

Terms and Conditions – Covid 19 Screening PCR tests

- 1. Restrictions:** 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 Empire medicines Ltd Request form or 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.
- 2. Sample Delivery:** Samples should be sent to the laboratory testing address on the **same day** as the sample collection. It is recommended that a courier 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. It is the responsibility of the client in managing the sample delivery to the lab. 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 sufficient time for analysis – preflight (usually 48 hrs pre-Flight) – this may vary based upon departure time and destination. PLEASE NOTE THAT IT IS THE DONOR'S RESPONSIBILITY TO SCHEDULE ANY SAMPLE COLLECTION TIME TO MEET ANY SPECIFIC TRAVEL RESTRICTION PREDEPARTURE OR ARRIVAL AT DESTINATION.
- 3. Testing:** Empire medicines Ltd and its contractors will make every reasonable endeavor to analyse your sample and to provide you with a results report. However, if you have not undertaken the test in accordance with the User Instructions, or have failed to complete the Screening Request Form correctly, 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 – Empire medicines 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.
- 4. Results Delivery:** Following receipt of your sample at the laboratory, we aim to provide your results within the time period stated. We may deliver your results earlier than the time indicated within this document. Delivery dates for test results are approximate only and Empire medicines Ltd will not be held liable for any delay in delivery. ***It is the responsibility of the buyer, if more than 1 of the COVID-19 kits are purchased, to inform us of the persons who will be submitting a sample (Forename, Surname and Date of Birth).*** This is paramount to us being able to report the results to the correct person. If no details are provided to us, we will be unable to report results.
Empire medicines Ltd will provide evidence of the PCR or Antigen Lateral Flow test as either Positive or Negative or Inconclusive, for the Specimen Type: Upper Respiratory Swab Test Type: COVID-19 PCR SARS-CoV-2 nucleic acid test – this test will be performed in a suitably accredited laboratory to ISO15189. If at any time Empire medicines Ltd 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 Empire medicines Ltd 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 Empire medicines Ltd to perform the PCR Antigen Test or Antibody Test, it shall notify the Customer accordingly where possible and, save for Empire medicines Ltd's obligations set out in Clauses within these terms and conditions, Empire medicines Ltd's obligations under this Agreement shall be suspended until the obligations can be performed.
- 5. Purpose:** This 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. Empire medicines Ltd have rigorously researched the extent of accuracy available across laboratories. Empire medicines 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.
- 6. Refunds:** Empire medicines Ltd will only offer a refund against PCR testing service on the following parameters:
 1. Any dispatched and received kits for self-test (or company managed programs) that are unused will NOT be refunded under any circumstances due to health and safety reasons.
 2. Clinician collected Pre-flight tests that have been paid for and scheduled:
 - a. 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 £20 per test.



7. Liability: Nothing in these terms or conditions excludes the liability of Empire medicines 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. Empire medicines 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. Empire medicines Ltd'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.

8. Privacy Notice

Who We Are: Any references to "we", "us", "our" and Empire medicines Ltd within this Privacy Notice are to Empire medicines Ltd and its contractors. Empire medicines Ltd is a company registered in the UK (Registered Number 07581177)

Personal Information: The use of any personal information that we collect from this Screening Request Form will be in accordance with the GDPR and other applicable laws. All personal information collected is under the control of Empire medicines 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 Screening Request Form
- 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.empirepharmacy.co.uk and we will endeavor to respond to your request. Empire medicines 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 Empire medicines Ltd's contractual obligations to clients and to also respond to enquiries regarding our services.

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