

## **RT-PCR (Polymerase Chain Reaction), Point of Care & Antigen Lateral Flow Testing**

### **Terms & Conditions**

#### **1.0 WHO IS TAC HEALTHCARE GROUP LTD?**

TAC Healthcare Group (**TAC**), Registration number: SC 447567 (Scotland), Registered address 387a North Deeside Road, Cults, Aberdeen AB15 9SX , VAT number: 371293494. TAC has a successfully delivered effective COVID-19 screening solutions to businesses, travellers and corporate clients in the UK.

#### **2.0 TESTING**

**2.1** Upon purchase, you agree to and accept these Terms and Conditions ("**T&Cs**"). These Terms and Conditions will prevail over any other terms and conditions provided to you in relation to the test.

**2.2** The full test process comprises of a nasal and/or throat swab to obtain a sample which is then analysed in our labs for analysis in the case of a RT-PCR test or a nasal swab only which is tested on site as soon as possible after collection of the Antigen Lateral Flow Test. The sample taking (nasal and/or throat swab) should take approximately 10 minutes and is conducted by require one of our swabbers taking a sample from your throat and/or nose.

**2.3** TAC has been assessed by UKAS for swabbing and testing in the UK (we have been recommended for accreditation but are currently waiting for this to be finalised; the equipment we use is approved by DHSC. The purpose of the test is to pick up the presence of the actual virus in the nose and throat for PCR test and in the nose only for lateral flow.

**2.3.1** Some of our customers may be requesting our services as a way of satisfying the requirements of various countries for negative Covid-19 test results prior to travelling to their territories. Due to the constantly changing rules and regulations, individuals are responsible to assess the suitability of this test against the test requirements for their airline/destination country.

**2.3.2** TAC is unable to provide any advice or guidance with regards to the acceptance criteria for airlines/countries and accepts no liability for this.

**2.4** A positive result confirms that the Covid-19 virus is present. A negative result means there was no evidence of the COVID-19 virus.

**2.5** Our results are not a replacement for a full and proper medical investigation and/or a doctor's advice. Our comments are based solely on the result at the time of testing in relation to what are considered normal ranges in the general population. If you have any concerns at all regarding any aspect of your health or your test results you should discuss them directly with your GP or a doctor.

**2.6** To book a test, you must book online at <https://www.tachealthcaregroup.com/covid-19/> or the relevant airport booking site. Whilst at the test facility you agree to abide by the rules, policies and instructions implemented by our test centre staff.

**2.6.1** If you are flying, you are responsible for ensuring that you book a suitable time slot which gives you enough time to complete the test process before you are required to check in for your flight.

**2.6.2** On arrival at your chosen test facility, you will be welcomed by a member of the TAC team who will help you with any queries and, where applicable, check that you have all the required documentation (completed online consent, photo ID, booking confirmation and QR code).

**2.6.3** You are responsible for ensuring the accuracy and completeness of the information requested in performing the tests. Where using our home test pack, you are responsible for ensuring the sample is taken correctly by following the instructions provided.

**2.6.3** We aim to deliver your test results as per your booking arrangement.

**2.7** If you do not carry out any of the actions under 2.6 above, TAC will not be able to provide the services to you and will not be liable for any loss or damage as a consequence.

**2.8** We are legally required to share certain information with Public Health, or other governmental organisations, in relation to your test, including: personal information (e.g. name and date of birth); the result, whether negative or positive; and confirmation that the sample is one that the laboratory has tested for us. This information may be used as part of any test and trace service being operated by the government in your area. Please find a link to our privacy notice [here](#). By proceeding to book a testing appointment you accept the terms of this privacy notice.

**2.9** We are not able to offer appointments to anyone under the age of 18 unless the registration process is completed by a parent or legal guardian. We would advise you to take advice from your GP or medical practitioner before booking an appointment for anyone under the age of 18 to understand if appropriate.

**2.9.1** The process of taking a sample can be mildly invasive, so if you are unsure seek advice from your GP (for example if you are prone to nose bleeds, throat issues).

**2.9.2** All our staff are properly trained to take the sample, and the procedures described above conform with a standard process.

**2.9.3** If you have not received your results or require additional assistance for any reason, please email our C19 admin team at [C19@tachealthcare.com](mailto:C19@tachealthcare.com).

**2.10** We will not offer appointments in the following circumstances:

- If you have had a positive antigen (swab) test for COVID-19 or developed any of the symptoms of COVID-19 within 10 days prior to your appointment. These symptoms

can include: a fever (temperature over 37.8°C); loss of sense of taste or smell; new flu-like symptoms (runny or blocked nose; sore throat; shortness of breath; muscle aches and pains; headaches; overwhelming tiredness); or a new, continuous cough.

