



## TESTING SERVICE TERMS AND CONDITIONS

### 1. THESE TERMS

**1.1 What these terms cover.** These are the terms and conditions on which we supply the Everything Genetic Ltd testing kits and testing services to you (together “products”) (“terms”).

**1.2 Why you should read them.** Please read these terms carefully before you place your order. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are Everything Genetic Ltd (“EGL”) a company registered in England and Wales. Our company registration number is 10470718 and our registered office is at 20-22 Wenlock Road, London, N1 7GU. Our VAT registration number is: 258112711.

**2.2 How to contact us.** You can contact us by telephoning 01270 623179 or by writing to us at [info@everythinggenetic.co.uk](mailto:info@everythinggenetic.co.uk) or Everything Genetic Ltd, 6 George House, Prince’s Court, Beam House Way, Nantwich, Cheshire, CW5 6GD.

**2.3 How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the 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 Covid test order will take place when we receive payment, at which point a contract will come into existence between you and us. For any other diagnostic products, this will be on confirmation of dispatch.

**3.2 If we cannot fulfil your order.** If we are unable to fulfil your order, we will inform you of this in writing and will not charge you or will refund you (as applicable) for the products. This might be because the product 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 product or because we are unable to meet a delivery deadline you have specified.

**3.3 We only sell to people located in the UK.** We only accept orders from individuals located in the UK, aged 18 or over and we only deliver to addresses in the England, Scotland and Wales. If you are ordering for a child aged under 18, you confirm that you are the child’s parent or legal guardian and/or otherwise have legal authority to agree to the use of the test and to receive test results on their behalf.

**3.4 Entire Agreement.** These terms set out the full details and constitute the entirety of your agreement with EGL for the products. Upon payment to EGL for the products or the commencement of the supply of the products (whichever happens sooner) you will be deemed to have accepted these terms. If you do not agree to these terms, you should not order or use the products.

**3.5 Variations.** We may change these terms at any time without providing you with prior or express notice of any such change. You should check these terms from time to time for any changes. By continuing to use the products you agree to any and all changes made to these terms.

#### **4. OUR PRODUCTS**

**4.1 Provision of Products.** The products are provided as set out on the relevant EGL web pages. You acknowledge and accept that:

For Covid testing:

- The tests do not provide proof of immunity to contracting Covid-19 now or in the future.
- EGL does not provide any advice or diagnoses as part of the product; and
- you must comply with any instructions or information provided as part of the products and comply with any Government or NHS guidance based on the results of the products.

In the event that you receive a positive Covid test result, you may wish to tell your employer (where relevant).

Distribution of the products, collection of payment and testing of the samples is carried out by EGL. We may at any time subcontract any of these elements of the products to a third party without notice to you.

We may change or modify the products (without materially impacting their functionality) at any time without notice to you of any such change.

#### **4.2 Return of the goods for testing.**

Once you have completed the test sample, please return the test sample using the prepaid envelope. The test sample should be returned without delay in order to avoid any breakdown in quality of the sample. You must utilise the testing kit within 12 months of the date of purchase of the kit.

#### **4.3 Your conduct.** You guarantee that you will not:

- use the products for any unlawful or prohibited purposes.
- use the products in a way that could damage or impair the products or interfere with someone else's use of the products.
- use the products to impersonate another person or misrepresent your affiliation with someone else.
- harm minors in any way.

You guarantee that:

- the test sample you provide is coming from you (and, if you are agreeing to these terms on behalf of someone else from whom you have legal authorisation, that the sample provided belongs to that person and you have legal authority to act on that person's behalf).
- you do not represent an insurance company or another commercial entity and are not trying to obtain information about an insured person or an employee.

**4.4 What to do if you receive a positive Covid test result.** If you receive a positive test result you may be contacted by the NHS test and trace service in England, or other official test and trace service operating in your location. At all times you must comply with any Government, NHS or other public health body guidance based on the results of the products.

