

## **Bupa General Testing Terms**

### **COVID-19 GENERAL TESTING (PCR or LFT)**

#### **TERMS OF SERVICE**

##### **1. THESE TERMS**

**1.1 What these terms cover.** These are the terms and conditions on which we supply the Bupa general Covid-19 antigen test kits and testing services to you (together “products”). Please note that if you are purchasing the Covid-19 PCR Test to Travel, Test to Release, Mandatory 2nd Day, 2 & 8 Day test kits or lateral flow travel test kits, separate terms and conditions apply. If you are ordering a general test using a code provided by your employer, these terms and conditions don’t apply as we have terms in place with your employer. Bupa Health Clinics is an approved supplier of COVID-19 general and travel testing kits for the Department of Health and Social Care. Please visit <https://www.gov.uk/government/publications/list-of-private-providers-of-coronavirus-testing> for further information.

**1.2 Why you should read them.** Please read these terms carefully before you complete the customer order form and/or make payment. 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 Bupa Occupational Health Limited (“Bupa”) a company registered in England and Wales. Our company registration number is 00631336 and our registered office is at 1 Angel Court, London, UK EC2R 7HJ. Our VAT registration number is: 239 7316 41.

**2.2 How to contact us.** You can contact us by telephoning 0345 600 3458 or by writing to us at covidservices@bupa.com or Bupa Health Clinics Customer Services, 4th Floor, Bupa Place, 102 The Quays, Salford Quays, M50 3SP.

**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.

**2.4 “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 confirm your order, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you or will refund you (as applicable) for the products. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Where we deliver.** We only accept orders from individuals located in the UK, aged over 18 and we only deliver to addresses in the UK. If you are ordering for a child aged under 16, you confirm

that you are the child's parent or legal guardian and/or otherwise have legal authority to agree to the use of the test and to receive test results on their behalf.

**3.4 Entire Agreement.** These terms set out the full details and constitute the entirety of your agreement with Bupa for the products. Upon payment to Bupa for the products or the commencement of the supply of the products (whichever happens sooner) you will be deemed to have accepted these terms. If you do not agree to these terms you should not order or use the products.

**3.5 Variations.** We may change these terms at any time without providing you with prior or express notice of any such change. You should check these terms from time to time for any changes. By continuing to use the products you agree to any and all changes made to these terms.

## 4. OUR PRODUCTS

**4.1 Products provided as-is.** The products are provided as-is, as set out on the Bupa web pages, Bupa marketing communications or as described in our telephone call with you. Please note that the products do not provide proof of immunity to getting another infection. Bupa is not providing any advice or diagnoses as part of the products. Bupa does not offer the products as a return to work strategy. You must comply with any instructions or information provided as part of the Products and comply with any Government or NHS guidance based on the results of the products. You may wish to tell your employer (where relevant) where you receive a positive test result.

Bupa is working with its trusted laboratory partner Everything Genetic Ltd ("Everything Genetic") and their partners including 2SN Healthcare Limited t/a Fasterchecks ("Fasterchecks") to provide the products. Everything Genetic is the distributor and provider of the products, and Everything Genetic collect payment from you if ordering online. The testing is carried out by Everything Genetic. Bupa, acting in its sole discretion, may appoint another distributor and provider of the products or replace Everything Genetic or any other relevant partner from time to time.

We may change the products at any time without giving you prior or express notice of any change.

**4.2 Return of the goods for testing.** Once you have completed the test sample please return the test kit using the prepaid envelope. You should do this immediately in order to avoid any breakdown in quality of the sample. You must do this within 6 months of the date of purchase of the kit.

**4.3 Your conduct.** You guarantee that you will not use the products for any unlawful or prohibited purposes. You guarantee that you will not use the products in a way that could damage or impair the products or interfere with someone else's use of the products. You cannot try to obtain information through any ways that are not made available explicitly through the use of the products.

Additionally, you agree not to use the products to:

impersonate another person or misrepresent your affiliation with someone else;

harm minors in any way;

use software, devices or services to interact with the products or our servers unless explicitly permitted by us;

override, or attempt to override, security components in our web services or

interfere or disrupt the products, networks, or users that are connected to the products, or disobey any requirements, policies, or regulations of networks that are connected to the products.

