

## **Terms and Conditions**

**Section 1** – STI & Health testing home kits

**Section 2** – Test4 (Unneed2Know) Obligations

**Section 3** – Cancellations, Returns and Refunds

**Section 4** – Liability

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Please read these terms and conditions carefully before you submit your order to us.

At the time of purchase, you are entering a contractual agreement with Test4 Limited, trading as Test4 (Unneed2Know). Once you have placed your order and you receive an order confirmation, then at this point a contract will come into existence between you and us.

### **Section 1** STI & Health testing home kits

- A. We will assign a unique pin ID to your purchase; you will be given this when you place your order. It is important you keep a record of your unique pin ID, as you will need this if you contact us.
- B. We provide you with an instruction booklet within your sample kit, it is important that you read these instructions carefully, to ensure a smooth process with collecting your sample. The instruction booklet also provides information on how to return your sample to us for analysis, please follow these instructions to ensure we receive your sample correctly packaged.
- C. **Sample Delivery:** Samples should be sent to the laboratory testing address on the **same day** as the sample collection in the packaging provided. Where a return envelope is provided, it is the responsibility of the patient to ensure that the sample is posted in time to reach the laboratory with enough time for analysis to complete. This is not a guarantee of that service and it is provided in line with the subcontractors Terms and Conditions e.g. Royal Mail Tracked 24.

Test4 (Unneed2Know) are not liable for Royal Mail collection timings and any delays in us receiving your test sample once it has been posted into the Royal Mail network. We offer the complimentary Royal Mail return envelope as part of the product you have purchased, however it is your responsibility to check the collection times on the Royal Mailboxes, as sometimes these can vary due to location and day of the week, not including weekends. You must ensure you follow the instructions provided within your test kit, to ensure we receive the sample in a timely manner.

- D. **It is the responsibility of the buyer, when purchasing a test to follow ALL required instructions:**
  - I. Relating to taking the sample,
  - II. Packaging and shipping of the sample,
  - III. Setting up a user account
  - IV. Keeping a record of your unique ID number

This is paramount to us being able to report the results to the correct person. If incorrect details are provided to us, we will be unable to report results.

All details relating to Customer information must be entered correctly. Test4 (Unneed2Know) cannot be held responsible for any errors on information submitted and any delays resulting from failure to follow instructions or provide correct information at the time of booking / Purchase.

- E. **Delivery** It is your obligation as the customer to ensure your shipping details provided are correct before placing your order. Delivery is included in the price at the time of purchase. If you provide incorrect shipping details, delivery fails due to no contact with yourself, or the courier is unable to gain access to the address, then the product will be returned to us. If this happens then you must pay a delivery fee of £15.00 for us to re-

deliver your test kit. It is your responsibility to ensure you provide us with the correct details at the time of purchase. Test4 (Unneed2Know) are not liable for any delays in you receiving your order late for the following reasons, 1) if the courier and Test4 (Unneed2Know) Ltd are unable to contact you regarding delivery of your order. 2) If you provide the wrong delivery address when you place your order. 3) If the courier is unable to make delivery due to not being able to gain access.

## You are protected by the consumer rights law when you buy home test kits from Test4 (Unneed2Know)

### Section 2 - Test4 (Unneed2Know) Obligations:

- F. Sample Kit Delivery We dispatch with our nominated service provider DPD Local using their standard Next Day service option, where possible. When placing your order before 2pm on a weekday we will endeavour to dispatch the same day. Channel Islands, Isle of Man, Northern Ireland, Scilly Islands and the Scottish Highlands and Islands are a two-day delivery as standard.

Please visit [https://www.dpdlocal.co.uk/content/products\\_services/uk\\_delivery\\_services.jsp](https://www.dpdlocal.co.uk/content/products_services/uk_delivery_services.jsp) and take this into consideration when placing your order. This service we select is not a guarantee that you will receive your order the day after purchase. Every precaution and prior planning for your purchase should be considered. (We do not dispatch for delivery on weekends, and we do not dispatch any orders on a weekend or Bank Holidays. Please take this into consideration when placing your order) Once the self-test is in production, we have encountered costs, that if the order is cancelled, we would need to claim back costs from any eligible refund offered.

- G. Testing Test4 (Unneed2Know) and its contractors will make every reasonable endeavour to analyse your samples and to provide you with a results report. However, if you have not undertaken the sample or completed the setup of your secure account in accordance with the User Instructions, or have failed to complete the website form correctly at the point of purchase, we may not be able to process your sample or provide a result report; should this occur, we may provide you with a new test kit at the cost of the initial quoted price per sample kit, at our own discretion.

In this circumstance any money already paid will not be refunded. It may not be possible to analyse the sample provided due to several factors including, but not limited to, insufficient sample collected, contaminated sample, incorrect packaging of the sample, laboratory assessment of sample provided, laboratory process failure, human error. In any of these circumstances – Test4 (Unneed2Know) will not be held liable for any loss or costs associated with a re-test. Any Invalid results from a home test kit are the responsibility of the user, Test4 (Unneed2Know) are not liable for these outcomes and we would not replace the product in these circumstances. The user will be required to make a purchase for a replacement product.

