

## **GENERAL TERMS AND CONDITIONS**

These are the terms and conditions (these “**terms**”) on which we supply the COVID-19 Back to Lab PCR Test (“**product**”) and the Covid-19 test lab report to you. Please do read these terms carefully before you place an order. By placing an order you confirm that you have understood and agree to be legally bound by these terms.

### **LEGAL DISCLAIMER**

**The DNA Workplace Back to Lab PCR Test provide indicative screening for the active COVID-19 virus PCR (present infection of COVID-19) as a back to laboratory testing service.**

**The Back to Lab PCR Test is indicative (not conclusive) as to whether a person currently has COVID-19. As such, while the test is believed to be an effective indicator of infection, no assurance can be given as to its accuracy.**

**A positive PCR test confirms present infection. A negative PCR result does not exclude current infection and should be repeated inline with instructions provided and government guidelines.**

**Regardless of the test results and even if the test detects the virus, all individuals subjected to the test should strictly follow government guidelines regarding hygiene, self-isolation and other measures.**

**The accuracy of the results for PCR testing depends on when and how the person takes the sample. In all cases it is very important that the testing and sampling is carried out correctly. Failure to carry out the testing and sampling correctly can result in a failed or invalid test.**

### ***Courier and Postal Services***

**Courier firms and postal services used are independent and delays with couriers do occur for a variety of reasons. DNA Workplace will carry out all reasonable endeavours to mitigate the effect of any courier delays however accepts no liability for the consequence of the delays.**

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

- 1.1 This website is operated by, and the kit is offered by, DNA Workplace Ltd (“DNA”, “**we**”, “**our**” or “**us**”), a company registered in England and Wales Our company registration number is 1103694 and our registered office is at Unit G1, Frome Business Park, Manor Road, Marston Trading Estate, Frome, BA11 4FN. Our registered VAT number is GB 342471612.

- 1.2 The analysis of samples will be performed by the accredited laboratory(ies) that we may select as our testing services provider at any time (“**Laboratory**”).
- 1.3 You can contact us by telephoning our customer service team at 0203 9438371 or by writing to us at [sales@dnaworkplace.com](mailto:sales@dnaworkplace.com)
- 1.4 Please note that we will not provide any medical advice or offer any consultation regarding your sample test result. If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provide
- 1.5 If we have to contact you we will do so by telephone, email or mail at the phone number, email address or postal address you provided to us when placing your order.

## **2. Your Order**

- 2.1 In order for us to process your order, you must complete the order submission process
- 2.2 All products and services are subject to availability. Should we for whatever reason not be able or willing to accept your order, we will promptly notify you of this fact and you will not be charged anything. Reasons for non-acceptance of your order might be that the kits are out of stock, that applicable law or regulations might have changed, that we identified faults in our kits or the product instructions. Please note that we reserve our right to not disclose the reason for non-acceptance of your order.
- 2.3 Acceptance of your order is also conditional on you providing a valid email address and the approval of your credit card by our payment partner. We reserve the right to refuse your order should any of these conditions not be fulfilled.
- 2.4 Your order will be effective and binding upon receipt of an order acceptance email from us in which we accept your order.
- 2.5 Upon acceptance of your order, you will receive an order number which will help you and us to identify, track and verify the kit and the sample test results. Please reference your order number in any contacts with us.
- 2.6 Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

- 2.7 By placing your order, you declare and confirm (i) that you are 18 years of age or older; (ii) that you are using the website in your own name and not on behalf of anyone else; (iii) that you will not allow any other person to use the product under your name, nor will you, in using the product, or the site, pretend you are someone else, or seek to disguise your identity; (iv) that you are only using the site, the product and the services for your own benefit and not for the purposes of providing services to others; and (v) all information that you provide is complete, accurate and not misleading in any way. If you provide any information that is untrue, inaccurate, misleading or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, misleading or incomplete, then we have the right to terminate or refuse any and all current or future access, sale, or use of the product and you may be further liable for providing such information.
- 2.8 Our Laboratory partners will be processing healthcare related data. By placing an order you consent to allow us and our Laboratory partners to process your order. This means confidentially emailing your order confirmation, payment receipt, despatch delivery note, and your results to your chosen email address in addition to contacting you by phone and email when necessary.
- 2.9 Furthermore, in addition to clause 2.8, by placing an order you consent to us providing all personal and other data we receive in relation to you (including your test results):
- (i) to the Government and any Government agency (including Public Health England);
  - (ii) to the Police on their request.
- 2.10 Product packaging may vary from the images shown on our website. This will not affect the functionality of the kit.
- 2.11 The kit includes comprehensive instructions on how to apply the swabs, how to send the sample to the Laboratory. You must read and follow the instructions fully and carefully. In the event you should not understand the instructions, please contact us using the contact details set out above.

### **3. Pricing and Payment**

- 3.1 The price for the product is set out on our website and includes VAT and the costs of delivery to you, pick-up of sample for transportation to the Laboratory, testing the Sample that you send to the Laboratory, and providing you with the test result. The price information will be repeated in your order summary prior to the

submission of your order to us. We reserve the right to alter our prices as we deem fit but will ensure that the prices stated in your order summary reflects the amount we will charge you.

- 3.2 We accept payment by Visa, Mastercard and American Express, which will be pre-processed by Stripe as our payment partner. Before we dispatch the kit to you, your order must have been paid in full. If the payment method you provide cannot be verified, is invalid, or is otherwise not acceptable, your order may be suspended or cancelled until you are able to resolve the payment issue.

