



Terms & Conditions

A1 Laboratories Ltd (<https://a1lab.co.uk/>) owns and operates this Website. This document governs your relationship with <https://a1lab.co.uk/> (“Website”). Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website. This Website may contain links to other websites (the “Linked Sites”), which are not operated by <https://a1lab.co.uk/>. <https://a1lab.co.uk/> has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other

material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and <https://a1lab.co.uk/> will report any such breach to the relevant law enforcement authorities and disclose your identity to them. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy Link]. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Terms of sale

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Result times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. we aim to get your results to you within 36 hours from the time the lab receives your results, however the timeline outlined cannot be guaranteed due to the high level of pressure on the testing system at present. Everyone taking our tests must understand the risk of occasional delay. Therefore, we cannot compensate for any interrupted travel. **A1 Laboratories** is not responsible for any postage or laboratory delays nor will it be liable for

losses incurred as a result of an unclear or inconclusive test. In order to contract with <https://a1lab.co.uk/> you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. <https://a1lab.co.uk/> retains the right to refuse any request made by you. If your order is accepted, we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually <https://a1lab.co.uk/> or may in some cases be a third party. Where a contract is made with a third party <https://a1lab.co.uk/> is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order, you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement email confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

(b) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of goods you have purchased as listed in the confirmation email.

Consent

You confirm that you are ordering the A1 Laboratories Test for yourself. You consent to collecting your own nasopharyngeal swab and confirm that you are willing and able to do so. You understand that the A1 Laboratories Test is to be used for screening purposes only as a convenient and confidential way of getting tested quickly for COVID-19 infection and detection and identification of the SARS-CoV-2 variant. The A1 Laboratories Test Results are not intended to replace medical advice, nor should they be used as a full diagnosis, or to prescribe medication without consulting an appropriate medical professional. You confirm that you have read and understood the purpose for which the Sample and A1 Laboratories Test collected will be used under these Terms.

You fully consent that if you have a positive A1 Laboratories Test result, your personal details, which may include your name, date of birth, gender, home address, telephone number, NHS number, occupation, place of work, ethnicity and the fact that you have tested positive for COVID 19 being communicated as a notifiable disease to the local health protection team by us, who are the designated laboratory performing the A1 Laboratories Test for you pursuant to the Health Protection (Notification) Regulations 2010. You understand that we will be unable to erase your Coronafocus Test Results, which are required as evidence of clinical practice.

In addition to the provisions of clause above, you understand and agree that your personal data is processed in accordance with our Privacy Policy, available at <https://a1lab.co.uk/wp-content/uploads/2021/08/Document18-1.pdf> Copies are also available on request.

You fully consent to A1 Laboratories using the A1 Laboratories Test Results on a completely anonymised basis for the purpose of research, analysis, internal quality control and as evidence of clinical practice.

Submission of your online order and payment will be acknowledged via email to you with a payment receipt, order number and customer dashboard registration instructions.

A1 Laboratories Test Kits and packaging may vary from images on our website which are for illustrative purposes only.

Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third-party copyright Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with <https://a1lab.co.uk/> and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to <https://a1lab.co.uk/>

Indemnity

You agree to indemnify, defend and hold harmless <https://a1lab.co.uk/>, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Variation

<https://a1lab.co.uk/> shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and <https://a1lab.co.uk/>. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of <https://a1lab.co.uk/>.

We try our best to deliver your results within specified time range but rely on external contractors and sub-contractors like DHL, Royal mail and our registered

testing partners. We will not hold responsible if there is any delay due to exceptional circumstances (inclusive result, Strikes, Govt Covid restrictions etc).