- If travel to one of our testing sites is prohibited by the guidance of your local health authorities due to lockdown or other restrictions which may change from time to time.
- If you have returned from a country in the 10 days prior to your appointment which requires a quarantine period under UK government guidelines, unless you can do so under Government guidelines, such as the Government approved Test to Release programme or Arrivals Testing. Please keep yourself updated as these Government guidelines may change from time to time.
- If you have had contact with a confirmed positive case of COVID-19 in the 14 days prior to the appointment as confirmed by the government's test and trace service, or other public health authority.
- If your household members or other people you have been in contact with have had a positive antigen (swab) test or developed the symptoms above in the 14 days prior to the appointment.
- If any of the above apply to you, please wait the appropriate time period (which can be found on the government website), and we will be happy to book your appointment.

## **2.11 Test Detail**

**2.11.1** Test results are accurate at the time of testing only.

**2.11.2** The test procedure, precautions, and interpretation of results for these tests is followed strictly when testing.

**2.11.3** Failure to follow test procedures may impact on the interpretation of the outcome of the test results.

**2.11.4** Negative (not detected) test results do not rule out possible other non-COVID-19 viral infections.

**2.11.5** Positive (detected) test results do not rule out co-infections with other pathogens.

### **PCR Tests**

**2.11.5** A PCR test is the gold standard in COVID-19 testing and is the test used by the NHS.

**2.11.6** Offer the most accurate results as it can detect even the smallest amount of virus. This means that a negative (not detected) PCR test result provides the most reliable indication you can safely continue to work and travel.

**2.11.7** A negative (not detected) test result may occur if the level of viral RNA in a sample is below the detection limit of the test.

**2.11.8** There is a low risk of the test result being inconclusive. If this happens you may be called back for another test.

**2.11.9** With regards to the PCR tests required by Government for any UK arrivals testing, if your day 2 PCR test is positive (detected), your sample will be subject to genome sequencing which may be carried out by a third party to check for variants of COVID-19, to comply with the Government Regulations.

### **Lateral Flow Tests**

**2.11.10** Lateral flow is an established technology, adapted for the qualitative detection of antigens that are present when a person has COVID-19.

**2.11.11** Neither the quantitative value nor the rate of SARS-CoV-2 antigen concentration can be determined by this qualitative test.

**2.11.12** A negative test result may occur if the level of antigen in a sample is below the detection limit of the test.

By accepting these Terms & Conditions you agree to follow the guidance provided by us and our medical partners. We accept no liability for any loss or damage caused by non-compliance with this guidance.

## **3.0 CONSENT**

In addition to our consent for, by paying and booking for a test, you give us your consent to:

**3.1.** Proceed with the sample taking and testing process at your chosen testing facility.

**3.2** Allowing TAC to share any relevant personal data such as your name, date of birth, and passport number, among others, with the relevant third parties that may be involved in the provision of our service.

**3.3** Allowing TAC to share any relevant personal data with local and national health authorities which require this information.

You also confirm that:

**3.4** You have understood that any third party's data will be held and shared in accordance with these Terms and Conditions.

**3.5** You have obtained the explicit consent from these third parties for their data to be held and shared in accordance with these same Terms and Conditions.

## **4.0 OUR LIABILITY**

- References to liability in these Terms and Conditions include any kind of liability arising under or in connection with these Terms and Conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

## COVID-19 TESTING TERMS AND CONDITIONS



- Nothing in these Terms and Conditions shall limit or exclude the liability of any party or another person for:
  - o death or personal injury caused by negligence.
  - o for fraud or fraudulent misrepresentation.
  - o for breach of any statutory duty; or
  - o for any act, omission or matter, liability of which may not be limited or excluded under any applicable law.
- To the extent permitted by law, TAC and all third parties connected to us hereby expressly exclude:
  - o all conditions, warranties and other terms which might otherwise be implied by statute, common law, or the law of equity.
  - o any liability for any direct, indirect, or consequential loss or damage, costs or expenses whatsoever incurred in the following circumstances.
    - the laboratory being unable to test your sample for any reason,
    - the test results not being made available to you within the stated turnaround time, where a delay is caused due to any events outside of our reasonable control,
    - you miss your flight due to a delay caused by you or an inconclusive test result, whether following a successfully completed test or otherwise,
    - your act, omission, or other failure to follow instructions provided to you in relation to sample collection or pre-sample preparation requirements,
    - your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test,
    - your failure to attend a pre-booked appointment; or
    - any loss or damage that is not foreseeable.
  - o For all Home Tests:
    - your failure to take your test sample in accordance with the directions laid out in your home test kit leading to an indeterminate or invalid test result.
    - your failure to package your samples according to the instructions laid out in your home test kit may mean we are unable to test your sample and provide you with a result and/or inaccurate result.
    - TAC is not responsible for loss of kits by Royal Mail or delivery issues but will pursue a claim on your behalf.
    - should TAC arrange for a courier, your failure to be available for the courier to collect your sample, may require you to book a second test at your expense
  - o Liability for events outside of our control: This includes but is not limited to failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by any act or event beyond our

reasonable control. If an event outside of our reasonable control takes place that affects the performance of our obligations under these Terms and Conditions, we will contact you as soon as reasonably possible to notify you of it. Our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the event outside of our reasonable control taking place.

