

NEWCASTLE PREMIER HEALTH LIMITED
CONSUMER TERMS AND CONDITIONS

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Our terms

1. **These terms**
 - 1.1. **What these terms cover.** These are the terms and conditions on which we supply Covid-19 testing services and testing kits to you.
 - 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide our testing services and testing kits to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake

in these terms, please contact us to discuss. Your attention is particularly drawn to clause 3.6.

2. **Information about us and how to contact us**

- 2.1. **Who we are.** We are **Newcastle Premier Health Limited** a company registered in England and Wales. Our company registration number is 08684877 and our registered office is at 4th Floor Dobson House, Regent Centre, Gosforth, Newcastle Upon Tyne, England, NE3 3PF. Our registered VAT number is 989778120.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at 0191 605 3140 Option 1 or by writing to us at testing@nph-group.co.uk. 4th Floor Dobson House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3PF.
- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our contract with you**

- 3.1. **Our services.** These terms apply to any of the following services that you order from us:
 - 3.1.1. 'Fit-to-Fly' PCR Service
 - 3.1.2. 'Fit-to-Fly' Antigen Service
 - 3.1.3. 'Day 2 Day 8' PCR Service (Face to Face)
 - 3.1.4. 'Day 2 Day 8' PCR Service (Postal)
 - 3.1.5. 'Test to Release' PCR Service
 - 3.1.6. 'Return to UK – Antigen Test' Service
 - 3.1.7. 'Same Day Fit-to-Fly' PCR Service
- 3.2. Further information relating to the particular service you have purchased from the list above can be found by clicking on the link to the relevant service description above.
- 3.3. **Key features of our services.**
- 3.4. We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements of your destination country.
- 3.5. Full details of the tests provided by us can be found at www.nph-group.co.uk/all-covid-testing and you should ensure that the test you book meets the requirements imposed by your destination country.

3.6. **Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their PCR test results within 48 hours of the test sample being taken (except for our 'Day 2 Day 8' PCR Service (Postal)' where timescales will also depend on other factors such as whether you return your sample to us promptly and the actions of the third party couriers and postal services we use. Provided that we comply with our obligations under clause 6.5, we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of your results being provided outside any estimated timescales, for example costs of rearranged flights or accommodation or any other costs associated with losing or rearranging holiday bookings.**

3.7. As part of our provision of the services we make available the NPH iMed App ("iMed App"). You can choose to download the iMed App and register as a user. If you have registered to use the iMed App we will send PCR test results to you via the iMed App as well as to the email address you provide when booking your test.

4. **Acceptance of your order.**

4.1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

4.2. Please note that if you have placed orders for more than one service, they will each be confirmed by separate email and so any confirmation that you receive will only relate to the services specifically referred to in that email.

4.3. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because testing kits are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because of limits in the capacity of the laboratories that carry out analysis, because we have identified an error in the price or description of the product, because of changes to Government regulations or guidance or because we are unable to meet a delivery deadline you have specified.

4.4. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.5. **We only sell to the UK.** Our website is intended solely for the promotion of our products in the UK. We do not have to accept orders for addresses outside the UK.

5. **Your rights to make changes**

Our policy on changes to appointments is set out at the end of this document in the relevant 'service description' for the service that you have purchased.

6. **Providing the testing services**

6.1. **Delivery costs.** Where you have purchased a service which includes delivery of testing kits by post, the cost of delivering testing kits to you will be included in the price for the service displayed on our website.

- 6.2. **When we will provide the services.** The relevant 'service description' for the service you have purchased contained at the end of this document will set out when and how all aspects of the relevant service will be provided to you.
- 6.3. **Consent to testing.** If you book an appointment for a test at a testing site, you are consenting to the sample collection procedure associated with that test and the performance of the associated clinical analysis in any laboratory that we choose. If you want to withdraw any of this consent, please see clauses 7.1.2 and 7.3 which set out your right to change your mind about the services, or clause 7.3.3 which would apply if you wanted to end the contract between us but do not have that right.
- 6.4. **Provision of test results**
- 6.5. **We are not responsible for delays outside our control.** If the provision of test results is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of any delay caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.
- 6.6. **Dates given are estimates only.** Any dates given on our website or in the order confirmation, are only an estimate of when your testing kit will arrive or when your test results could be received. Provided that we comply with our obligations under clause 6.5, we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of your results being provided outside any estimated timescales.
- 6.7. **Accuracy of test results depends on proper use of testing kits.** Please note that it is your responsibility to comply with all instructions included within a testing kit. If you fail to follow the instructions as to how to use the kit, the test result might not be accurate. You must also provide a sufficient sample for testing in line with the instructions provided.
- 6.8. Where you have ordered a test kit from us to administer yourself as part of the 'Day 2 Day 8' PCR Service (Postal)' or 'Return to UK – Antigen Test' service, if the test kit is broken, is not delivered or gives an inconclusive or invalid test result, please contact us. We will send you a replacement kit free of charge in these circumstances. Please however be aware that if our laboratories determine that the reason for an invalid result is due to your failure to follow our instructions and provide a sufficient sample in accordance with clause 6.7, we are not obliged to provide a replacement kit to you, and if you wanted to repeat the test you would have to purchase a new kit.
- 6.9. **What will happen if you do not give required information to us.** We will need certain information from you so that we can supply the services to you, for example, your name, contact details, passport details, passenger details, and vaccination status. This will have been stated in the description of the services on our website and our online booking form will ask you to provide this information. If you do not give us complete or correct information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 6.10. **We may suspend supply if you do not pay.** If you do not pay us for the services when you are supposed to (see clause 10.4) we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services.

