

Terms and Conditions – Covid 19 Screening PCR tests

Please Read these terms and conditions carefully before you submit your order to us.

At the time of purchase, you are entering a contractual agreement with Screen4 Ltd. Once you have placed your order and you receive an order confirmation, then at this point a contract will come into existence between you and us.

Customer Obligations:

- I. We will assign an order number to your purchase; you will be given this when you place your order. It is important you keep a record of your order number, as you will need this if you contact us.
- II. We provide you with an instruction booklet within your sample kit, it is important that you read these instructions carefully, so to ensure a smooth process with collecting your sample. The instruction booklet also provides information on how to return your sample to us for analysis, please follow these instructions to ensure we receive your sample correctly packaged.
- III. The swab samples that you supply must be your own. You must be at least 16 years of age to provide a sample without parental consent. All samples provided from a client under the age of 16 must provide parental or guardian consent on the website form at the point of purchase. Failure to provide this will result in the sample being delayed or testing to be cancelled of which no refund will be provided.
- IV. **Sample Delivery:** Samples should be sent to the laboratory testing address on the **same day** as the sample collection. It is recommended that a tracked courier service is appointed to collect the sample from the sample address and arrange the shipment to be an express next day service. This is to ensure the delivery is efficiently tracked to help maintain validity of the sample and allow visibility of its travel and destination.

Screen4 have now opened all our clinic locations as drop off points for your Covid test kit samples. A list of Drop box opening times and locations can be found on our website. We offer a third-party Royal Mail Tracked 24 return envelope within the purchase of your Covid Product, if you decide to utilise this, please note that we are not liable for any delays in receiving your sample at our laboratory. We therefore recommend that you use one of our Drop boxes at any of our clinics.

Where a return envelope is provided, it is the responsibility of the Donor to ensure that the sample is posted in time to reach the laboratory with enough time for analysis to complete, this may vary based upon departure time and destination. The use of the return envelope provided with the Covid test kit is not a guarantee of that service and it is provided in line with the subcontractors Terms and Conditions e.g. Royal Mail Tracked 24.

- a. **IT IS YOUR SAMPLE AND YOUR RESPONSIBILITY TO ENSURE IT IS DELIVERED TO THE LAB.** (Screen4 may provide an option or options to assist (such as Royal Mail / Drop Boxes or others as offered from time to time) but we offer no guarantee of delivery time for the sample to the lab.
- b. **PLEASE NOTE THAT IT IS THE DONORS RESPONSIBILITY TO PLAN WHEN A SAMPLE IS TO BE TAKEN TO MEET ANY SPECIFIC TRAVEL RESTRICTION PRE-DEPARTURE OR ARRIVAL AT DESTINATION.** e.g. Within 72 hrs of departure.

Screen4 Ltd are not liable for Royal Mail collection timings and any delays in us receiving your test sample once it has been posted into the Royal Mail network. We offer the complimentary Royal Mail return envelope as part of the product you have purchased, however it is your responsibility to check the collection times on the Royal Mail priority boxes, as sometimes these can vary due to location and day of the week, not including weekends. You must ensure you follow the instructions provided within your test kit, to ensure we receive the sample in a timely manner.

V. It is the responsibility of the buyer, when purchasing a test to follow ALL required instructions:

- a. Relating to taking the sample,
- b. Packaging and shipping of the sample,
- c. Setting up a user account
- d. Recording the Barcode details from the sample vial and the return envelope tracking information, (if applicable)
- e. Keeping a record of your order number

This is paramount to us being able to report the results to the correct person. If incorrect details are provided to us, we will be unable to report results.

All details relating to Customer / Passenger information must be entered correctly. Screen4 cannot be held responsible for any errors on information submitted and any delays resulting from failure to follow instructions or provide correct information at the time of booking / Purchase.

- VI. Delivery:** It is your obligation as the customer to ensure your shipping details provided are correct before placing your order. Delivery is included in the price at the time of purchase. If you provide incorrect shipping details, delivery fails due to no contact with yourself, or the courier is unable to gain access to the address, then the product will be returned to us. If this happens then you must pay a delivery fee of £15.00 for us to re-deliver your test kit. It is your responsibility to ensure you provide us with the correct details at the time of purchase. Screen4 Ltd are not liable for any delays in you receiving your order late for the following reasons, 1) if the courier and Screen4 Ltd are unable to contact you regarding delivery of your order. 2) If you provide the wrong delivery address when you place your order. 3) If the courier is unable to make delivery due to not being able to gain access.

