

Coronafocus Test

1. Terms of Sale

1.1 In these Terms, we outline the supply of a Coronafocus Test. These Terms explain the Coronafocus Test provision and other important order information. Please read these Terms carefully before you submit your order.

1.2 Please find below definitions of important words/phrases:

Coronafocus Test: The extraction of coronavirus RNA and real-time polymerase chain reaction analysis of the RNA to detect active infection of Covid19 and next generation sequencing to identify the SARS-CoV-2 variant.

Coronafocus Test Kit: The package sent by Oncologica to the Customer by post/courier to include:

- (a) a sterile swab
- (b) a COVID Barcode-labelled tube containing coronavirus inactivation medium.
- (c) User Instructions; and
- (d) return stamped addressed envelope and UN3373 packaging

Coronafocus Test Result: The result produced by the Coronafocus Test which will be either positive, negative, or inconclusive.

Fee: The fee due for the Coronafocus Test

Oncologica Customer Registration Dashboard: The Oncologica online platform activated by you with a username and password sent to you via email by Oncologica.

Sample: The single swab of the throat and then nose into one pot of coronavirus inactivation viral transport medium.

User Instructions: The guidance on how to collect the Sample.

Working Day: Any day other than a Saturday, Sunday, or public holiday in England.

We/Us: Oncologica UK Limited of Suite 2, The Newnham Building, Chesterford Research Park, Chesterford, Cambridge, CB10 1XL.

You/The User: The customer who orders the Coronafocus Test Kit and completes and submits the order form and these Terms.

1.3 Words in the singular include the plural, and in the plural include the singular. Headings shall not affect the interpretation of these Terms.

2. **Consent**

- 2.1 You confirm that you are ordering the Coronafocus Test for yourself. You consent to collecting your own nasopharyngeal swab and confirm that you are willing and able to do so. You understand that the Coronafocus Test is to be used for screening purposes only as a convenient and confidential way of getting tested quickly for COVID-19 infection and detection and identification of the SARS-CoV-2 variant. The Coronafocus Test 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. You confirm that you have read and understood the purpose for which the Sample and Coronafocus Test collected will be used under these Terms.
- 2.2 You fully consent that if you have a positive Coronafocus Test result, your personal details, which may include your name, date of birth, gender, home address, telephone number, NHS number, occupation, place of work, ethnicity and the fact that you have tested positive for COVID 19 being communicated as a notifiable disease to the local health protection team by us, who are the designated laboratory performing the Coronafocus Test for you pursuant to the Health Protection (Notification) Regulations 2010. You understand that we will be unable to erase your Coronafocus Test Results, which are required as evidence of clinical practice.
- 2.3 In addition to the provisions of clause 2.2 above, you understand and agree that your personal data is processed in accordance with our Privacy Policy, available at www.oncologica.com/cookie-law-privacy-policy/. Copies are also available on request.
- 2.4 You fully consent to Oncologica using the Coronafocus Test Results on a completely anonymised basis for the purpose of research, analysis, internal quality control and as evidence of clinical practice.
- 2.5 Submission of your online order and payment will be acknowledged via email to you with a payment receipt, order number and customer dashboard registration instructions.
- 2.6 Coronafocus Test Kits and packaging may vary from images on our website which are for illustrative purposes only.

3. **Ordering the Coronafocus Test Kit**

3.1 These Terms govern the provision of the Coronafocus Test to the exclusion of all other terms and conditions, including terms implied by law, custom or practice to the maximum extent permitted by law. If you wish to order the Coronafocus Test, you must agree to these Terms and make payment of the Fee due. The Fee is exclusive of VAT. If there is a change in the law and you are required to pay any VAT we shall notify you accordingly.

3.2 If you wish to order more than one Coronafocus Test for different people, then you must ensure that each person agrees to these Terms of Sale and Consent. You must be at least 18 years old to order a Coronafocus Test. If you wish to order the Coronafocus Test for use by a person under the age of 18 years old, then a parent or guardian of the person under the age 18 years old must complete the order form and this Terms of Sale and Consent accordingly.

