

COVID-19 PCR TRAVEL TESTING

TERMS OF SERVICE

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply the Latus Covid-19 PCR Test to Travel, Test to Release and Mandatory 2 Day and 2 & 8 Day test kits and testing services to you (together “products”). Latus Health & Covitests are approved suppliers 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 Latus Health Limited (“Latus”) a company registered in England and Wales. Our company registration number is 10559793 and our registered office is at Suite 1, The Riverside Building, Livingstone Road, Hessle, HU13 0DZ. Our VAT registration number is: 259527273.

2.2 How to contact us. You can contact us by telephoning 01482 633048 or by writing to us at fittofly@latushealth.co.uk or Latus Health, Old Heritage Garden Centre, Gibson Lane, Melton, HU14 3HH.

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 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. Please note that the Test to Travel can be purchased for use UK-wide. The Test to Release, Day 2 Test and Mandatory 2 & 8 Day Tests are available for use in England only. If you are purchasing the products from a location outside of the UK or are intending to use them outside of England and/or the UK (as applicable), we draw your attention to the limitations of liability under clause 11.7 of these terms.

3.4 Entire Agreement. These terms set out the full details and constitute the entirety of your agreement with Latus for the products. Upon payment to Latus 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 Latus web pages, Latus 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. Latus is not providing any advice or diagnoses as part of the products. Latus 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.

Latus is working with its trusted laboratory partners Salient Labs Ltd ("Salient Bio"), Everything Genetic Ltd ("Everything Genetic") and The Doctors Laboratory ("TDL") to provide the products. The testing is carried out by our partner laboratories. Latus, acting in its sole discretion, may appoint another provider of the products or replace these partners from time to time.

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

4.2 Usage of the goods for testing.

Test to Travel: you are responsible for checking the requirements of the country you are traveling to and for ensuring that you take the test on the correct day and within the timescales mandated by the destination country to allow the test sample to be processed and reported back to you in time for your departure. It is important that you carefully follow the guide for completing the test, not doing so might result in an unclear test result and it may not be possible to repeat the test within the appropriate timeframe. For further information about the country you are travelling to please visit:

<https://www.gov.uk/foreign-travel-advice>

Day 2 Test: this is a mandatory test for individuals travelling back from a country on the Government Green list. The test must be completed on or before the 2nd (second) full day following your return to England. For further information about this test and when to use it, please visit:

<https://www.gov.uk/guidance/testing-on-day-2-and-day-8-for-international-arrivals>

Test to Release (for unvaccinated individuals): this is a voluntary test to enable you to end your 10 day isolation early if you receive a negative test. In order to qualify for this test you must have received a negative test on your mandatory day 2 test and you must take the test on the 5th (fifth) full day following your return to England after travelling overseas. For further information about this test and when to use it, visit:

<https://www.gov.uk/guidance/coronavirus-covid-19-test-to-release-for-international-travel>

Days 2 & 8 Tests (for unvaccinated individuals): you must take one test on or before the 2nd (second) full day following your return to England and you must take one test on the 8th (eighth) full day following your return to England. For further information about these tests and when to use them, please visit: <https://www.gov.uk/guidance/testing-on-day-2-and-day-8-for-international-arrivals>

For all tests, you are responsible for ensuring that you use the products at the right time and with sufficient time to test the sample and provide you with your result.

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.

4.3 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 in the UK, and at all times 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

5. PROVIDING THE SERVICE

5.1 When we will provide the result.

Express Fit To Fly. We will be able to provide your test results within the next day after taking your sample.

Fit To Fly, Test To Release and Da2 & 8 packages. We will be able to provide your test results within 48 hours.

5.2 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.

5.3 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 and to meet our requirements as an approved Government supplier of COVID-19 testing for travel. This information may include , your name, telephone number, email address, passport number, travel details and all other relevant information required by us to meet the Government's reporting requirements for international arrivals. 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.

5.4 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). 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 01482 633048 or by writing to us at fittofly@latushealth.co.uk or Latus Health, Old Heritage Garden Centre, Gibson Lane, Melton, HU14 3HH. 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 fittofly@latushealth.co.uk, call us on 01482 633048 or write to us at Latus Health, Old Heritage Garden Centre, Gibson Lane, Melton, HU14 3HH.

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.

7.5 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 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 service. 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 SERVICE

9.1 How to tell us about problems. If you have any questions or complaints about the service, please contact us. Please email fittofly@latushealth.co.uk, call us on 01482 633048 or write to us at Latus Health, Old Heritage Garden Centre, Gibson Lane, Melton, HU14 3HH.

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 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.

10. PRICE AND PAYMENT

10.1 Where to find the price for the product and service. 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 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.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1 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.

11.2 Monetary cap on our liability. 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.

11.3 We are not liable for travel cancellation costs. Time is not of the essence in this contract and Latus does not accept any responsibility or liability for losses arising as a result of any delay, if the test result is not provided to you within your required timescale as may be set by you or any third party. Without prejudice to the generality of the foregoing, we will have no liability to you for any damages, costs or losses if you use the products to evidence fitness to travel, including (but not limited to) any costs associated with cancelling or rescheduling travel or accommodation.

11.4 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. Latus 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 [joint privacy policy](#) for more information about how we collect, use and protect your data in providing the products to you.

12.2 Sharing of Personal Information with Public Bodies or Other Governmental Organisations. You acknowledge that we (and/or our laboratory partners) 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?	Eligible for refund?
	Test to Travel	Test to Release (Day 5)	Days 2 & 8
Refund requested within 14 day cooling off period, Kit has not been administered.	YES	YES	NO per Government Guidelines
Result not received within next day of lab receiving the sample	YES	YES	NO
I no longer need my test, past 14 day cooling off period	YES – Subject to £10 administration fee	YES – Subject to £10 administration fee	NO
Void or Inconclusive Sample (Unclear result)	YES – Subject to 30% processing fee.	YES – Subject to 30% processing fee.	NO - Another test will be arranged.
Cancelled Flight	YES – Subject to £10 administration fee	YES – Subject to £10 administration fee	NO - test can be transferred to alternative travel date