You agree not to:

breach this agreement, any codes of conduct, or any other applicable guidelines that apply to the product or have been communicated to you by us; or

breach any laws or regulations.

You guarantee that the sample you provide is coming from yourself; and if you are agreeing to these Terms on behalf of someone else from whom you have legal authorization, you guarantee that the sample provided belongs to that person and you have legal authority to act on that person's behalf.

You guarantee that you do not represent an insurance company or another commercial entity and are not trying to obtain information about an insured person or an employee.

**4.4 What to do if you receive a positive test result.** If you receive a positive test result you will be contacted by the NHS test and trace service in England, or other official test and trace service operating in your location, and at all times you must comply with any Government, NHS or other public health body guidance based on the results of the products.

If the relevant Test and Trace service fails to contact you, you can contact them on 0300 013 5000

**4.5 Use of the Everything Genetic portal and Fasterchecks app.** Please note that use of the Everything Genetic online portal and/or the Fasterchecks app/webpage are subject to separate terms and conditions issued by Everything Genetic or Fasterchecks (as applicable), that the user will need to agree to in order to use the portal/Fasterchecks app. Bupa is not responsible or liable for the Everything Genetic portal, Fasterchecks app or Everything Genetic's or Fastercheck's acts or omissions in relation to the portal and/or app, including its contents, availability or your use thereof.

## **5. PROVIDING THE PRODUCTS**

**5.1 Delivery costs.** The costs of delivery are included in the purchase price. If you are ordering the product to be delivered to an address that is not your primary residential address, please ensure that you have the permission of the location of delivery (e.g. your hotel or holiday let). Products will be clearly labelled with the recipient's name and it is the responsibility of the recipient to ensure that the recipient address is aware of the product's arrival and make arrangements for the products to be stored safely until they can be safely given to the recipient.

**5.2 When we will provide the products.** During the order process we will let you know when we will provide the products to you.

**(a)** We will deliver the test kit to you as soon as reasonably possible and in any event within 5 working days after the day on which we accept your order.

**(b)** We estimate that we will be able to provide your PCR test results (if applicable) within 3 working days of receipt of your sample. For the Lateral Flow Test we estimate that that your Test Report Certificate will be provided within 6 hours of receipt of the photo of your test result strip (if applicable).

**5.3 We are not responsible for delays outside our control.** If our supply of the products 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.

**5.4 When you become responsible for the products.** The products will be your responsibility from the time we deliver the products to the address you gave us.

**5.5 When you own the products.** You own the products once we have received payment in full.

**5.6 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name, telephone number and email address. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**5.7 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

(a) deal with technical problems (including supply chain problems) or make minor technical changes; or

(b) update the product to reflect changes in relevant laws and regulatory requirements; or

(c) where this is reasonably required, for example (without limitation) due to the prioritisation of testing for front line workers.

## **6. YOUR RIGHTS TO END THE CONTRACT**

**6.1 Exercising your right to change your mind (Consumer Contracts Regulations 2013).** Except in the instances set out in Annex 1, you have 14 days after the day we email you to confirm we accept your order to cancel the order (the “14 day cooling off period”), you can do this by contacting us by telephoning 0345 600 3458 or by writing to us at covidservices@bupa.com or Bupa Health Clinics Customer Services, 4th Floor, Bupa Place, 102 The Quays, Salford Quays, M50 3SP. However, once we have completed the services you cannot change your mind, even if the period is still running.

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

(a) services, once these have been completed, even if the cancellation period is still running;

(b) the goods once these have been unwrapped and/or removed from the packaging as these have been sealed for health protection and hygiene purposes.

## **7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**7.1 Tell us you want to end the contract.** To end the contract with us, please email mycovidtest@bupa.com, call us on 0161 497 0661 or write to us at Bupa Health Clinics COVID Services Team, Bupa Health Centre 47 Station Road, Solihull B91 3RT

**7.4 How we will refund you.** We will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price. We have set out below at Annex 1 when you will be entitled to a refund and/or any charges that apply to your cancellation, depending on the product(s) you have purchased and/or when you cancel. Annex 1 does not limit your statutory or legal rights. In the event of any differences between these clauses and Annex 1, Annex 1 shall take precedence.