7. **Your rights to end the contract**

- 7.1. **You can end your contract with us.** Your rights when you end the contract will depend on matters such as what you have bought, whether there is anything wrong with what we supply to you, and when you decide to end the contract:

7.1.1. **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 7.2;

7.1.2. **If you have just changed your mind about the product, see** clause 7.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you may have to pay the costs of return of any goods;

7.1.3. In all other cases (if we are not at fault and there is no right to change your mind), see clause 7.3.3.

- 7.2. **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 7.2.1 to 7.2.3 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:

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

7.2.2. there is a risk that supply of the products may be significantly delayed because of events outside our control;

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

- 7.3. **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 and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.3.1. **Your right to change your mind: 'Return to UK – Antigen Test'.** Where you order a testing kit from us for this service we will provide a refund if you tell us that you have changed your mind within 14 days of us confirming that we accept your order, unless we have already prepared or dispatched the kit.

We cannot provide a refund if we have already prepared or dispatched the kit because these products are sealed for health protection or hygiene purposes and are likely to be wasted as a result of the cancellation.

7.3.2. **Your right to change your mind: Services excluding 'Return to UK – Antigen Test' and 'Day 2 Day 8' PCR Service (Postal).** You have 14 days after the day we email you to confirm we accept your order to tell us that you have changed your mind and we will provide you with a refund. However please note that:

7.3.2.1. Where the service has been fully completed and you have received your test results you do not have the right to change your mind and receive a refund, even if the 14-day cancellation period is still running.

7.3.2.2. We will make a deduction from the amount refunded to reflect the costs we have incurred in providing the services from the time that we started providing the services until the time when you exercised your right to cancel. The amount of this deduction will depend on when you exercise your right to change your mind and will be quantified as follows:

Time of cancellation	Deduction from refund
48 hours or more before appointment	£4 administration fee
Less than 48 hours before appointment	Full cost of service
After appointment but before results have been provided	Full cost of service

7.3.3. **Your right to change your mind: 'Day 2 Day 8' PCR Service (Postal)'** You have 14 days after the day we email you to confirm we accept your order to tell us that you have changed your mind and we will provide you with a refund. However please note that:

7.3.3.1. Where the service has been fully completed and you have received your test results you do not have the right to change your mind and receive a refund, even if the 14-day cancellation period is still running.

7.3.3.2. We will make a deduction from the amount refunded to reflect the costs we have incurred in providing the services from the time that we started providing the services until the time when you exercised your right to cancel. The amount of this deduction will depend on when you exercise your right to change your mind and will be quantified as follows:

Time of cancellation	Deduction from refund
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48 hours or more before test kit dispatched	£4 administration fee
Less than 48 hours before test kit dispatched	Full cost of service
After test kit dispatched but before sample returned	Full cost of service
After sample returned but before result provided	Full cost of service

7.4. **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 testing services (i.e. any of our services apart from our 'Return to UK – Antigen Test' product) is completed when we have finished providing the services and you have paid for them. A contract for our Return to UK – Antigen Test product is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and your 14 day cancellation period has expired, contact us to let us know. The contract will end immediately and we will refund any sums paid by you for services subject to a deduction to reflect reasonable compensation for the net costs we will incur as a result of your ending the contract (such as the cost of any testing kit supplied, the cost of any appointment that you may have made or attended at a testing site, and/or the cost of analysis of your samples). This deduction will be quantified as follows:

Time of cancellation	Deduction from refund
At least 48 hours before appointment (all services apart from Return to UK Antigen and Day 2 Day 8 PCR (Postal))	£4 administration fee
At least 48 hours before dispatch of kit (Return to UK – Antigen and Day 2 Day 8 PCR (Postal))	£4 administration fee
Less than 48 hours before appointment (all services apart from Return to UK Antigen and Day 2 Day 8 PCR (Postal))	Full cost of service
Less than 48 hours before dispatch of kit (Return to UK – Antigen and Day 2 Day 8 PCR (Postal))	Full cost of service