**4.5 Use of the EGL website.** Please note that use of the EGL online website is subject to separate terms and conditions issued by EGL and available here [Terms of Use - Everything Genetic Ltd](#) that you have agreed to by using the website.

## 5. PROVIDING THE PRODUCTS

**5.1 Delivery costs.** The costs of delivery are not included in the purchase price.

**5.2 When we will provide the products.** During the order process we will let you know when we will provide the products to you.

(a) We will deliver the test kit to you as soon as reasonably possible.

(b) For Covid - We estimate that we will be able to provide your test results within 36 hours of receipt of your sample in our laboratory.

Other diagnostic products – this is variable within each test type and you will be advised accordingly.

**5.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will not be liable for delays caused by the event.

**5.4 When you become responsible for products which are goods.** The goods will be your responsibility from the time we deliver the goods to the address you gave us.

**5.5 When you own products which are goods.** You own the goods once we have received payment in full.

**5.6 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name, telephone number and email address. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 8.2 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 products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.

**5.7 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to: (a) deal with technical problems (including supply chain problems) or make minor technical changes; or

(b) update the product to reflect changes in relevant laws and regulatory requirements; or

(c) where this is reasonably required, for example (without limitation) due to the prioritisation of testing.

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

**5.9 If you do not re-arrange delivery.** If you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and 8.2 will apply.

**5.10 Analysis of the products.** In the event that your sample cannot be properly analysed (for example, if it has been damaged or delayed in the post) then we will provide you with a further test kit so that you can provide a new sample and we can repeat the analysis. If the sample cannot be properly analysed because of something you have done e.g., failing to follow the usage instructions then you will not be entitled to a refund or replacement testing kit and you need to place a new order.

## **6. YOUR RIGHTS TO END THE CONTRACT**

**6.1 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 products which have not been provided. The reasons are:

- a) 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.
- b) there is a risk that supply of the products may be significantly delayed because of events outside our control.
- c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
- d) you have a legal right to end the contract because of something we have done wrong.

**6.2 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** You have 14 days after the day you receive the products to exercise your right to change your mind, you can do this by writing to us at [info@everythinggeneticltd.co.uk](mailto:info@everythinggeneticltd.co.uk).

If you exercise your right to change your mind, you will receive a full refund of the charges (less any amount over the usual delivery costs if you have selected an enhanced delivery service) within 14 days of your notification.

For lateral flow tests we request that all tests are returned to and received by us prior to refunds being made.

**6.3 When you don't have the right to change your mind.** You do not have a right to change your mind:

- (a) once the sample has been analysed, even if the cancellation period is still running (as your sending back the kit is your request for us to complete the services during the cancellation period).
- (b) once the testing kit(s) have been unwrapped and/or removed from the packaging as these have been sealed for health protection and hygiene purposes.

## **7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**7.1 Tell us you want to end the contract.** To end the contract with us, please let us know by emailing us at [info@everythinggeneticltd.co.uk](mailto:info@everythinggeneticltd.co.uk)

**7.2 What to do with the products after ending the contract.** Unless you are returning a sample for testing, you must not return a test kit to us for any reason. You must dispose of any unused test kits in line with any regional or local waste management guidelines.

**7.3 How we will refund you.** We will refund you the price you paid for the products, by the method you used for payment (less any enhanced delivery costs for a delivery service).

**7.5 When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days from the day on which we receive the request.

## **8. OUR RIGHTS TO END THE CONTRACT**

**8.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you breach any of the terms of the contract or
- (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.

**8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 8.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**8.3 We may withdraw the products.** We may write to you to let you know that we are going to stop providing the products. We will let you know in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.

## **9. IF THERE IS A PROBLEM WITH THE PRODUCT**

**9.1 How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can contact us by telephoning 01270 623179 or by writing to us at [info@everythinggeneticltd.co.uk](mailto:info@everythinggeneticltd.co.uk) or Everything Genetic Ltd, 6 George House, Prince's Court, Beam House Way, Nantwich, Cheshire, CW5 6GD.

