

SOURCE BIOSCIENCE'S TERMS AND CONDITIONS FOR COVID-19 TESTING SERVICES
(CONSUMERS AND BUSINESSES)

Confirmation statement

By placing an Order for the Services, you confirm your agreement to these terms and conditions and you hereby represent and warrant that the following statements are true and accurate:

- you are 18 years old or more (in the case of consumers);
- you have the right, authority and capacity to accept and agree to these terms and conditions;
- you are using this Service on your own behalf and of your own free will and any advice is for your sole use;
- you will not use this Service if you need help filling out any forms, reading or understanding the Service;
- you fully understand all of these terms and the information you will be providing. If you are unsure about anything, you will contact Source BioScience for further information;
- you agree that all information that you have or will provide to us is accurate, complete and not misleading;
- you understand that your test results will be shared with Public Health England and other research bodies gathering data in relation to Covid-19; and
- you have read, understood and agree to the latest terms and conditions and privacy policy (acknowledging that your personal data (including special category data) will be stored by authorised third parties).

Our disclaimers

PLEASE READ THE FOLLOWING DISCLAIMERS CAREFULLY. BY PLACING AN ORDER WITH US FOR THE TESTING SERVICES, YOU HEREBY ACKNOWLEDGE AND ACCEPT THE FOLLOWING DISCLAIMERS IN FULL AND WITHOUT AMENDMENT.

- (A) Please note that this test is for information purposes only and is never a substitute for seeking the advice of a doctor or other medical professional, particularly if you have any symptoms. We provide you with your test results and do not provide you with any comments on how to interpret your results. Please discuss with an appropriate health professional if a test is right for you. Swab tests must never be relied upon to provide a diagnosis or start treatment without the advice of a doctor or other medical professional. Whilst we may provide you with some general information regarding Covid-19 after your appointment, it is your responsibility to follow up any of your test results with an appropriate health professional. For further information, please consult the Government and NHS guidance in relation to Covid-19.
- (B) You are responsible for self-administering the Covid-19 test in a manner that is consistent with the enclosed instructions. However, if you self-administer the Covid-19 test in contravention of the enclosed instructions or if you fail return the completed within the instructed timeframe, we may not be able to provide you with the test results.

- (C) A copy of your test result certificate will be sent to the email address you submitted as part of the Order process once the Services have been performed.
- (D) The Covid-19 test does not provide a definitive result and can provide false results (false negatives, false positives). This can be due to for example an inaccurate or contaminated sample. We therefore do not accept liability for the test results, the accuracy of the test results and any actions taken or not taken as a result of the test results.
- (E) Due to the nature of the test being performed, we do not guarantee or warrant the accuracy of the Covid-19 test we offer and we refer you to Public Health England for further information regarding accuracy.
- (F) A negative result does not constitute any of the following:
 - (i) permission to no longer abide by all laws, regulations and guidance in relation to Covid-19;
 - (ii) a licence to go to work;
 - (iii) a licence to go on holiday; and
 - (iv) any other action which involves social interaction.
- (G) We, our directors, staff and agents do not accept any responsibility or liability for any defects or error in tests and consequences of any such error, which are as a result of omissions and inaccuracies in the information or test sample provided by the Customer.

These Conditions are intended to apply to both consumer and business transactions. Certain rights and obligations are applicable to only consumer / business sales and as such these provisions will be marked accordingly. If you are unsure whether a contractual provision applies to your Order, please contact us for further information.

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions

Applicable Laws	all applicable laws, statutes, regulation and codes from time to time in force.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Charges	the charges, as set out in the Charges Table, payable by the Customer for the supply of the Services in accordance with clause 6.
Commencement Date	has the meaning given in clause 2.2.

Conditions	these terms and conditions as amended from time to time in accordance with clause 16.5.
Contract	the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures	as defined in the Data Protection Legislation.
Customer	the person or firm who purchases Services from the Supplier (also “you”).
Customer Default	has the meaning set out in clause 5.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's online order placed via http://Coviduktest.sourcebioscience.com .

Services	the provision of a Covid-19 self-administered testing kits (as detailed on our website https://coviduk.sourcebioscience.com/) and the associated laboratory testing undertaken by us.
Supplier	Source BioScience Limited registered in England and Wales with company number 00079136 and our registered office is at 1 Orchard Place, Nottingham Business, Nottingham, Nottinghamshire, NG8 6PX (also “ we ”, “ us ” and “ our ”).
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
VAT	value added tax chargeable in the UK or elsewhere.