- o Our total aggregate liability to you resulting from or arising in connection with any of these Terms and Conditions is limited to the total value paid under the particular Terms and Conditions entered by the parties - meaning the price you paid for our services – in respect of the services supplied to you by TAC. Unless agreed otherwise.

## **5.0 REFUNDS CANCELLATIONS, CHANGES TO BOOKINGS AND NON-ATTENDANCE**

### **5.1 Cancelling your test.**

**5.1.1 Airport tests** – please cancel through the original airport booking portal directly to generate a refund.

**5.1.2 Clinician obtained individual tests (non-airport)** – there will be no charge for cancellation of your test, and you will be issued with a full refund. Please note, this excludes groups of 4 or more\* and off-site bespoke arrangements.

\*the group cancellation administration fees are as follows:

- Cancellations up to 10 patients                      £150
- Cancellations of 10 patients or more              £250

**5.1.3 Home Tests** – any cancellation must be made at least 4 full weekdays before your test date and cannot be cancelled after the home test pack is dispatched to you.

**5.1.4 Arrivals Test Packages** - If you test positive on your day 2 arrivals test, any remaining tests will be automatically cancelled, and no refund will be given. This is due to positive samples requiring additional processing to check for variants of COVID-19 as per UK Government regulations.

### **5.2 Changing your test time, date, location.**

**5.2.1 All tests - except Arrivals Test Packages & Home Tests** - Any request to change the time or date of your booking will be subject to availability. Requests made within 24hrs\*\* of your appointment time will not be permitted.

\*\*TAC may at its sole discretion waive the 24-hour rule.

**5.2.2 Arrivals Test Packages & Home Tests.** If you need to change the date of your tests you will need to cancel your original booking and rebook through the original booking site.

**5.3 How to tell us that you want to cancel your test.** To tell us that you want to cancel your test, and require a refund, please let us know by emailing our C19 admin team at [C19@tachealthcare.com](mailto:C19@tachealthcare.com).

#### **5.4 Non-Attendance**

As your booking slot is no longer available to anyone else and as we will have already prepared for your test, if you fail to attend you will be charged the full price and cannot claim a refund.

#### **6.0 PAYMENT**

**6.1.** The price of our services is set out under the “**Book a Test**” menu option on the TAC website.

**6.2** Payment in full will be made on acceptance of the test Booking.

**6.3** The customer must pay the charges as directed by TAC from time to time.

#### **7.0 RIGHT TO VARY THESE TERMS**

We reserve the right to reasonably amend these Terms & Conditions from time to time, as required.

#### **8.0 OTHER IMPORTANT TERMS**

**8.1** We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under these Terms & Conditions.

**8.2** This Agreement is between the person paying for our services and TAC. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**8.3** Each of the paragraphs of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

**8.4** You accept that communication with us may be electronic, by text and on paper. You agree to this means of communication and you acknowledge that all, notices, information, and other communications that we provide to you electronically or hard copy comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

**8.5** If we fail to insist that you perform any of your obligations under the Terms & Conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**8.6** Please do not photograph or film on any of our sites, this is not permitted.

**8.7** We have a zero tolerance policy with regards abusive behaviour to our staff. Any abusive behaviour will **not** be tolerated and we reserve the right to deny access/remove you from our testing services should such behaviour be evident and to refuse future requests for COVID testing. In extreme cases we reserve the right to call the police.

## **9.0 CUSTOMER SERVICE**

**9.1** If you have a complaint about any aspect of the Service, please contact our Quality & Compliance Team via email at [QandC@tachealthcare.com](mailto:QandC@tachealthcare.com) or complete our Feedback Form [here](#).

**9.2** If there is a problem with the service, due to error on the part of TAC, TAC will reperform the service or alternatively grant a refund of the service cost, following a full investigation of the circumstances.

## **10. GOVERNING LAW**

This Agreement 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 Scotland, England and Wales. Each party irrevocably agrees that the courts of Scotland, 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 this agreement or its subject matter or formation.