- H. Results Delivery - Following **receipt of your sample at the laboratory**, we aim to provide your results within a turnaround time of 3 days. We may deliver your results earlier than the time indicated within this document. Delivery dates for test results are approximate only and Test4 (Unneed2Know) will not be held liable for any delay in delivery. Your tests will be performed in a suitably accredited laboratory to ISO15189 or similar.

If at any time Test4 (Unneed2Know) is prevented or hindered from carrying out its obligations under this Agreement for reasons beyond its control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Test4 (Unneed2Know) or 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, human error, fire, flood, storm or default of suppliers or subcontractors, including shortage of supplies from suppliers required by Test4 (Unneed2Know) to perform the tests, it shall notify the Customer accordingly where possible as part of Test4 (Unneed2Know)'s obligations set out in Clauses within these terms and conditions, Test4 (Unneed2Know)'s obligations under this Agreement shall be suspended until the obligations can be performed.

### **Section 3 - Returns and Refunds:**

#### **1. Test4 (Unneed2Know) will only offer a refund for testing services on the following parameters:**

- a. There is a 14-day period from the date you place your order in which you can change your mind, and you may cancel your order to obtain a full refund. This does not apply if we have already started to provide our services before the 14-day period ends, in which case, any services already carried out will not be eligible for refund and we reserve the right to deduct compensation to cover costs already incurred. We will inform you of your eligibility once we receive the order cancellation and the relevant party dealing with your request within the Returns department.
- b. You then have 14 days to return the screening kit to us from the date of cancellation (if applicable). The screening kit must be returned unopened and undamaged to receive a refund.

#### **Ineligible reason for return or refund**

**Due to the expiry dates on the sample kits** - we are unable to offer a refund after the 14 days have lapsed since you have received your sample kit. We are unable to put the sample kit back into circulation due to the deterioration of the sample fluid inside the vial.

**Due to a Health and Safety conflict** - if we receive opened sample kits, this exposes the kit to elements outside of our control and then prevents the sample kit being put back into circulation. If they are returned and received by us, we will destroy without hesitation.

**Due to receiving a result which is inconclusive/insufficient** – receiving this type of result means the sample provided has not returned a result that is clearly positive or negative, for example this may be because the test was unable to complete due to insufficient quantity of sample. Therefore there is no automatic right for free product replacement as the result has already been presented by the laboratory incurring a service fee.

- c. When returning your screening kit you must pay for the postage to return the kit back to our head office, as we cannot accept any returns in which we have been charged the delivery cost.
- d. There are limited criteria where a return will be accepted, and refund requests are dealt with on a case by case basis and are not always awarded. A decision is based on whether your reason for cancelling your order and the accepted criteria mentioned in the Terms and Conditions. If the reason for a refund request falls outside of this, please note that the request will be declined.
- e. **We have limited criteria in which we would accept a cancellation for an order**  
**Accepted Criteria** – When Test4 (Unneed2Know) have not fulfilled the obligations set out in these terms. This does not include any delivery delays outside of our control or points referenced in Section 4 of this document.
- f. Upon purchase you are agreeing to the full terms and conditions. Once your order is accepted and you receive your order confirmation email, you are accepting the terms as expressed at the time and agreeing that the terms can change.
- g. If you need to change your booking/appointment with the clinician, then you must give us 48 hours' notice before your scheduled appointment. If you fail to attend your appointment and do not notify us within 48 hours before your appointment time, then you will be charged for your missed appointment. If you cancel your appointment, then you have 14 days to re-arrange and book another appointment time. If you fail to book another appointment after 14 days of cancellation, then you will have to place another order.
- h. **Cancellations** should be notified to Test4 (Unneed2Know) within 14 days of order by contacting us. The complete test kit and contents is returned unopened to our head office below including information of your unique ID



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**Test4 (Unneed2Know) - Returns Dept, Unit 17 Middlewood's Way, Carlton, Barnsley, South Yorkshire, S71 3HR**

You must return it at your cost to the above address. Please make sure you record any shipping details if using registered post or courier (recommended).

Once the kit has been received and checked / sanitised and returned to stock, your refund will be processed. If the kit has been used or there is damage to the contents, then no refund will be given.

An admin re-stock fee of £15 will be charged per sample kit and this will be deducted from your refund amount due, if applicable, per test kit if you fail to return your test kit back in a reasonable time after cancellation. We advise that returns should be received within 14 days of cancelling your order or from the date of receipt. This is at the discretion of Test4 (Unneed2Know) due to the shelf life of the product and the product type. Test4 (Unneed2Know) reserve the right to claim compensation for the product being held by the customer longer than is necessary once cancelling the order, rendering the product not fit for resale due to the expiry date preventing the products ability to be put back into circulation.

Please note that unfortunately, it can take up to 10 working days or more to receive your refund once the kit has been returned to stock. Please do not contact us to chase a refund unless 21 days have passed since you sent the kit back to us. Please ensure you use your Order number in any correspondence.