8. **How to end the contract with us (including if you have changed your mind)**
- 8.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 8.1.1. **Phone or email.** Call customer services on 0191 605 3140 Option 1 or email us at testing@nph-group.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 8.1.2. **Online.** Complete the <https://www.nph-group.co.uk/contact-us/> on our website or follow the link on your email confirmation.
- 8.2. **Returning testing kits after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you should dispose of the kits safely.
- 8.3. **When we will pay the costs of return.** We will pay the costs of return:
- 8.3.1. if the testing kits are faulty or misdescribed;
- 8.3.2. if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 8.4. **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 8.5. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:
- 8.5.1. We may make a deduction from the refund that you receive as set out in clause 7.3.
- 8.5.2. The maximum refund for any delivery costs relating to the delivery of testing kits will be the costs of delivery for the least expensive delivery method we offer.
- 8.5.3. We may deduct from any refund an amount for the supply of services up to the time when you told us you had changed your mind. Details of any refund you will be entitled to are set out in clause 7.3 above.
- 8.6. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. **If there is a problem**

- 9.1. **How to tell us about problems.** If you have any questions or complaints about a testing kit or the services we provide, please contact us. You can telephone our customer service team at 0191 605 3140 Option 1 or write to us at testing@nph-group.co.uk. 4th Floor Dobson House, Regent Centre, Gosforth, Newcastle upon Tyne, NE3 3PF.
- 9.2. **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 9.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you should dispose of the kits safely.

10. **Price and payment**

- 10.1. **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 10.3 for what happens if we discover an error in the price of the product you order.
- 10.2. **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 10.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product'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 product'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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 10.4. **When you must pay and how you must pay.** All payments must be paid by debit or credit card or via Stripe. We accept payment with Visa, Maestro, Mastercard, Visa Electron, AMEX, and Delta. We may take payment at any time after sending you the email to confirm your order has been accepted.

11. **Our responsibility for loss or damage suffered by you**

- 11.1. **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 sales process.

- 11.2. Subject to the requirements of clause 11.3 below, we are not liable for any loss or damage that you might suffer as a result of events or circumstances beyond our control, including but not limited to the following:
- 11.2.1. Incorrect or incomplete information being provided by you or any of your documentation (including passport) being invalid or out of date;
 - 11.2.2. Failure by you to follow our reasonable instructions in relation to any aspect of the booking or testing process;
 - 11.2.3. Failure by you to attend your appointment at the stated time;
 - 11.2.4. Failure by you to book the appropriate test to meet the requirements of your destination country;
 - 11.2.5. Delays arising from the acts or omissions of third parties such as couriers, postal services or airport staff;
 - 11.2.6. Changes to testing requirements; whether such changes are made by any part of the government of the United Kingdom, or any other country in the world;
 - 11.2.7. Your test result being 'indeterminate' (i.e. it is not possible to interpret the result);
 - 11.2.8. Your test result being 'invalid' (i.e. an insufficient sample was taken) where the test was not administered by our staff;
 - 11.2.9. Damage to your vehicle when parked at our testing facility unless this was caused by our negligence.

and you should take steps to obtain appropriate insurance to cover any losses you may incur as a result of such events or circumstances.

- 11.3. If the provision of the services is delayed by an event outside our control then we will contact you as soon as possible if we are aware of the delay and will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for any cost, expense or other loss or damage that you might suffer as a result of any delay caused by the event.
- 11.4. **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 products which are as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.
- 11.5. **We are not liable for business losses.** We only supply testing kits and / or services to you in your personal capacity for domestic and private use and not in connection with business or commercial purposes. If you use the testing kits and / or services for any

commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 11.6. **Testing accuracy.** We cannot guarantee that test results will be 100% accurate. They can return a "false negative" result (i.e. they incorrectly indicate that you do not have a condition) or a "false positive" result (i.e. they incorrectly indicate that you do have a condition). You therefore rely on the test results at your own risk. So long as we use reasonable skill and care in providing the services and / or the testing kits, we cannot be responsible for any loss, damage, cost or harm that you or anyone else may suffer as a result of an inaccurate test result.
- 11.7. **Important information.** You confirm that you have read the information provided on our website. It is recommended that if you have any concerns with the results of the tests that you receive, that you should consult with your own medical practitioner, or contact a member of our team who will be able to arrange a further appointment for you (at additional cost).

12. **How we may use your personal information**

How we may use your personal information. We will only use your personal information as set out in our privacy policy (<https://www.nph-group.co.uk/wp-content/uploads/2021/09/IG18-NPH-Privacy-Notice1-2.pdf>)

All test data including, but not limited to age, gender, location, tests and the results of the test remains our property.