You must re-arrange delivery and pay the £15.00 fee, if you have used our passenger locator reference number (Scree number), you must comply with government regulations, therefore you must follow through with the bundle you have purchased from us.

VII. You are protected by the consumer rights law when you buy Covid 19 Services from us:

Cancellation: If you wish to cancel your order that you have placed with us, then you must request to cancel your order within 14 days of placing your order. You have the right to change your mind within 14 days of purchasing from our website which means any future planned dispatch or clinician bookings can be cancelled. You will not be able to cancel your self-test order after 14 days of purchase if you have already received your product due to our sample kits having expiry dates, the period of effectiveness of the vial will decrease over time. The only exception in which you would be eligible for your order to be cancelled after the 14-day period, would be, if we are unable to carry out the service you have purchased due to a fault of our own doing. If you cancel your order with us, then you may be eligible for a refund. See the Returns/Refunds section which explains our terms and conditions which must be met to be eligible for a refund.

Screen4 Obligations:

- I. **Sample Kit Delivery** We aim to dispatch your self-test kit immediately upon purchase. If you order a product that has a planned future date for dispatch, we will arrange for dispatch to commence in time for you to receive your self-test kit at the earliest opportunity, taking into consideration the weekend and bank holidays. (We do not dispatch for delivery on weekends, please take this into consideration when placing your order) Once the self-test is in production, we have encountered costs, that if the order is cancelled, we would need to claim back costs from any eligible refund offered.
- II. **Self-Test kit Production** The production of the self-test kit is managed by a third-party fulfilment team and they receive instruction to begin building your personal self-test upon you placing your order. Once the self-test is in

production, we have encountered costs, which means if the order is cancelled, we would need to claim back costs from any eligible refund offered outside of the 14-day period allowed to change your mind.

- III. **Testing:** Screen4 Ltd and its contractors will make every reasonable endeavour to analyse your sample and to provide you with a results report. However, if you have not undertaken the test or completed the setup of your secure account (Safe4) in accordance with the User Instructions, or have failed to complete the website form correctly at the point of purchase, we may not be able to process your sample; should this occur, we may provide you with a new test at the cost of the initial quoted price per sample kit, at our own discretion. In this circumstance any money already paid will not be refunded. It may not be possible to analyse the sample provided due to several factors including (But not limited to) – insufficient sample collected, contaminated sample, incorrect packaging of the sample, laboratory assessment of sample provided, laboratory process failure, human error. In any of these circumstances – Screen4 Ltd will not be held liable for any loss or costs associated with re-test or delay to travel / or costs incurred for rescheduling of any travel arrangements.
- IV. **Results Delivery:** Following *receipt of your sample at the laboratory*, we aim to provide your results within 24/48 hours. We may deliver your results earlier than the time indicated within this document. Delivery dates for test results are approximate only and Screen4 Ltd will not be held liable for any delay in delivery.

Screen4 Ltd will provide evidence of the PCR test as either Positive or Negative for the Specimen Type: Upper Respiratory Swab Test Type: COVID-19 RT PCR SARS-CoV-2 nucleic acid test – this test will be performed in a suitably accredited laboratory to ISO15189.

If at any time Screen4 is prevented or hindered from carrying out its obligations under this Agreement for reasons beyond its control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Screen4 or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, human error, fire, flood, storm or default of suppliers or subcontractors, including shortage of supplies from suppliers required by Screen4 to perform the PCR Antigen Test or Antibody Test, it shall notify the Customer accordingly where possible and, save for Screen4's obligations set out in Clauses within these terms and conditions, Screen4's obligations under this Agreement shall be suspended until the obligations can be performed.

- V. **Purpose:** The screening kit should be used for initial screening purposes as a convenient and confidential way of getting tested quickly for a suspected COVID-19 infection. The results are not intended to replace medical advice, nor should they be used as a full diagnosis, or to prescribe medication without consulting an appropriate medical professional. Laboratory testing will always have a small degree of variability. Screen4 Ltd have rigorously researched the extent of accuracy available across laboratories. Screen4 Ltd and its contractors have assurance that the COVID-19 assay provided with the purchase of the screening kit, has been independently evaluated by private clinical institutions and public health authorities and have reported evidence of screening result accuracy. Our operational and reporting processes work within defined industry standards to provide exceptionally high accuracy.