4. **Refunds and Cancellations**

- 4.1 The Coronafocus Test Kit is a product supplied by a health care professional and accordingly you have no statutory right to cancel your order. You must not resell the Coronafocus Test Kit.
- 4.2 The test kits are not suitable for return due to health protection or hygiene reasons, as per Article 28(3)(a) of the Consumer Contracts Regulations 2013 (“2013 Regs”)
- 4.3 Each Coronafocus Test Kit is identified by a unique barcode number and is further allocated on booking with a unique passenger locator code number due to government requirements for passenger locator forms. The kit is therefore exempt from refunds as per Article 28(3)(b).
- 4.4 Depending on the expiry date of the Coronafocus Test Kit, they may deteriorate or expire rapidly and therefore they are exempt from returns under Article 28(1)(c) of the 2013 Regs
- 4.5 We may cancel an order for the Coronafocus Test and refund you the Fee paid if we have insufficient stock, or we do not deliver to the delivery address you have provided to us.
- 4.6 If the Coronafocus Test Kit is incomplete or damaged on delivery, please contact us as soon as possible and we will either send you a replacement or refund the Fee paid.
- 4.7 We cannot guarantee that any third party, including any governmental healthcare program, will pay the Fee for the Coronafocus Test on your behalf or refund you for the Fee paid.
- 4.8 These options are discretionary, and we reserve the right to refuse requests and to fulfil your order as per the information provided when purchasing.

5. **Delivery of the Coronafocus Test**

- 5.1 We are required to comply with the UK Government rules on dispatch of the Coronafocus Test Kit. In particular, the earliest we can dispatch the Coronafocus Test Kit for day 2 testing is the day you arrive in the UK. If you have purchased a day 2 and day 8 Coronafocus Test Kit bundle, these will be dispatched together. If you have purchased a day 5 Test to Release test kit, this will be dispatched on day 4 to arrive on day 5. after you return to the UK. We use DPD to deliver Coronafocus test kits. To return your Coronafocus Test Kit, a Royal Mail tracked 24 envelope is provided. Alternatively, you may hand deliver your Coronafocus Test Kit to Oncologica or organise your own private courier. It is the customer’s responsibility to return the Coronafocus Test Kit to the Oncologica laboratory. However, you acknowledge and agree that Royal Mail 24-hour delivery does not guarantee that the Coronafocus Test Kit will be delivered within 24 hours of dispatch, and accordingly, we cannot make that promise to you. **We will have no liability if you receive the Coronafocus Test Kit after the date you expect and/or require, including for the avoidance of doubt, any liability to refund you for the Fee paid.**
- 5.2 All orders are dispatched in line with due dates under government rules. Orders placed before 12pm Monday to Friday, where possible, are dispatched same day for next day delivery via

DPD. If we are unable to ship to your address via DPD then we will dispatch using Royal Mail. These test kits are dispatched the same day for next Working Day delivery. Any orders placed after 12pm GMT Friday will be dispatched on the following day. If you are ordering before 11am GMT on a Saturday, your Coronafocus Test Kit will be dispatched the same day, where possible, for Sunday delivery. Orders placed after 11am GMT on Saturday will be dispatched the following Monday. Orders are not dispatched on Sundays or on Bank Holidays.

6. **Taking the Sample**

6.1 Do make sure you take the Sample as set out in the User Instructions. The individual who signs the Terms of Sale and Consent and is identified as the customer must be the individual who provides the Sample.

6.2 On the day that the Sample is taken, you must ensure you activate the Coronafocus Test Kit in the Oncologica Customer Registration Dashboard and input the date and time of sample taken prior to return to the lab.

6.3 Place the tube in the small box provided and put this box in the 24-hour tracked stamped addressed plastic envelope provided. Post the envelope in a specially selected Royal Mail priority post box which are located in every town or village. These are the normal Royal mail postal boxes on the streets and will have a priority label on them.

Visit <https://www.royalmail.com/services-near-you#/> or on the Royal Mail app. You can also drop the envelope back to our laboratory at the following address: Suite 2, The Newnham Building, Chesterford Research Park, Little Chesterford CB10 1XL, or arrange a courier to this address.

6.4 Royal Mail has recommended that the Coronafocus Test Kit must be posted on the day you take the Sample and no later than one hour before the last collection time stated on the Royal Mail priority post box. The Coronafocus Test Kit should only be posted back in the Royal Mail priority post box Monday to Friday. Do NOT take or post the test on a Bank Holiday, instead take, and post the Coronafocus Test Kit on the following day instead.