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

We may reduce your refund of the price to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop or because the products are not suitable for resale for hygiene or contamination risk reasons.

**7.6 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 your refund will be made within 14 days from the day on which we receive notice from you that you wish to exercise your right to change your mind.

## **8. OUR RIGHTS TO END THE CONTRACT**

**8.1 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:

(a) you breach any of the terms of this agreement; or

(b) 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.

**8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in Clause 8.1 we will 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.

**8.3 We may withdraw the products.** We may write to you to let you know that we are going to stop providing the products. We will let you know in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.

## **9. IF THERE IS A PROBLEM WITH THE PRODUCT**

**9.1 How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can email [mycovidtest@bupa.com](mailto:mycovidtest@bupa.com), call us on 0161 497 0661 or write to us at Bupa Health Clinics COVID Services Team, Bupa Health Centre 47 Station Road, Solihull B91 3RT

**9.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the details below for a summary of your key legal rights in relation to the products. 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, for example the test kit, 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.

If your product is **services**, for example the supply of the test results, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

If your product is **digital content**, for example the results of your test, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

In the event that your sample cannot be properly analysed (for example, if it has been damaged or delayed in the post) then we will either provide you with a further test kit so that we can repeat the analysis or refund the price that you have paid.

**9.3 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. Please call customer services on 0345 600 3458 or email us at [covidservices@bupa.com](mailto:covidservices@bupa.com).

## **10. PRICE AND PAYMENT**

**10.1 Where to find the price for the product.** The price of the products (which includes VAT) will be the price indicated on the order pages when you placed your order or discussed with you when you purchased the products over the phone. We take all reasonable care to ensure that the price of the products advised to you is correct. However please see Clause 10.3 for what happens if we discover an error in the price of the products you order.

**10.2 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 products, we will adjust the rate of VAT that you pay, unless you have already paid for the products in full before the change in the rate of VAT takes effect.

**10.3 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 products correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the products 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.

**10.4 When you must pay and how you must pay.** When and how you must pay will be indicated on the order pages when you placed your order.

**10.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**10.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## **11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**11.1 We are responsible to you for foreseeable loss and damage caused by us.** Subject to clause 4.1, 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.

**11.2 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 Clause 9.2 and for defective products under the Consumer Protection Act 1987

**11.3 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 re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**11.4 Monetary cap on our liability.** Subject to clause 11.2, we shall not be liable to you for any damages, costs or losses in excess of the cost of the Products paid by you to us.

**11.5 Digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**11.6 Products' compliance with English law.** The products and testing services are compliant with English law and regulations, and their supply and use are subject to English law. Bupa expressly disclaims any liability howsoever arising as a result of your use of the products and testing services in non-compliance with laws other than English law. You remain liable in the event that your use of the products results in any losses, damages, costs or other expenses under applicable law or regulation of non-UK jurisdiction to which you are subject. You are responsible for ensuring that your use of the products complies with any local requirements of your destination country and/or any country in which you intend to rely on the products (other than England).

## **12. HOW WE MAY USE YOUR PERSONAL INFORMATION**

**12.1 How we may use your personal information.** We recognise that when you give us personal information (which includes health information) you're trusting us to take good care of it. Please

see <https://everythinggeneticltd.co.uk/everything-genetic-and-bupa-joint-privacy-policy/> for more information about how we collect, use and protect your data in providing the products to you. If you don't want to receive marketing about Bupa products and services that we think are relevant to you, please email us at [optmeout@bupa.com](mailto:optmeout@bupa.com), write to us at Bupa Data Protection, Willow House, 4 Pine Trees, Chertsey Lane, Staines-upon-Thames TW18 3DZ, TW18 3DZ, or call our customer service team.

Everything Genetic are working with their trusted partner Fasterchecks who are also a data controller of the information you provide to them. Please familiarise yourself with their privacy notice when you use the Fasterchecks app.

