

## **Terms & Conditions for COVID & Home testing – Your agreement with us**

### **1) INTRODUCTION**

- a) “**We**” are Doctors Clinic Group Limited and “**You**” are the customer who has accessed our website or called our telephone number and intends to place or has placed an order for our Tests.
- b) The following terms and conditions along with our Privacy Policy (“**Privacy Policy**”) and, in the case of In-Clinic Tests, our Clinic Terms and Conditions available at <https://www.londondoctorsclinic.co.uk/terms-conditions> apply to the purchase of the Tests. If there is any conflict between these Terms and any terms or conditions found elsewhere on our website, or in any written or verbal confirmation between you and us, these Terms shall prevail.
- c) In these Terms, “**Test(s)**” means COVID-19 PCR Swab tests, Covid Rapid Antigen tests, COVID-19 Antibody tests (“**COVID Tests**”), and any other test kits purchased via our website which may be sent by post for home testing (together “**Home Tests**”) or administered in clinic (“**In-Clinic Tests**”). Tests includes COVID Tests undertaken for the purposes of the Government’s Test to Release scheme.

### **2) CONTACT DETAILS**

- a) Our full details are:
  - i) Full name of legal entity: Doctors Clinic Group Limited which is a company registered in England and Wales under the company number 08841773 and whose registered address is Bank Chambers, 2nd Floor, 6-10 Borough High Street, London SE1 9QQ.
  - ii) Postal address: Bank Chambers, 2nd Floor, 6-10 Borough High Street, London SE1 9QQ
  - iii) Telephone number: 020 80038553

### **3) ORDERS**

- a) You may only purchase Tests from our website if you are at 18 years old. We may also refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion.
- b) Payment must be received prior to us processing your Order. Once payment has been received, we will confirm our acceptance to You by sending you a confirmation email. The contract will only be formed on the date we send You this acceptance confirmation (the “**Contract**”).
- c) You agree that you are entirely responsible for your selection of Tests and that You agree that it is your decision as to whether the Tests you purchase from us are suitable for your intended purpose. If in any doubt, please speak to a doctor or a qualified medical professional.
- d) You must provide us with some personal information about the person for whom the Test is purchased, including but not limited to first and surnames, address, gender, and date of birth in order for our partner laboratory to process the Test. If you are buying a Test for the government’s Test to Release programme You must complete all of the requested booking information.

### **4) DISPATCH AND DELIVERY FOR POSTAL TEST KITS**

- a) After your payment has been processed and you have received an acceptance confirmation, we will arrange for your Order to be dispatched by your chosen delivery method at point of order. We offer the choice of Royal Mail Track 24 delivery or (if you live in London zones 1-4 only) a Courier & Collect service. We seek to dispatch the Test without delay but unfortunately, we cannot agree delivery times.
- b) In the event that the Test is unavailable, we will contact you to notify you of the delay and advise you of your options (including your right to cancel).

- c) **Royal Mail Track 24 (Standard delivery)**
  - i) We aim to dispatch Tests for England, Scotland and Wales by Royal Mail Tracked 24-hour service **the next working day after you place your order**.
  - ii) The Royal Mail 'Tracked 24' service aims to deliver the next working day after dispatch, but we cannot guarantee Royal Mail delivery timescales.
  - iii) Tests for Northern Ireland are dispatched 2 days after order.
  - iv) We are unable to dispatch Tests to any other locations.
  - v) **Further detail on our expected delivery times are set out in the Appendix. However, these are estimates only and we cannot guarantee that the Test will be received by this time.**
- d) **Courier & Collect Service**
  - i) A courier option is also available Mondays to Fridays for **next working day delivery** in London zone 1-4 only. We do not dispatch or deliver on weekends and bank or public holidays. For example, if a test is ordered on Friday and our Courier & Collect Service is chosen at check out, your test will be couriered to you on Monday, the next working day.
  - ii) Our courier will deliver your test to the address provided and will wait up to a maximum of 20 minutes to collect the completed test. If you choose the Courier & Collect service and you live outside of London Zone 1-4, you will automatically be refunded the £45 fee and your test will be delivered by Royal Mail Tracked 24.
  - iii) **Further detail on our expected delivery times are set out in the Appendix. However, these are estimates only and we cannot guarantee that the Test will be received by this time.**

## 5) PRICE

- a) The Price of the Test (including delivery charges) are as quoted on our website at the time you submit your order. All prices are inclusive of VAT (where applicable).
- b) Prices for the Test may change from time to time, but changes will not affect any order you have already placed.

