

The London Allergy Clinic Limited

Website terms and conditions Updated on 3 July 2024

1. About us and these terms

1.1 These terms apply to orders made on our Website. These are the terms and conditions that apply when you order any testing product from www.londonallergyclinic.com (the "Website"). When you place an order on our Website, you will be asked to agree to these terms in their entirety. This will be the version of the terms that will apply to your purchase. Please read these terms carefully before you submit your order to us.

1.2 Who we are. The Website is owned and operated by The London Allergy Clinic Limited, a company registered in England and Wales (company no. 10484583). Our registered office is at Broad House, 1 The Broadway, Hatfield, AL9 5BG.

1.3 What these terms are for. These terms tell you who we are, about our Website, how we will provide products and services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.4 How to contact us. If you have any queries about these terms, or any order you have placed through our Website, you can contact us at enquiries@londonallergyclinic.com.

2. Placing an order on the Website

2.1 Website registration. Before you can place an order with us, you might need to register as a user of our Website. The registration process will require you to provide some mandatory personal information including your contact details. We reserve the right to reject any application to register on our Website.

2.2 Ordering with us. The following steps will be followed to complete an order through our Website.

(a) The shopping pages on the Website will guide you through the steps you need to take to place an order. The order process allows you to check and amend any errors before submitting your order. Please take the time to read and check your order at each page of the order process. You are responsible for ensuring the details of your order are complete and accurate.

(b) You will be directed to a third-party payment services provider, Revolut, Apple Pay or Google Pay, to deal with your payment. Your payment is subject to the company's terms and conditions, and will be processed by the third party payment services provider in accordance with their standard terms.

(c) You will receive an email from us confirming your order. It is only at this point that a contract comes into existence between you and us.

(d) When a test involves a child under 18 years of age, only those who have parental responsibility for the child are able to give permission for the child's specimen sample to be used in the test.

2.3 We will provide you with an order number. We will assign an order number to your order and tell you what this is when the order is accepted. It will help us if you can provide your order number whenever you contact us about your order.

2.4 Changes to an order. If you need to make a change to an order, you will need to cancel the order in full and place a new order. See clause 8.1 below for information on when you are entitled to cancel your order.

2.5 Product availability. All products and services on our Website are subject to availability. We will inform you as soon as possible if the product(s) or service(s) ordered are not available or if we do not have capacity to fulfil your order within a reasonable period of time.

3. Price and payment

3.1 The price is shown on the Website. The price of the product or service will be the price indicated on the order pages when you place your order.

3.2 If the price is marked incorrectly. It is possible that, despite reasonable efforts, some of the products or services may be incorrectly priced on our Website. If we discover an error in the price of the products or services ordered, we will attempt to inform you of this error and give you the option of continuing to purchase the products or services at the correct price or cancelling your order. Where this is the case, we will not process your order until we receive your instructions as to whether you would like to proceed with, or cancel, your order. If we are unable to contact you using the contact details provided during the order process, your order will be treated as cancelled and we will notify you in writing. Please note that, if the pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we do not have to provide the products or services at the incorrect (lower) price and the contract may be cancelled.

3.3 How we take payment. Payments are made through and dealt with by a third-party payment services provider. For further details regarding their payment process, please see www.stripe.com/gb.

3.4 You must pay in full. All orders must be paid for in full at the time when you place the order.

3.5 Additional fee for late cancellation or non-attendance of sample collection appointments. In some instances, we will require you to make an appointment with us for us to collect a sample required for the testing you have ordered. If you cancel this appointment with less than 2 business days' notice, we will be entitled to charge you a

reasonable administrative fee and may end the contract (see Clause 8.2(b) for details). In such circumstances, we will refund you the price paid less an administrative fee of £20. A business day is defined as Monday – Saturday (excluding bank holidays).

4. Your responsibilities to provide correct information and adequate samples

4.1 You should only provide information to us where you are entitled to do so. Where you provide information, data or genetic material to us for the purpose of our provision of the testing products and services to you, you confirm that you are entitled to provide us with that information for that purpose. If you provide us with information, data or genetic material against the law (such as data protection law, confidentiality obligations or intellectual property law), and a third party brings a legal claim against us as a result of your unlawful actions, you will be fully responsible for the costs and losses that we incur.

