

We are Eurofins Forensic Services Limited trading as “Eurofins COVID Testing Services” of 154 Business Park, Valiant Way, Wolverhampton, WV9 5GB, United Kingdom. These are the terms on which we will supply you with our “Product” which consists of:

- i. a booking reference (enabling you to travel overseas or into the UK) ('digital content')
- ii. a Covid-19 testing kit ('goods'); and
- iii. a Covid-19 test at our laboratory ('service')

PLEASE NOTE:

- ONCE YOU HAVE PLACED YOUR ORDER THE BOOKING REFERENCE COMPONENT OF THE PRODUCT IS CONSUMED, CANNOT BE REALLOCATED, AND IS NOT REFUNDABLE.
 - The price for the Goods and Services components of the Product may be refundable subject to clauses 7.1 and 7.4 below.

PLEASE NOTE:

- CERTAIN TESTS ARE MANADATED BY GOVERNMENT.
- FOR THOSE TESTS WE RECORD AND REPORT ANY CANCELLATIONS/ REQUESTS FOR REFUND AS 'NO SHOW' UNLESS EVIDENCE IS PROVIDED BY YOU OF ALTERNATIVE ARRANGEMENTS BEING MADE.
 - If refund is requested before the statutory date for the test we require evidence that you have purchased the same mandatory test from an alternate provider.
 - If refund is requested after the statutory date for the test we require evidence that an alternative provider has performed the mandatory test.
- FURTHER CLARITY REGARDING THE REFUND POLICY FOR EACH OF THE TEST TYPES COVERED BY THIS AGREEMENT IS DOCUMENTED IN OUR FAQs ON <https://www.traveltesting.eurofins.co.uk/faqs>.

Our terms

1. These terms

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply our Product (the booking reference, Covid testing services and Covid testing kit(s)) to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms please contact us to discuss.

2. Information about us and how to contact us

- 2.1. **Who we are.** We are Eurofins Forensic Services Limited trading as "Eurofins COVID Testing Services" a company incorporated in England and Wales with its registered office at 154 Business Park, Valiant Way, Wolverhampton, WV9 5GB, United Kingdom. Our registered VAT number is 887127683. Our personal data handling and results reporting service are supplied by: Eurofins Group companies.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at 01925 248802 or by writing to us at covid19administration@eurofins.co.uk, 154 Business Park, Valiant Way, Wolverhampton, WV9 5GB.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it following successful processing of your full payment for the Product, at which point a contract will come into existence between you and us. We are not liable for delays arising from online payment including rejection, hold of payment or any other circumstance where payment is not able to be made.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the Product. This might be because the testing kits are out of stock, because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the Product.
- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

4. Your rights to make changes.

- 4.1. **Changing the Product.** If you wish to make a change to the Product you have ordered please contact us. We will let you know if the change is possible.
 - 4.1.1. If it is possible we will let you know about any changes to the price of the Product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
 - 4.1.2. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see 7 - Your rights to end the contract).

5. Our rights to make changes

- 5.1. **Minor changes to the products.** We may change the product:

- 5.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the Product.

6. Providing the Product

- 6.1. **Delivery costs.** The costs of delivery, where applicable, are included in the price advertised on our website.
- 6.2. **We are not responsible for delays outside our control.** If our supply of the Product is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Products you have paid for but not received.
- 6.3. **If you have requested delivery but are not at home when the testing kits are delivered.** If no one is available at your address to take delivery, it may not be possible for the test kit to be left at your address. In this case, redelivery or collection of the kit will be possible as per the deliver company's standard policy for undeliverable goods. If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and 9.2 will apply.
- 6.4. **Your legal rights if we deliver goods late.** **We will not agree to a delivery deadline even if you have told us the deadline is essential, unless you have purchased the "premium" or "VIP" service.** You will only have legal rights if we deliver any goods late and we have refused to deliver the goods. In such an instance you may treat the contract as at an end straight away.
- 6.5. **Setting a new deadline for delivery.** If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under 6.4, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 6.6. **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under 6.4 or 6.5, you can cancel your order for any or all of the goods or reject goods that have been delivered. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them or post them back to us. We will pay the costs of postage or collection. Please call customer services on 01925 248802 or email us at covid19administration@eurofins.co.uk for a return label.
- 6.7. **When you become responsible for the goods.** The testing kits will be your responsibility from the time we deliver them to the address you give us.
- 6.8. **When you own goods.** You own the testing kits once we have received payment in full.
- 6.9. **Reasons we may suspend the supply of Products to you.** We may have to suspend the supply of a Product to:
 - 6.9.1. deal with technical problems or make minor technical changes;
 - 6.9.2. update the Product to reflect changes in relevant laws and regulatory requirements;
 - 6.9.3. investigate cases of suspected fraudulent purchase, including incorrect data provision or credit card transactions
- 6.10. **Your rights if we suspend the supply of Products.** We will contact you in advance to tell you we will be suspending supply of the Product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it and, unless we are investigating a

potential fraud, we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

- 6.11. **Our rights in the case of fraud.** We reserve the right to
- 6.11.1. recover the cost of Service, collection charges and lawyers' fees from individuals using the software fraudulently;
 - 6.11.2. initiate legal proceedings against such individual for fraudulent use of the software and any other unlawful acts or acts or omissions in breach of these Terms and Conditions.