### **12.2 Sharing of Personal Information with Public Bodies or Other Governmental**

**Organisations.** You acknowledge that we (and/or Everything Genetic) may be required to share your personal information with public bodies or other governmental organisations, such as Public Health England, Public Health Wales, Public Health Scotland or the Public Health Agency (Northern Ireland) (as applicable), for COVID-19 purposes (for example: the purposes of research, protecting public health and monitoring and managing the Covid-19 outbreak and incidents of exposure). You further acknowledge that this information may be used as part of the NHS test and trace service or other applicable official test and trace scheme in your location. If you do not wish for your information to be collected and shared in this manner, please do not proceed with your test.

**13. INTELLECTUAL PROPERTY.** You acknowledge that the content from the products available to you is protected by legal rights and interests including copyright and intellectual property rights owned by us, our partners and/or the sponsors who provide the content (or other people or companies on their behalf). We do not grant you permission to share any of the content unless explicitly indicated. You may not modify, lease, sell, distribute or create works based on the product content unless you have been told you can do so by us or by the content owners in a separate written contract or agreement.

You agree not to distribute, publish, duplicate, copy, create, modify, sell, distribute or share portions or all of the products, the use of the products or access to the products for any commercial purposes.

You agree not to remove, obscure or alter any proprietary rights notices including copyright and trademark notices that might be contained within the products.

Unless you have been authorised in writing by us, you agree not to use any trademarks, trade names or logos of any company or organisation through the products in a way that is intended to cause confusion about such marks, names or logos.

For any software, we grant you a personal, non-transferable right and license to use the code of its software on one computer. You cannot allow a third party to copy, modify, or create a derivative work through reverse engineering, or attempt to discover any code or transfer any right in the software unless it is permitted by law or unless you have been given written permission by us.

This license is allowed solely for allowing you to use and enjoy the products as allowed by this agreement. Unless we have given you specific written permission, you cannot assign your rights to use the software, grant a security interest over the software or transfer any part of your rights to use the software. You agree not to modify the software in any way or form or use modified versions of the software, including for obtaining prohibited access to the product. You agree not to access the



products through other means except through the interface provided by us. Any rights that are not granted here are reserved.

The products may provide links to third party content or websites. Such links are provided for your information only and Bupa is not responsible for, and cannot guarantee, the completeness, reliability or accuracy of information or other content on such third party content or websites or that such information is up to date. We have no control over the contents of this content or those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The inclusion of a link to third party content or a third party website should not be taken in itself to mean endorsement by Bupa of the content, website, the site owner, or any specific content to which it points. Bupa also cannot guarantee that any third party content, website or any service on that website will remain available.

Please also be aware that when you leave our website, other websites may have different privacy policies and terms which are beyond our control and of which you should make yourself aware.

#### **14. OTHER IMPORTANT TERMS**

**14.1 We may use sub-contractors or transfer this agreement to someone else.** We may use sub-contractors to provide all or part of the products. References to “we” or “us” in these terms shall include our sub-contractors. 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.** 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 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

**14.6 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. We will only conclude this contract in the English language.

## Annex 1

### Refunds / Charges

	Eligible for refund?	Eligible for refund?
	General PCR	General Lateral Flow Test
Refund requested within 14 day cooling off period, Test not processed by Everything Genetic. <b>Kit has not been shipped by Everything Genetic</b>	YES	YES
Refund requested within 14 day cooling off period, test has not been processed by Everything Genetic. <b>Kit has been shipped by Everything Genetic</b> Protective seal hasn't been opened by the user	Yes	Yes – once customer has returned the kit
Result not received within 48 hours of EGL receiving the sample	NO	N/A
Test kit is incomplete or damaged on delivery	YES - refund or replacement	YES - refund or replacement
I no longer need my test, past 14 day cooling off period	NO	NO
Royal Mail Delay or Lost Kit	YES – refund or replacement	YES– refund or replacement
Rejected Sample (Test Kit not faulty)	NO – A rejected sample will be due to the test not being completed correctly	N/A
Inconclusive Sample (Unclear result)	Another test kit will be dispatched automatically. Contact the customer services team if the test is no longer required.	Another test kit will be dispatched – please contact the customer services team
Void Sample (Unclear result)	Another test kit will be despatched automatically.	Another test kit will be dispatched – please contact the customer services team