**Section 4 - Liability:**

Nothing in these terms or conditions excludes the liability of Test4 (Unneed2Know) as follows: -

- 1) for death or personal injury caused by our negligence, or
- 2) under section 2 of the Consumer Protection Act 1987, or
- 3) for fraud or fraudulent misrepresentation, or
- 4) by the conditions implied under section 12 of the Sale of Goods Act 1979 or
- 5) by the conditions implied under section 2 of the Supply of Goods and Services Act 1982.

Test4 (Unneed2Know) Ltd shall not be liable to you for any loss of profit, loss of business, loss of opportunity, loss of goodwill, or any claims for indirect compensation whatsoever, which may arise out of, or in connection with, the use of the goods or services provided. Test4 (Unneed2Know)'s total liability in contract, tort, misrepresentation or otherwise; arising in connection with the performance of these conditions, shall be limited to losses which are a foreseeable consequence of the failure to comply with these terms and conditions only.

Test4 (Unneed2Know) are not liable for any delays in you receiving your order for the following reasons, 1) if the courier and Test4 (Unneed2Know) are unable to contact you regarding delivery of your order. 2) If you provide the wrong delivery address when you place your order. 3) If the courier is unable to make delivery due to not being able to gain access.

Test4 (Unneed2Know) are not liable for Royal Mail collection timings and any delays in us receiving your test sample. We offer a complimentary Royal Mail collection service, however it is your responsibility to check the timings on Royal Mail priority boxes, as sometimes these can vary due to location and day of the week. You must ensure you follow the instructions provided within your test kit, to ensure we receive the sample in a timely manner.

Test4 (Unneed2Know) will not be held liable for any losses arising as a result of your failure to adhere to your obligations or follow instructions as set out in this contract.

Time is not of the essence for Test4 (Unneed2Know) and we do not accept any responsibility or liability for losses arising as a result of any delay.

## **IMPORTANT NOTICES:**

We do not provide medical advice, all information is for guidance only, results are not a clinical diagnosis and you may wish to discuss further with your GP.

Any sample you send will only be used to analyse in relation to the tests ordered

Turnaround times – these are an estimate and are not guaranteed

We do not warrant that the tests are 100% accurate, some STI's may remain undetectable for several months. therefore repeat testing is recommended despite the suggested incubation periods

These tests are only available in the UK and can only be posted to the same

We reserve the right to change our promotional offers and discount vouchers at any point. Full Terms and Conditions for specific promotions can be viewed on our website [www.Test4 \(Unneed2Know\).uk](http://www.Test4 (Unneed2Know).uk)

**Health and Safety** - if we receive by return, opened sample kits, this exposes the kit to elements outside of our control and this renders the test kit "not fit for resale" and will not be put back into circulation. If they are returned and received by us, we will destroy without hesitation.

**If we receive an unannounced, unplanned return of a home test product, we have a policy to destroy. This has been decided because of the below:**

- I. **Packaging having indications of wear and tear.**
- II. **Product having a shelf life**
- III. **Product sensitive to storage**

**Therefore we advise before purchase of our terms to notify all concerned that we cannot accept the unplanned return of a home test product.**

## **Privacy Information**

**Who We Are:** Any references to "we", "us", "our" and "Test4 (Unneed2Know)" within this Privacy Information are to Test4 (Unneed2Know) and its contractors such as laboratory partners, phlebotomists or where you have selected a Doctors consult service.

Test 4 Ltd is a company registered in the UK (Registered Number 11531485)

**Personal Information:** The use of any personal information that we collect from the website form will be in accordance with the GDPR and other applicable laws. All personal information collected is under the control of Test4 (Unneed2Know), which is a "data controller" under the GDPR.

**Collection of Personal Information:** The following information is collected and processed by us:

- i) Information which you provide on the website form when purchasing – for each and any type of test purchased.
- ii) Information which you provide when communicating with us regarding the goods / services provided
- iii) Information which you choose to disclose to us by email or any other means.

If you wish to access, correct, update, remove or complain about any personal data that you have provided to us, you should inform the Operations team immediately using the contact form on our website [www.unneed2know.uk](http://www.unneed2know.uk) and we will endeavour to respond to your request. Test4 (Unneed2Know) may retain, store and access the data collected, for as long as is required, for the purposes listed in this document.



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## Legal basis for processing any personal data

To meet Test4 (Unneed2Know)'s contractual obligations to customers and clients and to also respond to enquiries regarding our services. Please read our Privacy Notice document in full.

**Use of Personal Information:** The information that we request from you is essential for us to conduct the testing service for you and/or to communicate with you. We will only use the information that you have provided, to allow us to undertake the contractual commitment between you and us. Information provided may also be provided to third party companies working on behalf of Test4 (Unneed2Know).

All data is stored in a controlled and secure environment. Your personal information will only be accessed by authorised Test4 (Unneed2Know) personnel and contractors who require the information to be able to perform their duties.

If you have Opted in for further information as part of your purchase process, then we may send you additional information relating to other products and services available from Test4 Limited