

TOGIP Ltd Clinic Terms and Conditions

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NL Clinic Peterborough

NL Clinic Isle of Wight

NL Clinic Bristol

NL Clinic Birmingham

1. THESE TERMS

1.1 These are the terms and conditions on which we provide services to you.

1.2 Please read these terms carefully before you use or make a booking for our services. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are TOGIP Limited, trading as NL Clinic Peterborough, NL Clinic Isle of Wight, NL Clinic Bristol ("We" "Us" or "the Clinics"), a company registered in England. Our company registration number is 07953655 and our registered office is at 494 Green Lanes, Palmers Green, London N13 4BS.

2.2. You can contact us by calling 0330 025 2028 or by writing to us at contacts@nlclinicpeterborough.co.uk.

2.3. 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 have provided to us.

2.4. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1. You can make a booking for our services via our website (www.nlclinicpeterborough.co.uk or www.nlclinicIOW.co.uk or www.nlclinicbristol.co.uk).

3.2. Our acceptance of your booking will take place when we email you to accept it (where you have made a booking online), or when the confirmation of your booking appears on the website, at which point a contract will come into existence between you and us.

3.3. If we are unable to accept your booking, we will inform you of this and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because of unavailability of any of our premises or staff or other resource.

3.4. Our website is solely for the promotion of our services in the UK. You must be in the UK in order to use our services. However, you may make bookings from outside the U.K. for delivery of the services in the U.K.

4. OUR SERVICES

4.1. We or our swab practitioners may provide any of the following services to you:

- 4.1.1. physical in-person testing support occurring from a site either controlled by us or a third party.
- 4.1.2. any other services advertised on our website, or at our premises.
- 4.1.3. Assistance to self-test such as blood tests and swabs.
- 4.1.4. Documentation of the results.

4.2. The services that we provide are described on our website. We reserve the right to change the description of the services from time to time and will publish any update to such services on our website.

4.3. The choice of service suitable for you is entirely at your discretion.

- We may not advise you on the type of test to take for your specific travel needs.
- The booking of the tests is solely your responsibility.

4.4. If we or the swab practitioner, in our or their sole discretion, ascertain that the services are not suitable for you, we or they will inform you of this. If you choose to continue, again that is at your discretion.

4.5. We may offer some services in conjunction with third parties in order to complete your service request. This can include pathology collection and testing services or referrals. Clause 15.4. will apply to all services not directly delivered by Us.

5. APPOINTMENTS

5.1. Testing will take place at a clinic, therapy rooms or in one of our stores in a face-to-face setting, or other premises such as a workplace or school.

5.2. An appointment will last approximately 10-15 minutes. If you are not at the clinic in your chosen premises at the time and date specified in your booking within 30 minutes, we may require you to rebook or we may require you to wait until the swab practitioner is available to complete the service and clause 13.2. may apply.

5.3. Our swab practitioner will use his or her reasonable efforts to be available for your test at the time and date specified in your booking. However, the swab practitioner may not be available up to 30 minutes after the time and date specified in your booking and such a delay will not give you any right to cancel the booking. If needed you can reschedule or be seen at the next available slot.

5.4. ID verification. We reserve the right to verify your identity during each appointment or the identity of an accompanying adult (when testing relates to a child). This can be done via photographic ID which must match with the details supplied by you when attending your appointment. We therefore recommend that passports or travel ID is brought with you for the appointment.

5.6. Test Certificate for travel

•5.6.1. We cannot guarantee that any test certificate will be accepted by the relevant authority or other addressee and we shall not be liable to you for any loss you suffer as a result of this. The validity of the testing required for your destination is solely your responsibility.

• We will however guarantee that the testing is undertaken by our UKAS accredited laboratory and as such we are authorised as a registered provider in the United Kingdom to provide such services.

5.7. Appointments at our clinic areas

• 5.7.1. This clause 5.7. will apply where you have opted for the test to take place at one of our premises with the sample collected by our swab practitioner.

- 5.7.2. The sample collection will take place in a private area.
- 5.7.3. The clinic area allows you to engage with a swab practitioner who will guide you through the

process.

- 5.7.5. We will not be liable to you for any injury or damage caused to you, any third party or any property by your failure to follow the instructions of the swab practitioner or your negligent or reckless use of the testing kits.

6. HOME TESTING KITS

6.1. We will not be liable for any loss or damage (including refunds) suffered by you due to:

- 6.1.1. Incorrect use of the kit or instructions.
- 6.1.2. Factors outside our control such as delays in the postal system, by couriers or by our partners.

6.2. There are no guarantees with any testing and there can be false negatives and therefore we cannot be held liable for the results or even that a result will be achieved. We will however use all our best endeavours to facilitate any required retesting.

6.3 In the case of no clear result we will offer a free re-test but no refunds are claimable.

6.4. If being used to travel, you must keep up to date with the latest travel regulations to your destination country, by visiting: <https://www.gov.uk/foreign-travel-advice>. You should also be aware of the destination country restrictions. Again, this will be your sole responsibility.

6.5. Whilst we may discuss travel regulations and timescales; we do this on a goodwill basis and will not be held liable for any damages or misinterpretation.

7. PROVIDING THE SERVICES

7.1. If you make a one-off booking or purchase for our services, we will provide the services to you at the time and date agreed with you during the booking process.