13. **Other important terms**

- 13.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 13.2. **Subcontractors.** We may subcontract to a third party performance of all or any part of the services that we have agreed to provide to you. This might include, but is not limited to, the testing sites at which you arrange an appointment to have a test, and the laboratories that carry out analysis of the samples that you provide. You agree to us subcontracting the provision of all or part of the services in this way.
- 13.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 13.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will

not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

- 13.6. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule 1 - Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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Service Description – Fit-to-Fly PCR

1. **The Fit-to-Fly (PCR) Service that we provide enables you to book an appointment at our Leeds Bradford International Airport ("LBA") or Newcastle International Airport ("NIAL") testing sites for a PCR test. Your test is administered by a member of our staff and the test sample will be sent to a laboratory for processing. Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their PCR test results within 48 hours of the test sample being taken.**
 - 1.1. **Price.** The price payable for this service is £99 including VAT.
 - 1.2. **Booking your test appointment.** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements of your destination country.
 - 1.3. Once you have booked your appointment via our website, you will receive a booking confirmation by email which represents an agreement between you and us for the service you have booked.
 - 1.4. **Rearranging your appointment.** If you want to change the time or date of an appointment please try to give us as much advance notice as you can in the circumstances. You may change your appointment without charge from us if you give us at least 48 hours' notice before your scheduled test appointment time. If you need to change your appointment you can do so online by following the instructions in your booking confirmation.
 - 1.5. **Cancelling the service.**
 - 1.5.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling your appointment even where you have provided less than 48 hours' notice before your stated appointment time. In order to cancel your appointment in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 1.5.2. You also have 14 days (commencing from the day we email you to confirm we accept your order) to tell us that you have changed your mind and we will provide you with a refund. However please note that (i) where you have already received your test results, you will not be entitled to a refund and (ii) depending on when you exercise this right to cancel we may make a deduction to reflect the costs we have already incurred. The deduction will be quantified as set out in clause 7.3 of these terms ('Exercising your right to change your mind (Consumer Contracts Regulations 2013)').
 - 1.5.3. If you cancel the service more than 14 days after the date when you entered into the contract with us we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the

contract as set out in clause 7.4. of these terms ('Ending the contract where we are not at fault and there is no right to change your mind').

2. **Attending your appointment.** You must comply with the following when attending for your appointment:
 - 2.1.1. Adhere to the traffic rules and signage in place at the testing site;
 - 2.1.2. Follow any instructions provided by us in relation to attending your appointment;
 - 2.1.3. Arrive at the testing site with sufficient time to attend your appointment at the scheduled time. You should allow sufficient time to park your vehicle and check-in at the testing facility.
 - 2.1.4. Drive carefully and responsibly and park your vehicle in allocated bays;
 - 2.1.5. Bring your passport so that your details can be taken and included in your 'fit-to-fly' certificate. Failure to provide your passport when required may result in us being unable to provide a valid fit-to-fly certificate;
 - 2.1.6. Bring a copy of your test appointment confirmation.
3. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
4. The test will be undertaken by a trained person.
5. **Your test results.** Your test sample will be sent to the laboratory and your result (and if the test is negative, 'fit-to-fly' certificate) will be sent to the email address that you provided when you booked your appointment. If you have downloaded the iMed App and registered as a user your result will also be sent to you via the iMed App.
6. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
7. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days. You will not be permitted to travel and must contact your airline or tour operator. Neither we nor the airport will be responsible for making any alternative arrangements for your travel plans.
 - 7.1. **Your data.** We will process your personal data in accordance with our Privacy Policy.
 - 7.2. **Our responsibility**
 - 7.2.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 7.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.

- 7.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description – Fit-to-Fly Antigen

1. **The Fit-to-Fly (Antigen) Service that we provide enables you to book an appointment at our Leeds Bradford International Airport ("LBA") or Newcastle International Airport ("NIAL") testing sites for an antigen (rapid flow) test. Your test is administered by a member of our staff. Dates and timescales given for the receipt of antigen test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their antigen test results within 1 hour of the test sample being taken.**
2. **Price. The price payable for this service is £39 including VAT.**
 - 2.1. **Booking your test appointment.** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements of your destination country.
 - 2.2. Once you have booked your appointment via our website, you will receive a booking confirmation by email which represents an agreement between you and us for the service you have booked.
 - 2.3. **Rearranging your appointment.** If you want to change the time or date of an appointment please try to give us as much advance notice as you can in the circumstances. You may change your appointment without charge from us if you give us at least 48 hours' notice before your scheduled test appointment time. If you need to change your appointment you can do so online by following the instructions in your booking confirmation.
 - 2.4. **Cancelling the service.**
 - 2.4.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling your appointment even where you have provided less than 48 hours' notice before your stated appointment time. In order to cancel your appointment in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 2.4.2. You also have 14 days (commencing from the day we email you to confirm we accept your order) to tell us that you have changed your mind and we will provide you with a refund. However please note that (i) where you have already received your test results, you will not be entitled to a refund and (ii) depending on when you exercise this right to cancel we may make a deduction to reflect the costs we have already incurred. The deduction will be quantified as set out in clause 7.3 of these terms ('Exercising your right to change your mind (Consumer Contracts Regulations 2013)').