7. Your rights to end the contract

7.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- 7.1.1. If what you have bought is faulty or not as described you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see 10;
- 7.1.2. If you want to end the contract because of something we have done or have told you we are going to do, see 7.2;
- 7.1.3. If you have just changed your mind about the product, see 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you may have to pay the costs of return of any goods;
- 7.1.4. In all other cases (if we are not at fault and there is no right to change your mind), see 7.6.

7.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- 7.2.1. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- 7.2.2. there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 7.2.3. we have suspended supply of the products for technical reasons, or notified you that we are going to suspend them for technical reasons; or
- 7.2.4. you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see 6.4)).

7.3. **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- 7.4.1. the booking reference as this is immediately valuable, cannot be transferred and is "consumed" on supply;
- 7.4.2. the test kits which are sealed for health protection or hygiene purposes, as once these have left our site we are unable to subsequently confirm their sterility; and
- 7.4.3. the Covid testing services, once these have been completed, even if the cancellation period is still running.

7.5. **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- 7.5.1. **Have you bought the Covid testing kit?** If so you have 14 days after the day you (or someone you nominate) receives the goods;
- 7.5.2. **Have you bought the Covid testing services?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still

running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

7.6. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Products not provided but we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract.

8. How to end the contract with us (including if you have changed your mind)

8.1. Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

8.1.1. Phone or email. Call customer services on 01925 248802 or email us at covid19administration@eurofins.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.2. Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them, post them back to us at Birchwood Park, Darwin House Building 414, Faraday St, Risley WA3 6FW. Please call customer services on 01925 248802 or email us at covid19administration@eurofins.co.uk for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3. When we will pay the costs of return. We will pay the costs of return:

8.3.1. if the products are faulty or not as described; or

8.3.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong;

8.3.3. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4. How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5. Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

8.5.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods caused by their shipment and subsequent inability to verify sterility.

8.5.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.5.3. Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

8.5.4. Further clarity regarding the refund policy for each of the test types covered by this agreement is documented in our FAQs on <https://www.traveltesting.eurofins.co.uk/faqs>.

8.6. When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

8.6.1. If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 8.2.

8.6.2. In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. Our rights to end the contract

9.1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

9.1.1. you do not make any payment to us when it is due;

9.1.2. the card used for payment of the Product is found to have been fraudulently used;

9.1.3. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a UK address for delivery of the testing kits; or

9.1.4. you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

9.1.5. you do not return the sample(s) to us for testing within the time limit prescribed.

9.2. You must compensate us if you break the contract. If we end the contract in the situations set out in 9.1 we will, except in the case of suspected fraud where we reserve the right to investigate and prosecute in accordance with 6.11, refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10. If there is a problem with the product

10.1. How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01925 248802 or write to us at covid19administration@eurofins.co.uk 154 Business Park, Valiant Way, Wolverhampton, WV9 5GB, United Kingdom.

10.2. Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights
This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
If your product is goods, for example Covid-19 testing kits, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases. The lifespan of our testing kits is no less than one month.
See also 7.3.
If your product is services, for example Covid testing services, the Consumer Rights Act 2015 says:
a) You can ask us to repeat a service if it's not carried out with reasonable care and skill, or get some money back if we can't repeat it.
b) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.
See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

- 10.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage where the goods are faulty. Please call customer services on 01925 248802 or email us at covid19administration@eurofins.co.uk for a return label.

11. Price and payment

- 11.1. **Where to find the price for the product.** The price of the product (which includes VAT, where applicable) will be the price indicated on the order pages of our website when you placed your order. We take all reasonable care to ensure that the price of the sample kits and testing service advised to you is correct. However please see 11.3 for what happens if we discover an error in the price of the product you order.
- 11.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 11.4. **When you must pay and how you must pay.** We accept payment with most major credit and debit cards. When you must pay depends on what product you are buying:
- 11.4.1. For goods, you must pay for the products before we dispatch them.
- 11.4.2. For services, you must pay for the services at the point of order.

12. Our responsibility for loss or damage suffered by you

- 12.1. **We are responsible to you for foreseeable loss and damage caused by us.** 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, but we are not responsible for any loss or damage that is not foreseeable. 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.
- 12.2. **We are not liable for any loss or damage based on the result of the Test.** No laboratory test is 100% accurate and, except in those instances where a wrong result can be demonstrated to be caused by gross negligence or wilful intent, we are not liable for loss or damage based on the result we provide you.
- 12.3. **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; for breach of your legal rights in relation to the products as summarised at 10.2.
- 12.4. **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

13.1. **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy.

14. Other important terms

14.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

14.2. **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

14.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5. **Which laws apply to this contract and where you may bring legal proceedings.** 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.