1.2 Interpretation

- 1.2.1 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.2 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3 A reference to **writing** or **written** includes email.

2 Our contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier sends the Customer an email accepting the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 Supply of Services

- 3.1 The Supplier shall supply the Services to the Customer as follows:

- 3.1.1 a Covid-19 test kit will be dispatched by tracked next day post to the delivery address provided by the Customer during the Order submission process;
 - 3.1.2 the Customer will complete the Covid-19 test kit in accordance with the instructions enclosed;
 - 3.1.3 the Customer will then post or arrange for collection of the completed Covid-19 test kit, in accordance with the enclosed instructions, using the free post label provided to the Supplier for laboratory testing; and
 - 3.1.4 upon completion of the laboratory testing, the Customer will receive a test result certificate by email to the address supplied in the Order confirming their results.
- 3.2 By returning the completed Covid-19 testing kit to us, you are providing your consent to undergo the related test.
- 3.3 All Services are subject to availability. In the event that you place an Order for Services which are unavailable for despatch within two weeks, a refund will be issued for any paid Charges upon your submission of a cancellation notice.
- 3.4 Delivery dates advised by the Supplier as part of the Order process are approximate and the Supplier will not be liable for any loss or damage due to its failure to meet scheduled delivery dates or for failure to give notice of delay. Time for delivery shall not be of the essence.
- 3.5 Our website is solely for the promotion and purchase of our Services in the UK. Orders received from outside the UK will not be accepted.
- 3.6 The Supplier reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.7 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.8 If you want to make a change to your Order please contact us by email (Covid@sourcebioscience.com). We will let you know if the change is possible. If it is possible we will let you know and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to cancel your Order.

4 Your obligations

- 4.1 The Customer shall:
- 4.1.1 ensure that the information supplied in the Order is complete and accurate;
 - 4.1.2 read all information and instructions enclosed with the Covid-19 testing kit;

- 4.1.3 return the Covid-19 testing kit after self-administration using the free post label included or arranging for collection of the Covid-19 testing kit;
 - 4.1.4 co-operate with the Supplier in all matters relating to the Services; and
 - 4.1.5 provide the Supplier with such information as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
- 4.2 The Supplier shall require certain information from the Customer so that they can supply the Services, for example the Customer's, name, date of birth, postal address, email address, telephone / mobile number, gender, ethnicity and payment details. This requirement will have been stated during the Order process. If the Customer does not provide this information, the Supplier will not be able to confirm the Order and will not be responsible or liable.

5 Suspend the Services

- 5.1 The Supplier may have to suspend the supply of the Services to:
- 5.1.1 deal with technical problems or make minor technical changes; or
 - 5.1.2 update the Services to reflect changes in relevant laws and regulatory requirements.
- 5.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 5.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 5.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 4; and
 - 5.2.3 **if the Customer is a business**, the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 5.3 If the Customer does not pay the Charges when due, the Supplier may cancel the Order and suspend supply of the Services until payment of the outstanding Charges has been made.
- 5.4 **If the Customer is a business**. Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services under the Contract or any other contract between the Customer and the Supplier if:

- 5.4.1 the Customer becomes subject to any of the events listed in clause 13.1, or the Supplier reasonably believes that the Customer is about to become subject to any of them; and
- 5.4.2 the Supplier reasonably believes that the Customer is about to become subject to any of the events listed in clause 13.1.
- 5.5 In any event, the Supplier will inform the Customer in advance should they suspend the supply of the Services in accordance with clause 5, unless the problem is urgent or an emergency.
- 5.6 **If the Customer is a consumer.** We will provide the Customer with at least two weeks' notice in advance of our stopping the supply of the Services and we will refund any sums you have paid in advance for the Services which will not be provided.
- 5.7 **If the Customer is a consumer,** the Customer may contact us to cancel your Order if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance of the Services being performed.

6 Charges and payment

- 6.1 The Charges for the Services are set out on our website.
- 6.2 The price of the Services (which are VAT exempt and inclusive of delivery charges) will be the price indicated on the order pages when you place your Order. We take all reasonable care to ensure that the price of the Service advised to you is correct.
- 6.3 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 order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's 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.
- 6.4 The Customer will be required to pay for the Services, in advance, during the Order process.
- 6.5 By providing a credit card or other payment method accepted by us, you represent and warrant that you are authorised to use the designated payment method and that you authorise us (or our third-party payment processor) to charge your payment method for the total amount of your Order. If the payment method you provide cannot be verified, is invalid, or is otherwise not acceptable, your Order may be suspended or cancelled until you are able to resolve the payment issue.
- 6.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7 Intellectual property rights

All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

8 Data protection

8.1 **If the Customer is a business.** The parties shall comply with their data protection obligations as set out in Schedule 1.