- 8.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.
- 8.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description – Day 2 Day 8 PCR (Face to Face)

1. **The Day 2 Day 8 PCR (Face to Face) Service that we provide enables you to book an appointment at our Leeds Bradford International Airport ("LBA") or Newcastle International Airport ("NIAL") testing sites for a Day 2 PCR test and (if required) a Day 8 PCR test on returning to the UK. Your test is administered by a member of our staff and the test sample will be sent to a laboratory for processing. Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their PCR test results within 48 hours of the test sample being taken.**
2. **Price.** The price payable for this service is £95 for Day 2 and £95 for Day 8 including VAT.
 - 2.1. **Booking your test appointment.** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements of your destination country.
 - 2.2. Once you have booked your appointment via our website, you will receive a booking confirmation by email which will include your booking reference number and which represents an agreement between you and us for the service you have booked.
 - 2.3. **Rearranging your appointment.** If you want to change the time or date of an appointment please try to give us as much advance notice as you can in the circumstances. You may change your appointment without charge from us if you give us at least 48 hours' notice before your scheduled test appointment time. If you need to change your appointment you can do so online by following the instructions in your booking confirmation.
 - 2.4. **Cancelling the service.**
 - 2.4.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling your appointment even where you have provided less than 48 hours' notice before your stated appointment time. In order to cancel your appointment in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 2.4.2. You also have 14 days (commencing from the day we email you to confirm we accept your order) to tell us that you have changed your mind and we will provide you with a refund. However please note that (i) where you have already received your test results, you will not be entitled to a refund and (ii) depending on when you exercise this right to cancel we may make a deduction to reflect the costs we have already incurred. The deduction will be quantified as set out in clause 7.3 of these terms ('Exercising your right to change your mind (Consumer Contracts Regulations 2013)').
 - 2.4.3. If you cancel the service more than 14 days after the date when you entered into the contract with us we may deduct from that refund reasonable

compensation for the net costs we will incur as a result of your ending the contract as set out in clause 7.4. of these terms ('Ending the contract where we are not at fault and there is no right to change your mind').

3. **Attending your appointment.** You must comply with the following when attending for your appointment:
 - 3.1.1. Adhere to the traffic rules and signage in place at the testing site;
 - 3.1.2. Follow any instructions provided by us in relation to attending your appointment;
 - 3.1.3. Arrive at the testing site with sufficient time to attend your appointment at the scheduled time. You should allow sufficient time to park your vehicle and check-in at the testing facility.
 - 3.1.4. Drive carefully and responsibly and park your vehicle in allocated bays;
 - 3.1.5. Bring your passport. Failure to provide these details when required may result in us being unable to provide a valid test result;
 - 3.1.6. Bring a copy of your test appointment confirmation.
4. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
5. The test will be undertaken by a trained person.
6. **Your test results.** Your test sample will be sent to the laboratory and your result will be sent to the email address that you provided when you booked your appointment. If you have downloaded the iMed App and registered as a user your result will also be sent to you via the iMed App.
7. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
8. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days. You will not be permitted to travel and must contact your airline or tour operator. Neither we nor the airport will be responsible for making any alternative arrangements for your travel plans.
 - 8.1. **Your data.** We will process your personal data in accordance with our Privacy Policy.
 - 8.2. **Our responsibility**
 - 8.2.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 8.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.

8.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description – Day 2 Day 8 PCR (Postal)

