

1 Services to which these terms and conditions apply

These terms and conditions apply to all of the services described on our website (<https://www.linburydoctors.co.uk>) under the tab **Covid Testing**. They are referred to below as Terms.

Please read them carefully because they are the terms of the contract which will arise between us when we accept your order.

By placing an order with us you are treated as having agreed and accepted these Terms.

2 Who we are

“We” in these Terms means The Linbury Doctors Ltd, company number 12798741 whose registered office is at The Field House, Naunton Beauchamp. Pershore WR10 2RF.

Our contact details are-

Phone number- 0333-050-7338

Email address- info@linburydoctors.co.uk

We will communicate with you primarily by phone and email.

3 Acceptance of orders

Requests to place an order for our services may be made by phone or email. In either case we will send you a questionnaire asking for some personal details which are needed to comply with applicable regulations relevant to your reasons for requesting a test. If you are about to travel these will include passport details and other information identifying you.

An order is accepted when acceptance is confirmed to you by email or phone. Our acceptance gives rise to a contract with you.

4 Sending kits to your specified UK address and sending your sample(s) to the lab

The cost of testing as shown on our website includes a testing kit posted to your specified UK address:

- (a) sending the kit(s) to you by special delivery (tracked) Royal Mail post; and
- (b) a pre-paid envelope in which you need to send your sample for testing, direct to the laboratory which will test it.

If we visit you to take a swab for testing and a same day result has been requested, the sum we invoice you will include the cost of a courier taking the sample to the lab, unless some other arrangement has been agreed with you.

5 Fit to fly certificates

A visit by one of our medically qualified staff can be arranged to conduct the test and send the test result by courier or Royal Mail Special Delivery (tracked). Alternatively a test kit can be posted to you, with your sample being posted by you directly to the laboratory for testing.

We will notify you of the result by email (unless some other arrangement is agreed in advance).

6 Entering the UK from abroad

For travel into the UK by air, train or ferry you are required under currently applicable UK regulations to complete and submit online, a Passenger Locator Form within 48 hours before travel. To complete the form you must be able to demonstrate that you have ordered day 2 and day 8 test kits by entering their reference numbers on the form.

When you order day 2 and 8 test kits from us, you will be invoiced for their cost and will receive the test kit reference numbers required for the Passenger Locator Form. This means that the kits have been personalised specifically for your use.

Accordingly, we are not able or permitted to provide refunds for such kits after their reference numbers have been used for travel on a Passenger Locator Form. If however, before you travel you find it essential to change your travel arrangements, we may be able if requested, to reissue new test kit references to enable you to use the kits with your altered travel plans. It is emphasised that we can not guarantee to be able to make such changes, and will never be able to do so after the reference numbers have been used on a Passenger Locator Form to enable entry into the UK. To attempt to change the kit references we need as much notice as possible.

If you are using the Test to Release Scheme to shorten the quarantine period, which can apply to people who will be undergoing quarantine in England, you still need to order day 2 and 8 kits but will need a further test after five full days back in the UK. You will need to name us as the test provider on the Passenger Locator Form.

7 Refunds

We are unable to accept returns of test kits to which reference numbers have been allocated and which have been used to permit entry into the UK, and potentially to assist in monitoring subsequent quarantine requirements. Accordingly, no refunds are available for such kits.

Any kit supplied in any other context for which a refund is requested will be considered on a case by case basis, but no refund will be made if so doing would be in breach of UK law or inconsistent with directions to providers of Covid testing kits or facilities issued by NHS England or any associated body or authority whose regulations we are required to comply with.

8 Sending your sample(s) to the laboratory for testing

It is your responsibility to follow carefully the instructions which accompany the test kits showing you how to take samples. Failure to follow the instructions may adversely affect the accuracy of the test result.

It is also your responsibility to follow the instructions as to how the samples should be sent to the laboratory for testing.

9 Consent to testing

If you arrange for one of our staff to visit you to take a sample for testing, you consent to the sample collection process associated with the test.

By placing an order for Covid testing with us which we accept, you agree that your sample(s) will be subjected to clinical analysis, by an organisation which we reasonably consider competent to perform the agreed test.

Unless you specify otherwise in writing at the time of placing your order, you are also agreeing that should the testing laboratory, in the course of testing your sample(s), identify public health related concerns arising from the sample(s) tested, they make undertake such additional tests on the sample(s) as they consider appropriate with a view to safeguarding public health generally.

If a courier service is used to take your sample to the laboratory for testing, the courier will be provided with such of your personal details as the laboratory will need to associate the sample with you.

We will only use your personal information as set out in our privacy policy as explained on our website.

10 Delays and events beyond our reasonable control

We are not responsible for delays or other events outside our reasonable control. This applies even if you suffer financial loss as a result, for example by being unable to use a pre-paid ticket where no refund is available. Such events include but are not limited to, any delay by Royal Mail or any courier service in delivering a sample to the laboratory for testing, or delays in testing for any reason at the laboratory where samples are to be sent for testing.

11 Accuracy of test results

Our responsibility for the accuracy of any test result shall be limited to our obligation to use reasonable care and skill in selecting an organisation which we reasonable believe to be competent to perform the required test, and to accurately communicating the test result. Whilst the PCR test is generally considered to be the most accurate test currently available in the UK, it is believed that no currently available test can be guaranteed to be 100 per cent accurate in all circumstances.

12 The right to change your mind

The Consumer Rights Act 2015 (and related legislation) confer the right on a customer who has ordered goods or services remotely (including by phone or email) in many circumstances to cancel the order within 14 days of the contract being created and to request a refund.

As explained above this right of cancellation will not apply to test kits have been ordered by us to which a reference has been allocated which relates specifically to you, and is connected with your

personal details. The same applies where you have booked an appointment for one of our staff to visit you and to take a sample for testing, and the visit has taken place.

In the case of an order for test kits, an order may be cancelled if no reference numbers have been allocated to any kits thereby customising them for you. Similarly if a visit has been requested to take a sample from you, you may cancel the visit before the relevant staff member allocated to visit you has begun their journey. In either case a refund may be given if you have already paid.

In circumstances where you wish to change your mind and cancel your order you may contact us by phone or email, and should do so as soon as possible.

13 Questions or complaints

If you have any questions or complaints regarding a testing kit or any other service, please let us know as soon as possible by phone or email, and we will do our best to deal with any issues.

14 Sub-contractors

We shall be entitled to subcontract all or part of the Covid testing services mentioned on our website. This includes but is not limited to the laboratory testing of samples and courier services where necessary. We will use reasonable care and skill in selecting an organisation which we reasonably believe to be competent to conduct the test you have ordered, but our liability for the conduct of the test and provision of the result will not extend beyond that.

15 Third parties

We shall have no responsibility to any third party and our responsibility is only to you being the person who places an order with us.

16 Our responsibility

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. 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.

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; and for defective products under the Consumer Protection Act 1987.

We are not liable for business losses. Services are provided to you in your personal capacity and not in connection with business or commercial purposes. If you use the services in relation to any business or commercial purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17 Applicable law

These Terms are governed by English law and you can bring legal proceedings in respect of the products or services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products or services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products or services in either the Northern Irish or the English courts.