8.2 **If the Customer is a Consumer.** The following terms shall apply:

8.2.1 We will only use your personal information as set out in our <https://coviduktest.sourcebioscience.com/Files/SBS-GDPR-Privacy-Policy.pdf>. The use of the Services provides health-related information (the **Covid-19 test results**) and constitutes “special-category” for the purposes of data protection laws.

8.2.2 When placing an Order, you will be provided with a copy of our Privacy Policy and will be required to provide your express consent (via an online tick box) for us to process your personal information in performing the Services (including the result of any Covid-19 test).

8.2.3 Each person for whom the Services are being provided will be required to confirm that they have understood our Privacy Policy and have provided us with their express consent to processing their personal information relating to the Services, in accordance with our Privacy Policy.

9 If the Customer is a consumer: Our responsibility for loss or damage suffered by you

9.1 We are responsible to you for foreseeable loss and damage caused by us. 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 Order process.

9.2 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 including the right to receive Services which are: as described and match information we provided to you; of satisfactory quality and supplied with reasonable skill and care.

10 If the Customer is a business: the Supplier's Limitation of liability

- 10.1 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 10.3 Nothing in this clause 10 shall limit the Customer's payment obligations under the Contract.
- 10.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 10.4.1 death or personal injury caused by negligence;
 - 10.4.2 fraud or fraudulent misrepresentation; and
 - 10.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 10.5 Subject to clause 10.2, and clause 10.4, the Supplier's total liability to the Customer shall be limited to the Charges received from the Customer.
- 10.6 Subject clause 10.2, clause 10.3 and clause 10.4, this clause 10.6 sets out the types of loss that are wholly excluded:
- 10.6.1 loss of profits.
 - 10.6.2 loss of sales or business.
 - 10.6.3 loss of agreements or contracts.
 - 10.6.4 loss of anticipated savings.
 - 10.6.5 loss of use or corruption of software, data or information.
 - 10.6.6 loss of or damage to goodwill; and
 - 10.6.7 indirect or consequential loss.
- 10.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months' from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 10.8 This clause 10 shall survive termination of the Contract.

11 If the Customer is a consumer: Termination by the Customer

11.1 The Customer's rights as to when you end your contract will depend on whether there is anything wrong with the contract, how we are performing the Services and when you decide to end the contract:

11.1.1 if you want to end the contract because of something we have done or have told you we are going to do, see clause 11.2;

11.1.2 if you have just changed your mind about the Service, see clause 11.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

11.1.3 in all other cases (if we are not at fault and there is no right to change your mind), see clause 11.6.

11.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at 11.2.1 to 11.2.5 below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

11.2.1 we have told you about an upcoming change to the Service or these terms which you do not agree to;

11.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;

11.2.3 there is a risk that supply of the Services may be significantly delayed because of events outside our control;

11.2.4 we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 7 days; or

11.2.5 you have a legal right to end the contract because of something we have done wrong.

11.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days of entering into the contract and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

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

11.4.1 Services, once these have been completed, even if the cancellation period is still running; and

11.4.2 if the Covid-19 test kit, that is sealed for health protection or hygiene purposes, is unsealed but you decide not to proceed with the test.

- 11.5 **How long do I have to change my mind?** You have 14 days after the day we email you to confirm that we accept your Order. However, please note that once we have completed the Services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind (this amount will be determined on a case by case basis, solely at our discretion).
- 11.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, please just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund or, if you have not made an advance payment, charge you reasonable compensation for the net costs we will incur as a result of your ending the contract.
- 11.7 To end the contract with us, please let us know by doing one of the following:
- 11.7.1 **Phone or email.** Call customer services on +44 (0) 115 973 9012 or email us at Covid@sourcebioscience.com. Please provide your name, home address, order number, details of the order and, where available, your phone number and email address.
- 11.7.2 **Online.** <http://Coviduktest.sourcebioscience.com>.
- 11.8 We will make any refunds due to you as soon as possible. The refund will be made to the original payment card used by the Customer. If you are exercising your right to change your mind then your refund will be made within 30 days of you telling us you have changed your mind.