1. **The Day 2 Day 8 PCR (Postal) Service that we provide enables you to order a Day 2 PCR test and (if required) a Day 8 PCR test to be used on returning to the UK. You will administer the test yourself and send the test sample to a laboratory for processing. Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their PCR test results within 48 hours of the test sample being received by the laboratory. Please note that timescales will also depend on other factors such as whether you return your sample to us promptly and the actions of the third party couriers and postal services we use.**
2. **Price.** The price payable for this service is £95 for Day 2 and £95 for Day 8 including VAT.
 - 2.1. **Ordering your test kit(s).** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test(s) you need to take and the time when you need to take them in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements you will need to comply with on your return to the UK.
 - 2.2. You can order your tests via our website and select an available delivery time. Once you have ordered your test kit(s), you will receive a booking confirmation by email which will include your booking reference number and which represents an agreement between you and us for the service you have booked.
 - 2.3. **Delivery.** Your test kit(s) will be despatched to you by courier service to arrive during the window that you selected during the online ordering process. If your testing kit does not arrive at the allocated time, or if the test kit is damaged, please contact us urgently on [NUMBER] and we will despatch a replacement kit to you free of charge.
 - 2.4. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and you will not be entitled to a refund.
 - 2.5. **When you become responsible for the testing kit(s).** The testing kit(s) will be your responsibility from the time we deliver them to the address you gave us.
 - 2.6. **Taking your test.** Upon receiving your test kit(s) you should follow the instructions included in your confirmation email to register your test kit online. This will enable your results to be received promptly and we will not be responsible for any delays in receiving your results where you have not followed our instructions to register the testing kit(s).
 - 2.7. **Accuracy of test results depends on proper use of testing kits.** Please note that it is your responsibility to comply with all instructions included within a testing kit. If you fail to follow the instructions as to how to use the kit, the test result might not be

accurate. You must also provide a sufficient sample for testing in line with the instructions provided.

- 2.8. If your test kit is broken, is not delivered or gives an inconclusive or invalid test result, please contact us. We will send you a replacement kit free of charge in these circumstances. Please however be aware that if our laboratories determine that the reason for an invalid result is due to your failure to follow our instructions and provide a sufficient sample in accordance with clause 2.6, we are not obliged to provide a replacement kit to you, and if you wanted to repeat the test you would have to purchase a new kit.
- 2.9. It is your responsibility to follow the instructions enclosed with the testing kit for packaging and despatching the sample to the laboratory. You must use the Royal Mail Priority Box to despatch the sample as instructed.
- 2.10. **Rearranging your delivery window.** If you want to change the time or date of a delivery window please try to give us as much advance notice as you can in the circumstances. You may change your delivery window without charge from us if you give us at least 48hrs notice before your scheduled delivery window. If you need to change your delivery window you can do so online by emailing testing@nph-group.co.uk.
- 2.11. **Cancelling the service.**
 - 2.11.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling the service even where you have provided less than 48 hours' notice before your kit has been dispatched. In order to cancel the service in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 2.11.2. We will also provide a refund if you tell us that you have changed your mind within 14 days of us confirming that we accept your order, unless we have already prepared or dispatched the kit. We cannot provide a refund if we have already prepared or dispatched the kit because these products are sealed for health protection or hygiene purposes and are likely to be wasted as a result of the cancellation.
 - 2.11.3. If you cancel the service more than 14 days after the date when you entered into the contract with us we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the contract as set out in clause 7.4. of these terms ('Ending the contract where we are not at fault and there is no right to change your mind').

3. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
4. **Your test results.** Your result will be sent to the email address that you provided when you booked your appointment. If you have downloaded the iMed App and registered as a user your result will also be sent to you via the iMed App.
5. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
6. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days.
7. **Your data.** We will process your personal data in accordance with our Privacy Policy.
8. **Our responsibility**
 - 8.1.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 8.1.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.
9. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description - 'Test to Release'

1. **The Test to Release Service that we provide enables you to book an appointment at our Leeds Bradford International Airport ("LBA") or Newcastle International Airport ("NIAL") testing sites for a PCR test on day 5 after returning to the UK. Your test is administered by a member of our staff and the test sample will be sent to a laboratory for processing. Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their PCR test results within 48 hours of the test sample being taken.**
2. **Price.** The price payable for this service is £99 including VAT.
 - 2.1. **Booking your test appointment.** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements applicable to your return to the UK.
 - 2.2. Once you have booked your appointment via our website, you will receive a booking confirmation by email which will include your booking reference number and which represents an agreement between you and us for the service you have booked.
 - 2.3. **Rearranging your appointment.** If you want to change the time or date of an appointment please try to give us as much advance notice as you can in the circumstances. You may change your appointment without charge from us if you give us at least 48 hours' notice before your scheduled test appointment time. If you need to change your appointment you can do so online by following the instructions in your booking confirmation.
 - 2.4. **Cancelling the service.**
 - 2.4.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling your appointment even where you have provided less than 48 hours' notice before your stated appointment time. In order to cancel your appointment in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 2.4.2. You also have 14 days (commencing from the day we email you to confirm we accept your order) to tell us that you have changed your mind and we will provide you with a refund. However please note that (i) where you have already received your test results, you will not be entitled to a refund and (ii) depending on when you exercise this right to cancel we may make a deduction to reflect the costs we have already incurred. The deduction will be quantified as set out in clause 7.3 of these terms ('Exercising your right to change your mind (Consumer Contracts Regulations 2013)').
 - 2.4.3. If you cancel the service more than 14 days after the date when you entered into the contract with us we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the

contract as set out in clause 7.4. of these terms ('Ending the contract where we are not at fault and there is no right to change your mind').

