

**Terms & Conditions for COVID Pre Departure / Return to UK Lateral Flow Test Supervised via Video- 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**”) to the Tests.
- c) In these Terms, “**Test(s)**” means a Covid Lateral Flow test (also known as Rapid Antigen test) supervised by us by video and undertaken for the purposes of entering the UK from abroad.

**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: 0044 20 80038553

**3) ORDERS**

- a) You may only purchase Tests from our website if you are 18 years old. You may purchase a test for a child/ dependant aged 5 and over on their behalf. 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 collection of your Test kit. 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 comply with entry requirements at your destination/ current UK government requirements on the date of entry to the UK, as well as meet any requirements set out by your travel provider. If in any doubt, please speak to a qualified medical professional or consult your travel provider.
- d) If you have selected a clinic collection you agree to collect your Test(s) between 9 and 5pm at our clinics in Waterloo and London Bridget **PRIOR** to your outbound journey and take with you on your journey. To collect your Test(s) you will be required to show the order confirmation email digitally or via a paper copy
- e) **POSTAL KITS**
  - 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**
  - vi) We are unable to provide a courier service for this Test.
- f) 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 and information as requested by the UK government to meet border re-entry criteria. You are responsible for the accuracy of all personal information provided.

#### 4) VIDEO APPOINTMENT

- a) You are required to book a video appointment in order to have your Test supervised by one of our qualified medical practitioners.
- b) You are required to book the video appointment as directed on our website immediately after ordering your Test. If you book through another method your booking will not be recognised and we will not refund you the cost of the booking you have made in error.
- c) Your video appointment will be at London UTC time zone NOT at your destination time zone should this be different from London UTC.
- d) You must schedule the time of your test relative to travel to meet UK border requirements at the time of entry to the UK.
- e) You are required to conduct the test with all necessary equipment in a quiet location with adequate WIFI/ internet/ 3 or 4G so that the video consultation can be conducted without interruption or disturbance. You warrant that you have a suitable device from which to conduct the video call.
- f) We will send you an individual link to start your video consultation. You agree to join the appointment at the pre-booked time slot. Appointments which you do not attend may be rescheduled subject to availability and will be subject to a rebooking fee of £49. Should we fail to attend your video appointment we will reschedule your appointment free of charge at the earliest opportunity.
- g) You agree to conduct the test in line with instructions provided in the test kit and as directed by the clinician during the video call. If you fail to follow instructions including taking the sample which has not been observed by the clinician your test may be void and we will be unable to supply the necessary documentation to confirm your test results. We accept no liability if your test result is inconclusive and we will be unable to supply a replacement kit.
- h) You warrant that you will not attempt to tamper with test results or submit fraudulent samples
- i) Tests for children: The CQC regulations do not allow us to consult with, triage or give medical advice to children under the age of 16 unless accompanied by a parent with a valid form photo ID (Passport or driving licence).

Children under 18 must have their parent's or guardian book the appointment using the parent's details and have the parent provide the Doctor with photograph ID and confirm that they give permission for the child to consult with the Doctor. After this consent and identification is obtained the child can continue with the consultation with or without a parent/guardian present.

- j) You must also personally complete any other documentation required to accompany your test/ tests for your dependants as set out by your intended destination and / or the UK government on [www.gov.uk](http://www.gov.uk). **This includes the Passenger Locator Form. DCG is not responsible for completing any documentation aside from providing written confirmation of a negative test result.**

#### 5) PRICE

- a) The Price of the Test is 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) You agree to send us a clear photograph of your test cartridge, along with your passport open on the picture page within 30 minutes of taking your Test to [tests@londondoctorsclinic.co.uk](mailto:tests@londondoctorsclinic.co.uk). The Test and photo ID must be clearly visible in the photo without shadows or any obstruction.
- b) We will use all reasonable endeavours to provide you with confirmation of your test result by email within the times set out in the Appendix.
- c) We may contact You by telephone regarding your sample and test results.
- d) If you have a positive result we may be obliged to share your result and contact details with NHS Track and Trace.
- e) Test results provided by us in relation to those results are for the purposes of information only and do not constitute a clinical diagnosis.

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

- a) **Due to the nature of this product we are unable to accept cancellations nor provide refunds.**

#### **9) RESCHEDULING OF VIDEO BOOKINGS**

- a) You agree to let us know at the earliest opportunity that you wish reschedule your appointment. You can do this by calling 0208 003 8553 or emailing [enquiries@londondoctorsclinic.co.uk](mailto:enquiries@londondoctorsclinic.co.uk) or using the link in your booking confirmation to select a new time subject to availability
- b) You can reschedule your appointment up to 24 hours before the appointment time. Any rescheduling after this date is subject to availability and will be subject to an additional rebooking charge of £49.

#### **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) Your failure to collect your Test kit from one of our specified London Clinics. This may include us having to shut a clinic at short notice for reasons outside of our control.
  - ii) Your failure to take your Test kit on your journey or for loss or damage of your test kit prior to usage.
  - iii) We are not responsible for faulty tests resulting from your failure to follow the user instructions provided to you or if you take your sample without clinician supervision as part of the prebooked video consultation.
  - iv) We are not responsible for any tests that return an Invalid Result: (No lines or T indicate the Test has failed and should be retaken).
- b) In the event we that we unable to fulfil your video 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 full refund.

#### **11) LIABILITY**

- a) The Tests you purchase from us are for 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 DESPATCH TIMES FOR POSTAL KITS

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

### EXPECTED TIME FOR COVID TESTING RESULTS REPORT

<b>COVID Tests</b>	<b><i>Results Report Due</i></b>
<b>Lateral Flow test</b>	<p>Within 4 working hours of submission of your completed test(s) and photo id via email. For these purposes “working hours” means between the hours of 9 am and 5 pm Monday to Friday (excluding bank holidays)</p> <p><b>We will make every endeavour to return your results the same day but cannot guarantee this so please leave sufficient time to receive your results prior to travel</b></p>