Returns / Refunds:

1. Screen4 Ltd will only offer a refund against PCR testing services on the following parameters:

- a. There is a 14-day period from the date you place your order in which you can change your mind, and you may cancel your order to obtain a full refund. This does not apply if we have already started to provide our services before the 14-day period ends, in which case, any services already carried out will not be eligible for refund and we reserve the right to deduct compensation to cover costs already incurred. We will inform you of your eligibility once we receive the order cancellation and the relevant party dealing with your request within the Returns/Refunds team have assessed your request.

- b. You then have 14 days to return the screening kit to us from the date of cancellation (if applicable). The screening kit must be returned unopened and undamaged to receive a refund. A re-stock fee of £15.00 will be charged for all returned screening kits.

Refunds will not be awarded:

- 1) Due to the expiry dates on the sample kits - we are unable to offer a refund after the 14 days have lapsed since you have received your sample kit as we would be unable to put the sample kit back into circulation due to the deterioration of the sample fluid inside the vial.
- 2) Due to a Health and Safety conflict - if we receive opened sample kits, this exposes the kit to elements outside of our control and then prevents the sample kit being put back into circulation. If they are returned and received by us, we will destroy without hesitation.
- c. If you need to change your appointment with the clinic then you must give us 48 hours' notice before your scheduled appointment. If you fail to attend your appointment and do not notify us within 48 hours before your appointment time, then you will be charged for your missed appointment. If you cancel your appointment, then you have 14 days to re-arrange and book another appointment time. If you fail to book another appointment after 14 days of cancellation, then you will have to place another order.
- d. When returning your screening kit for a refund you must pay for the postage to return the kit back to our head office, as we cannot accept any returns in which we have been charged the delivery cost.

2. Self-test Kits (Excluding Day 2 and Day 8 Test bundles)

- a. Any dispatched and received kits for **self-test purposes** (or company managed programs) that are unused and fit for resale will be refunded, if eligible, on the following basis:

You have followed the correct Cancellation/Returns procedure as noted in point (a) above

The complete test kit and contents is returned to our head office:

Screen4 Ltd

Returns

Unit 17 Middlewood's Way

Carlton

Barnsley

South Yorkshire

S71 3HR

You must return it at your cost to the above address. Please make sure you record any shipping details if using registered post or courier (recommended).

Once the kit has been received and checked / sanitised and returned to stock, your refund will be processed. If the kit has been used or there is damage to the contents, then no refund will be given.

An admin / re-stock fee of £15 will be charged per sample kit and this will be deducted from your refund amount paid per test.

Please note that unfortunately, it can take up to 10 working days or more to receive your refund once the kit has been returned to stock. Please do not contact us to chase a refund unless 21 days have passed since you sent the kit back to us. Please ensure you use your Order number in any correspondence.

b. Day 2 and Day 8 Tests (Legal requirement to take the tests)

It is a legal requirement for you to undertake a Day 2 and Day 8 test as part of your quarantine process. You will have been issued with a unique SCREE0000000 reference number that you have used to enter the UK and you will have included this on your Passenger Locator Form.

You must take your Day 2 and 8 test, or you may face a penalty

<https://www.gov.uk/guidance/how-to-quarantine-when-you-arrive-in-england>

No Refunds will be given for these tests

All test data including results is reported to DHSC and PHE

The limitations based on when we can make shipments may mean a delay to the receipt of your test, this is not a valid reason for refund – you must still complete your tests or face a penalty as above.

The ONLY reason accepted for a refund on a Day 2 and Day 8 test is if you have NOT travelled to the UK and you must provide details of flight cancellation or other reason for not travelling. In this instance we will cancel the SCREE reference number, and this will no longer be valid on ANY Passenger Locator Form

c. Day 2 and 8 Tests (if a positive is detected.)

Test related to the mandatory requirement for a Day 2 and Day 8 test are as follows:

It is a mandatory requirement to provide passengers with a 'bundle' of tests, Day 2 and Day 8 after arrival into England and any required genomic sequencing of any Day 2 test result that is positive.

Therefore, if a Day 2 test has been issued and analysed as POSITIVE, there will be no refund of the Day 8 part of the test – this is due the need to carry out genomic sequencing of the Day 2 test – this cost is part of the 'bundle' purchased.