12 If the Customer is a business: Termination by the Customer

- 12.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the other party if:
- 12.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
- 12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13 Termination by the Supplier

- 13.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 13.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;
 - 13.1.2 does 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 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 13.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 13.1.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
 - 13.1.6 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract.
- 13.2 **If the Customer is a consumer.** In the event that the Supplier terminates the Contract in accordance with clause 13.1.2 or 13.1.6, 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 contract (the charge will be determined on a case by case basis and entirely at our discretion). The refund will be made to the original payment card used by the Customer.

14 Consequences of termination

- 14.1 **If the Customer is a business.** On termination of the Contract, the Customer shall immediately pay to the Supplier all outstanding Charges in relation to all confirmed Orders.
- 14.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 14.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

15 If the Customer is a consumer: Summary of your legal rights

- 15.1 See the below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.
- 15.2 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.
- 15.3 If your product is services, for example Covid-19 testing services, the Consumer Rights Act 2015 says:
- 15.3.1 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 repeat the services.
 - 15.3.2 If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - 15.3.3 If you haven't agreed a time beforehand, it must be carried out within a reasonable time.
- 15.4 See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

16 General

- 16.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 16.2 **Assignment and other dealings**
- 16.2.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

16.2.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

16.3 If the Customer is a business: Confidentiality

16.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs or suppliers of the other party, except as permitted by clause 16.3.2.

16.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 16.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

16.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

16.4 Entire agreement

16.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

16.5 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further

exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. If any provision or part-provision of this Contract deleted under this clause 16.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16.8 **Third party rights**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

16.9 **If the Customer is a business: Governing Law and Jurisdiction**

16.9.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

16.9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

16.10 **If the Customer is a consumer: Governing Law and Jurisdiction**

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.

SCHEDULE 1

Data Protection

- 1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 3 Without prejudice to the generality of paragraph 2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 4 Without prejudice to the generality of paragraph 2, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - 4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on the laws of a member of the European Union or European Union Law as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
 - 4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - 4.5 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 4.6 the data subject has enforceable rights and effective legal remedies;
 - 4.7 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - 4.8 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

- 4.9 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 4.10 notify the Customer without undue delay on becoming aware of a personal data breach;
- 4.11 at the written direction of the Customer, delete or return personal data and copies to the Customer on termination or expiry of the agreement unless required by Applicable Law to store the personal data; and
- 4.12 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 5 The Supplier does not appoint any third party data sub-processor.
- 6 The Customer consents to the Supplier sharing all personal data with Public Health England and any other executive agency that is tasked with collating Covid-19 test data from test providers in the UK.
- 7 Either party may, at any time on not less than 30 days' notice, revise this Schedule 1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 8 The Customer shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any information and/or personal data provided by the Customer.

Schedule of Data Processing

<p>Scope and nature of processing by the Supplier</p>	<p>We process your personal data to enable us to provide you with the Services. This occurs during the following three stages:</p> <p>1) the Order process; and</p> <p>3) sharing your personal data to Public Health England.</p> <p>Your personal data is only processed so far as necessary for us to comply with our obligations in performing the Services. Duration of the processing.</p> <p>We shall only process your personal data during the term of this agreement, following which we shall delete, anonymise or aggregate your personal data (to the extent that it shall not be capable of identifying any individual data subject).</p>
<p>Types of personal data</p>	<p>For '<i>PCR Tests</i>' we shall only process the following types of personal data:</p> <p>1) Name (forename and surname)</p>

	<p>2) Date of birth</p> <p>3) Gender</p> <p>4) Residential address</p> <p>5) Email address</p> <p>6) Telephone / mobile number</p> <p>7) The Customer's organisation name, registered office and contact details.</p> <p>We shall only process the following types of special category data:</p> <p>1) Ethnicity</p> <p>2) Health data (including Covid-19 test results)</p> <p>For '<i>Test to Release</i>' tests, in addition to the above list we also process the following types of personal data:</p> <ul style="list-style-type: none"> • NHS number; • Isolation address (if different to the residential address above); • The date of their arrival in the United Kingdom; • Their coach number, flight number or vessel name (as appropriate); • The date on which they last departed from or transited through a non-exempt country or territory, or a non-exempt region of a country or territory (a destination not on the travel corridors list); • The country or territory they were travelling from when they arrived in the UK, and any country or territory through as part of that journey; and • Passport number or ID card reference.
<p>Categories of data subject</p>	<p>Employees of the Customer.</p>