4.2 You warrant that you have the legal right to order the test on behalf of those involved.

4.3 Make sure your information is correct. We will use the information you provide to us to supply the testing products and services to you. We will not be responsible for supplying the products or services late, not supplying any part of them, or inaccuracy or inconclusiveness in test results if this is caused by you not giving us the information we need (for example, if you provide an incorrect or incomplete test request form. You confirm that all information and details provided by you to us on registration on our Website are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time before submitting your order by sending an email to enquiries@londonallergyclinic.com.

4.4 You should take samples in accordance with instructions and provide the necessary consent. Where we require you to provide a sample, you must do so in accordance with the instructions that we provide and the identification and the appropriate consent required. If in our opinion, the sample is not adequate or there are doubts in relation to identification and consent the contract will be cancelled. In terms of the Human Tissue Act 2004, all parties taking part in a DNA test agree to the test and provide appropriate written consent for their DNA samples to be analysed. Any individual over the age of sixteen years must provide their own consent for their samples to be used in DNA testing. When DNA testing children under sixteen years of age, consent must be provided on their behalf by a parent or guardian with parental responsibility for the child. It is illegal to conduct a DNA test without appropriate consent. We will not be responsible for any loss or injury that you suffer as a result of your failure to follow these instructions.

4.4 You must notify us within 5 working days if you have not received a self-testing kit that you have ordered.

4.5 You should post your self-test sample promptly. Where you have ordered a self-testing kit, you should post your sample to the return address we notify to you on the same day you take the sample to give the best chance of full and accurate test results. You should consider always the possibility of delays due to weekends, bank holidays and postal strikes. We will not be responsible for supplying the testing products or services late, not supplying any part of them, or inaccuracy or inconclusiveness in the test results if this is caused by your failure to return your sample promptly or where a sample that you have posted has been delayed or lost in the post.

4.6 Samples must be sufficient. If you provide us with a sample that is insufficient, inadequate or inappropriate for us to carry out our analysis, you will need to provide a replacement sample. Where this is the case, you will need to provide a replacement sample at your cost. If you decline or fail to provide a sufficient and adequate replacement sample, we will be entitled to charge you a reasonable administrative fee and may end the contract (see Clause 8.2(b) for details). In such circumstances, we will refund you the price paid less a reasonable administrative fee. We will not be responsible for supplying the testing products or services late, not supplying any part of them, or inaccuracy or inconclusiveness in the test results if this is caused by you providing an insufficient, inadequate or inappropriate sample.

4.7 If we cannot process the sample where you are not at fault. Occasionally the laboratory is unable to test samples sent to them. For example, this may be because the sample has deteriorated, clotted, haemolysed or the sample has leaked in transit. If the laboratory cannot analyse the requested test (and this is not a result of your failure to take samples in accordance with our instructions, provide us with a sufficient and adequate sample or with any information that we require from you, or your failure to return the sample promptly to us), we will either send you another testing kit free of charge or issue you a refund.

5. Delivery

5.1 Delivery costs. The costs of delivery are included in the purchase price.

5.2 When we will provide the products and services.

(a) During the order process, we will let you know when we will provide the testing products to you.

(b) You will then provide a sample to us via the method specified during the order process (via post or via appointment).

(c) We will carry out our analysis and let you know the results of the test within the timeframe notified to you when we confirm your order.

5.3 We are not responsible for delays outside our control. If our supply of the testing product(s) or service(s) 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 delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract (see Clause 8 on "Cancellation" for more details).

5.4 Reasons we may suspend the supply of testing products or services to you. We may have to suspend the supply of a testing product or service to deal with technical problems or make minor technical changes, or update the product or service to reflect changes in relevant laws and regulatory requirements.

5.6 Your rights if we suspend the supply of testing products or services. We will contact you in advance to tell you we will be suspending supply of the testing product or service, unless the problem is urgent or an emergency. If we have to suspend the testing product or service, we will adjust the price so that you do not pay for product or service while they are suspended. You may also be able to end the contract (see Clause 8 on "Cancellation" for more details).