## 6) USE OF PERSONAL INFORMATION

- a) By placing an order You give us your consent to pass any and all relevant information about You or the person for whom You are buying a Test on to our partner clinics and laboratories for the purposes of preparing your sample and analysing and interpreting the results.
- b) In addition, we may be required under government legislation to notify Public Health England or other government bodies (central and local) of the result of your Test (whether positive or negative).
- c) None of your personal information will be passed on to your doctor or any other third party other than for those reasons set out above.
- d) More information on how we look after your personal data is set out on our Privacy Policy which is available at <https://www.londonDoctorsClinic.co.uk/terms-conditions/>.
- e) You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)).
- f) We would, however, appreciate the chance to deal with your concerns before You approach the ICO so please contact us in the first instance. Please address all queries to our data protection officer at: [dpo@doctorsclinicgroup.com](mailto:dpo@doctorsclinicgroup.com)

## 7) RESULTS

- a) A link to an online portal containing your results will be emailed to the email address You have supplied. There will not be any results attached to the email itself. You will be able to return to the portal anytime by using the same link and entering your identifier. You can share your results with anyone you choose.
- b) We may contact You by telephone regarding your sample and test results.

- c) If you have a positive result to a PCR test we are obliged to share your result and contact details with NHS Track and Trace.
- d) Test results provided by us in relation to those results are for the purposes of information only and do not constitute a clinical diagnosis. If You have any concerns regarding your test results you should discuss them with a medical practitioner.
- e) **Every Test on our website has a corresponding turnaround time which is an estimate of the time it will take for your sample, once received by the laboratory, to be tested and the test results made available to You. It is an estimate only and we cannot guarantee that test results will be available in the published turnaround time.**

#### **8) CANCELLATION RIGHTS**

- a) For Home Tests, subject to certain exceptions set out in 8c) below, You may cancel your order at any time prior to receipt of the Test and then within 14 days of receipt of the Test. The cancellation period will expire after 14 days from the day on which You receive the Test.
- b) If you have cancelled prior or within 14 days of receipt of the Test and You return the Test complete, unopened, and undamaged within 14 days of notice of cancellation we will give You a full refund. This excludes the cost of any courier charges. If You have ordered a courier and collect service, we will only refund Royal Mail postage costs.
- c) This cancellation right does not apply if the Test has been opened, damaged, or used in any way.
- d) We will offer a full refund if the Test is defective.
- e) Your legal right to cancel the agreement starts from the date You receive the email confirmation of your Order.
- f) To cancel an Order please contact us on accordance with our details below stating that you wish to cancel the Order and the reason for your cancellation. If you send us your cancellation by email, then the cancellation is effective from the date you sent us the email.
- g) If you cancel your Contract within the cancellation period and you are entitled to a refund we will process the refund for the price you paid for the Test (a) within 7 business days of receiving a cancellation request if the Test has not been dispatched; or (b) within 7 business days of the return of the Test if the Test has been dispatched.
- h) Once we have processed your refund please allow up to 10 working days for the refund to appear on your statement as the time taken by your bank to credit the refund on your statement is outside of our control.
- i) Our cancellation policies for In-Clinic Tests are set out in clause 9.