3. **Attending your appointment.** You must comply with the following when attending for your appointment:
 - 3.1.1. Adhere to the traffic rules and signage in place at the testing site;
 - 3.1.2. Follow any instructions provided by us in relation to attending your appointment;
 - 3.1.3. Arrive at the testing site with sufficient time to attend your appointment at the scheduled time. You should allow sufficient time to park your vehicle and check-in at the testing facility.
 - 3.1.4. Drive carefully and responsibly and park your vehicle in allocated bays;
 - 3.1.5. Bring your passport. Failure to provide these details when required may result in us being unable to provide a valid test result or 'test to release' certificate;
 - 3.1.6. Bring a copy of your test appointment confirmation.
4. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
5. The test will be undertaken by a trained person.
6. **Your test results.** Your test sample will be sent to the laboratory and your result (and if the test is negative, 'test to release' certificate) will be sent to the email address that you provided when you booked your appointment. If you have downloaded the iMed App and registered as a user your result will also be sent to you via the iMed App.
7. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
8. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days. You will not be permitted to travel and must contact your airline or tour operator. Neither we nor the airport will be responsible for making any alternative arrangements for your travel plans.
 - 8.1. **Your data.** We will process your personal data in accordance with our Privacy Policy.
 - 8.2. **Our responsibility**
 - 8.2.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 8.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.

- 8.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description - 'Return to UK – Antigen Test'

1. **The Return to UK – Antigen Test Service that we provide enables you to order an Antigen test kit from us to be delivered to you by post before your departure from the UK. You can then take the test kit with you to your destination and undertake the test before returning to the UK. You will administer the test yourself and use the iMed App to validate your results.**
 - 1.1. **Price.** The price payable for this service is £32 including VAT.
 - 1.2. **Ordering your test kit(s).** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test(s) you need to take and the time when you need to take them in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements you will need to comply with on your return to the UK.
 - 1.3. You can order your tests via our website and select an available delivery time. Once you have ordered your test kit(s), you will receive a booking confirmation by email which will include your booking reference number and which represents an agreement between you and us for the service you have booked.
 - 1.4. **Delivery.** Your test kit(s) will be despatched to you by courier service to arrive during the window that you selected during the online ordering process. If your testing kit does not arrive at the allocated time, or if the test kit is damaged, please contact us urgently on 0191 605 3140 Option 1. and we will despatch a replacement kit to you free of charge.
 - 1.5. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery. If after a failed delivery to you, you do not re-arrange delivery we will contact you for further instructions and may charge you for and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and you will not be entitled to a refund.
 - 1.6. **When you become responsible for the testing kit(s).** The testing kit(s) will be your responsibility from the time we deliver them to the address you gave us.
 - 1.7. **Taking your test.** Upon receiving your test kit(s) you should follow the instructions included in your confirmation email and in the iMed app to register your test kit online and complete the swab and validation process.
 - 1.8. **Accuracy of test results depends on proper use of testing kits.** Please note that it is your responsibility to comply with all instructions included within a testing kit. If you fail to follow the instructions as to how to use the kit, the test result might not be accurate. You must also provide a sufficient sample for testing in line with the instructions provided.
 - 1.9. If your test kit is broken, is not delivered or gives an inconclusive or invalid test result, please contact us. We will offer you a replacement kit in these circumstances. Please

however be aware that if we determine that the reason for an invalid result is due to your failure to follow our instructions and provide a sufficient sample in accordance with clause 1.7, we are not obliged to provide a replacement kit to you, and if you wanted to repeat the test you would have to purchase a new kit.

- 1.10. **Cancelling your order.** If you want to cancel your order without charge from us you must inform us immediately at the point of completing your purchase. If you need to cancel you can do so online by emailing testing@nph-group.co.uk.
2. We will also provide a refund if you tell us that you have changed your mind within 14 days of us confirming that we accept your order, unless we have already prepared or dispatched the kit. We cannot provide a refund if we have already prepared or dispatched the kit because these products are sealed for health protection or hygiene purposes and are likely to be wasted as a result of the cancellation.
3. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
4. **Your test results.** You will receive your test result from the test itself and can use the iMed App to validate your result and receive a result certificate. Your result will be sent to the email address that you provided when you booked your appointment and will also be sent to you via the iMed App.
5. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
6. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days.
 - 6.1. **Your data.** We will process your personal data in accordance with our Privacy Policy.
 - 6.2. **Our responsibility**
 - 6.2.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 6.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.
 - 6.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.