#### **4. Delivery**

- 4.1 The costs for delivery are not included in the price and will be quoted at time of checkout. The costs vary depending on if a shipment is to arrive on a weekday or weekend. The cost for standard royal mail return shipping is included however due to postal delays we recommend all clients ship tests using their chosen next day or same day courier. The product will be delivered to you by one of our courier partners.
- 4.2 After taking the swab you should return the sample to the Laboratory, either using the pre-paid return address or by booking a same day or next day courier.
- 4.3 We use all reasonable efforts to dispatch your product in accordance with the estimated timeframe stated on our website and in our order acceptance email however delivery times may vary. You will receive a separate email with your delivery information, including a tracking number, when your product is dispatched. We will ship your product to the address you provided when placing your order. Delivery dates advised by us are approximate and we will not be liable for any loss or damage due to our failure to meet scheduled delivery dates or for failure to give notice of delay. Time for delivery shall not be of the essence.
- 4.4 We are not liable for responsible in any way for delays in delivery to you or from you to the lab, if you have chosen to use us for that part of the service.

#### **5. Cancellations.**

- 5.1 You have the right to change your mind and cancel your purchase up to fourteen (14) calendar days after the product has been delivered to you. Please note that your right to cancel does not apply if the hygiene seal of the product has been unsealed after delivery.

- 5.2 If you are within your right to cancel, please notify us of your decision by a clear statement to us, preferably by email (see contact details above).
- 5.3 If you have exercised your right to cancel you must return the product without undue delay, and in any within fourteen (14) calendar days of notifying us that you wish to cancel your purchase.
- 5.4 You will have to bear the cost of returning the product. Please note that we require you to return the product to us by courier or similar means of transportation that ensures that the product is returned to us in good condition.
- 5.5 We will refund you the price you paid by the method you used for payment. Please note, however, that we may reduce your refund to reflect any reduction in the value of the product if such has been caused by your handling of the product. If we refund you before we are able to inspect the product and later discover you have handled the product in an unacceptable way you will be obliged to compensate us accordingly.
- 5.6 We aim to process refunds as soon as possible. If you are exercising your right to cancel your refund will be made within fourteen (14) calendar days from the day on which you informed us of your decision to cancel. Please note, however, that we may withhold the refund beyond such fourteen (14) calendar day time period) until we receive the product back from you or until you provide us evidence that you have sent the product back to us.
- 5.7 Refunds will only be made to the card originally used for payment. Please note that refunds may take up to five (5) banking days to appear on a card statement.

## **6. Test Results**

- 6.1 As soon as possible after the Laboratory has processed and completed the analysis of your sample, you will be notified of the test result by email to the email address you provided when placing your order. The sample test result will indicate whether SARS-COV-2 was detected or not, in some cases it maybe unclear due to the way the sample was collected. We strive to deliver your sample test result within 24-48 hours of receipt of the sample at the Laboratory.
- 6.2 Even though we and the Laboratory strive to achieve the highest quality of test analysis and adhere to best industry standards and practices, due to the nature of the tests being performed we and the Laboratory cannot guarantee the absolute accuracy of the test and

there might be rare circumstances where the result might show a false positive or false negative. We do not assume any liability for any inaccuracies and their consequences. Accordingly, you acknowledge and agree that:

- (i) the Covid-19 test kits provide only an indication of a positive or negative reaction;
- (ii) for the Covid-19 test kits, as with all screening tests, in a certain number of cases there can be incidences of false-positive and false-negative results;
- (iii) that the Covid-19 test kit may not be effective for mutations of the virus.

6.3 When submitting your sample, you must:

- (i) fill and return the collection device fully in accordance with the instructions provided with the product;
- (ii) comply fully with all instructions included with the product and return the sample within the time set out in the product Instructions; and
- (iii) follow all Government and legal guidelines on when to take the test.

6.4 If you do not provide an adequate sample, utilise the product in a manner that is contraindicated or not consistent with any instructions, or do not return the sample within the instructed timeframe, we may not be able to provide you with the test results. Further, failure to return your sample within the timeframe set forth in the product instructions may result in inaccurate and unreliable readings of the sample.

6.5 It is your responsibility to maintain your email account and to check your Please take into account that our emails might be directed to the “spam” folder by your email provider so do check this folder, too.

6.6 Please note that we will not provide any medical advice or offer any consultation regarding your sample test result. Any advice given to the contrary is not binding and cannot, in any case, replace medical advice. Therefore, we will not be responsible for the medical accuracy of any advice given (or implied).

## **7. Complaints or Concerns**

If you would like to bring a matter to our attention or if you have any concerns or complaints, please contact us using the contact details set out above.

## **8. Personal Data**

Subject to clause 2.8 and 2.9 above, we acknowledge that your personal data is important to you and we will only use and share your personal data as set out in our privacy policy that is available on our website.

## **9. Liability**

9.1 If we should fail to comply with these terms we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our failure to use reasonable care and skill, but we will in no event be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is apparent that it will happen or if, at the time your order became legally binding, both we and you actually knew it might happen.

9.2 We do not exclude or limit in any way our liability to you where it would be unlawful. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation.

## **10. No Third Party Rights**

Nothing in these terms is intended to and shall not confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these terms has no rights to enforce them.

## **11. Survival**

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

## **12. Governing Law and Jurisdiction**

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.