#### **9) IN CLINIC TESTS**

- a) Please note we are unable to swab children under the age of 10 in our clinics although you can swab a child using a home test kit.
- b) For In Clinic COVID Tests You agree to let us know at the earliest opportunity that you wish to cancel or reschedule your appointment. You can do this by calling 0208 003 8553 or emailing [enquiries@londondoctorsclinic.co.uk](mailto:enquiries@londondoctorsclinic.co.uk).
- c) You can cancel or reschedule your appointment free of charge up to 4 hours before the appointment time. Pre-paid appointments which are cancelled less than 4 hours before the booked appointment time will receive a refund of the pre-paid amount minus £45 to cover the clinician's time. Patients who do not attend their appointment and do not either reschedule or cancel their booking up to 4hrs before the appointment time will not be eligible for any refund.
- d) Appointments in-clinic are also subject to our Clinic Terms and Conditions which are available at <https://www.londondoctorsclinic.co.uk/terms-conditions>.

## **10) EVENTS OUTSIDE OUR CONTROL**

- a) We will not be liable or responsible for any failure to perform or delay performance of any of our obligations that is caused by any act or event beyond our reasonable control. In particular, please note:
  - i) Postal delivery timescales are outside of our control and we are not responsible for any delays in receiving your Test.
  - ii) We are not responsible for any Tests being lost, delayed, or damaged in transit or via post from you to us.
  - iii) We are not responsible for any delays to turnaround times caused by our partner laboratories. Where Fast or Same Day services are used and turnaround times are not met, we will refund the cost between the service purchased and what has been delivered.
  - iv) We are not responsible for faulty tests resulting from your failure to follow the user instructions provided to you.
- b) In the event we that we unable to fulfil your In-Clinic Test appointment due to reasons outside our control (including clinic closure) we will seek to offer You an alternative appointment but if this is not possible or You do not wish to re-book we will issue You with a refund.

## **11) LIABILITY**

- a) The Tests you purchase from us are private use only and You agree not to use the Tests for any commercial purpose.
- b) Nothing in these terms or conditions excludes or limits our liability as follows: (a) for death or personal injury caused by our negligence, or (b) for fraud or fraudulent misrepresentation, (c) by the conditions implied by sections 9 to 11 of the Consumer Rights Act 2015 (description, satisfactory quality, fitness for purpose and samples) or (d) defective products under the Consumer Protection Act 1987.
- c) Subject to the above, our total liability in contract, tort, misrepresentation or otherwise arising in connection with the performance of these terms and conditions, is limited to the total value of the Contract (meaning the price you paid for the Test and any additional services).

## **12) OTHER IMPORTANT TERMS**

- a) We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under the Terms.
- b) The Contract is between you and us. No other person shall have any rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- c) Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- d) If we fail to insist that you perform any of your obligations under the Contract or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- e) These Terms are governed by English law. This means that any claim arising out of in connection with these Terms will be decided under English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring a claim in Northern Ireland and if you are a resident of Scotland, you may also bring proceedings in Scotland.

APPENDIX

**EXPECTED DISPATCH AND DELIVERY TIMES FOR COVID TESTING.**

Royal Mail 24	<i>We do not dispatch or deliver on weekends and bank or public holidays</i>	
<b>Ordered</b>	<b>Despatched</b>	<b>Tracked 24 (Royal Mail target)</b>
Monday	Tuesday	Wednesday
Tuesday	Wednesday	Thursday
Wednesday	Thursday	Friday
Thursday	Friday	Monday
Friday	Monday	Tuesday
Saturday	Monday	Tuesday
Sunday	Monday	Tuesday

<b>Courier &amp; Collect – London 1-4 zones ONLY</b>	<i>We do not dispatch or deliver on weekends and bank or public holidays</i>
<b>Ordered</b>	<b>Dispatched, delivered to your home, collected and delivered to the lab same day</b>
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Friday	Monday
Saturday & Sunday	Monday

## **EXPECTED RESULTS (TURNAROUND) TIME FOR COVID TESTING**

<b>COVID Tests</b>	<b><i>Results Due</i></b>
PCR Standard Test	48-72 hours after receipt at lab for postal tests or 48- 72 hours after your appointment for clinic appointments
PCR Express Test	24 hours after your clinic appointment
PCR Same Day test	6 hours after your clinic appointment
Rapid Antigen test	TBC
Antibody tests	48-72 hours after receipt at lab for postal tests or 48- 72 hours after your appointment for clinic appointments

Turnaround times for non COVID tests are as specified on our website.