Service Description - 'Rapid Fit-to-Fly' PCR

1. **The Same Day Fit-to-Fly (PCR) Service** that we provide enables you to book an appointment at our Leeds Bradford International Airport ("LBA") or Newcastle International Airport ("NIAL") testing sites for a PCR test. Your test is administered by a member of our staff and the test sample will be analysed at the testing site. Dates and timescales given for the receipt of PCR test results are estimates only and the nature of our service means that we cannot provide any guarantees in relation to when your results will be received. However, typically our customers receive their On-site PCR test results within 3 hours of the test sample being taken.
2. **Price.** The price payable for this service is £235 including VAT.
 - 2.1. **Booking your test appointment.** We do not provide any advice in relation to your testing requirements and it is your responsibility to establish which test you need to take and the time when you need to take it in accordance with international travel guidance and the instructions of your airline or holiday provider. Please contact your airline or holiday provider or consult Government guidance if you are unsure of the testing requirements of your destination country.
 - 2.2. Once you have booked your appointment via our website, you will receive a booking confirmation by email which represents an agreement between you and us for the service you have booked.
 - 2.3. **Rearranging your appointment.** If you want to change the time or date of an appointment please try to give us as much advance notice as you can in the circumstances. You may change your appointment without charge from us if you give us at least 48 hours' notice before your scheduled test appointment time. If you need to change your appointment you can do so online by following the instructions in your booking confirmation.
 - 2.4. **Cancelling the service.**
 - 2.4.1. If your flight is cancelled by your airline carrier or holiday provider we will not charge you for cancelling your appointment even where you have provided less than 48 hours' notice before your stated appointment time. In order to cancel your appointment in these circumstances, you must email testing@nph-group.co.uk with evidence of your flight having been cancelled by your airline carrier or holiday provider. We will refund the charge of the service but we will deduct a £4.00 admin fee.
 - 2.4.2. You also have 14 days (commencing from the day we email you to confirm we accept your order) to tell us that you have changed your mind and we will provide you with a refund. However please note that (i) where you have already received your test results, you will not be entitled to a refund and (ii) depending on when you exercise this right to cancel we may make a deduction to reflect the costs we have already incurred. The deduction will be quantified as set out in clause 7.3 of these terms ('Exercising your right to change your mind (Consumer Contracts Regulations 2013)').
 - 2.4.3. If you cancel the service more than 14 days after the date when you entered into the contract with us we may deduct from that refund reasonable compensation for the net costs we will incur as a result of your ending the

contract as set out in clause 7.4. of these terms ('Ending the contract where we are not at fault and there is no right to change your mind').

3. **Attending your appointment.** You must comply with the following when attending for your appointment:
 - 3.1.1. Adhere to the traffic rules and signage in place at the testing site;
 - 3.1.2. Follow any instructions provided by us in relation to attending your appointment;
 - 3.1.3. Arrive at the testing site with sufficient time to attend your appointment at the scheduled time. You should allow sufficient time to park your vehicle and check-in at the testing facility.
 - 3.1.4. Drive carefully and responsibly and park your vehicle in allocated bays;
 - 3.1.5. Bring your passport so that your details can be taken and included in your 'fit-to-fly' certificate. Failure to provide your passport when required may result in us being unable to provide a valid fit-to-fly certificate;
 - 3.1.6. Bring a copy of your test appointment confirmation.
4. The test will detect the presence of SARS-CoV-2 viral RNA in samples taken by swab from your nose and throat (required to maintain the efficacy of the test).
5. The test will be undertaken by a trained person.
6. **Your test results.** Your test sample will be analysed on site at our testing facility and your result (and if the test is negative, 'fit-to-fly certificate') will be sent to the email address that you provided when you booked your appointment. If you have downloaded the iMed App and registered as a user your result will also be sent to you via the iMed App.
7. You should be aware that no test can provide a 100% guarantee of either a positive or negative result. You should be aware that the tests in some cases may fail to detect the virus or you may have contracted COVID-19 after the test was taken.
8. If your test is positive, even if you are asymptomatic (that is you do not have any physical symptoms of COVID-19) you must follow Government guidelines and isolate for the required number of days. You will not be permitted to travel and must contact your airline or tour operator. Neither we nor the airport will be responsible for making any alternative arrangements for your travel plans.
 - 8.1. **Your data.** We will process your personal data in accordance with our Privacy Policy.
 - 8.2. **Our responsibility**
 - 8.2.1. Your attention is drawn to clause 11 of our terms and conditions – 'Our responsibility for loss or damage suffered by you'.
 - 8.2.2. In particular, please be aware that if you fail to attend for your appointment at the booked time, we may not be able to carry out your test and you will not be entitled to a refund in these circumstances.

8.3. Details of our complaints handling procedure can be found at <https://www.nph-group.co.uk/contact-us/>.