7.2. We are not responsible for delays outside our control. If the provision of the services is delayed by an event outside our or the swab practitioners control including test transportation, testing and issuing results, 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 if we are aware of such delays.

7.3. When using our services, we will require you to provide certain information about you via a form you will need to complete online, or at the clinic. This will create an account for you with us. This information you provide is necessary for us to be able to provide the services to you. That information includes, for example, your name, address, age and information relating to your health.

7.4. You are responsible for providing accurate information, including medical information, email address, which is complete, accurate and up to date. We will not be liable for any loss or damage that you or any third party may suffer as a result of your failure to provide complete, truthful, accurate and up to date information or your email system not working.

7.5. You understand and agree that any test certificates, are for your own personal use only and that you cannot transfer it to any other person.

8. OUR RIGHTS TO MAKE CHANGES

9.1. Minor changes to the services. We may change the services:

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

9.2. More significant changes to the services and these terms. We may decide to make more significant changes to the services that we provide, but if we do so we will notify you and you may then contact us to cancel the booking before the changes take effect and receive a refund for any services paid for but not yet received.

10. PRICE AND PAYMENT

10.1. The price of the services will be the price indicated on the order pages on our website if you made your booking online, or the price quoted at the clinic. The price of the services does not include the cost of any prescription medication. We take all reasonable care to ensure that the price of the services advised to you is correct. However please see clause 10.2. for what happens if we discover an error in the price of the services you book.

10.2. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the correct price of the services at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the correct price of the services at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking.

10.3. We accept payment by credit or debit card. We use Stripe as a payment processor. Your payment details will only be transferred to and processed by Stripe on their secure system in order to process your payment for our services.

11. YOUR RIGHTS TO END THE CONTRACT

11.1. If you cancel the booking for a reason set out at clause 11.1.1. to clause 11.1.3. below the contract will end immediately and we will refund you in full for any services which have not been provided. The reasons are:

- 11.1.1. we have told you about an error in the price or description of the services you have booked and you do not wish to proceed.
- 11.1.2. there is a risk that supply of the services may be significantly delayed because of events outside our control; or
- 11.1.3. you have a legal right to end the contract because of something we have done wrong.

11.2. You can cancel your booking or change your appointment date 3 days prior to your appointment. A cancellation fee will be charged at our discretion at a rate of £10 per person. If an alternative date is booked there is no fee. Within 3 days, if you cancel before the service is delivered, there will be a £25 per person cancellation fee which will be deducted from any refund.

12. HOW TO END THE BOOKING WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

12.1. To cancel the booking with us, please let us know by phone or email. Call us on 0330 025 2029 or email us at contact@nlclinicpeterborough.co.uk Please provide your name, details of the booking and, where available, your phone number and email address.

12.2. We will refund you the price you paid for the services by the method you used for payment. However, we may make deductions from the price, as described below.

12.3. 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 of your telling us you have changed your mind.

13. OUR RIGHTS TO CANCEL THE APPOINTMENT

13.1. We may cancel the appointment at any time by writing to you if:

- 13.1.1. you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.
- 13.1.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.
- 13.1.3. you do not, within a reasonable time and in any event within 30 minutes, attend, log in or make yourself available for your appointment at your chosen time in order for the services to be provided.
- 13.1.4. you behave towards us or our swab practitioner or staff in an inappropriate, abusive, violent, offensive, threatening or discriminatory manner.

13.2. If we cancel the appointment in the situations set out in clause 13.1. we will refund any money you have paid in advance for services 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 agreement. This cost is currently set at £10 per person.

14. IF THERE IS A PROBLEM WITH THE SERVICES

14.1. If you have any questions or complaints about the services, please contact us. You can telephone us on 0330 025 2029 or write to us at contact@nlclinicpeterborough.co.uk.

14.2. We are under a legal duty to provide services that are in conformity with this contract.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1. We are not responsible to you for unforeseeable loss and damage caused by us.

15.2. 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; or for breach of your legal rights in relation to the services.

15.3. We are not liable for personal or business losses. We only supply the services for domestic and private use. If you use the services for any third party, 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.

15.4. We will not be liable for any loss or damage suffered by you, any third party or any property arising out of or in connection with the acts or omissions of any third party, including in circumstances where you were referred to such third party by us or where such third party was recommended to you by us.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1. By agreeing to these terms and conditions you are agreeing to the sharing of personal information between us and the laboratories testing the samples.

- 16.1.1. to provide the services to you; and
- 16.1.2. to process your payment for the services.
- 16.1.3. to respond to your questions

16.2. Where you provide us with special types of personal information, including information relating to your health, we will only process such information in so far as it is necessary in order to provide you with a service or to comply with the law. We will not process this information for any other purpose, without your express consent.

16.3. We will only give your personal information to third parties if it is necessary to complete the service you have

requested from us, with your consent or where the law either requires or allows us to do so.

16.4. We will only retain your personal information for as long as is necessary to provide the services to you.

16.5. For more information on how we may process your personal data, please refer to our privacy policy on the website www.nlclinicpeterborough.co.uk. Please note, the privacy policy supersedes these terms and conditions if there is conflict.

17. OTHER IMPORTANT TERMS

17.1. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3. 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.

17.4. 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.

17.5. 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.

17.6. These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.