-infringement. To the extent permitted by law, the Company excludes these terms from these Terms of Service.

## **6. Tests for Travel**

- 6.1 The Client accepts that it is their sole responsibility to determine what Covid-19 test is needed for their travel destination, and when they should be planning to take their test. Any information the Company may provide in this regard to over the phone, in writing or on our website is purely advisory and the Company takes no responsibility for the accuracy or completeness of such information
- 6.2 Subject to the Cancellations and Refunds policy above, the Company accepts no responsibility or liability for any costs arising from any delay, disruption or cancellation of the Client travel plans directly or indirectly caused by the requirement to produce a negative Covid-19 test result or travel certificate, even if that delay was caused by the Company, their delivery service or any laboratory they may subcontract for testing.

## **7. Company Liability**

- 7.1 Except as set out in clause 7.3 and 6.2, our total liability to you in connection with the provision of any Products and Services by the Company to you is limited to the total price you paid for the Products and any Services or one hundred pounds sterling (£100) where no amount is paid to us. Your sole remedy in respect of any failure by the Company to perform any Services or in relation to any Product is limited to, at the Company's sole option:
- (a) replacement of any Product and/or re-performance of any Service; or
  - (b) refund of the price paid by you for any defective Service.
- 7.2 In particular, the Company is not liable for any costs, loss, delay, inconvenience or damage you suffer as a result of:
- (a) loss, delay or damage to any Client Sample while in transit;
  - (b) any injury you may suffer as a result of using any Product unless such Product is shown to be defective;
  - (c) failure by you to use any Product or Service in accordance with the instructions provided by the Company to you;
  - (d) failure by you to provide any Client Sample within the time period specified in these Terms of Service and/or the Despatch Instructions;
  - (e) delay to any provision of any test results;
  - (f) any Partner Laboratory being unable to process any Client Sample provided by you;
  - (g) any errors or omissions of any Partner Laboratory;
  - (h) any loss or damage that is not foreseeable; and/or
  - (i) any indirect or consequential loss or damage howsoever caused;

- 7.3 The Company is not liable or responsible for any failure or delay in the performance of any Services or obligations under these Terms of Services that is caused by any event outside of the Company's reasonable control. If any such event occurs which affects our ability to perform the Services ordered by you or any of our obligations under these Terms of Service, we will contact you as soon as possible to inform you of such an event and our performance of Services and/or obligations under these Terms of Service will be suspended (without liability) for the duration of such an event.
- 7.4 The Company does not exclude or limit its liability in any way for any of the following:
- (a) death or personal injury caused by our negligence;
  - (b) fraud;
  - (c) any other liability that cannot be excluded under English law.

## **8. Miscellaneous**

- 8.1 These Terms of Service govern the terms of our relationship unless otherwise agreed in writing between us.
- 8.2 These Terms of Service shall be governed by the laws of England. If any dispute arises relating to this Agreement or any breach or alleged breach of this Agreement, 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.
- 8.3 No failure or delay by the Company to exercise any right or remedy under these Terms of Service will be construed or operate as a waiver of such right or remedy and no single or partial exercise of any right or remedy under these Terms of Service preclude the exercise of any other right or remedy or preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under these Terms of Service are cumulative and are not exclusive of any rights or remedies provided by law.
- 8.4 No provision of these Terms of Service are enforceable by any person other than the Client by virtue of the Contracts (Rights of Third Parties) Act 1999, or by any other statute or common-law principle.
- 8.5 The section titles of these Terms of Service are for convenience only and have no legal or contractual effect.
- 8.6 If any provision or portion of these Terms of Service is found to be unenforceable, this will not affect any remaining provisions.
- 8.7 None of Client's rights or obligations under these Terms of Service may be assigned or otherwise transferred to any third party and any purported transfer shall be ineffective. The Company may freely assign or otherwise transfer any of its rights and obligations under these Terms of Service and you consent to any such assignment or transfer.

8.8 If the performance of any Services by the Company is prevented, restricted, delayed or otherwise interfered with by reason of circumstances outside of the Company's control (including, without limitation, any flood, fire, storm, strike, lockout, sabotage, terrorist act, civil commotion, government intervention, epidemic or pandemic), the Company shall not be obliged to perform any such Services to the extent it is so prevented, restricted, delayed or otherwise interfered with, provided that the Company uses all reasonable endeavours to avoid or remove the causes of such non-performance.