**9.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the details below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example the test kit, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

If your product is **services**, for example the supply of the test results, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

If your product is **digital content**, for example the results of your test, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

a) If your digital content is faulty, you're entitled to a repair or a replacement.

b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

## **10. PRICE AND PAYMENT**

**10.1 Where to find the price for the product.** The price of the products (which includes VAT where applicable) 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 products advised to you is correct. However please see Clause 10.3 for what happens if we discover an error in the price of the products you order.

**10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the products, we will adjust the rate of VAT that you pay, unless you have already paid for the products in full before the change in the rate of VAT takes effect.

**10.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the products' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the products' correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

**10.4 When you must pay and how you must pay.** When and how you must pay will be indicated on the order pages when you place your order.

**10.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**10.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**11.1 We are responsible to you for foreseeable loss and damage caused by us.** Subject to clause 4.1, 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.

**11.2 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 as summarised at Clause 9.2 and for defective products under the Consumer Protection Act 1987

**11.3 We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.4 Monetary cap on our liability.** Subject to clause 11.2, we shall not be liable to you for any damages, costs or losses in excess of the cost of the products paid by you to us.

**11.5 Digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**11.6 We are not liable for costs associated with your results.** We will have no liability to you for any damages, costs or losses incurred by you in connection with the results of the products including (but not limited to) any costs associated with cancelling or rescheduling travel or accommodation or inability to work.

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**12.1 How we may use your personal information.** We recognise that when you give us personal information (which includes health information) you're trusting us to take good care of it. Please see [Privacy Policy - Everything Genetic Ltd](#) for more information about how we collect, use and protect your data in providing the products to you. If you don't want to receive marketing about EGL products and services that we think are relevant to you, please email us at [info@everythinggeneticltd.co.uk](mailto:info@everythinggeneticltd.co.uk), or call our customer service team on 01270 623179.

**12.2 Sharing of Personal Information with Public Bodies or Other Governmental Organisations.** You acknowledge that we are required to share your personal information with public bodies or other governmental organisations, such as Public Health England, Public Health Wales, Public Health Scotland or the Public Health Agency (Northern Ireland) (as applicable), for COVID-19 purposes (for example: the purposes of research, protecting public health and monitoring and managing the Covid19 outbreak and incidents of exposure). You further acknowledge that this information may be used as part of the NHS Test and Trace service or other applicable official test and trace schemes in your location. If you do not wish for your information to be collected and shared in this manner, please do not order the products.

**13. INTELLECTUAL PROPERTY.** You acknowledge that the content of the products is protected by legal rights and interests including copyright and intellectual property rights owned by us, our partners and suppliers. You agree not to:

- modify, lease, sell, distribute or create works based on the products' content.

- distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the products, the use of the products or access to the products for any commercial purposes.
- remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the products.
- use any trademarks, trade names or logos of any company or organisation through the products in a way that is intended to cause confusion about such marks, names or logos.
- allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in any software in the products unless it is permitted by law.
- assign your rights to use the software, grant a security interest over the software or transfer any part of your rights to use the software.
- modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the products; or
- access the products through other means except through the interface provided by us.

For any software forming part of the products, we grant you a personal, non-transferable right and license to use the code of such software on one computer. This license is solely to allow you to use and enjoy the products as permitted by these terms.

Your use of the EGL portal and website is subject to separate terms of use which are deemed to accept when you order the products.

#### **14. OTHER IMPORTANT TERMS**

**14.1 We may use sub-contractors or transfer this agreement to someone else.** We may use subcontractors to provide all or part of the products. References to “we” or “us” in these terms shall include our sub-contractors. We may transfer our rights and obligations under these terms to another organisation.

**14.2 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.

**14.3 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.

**14.4 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.

**14.5 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.

**14.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. We will only conclude this contract in the English language.