6.4 As set out above, please do note that Royal Mail 24-hour delivery does not guarantee that the Sample will be received by us within 24 hours of posting, and accordingly, we cannot make that promise to you. **We will have no liability for receipt of the Sample after the date you expect and/or require.**

7. **Coronafocus Test**

7.1 We shall use reasonable endeavours to carry out the Coronafocus Test and report the Coronafocus Test Results in the Oncologica Customer Registration Dashboard, within 12- 48 hours of Sample being booked into the laboratory, and time is not of the essence. Delivery dates for the Coronafocus Test Results are approximate only and we will not be held liable for any delay in delivery or receipt and for any losses arising if the test result is not provided to you within your required timescale, which may have been stipulated by third parties. Please note any such time frames are subject to privity of contract, between you and the third party, and to which we are therefore not bound.

7.2 Delivery dates for test results are approximate only and we will not be held liable for any delay in delivery, particularly in light of global shortages in raw materials and the unprecedented level of demand for our services in the current challenging circumstance, as well as subject to further terms in this agreement.

8. **Disclaimer**

8.1 The procedure for the Coronafocus Test employs a validated methodology in accordance with the performance criteria set by Public Health England. The assay that we use to perform the Coronafocus Test is highly sensitive and specific, with no known cross-reactivity. However, false-negative and false-positive results may occur due to, for example, improper Sample collection or degradation of the Sample, insufficient Sample collected, contaminated Sample, incorrect packaging of the Sample, laboratory assessment of Sample provided, laboratory process failure, or human error.

8.2 We will not refund all or part of the Fee if a Sample was not received by us or has not been taken in accordance with the User Instructions or has degraded for any reason including because of a delay in delivery or damage during delivery or the Sample has expired. If this happens, we will notify you accordingly, and you can purchase another Coronafocus Test.

8.3 If we are unable to analyse the Sample because of our own act or omission, we will notify you accordingly, and either send to you another Coronafocus Test or refund you the Fee paid.

8.4 A positive Coronafocus Test Result indicates a suspected COVID-19 infection, and in such circumstances, we recommend that you discuss with your healthcare provider the Coronafocus Test Result along with all other available clinical information, to determine the best treatment decisions or actions.

8.5 To the extent permitted by law, we are not liable for any use made by you of the information provided in the Coronafocus Test Result, any decisions taken, or for any costs incurred by you in consequence of such use.

8.6 The Coronafocus Test should be used as a convenient and confidential way of getting tested quickly for a COVID-19 infection. The Coronafocus Test 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.

8.7 We shall not be liable to you whether in contract, tort (including negligence and breach of statutory duty), or otherwise for any:

- (a) error or defect in the Coronafocus Test Result as a result of any inaccurate or incomplete information supplied by you;

- (b) loss of data or materials, including the Sample and/or the Coronafocus Test Result arising as a result of the acts or omissions of the postal or courier service, or any other delivery service used by you to send the Sample to us;
 - (c) indirect or consequential loss (including lost profits, loss of revenue or sales, loss of use, diminution of goodwill, business interruption or the like) arising whether or not Oncologica has been informed or advised of the possibility of such losses.
- 8.8 To the extent permitted by law our total liability to you in respect of all losses arising under or in connection with these Terms, whether in contract, tort, or otherwise, shall in no circumstances exceed the Fees paid for the single Coronafocus Test Kit that is the subject of the claim.
- 8.9 If at any time we are prevented or hindered from carrying out its obligations under these Terms for reasons beyond its control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or the workforce of 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, fire, flood, storm or default of suppliers or subcontractors, including shortage of supplies from suppliers required by us to perform the Coronafocus Test, we shall notify you accordingly and, our obligations under these Terms shall be suspended until the obligations can be performed.
- 8.10 Nothing in these Terms limits or excludes our liability for breach of our obligations under section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; death or personal injury resulting from negligence; or fraud or fraudulent misrepresentation. Your statutory rights as a consumer are unaffected.
- 9. **General**
- 9.1 We may amend these Terms at any time to ensure that we remain compliant with relevant laws and regulations and to ensure that we are constantly improving your experience in using our services. By continuing to order a Coronafocus Test after any changes are made, you accept those changes and will be bound by them.
- 9.2 You shall not be entitled to assign or otherwise deal with your rights or obligations under these Terms.
- 9.3 If any part of these Terms shall be found by any court of competent jurisdiction to be invalid or unenforceable but would be valid and enforceable if certain words were deleted or added, such provisions shall apply with such amendments as required to make them valid and enforceable. In any event, any invalidity or unenforceability shall not affect the other provisions of these Terms which shall remain in full.
- 9.4 These Terms shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the exclusive jurisdiction of the English Courts.