If you received a positive test result for the test taken on or before Day 2, you do not need to take the day 8 test. In this case the Day 8 test may not be sent to you. **People you are travelling with must still take a day 8 test.**

As above – no refund will be given for the Day 8 test if not supplied due to a Positive Day 2 Test

3. Clinician performed tests that have been paid for and scheduled:

Day 2 and Day 8 tests booked at our clinics MUST be carried out – this is a legal requirement see link <https://www.gov.uk/guidance/how-to-quarantine-when-you-arrive-in-england> or you could face a penalty

No refunds will be given for Day 2 and Day 8 Clinician test unless:

The ONLY reason permissible for a refund on a Day 2 and Day 8 test is if you have NOT travelled to the UK and you must provide details of flight cancellation or other reason for not travelling. In this instance we will cancel the SCREE reference number, and this will no longer be valid on ANY Passenger Locator Form

A Day 2 and Day 8 test May be moved to another date if the flight has changed by the customer or the airline, this will be free of charge if an available slot is possible for the rescheduled appointment. You will need to provide evidence of any change as the rules regarding the timing of Day 2 and Day 8 tests are based on date of arrival into the UK.

It may be necessary for the customer to attend an alternative collection centre if their first choice is not available.

4. Other Clinician Tests booked (Pre-travel, Test to Release):

- a. Any clinician Test (excluding Day 2 and Day 8) May be moved to another date if the flight is changed by the customer or the airline, this will be free of charge if an available slot is possible for the rescheduled appointment.
- b. It may be necessary for the customer to attend an alternative collection centre if their first choice is not available.
- c. If this is not acceptable then a refund will be given less an admin fee of £15 per test.

5. **Liability:** Nothing in these terms or conditions excludes the liability of Screen4 Ltd as follows: -

- 1) for death or personal injury caused by our negligence, or
- 2) under section 2 of the Consumer Protection Act 1987, or
- 3) for fraud or fraudulent misrepresentation, or
- 4) by the conditions implied under section 12 of the Sale of Goods Act 1979 or
- 5) by the conditions implied under section 2 of the Supply of Goods and Services Act 1982.

Screen4 Ltd shall not be liable to you for any loss of profit, loss of business, loss of opportunity, loss of goodwill, or any claims for indirect compensation whatsoever, which may arise out of, or in connection with, the use of the goods or services provided. Screen4's total liability in contract, tort, misrepresentation or otherwise; arising in connection with the performance of these conditions, shall be limited to losses which are a foreseeable consequence of the failure to comply with these terms and conditions only.

Screen4 Ltd are not liable for any delays in you receiving your order for the following reasons, 1) if the courier and Screen4 Ltd are unable to contact you regarding delivery of your order. 2) If you provide the wrong delivery address when you place your order. 3) If the courier is unable to make delivery due to not being able to gain access.

Screen4 Ltd are not liable for Royal Mail collection timings and any delays in us receiving your test sample. We offer a complimentary Royal Mail collection service, however it is your responsibility to check the timings on Royal Mail priority boxes, as sometimes these can vary due to location and day of the week. You must ensure you follow the instructions provided within your test kit, to ensure we receive the sample in a timely order.

Screen4 Ltd will not be held liable for any losses arising as a result of your failure to adhere to your obligations or follow instructions as set out in this contract.

Time is not of the essence for Screen4 Ltd and we do not accept any responsibility or liability for losses arising as a result of any delay.

Privacy Information

Who We Are: Any references to "we", "us", "our" and "Screen4" within this Privacy Information are to Screen4 Ltd and its contractors. Screen4 Ltd is a company registered in the UK (Registered Number 12228924)

Personal Information: The use of any personal information that we collect from the website Form will be in accordance with the GDPR and other applicable laws. All personal information collected is under the control of Screen4 Ltd, which is a "data controller" under the GDPR.

Collection of Personal Information: The following information is collected and processed by us:

- i) Information which you provide on the website form when purchasing – for each and any type of test purchased.
- ii) Information which you provide when communicating with us regarding the goods / services provided
- iii) Information which you choose to disclose to us by email or any other means.

If you wish to access, correct, update, remove or complain about any personal data that you have provided to us, you should inform the Operations team immediately using the contact form on our website www.screen4.org and we will endeavour to respond to your request. Screen4 Ltd may retain, store and access the data collected, for as long as is required, for the purposes listed in this Privacy Notice.

Legal basis for processing any personal data

To meet Screen4's contractual obligations to customers and clients and to also respond to enquiries regarding our services. Please read our Covid 19 Services Privacy Notice document in full [here](#).

Use of Personal Information: The information that we request from you is essential for us to conduct the COVID-19 screening service for you and/or to communicate with you. We will only use the information that you have provided, to allow us to undertake the contractual commitment between you and us. Information provided may also be provided to UK Government / DHSC / PHE or other similar body.

All data is stored in a controlled and secure environment. Your personal information will only be accessed by authorised Screen4 personnel and contractors who require the information to be able to perform a task.