5.7 We may also suspend supply of the testing products or services if you do not pay. If you do not pay us for the testing products or service when you are supposed to, we may suspend supply of the products or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products or services.

6. How we provide our testing services.

6.1 Test results are for information purposes only. Interpretation by a qualified clinician is a service that we offer for an additional charge, and is not included automatically with the test purchase.

6.2 The test itself does not provide any comments on how to interpret your results or any other diagnostic advice.

6.3 You should not rely on the test alone to make any medical decisions. Tests and test results do have limitations and the result and/or associated report is provided in the context of the test ordered and the potential biomarker(s) analysed. They must never be relied on to provide a diagnosis, make a medical decision or start treatment without the advice of a doctor or appropriately qualified Healthcare Professional. If you have any concerns at all regarding any aspect of your health or your test results you should discuss them directly with a doctor.

7. Our responsibility for loss or damage suffered by you

7.1 Testing is subject to a degree of uncertainty. Whilst the testing that we undertake is highly accurate, and we take the utmost care in providing our services, as with any testing, there is an unavoidable possibility of error and percentage of uncertainty in the provision of test results. Tests may sometimes provide inconclusive results for a variety

of reasons, including the nature of the statistical analysis on which they are based. If you obtain a re-test from us or any third party, you may obtain a different result. This does not by itself indicate any test undertaken was faulty or inaccurate.

7.2 You are responsible for what you do. It is your decision on how to act based on our test results or other services. If you have any doubts or queries regarding the implications, accuracy or reliability of our test results, you should obtain advice from a suitably qualified professional and consider obtaining further tests to confirm. We will not be responsible for any loss or damage that you or any other person suffers as a result of anything you or any third party does, no matter how foreseeable or even if you have told us during the ordering process.

7.3 We are responsible to you for loss and damage directly caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that flows naturally from our breaking this contract or our failing to use reasonable care and skill. In any event we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

7.4 There are certain liabilities which cannot be excluded by law and nothing in these terms limits our liability where it is unlawful to do so. This includes liability for death or personal injury caused by our negligence, our fraud, or for breach of your statutory rights.

8 Cancellation

8.1 When you can cancel the contract

(a) Before the order is confirmed: You can cancel your order for any reason up until it has been accepted by us and you receive a confirmation email, by sending an email to enquiries@londonallergyclinic.com

(b) Where we are at fault: Where you are ending the contract for one of the reasons set out at (i) to (iv) below, the contract will end immediately and we will refund you in full for any products or services which have not been provided. You may also be entitled to compensation. The reasons are:

(i) we have told you about an upcoming change to the products or services or these terms, which you do not agree to;

(ii) we have told you about an error in the price or description of the products or services you have ordered and you do not wish to proceed;

(iii) there is a risk that supply of the products or services may be significantly delayed because of events outside our control or because we have informed you that we are suspending the supply of testing products or services; or

(iv) you have a legal right to end the contract because of something we have done wrong (including where the products provided are faulty or where we have failed to provide services with reasonable care or skill). We will pay the costs of return where this is the case or we will ask you to dispose of the product safely.

(c) Changing your mind within 14 days of order.

(i) For most products bought online, you have a legal right to change your mind within the 14 day 'cooling off period' following the date of order, and receive a refund. In such cases, you will be responsible for the costs of returning the product (where we pre-pay for the return, we will charge you for this cost).

(ii) However, these rights do not apply to products that you have unsealed or opened which is now not suitable for return due to health protection or hygiene reasons. Where you have ordered a self-testing service, we will only provide you with a refund where you have informed us that you have changed your mind and arranged for the unopened sample kit to be returned to us within the fourteen day "cooling off period".

(iii) We cannot refund tests that have already been taken or processed nor will we refund self-testing services where you have failed to return the sample kit to us within the 14-day period, in accordance with section 8.1(c)(ii) above.

(iv) However, these rights do not apply where you have asked for the services to be performed within the 14-day cooling off period. You will lose the right to change your mind within 14 days where you have confirmed that we should provide you with services within this 14-day period. In all other cases (if we are not at fault and there is no right for you to change your mind), you will not have a right to a refund.

(d) How we issue refunds. You agree that we may issue any part refunds on your card regardless of the method of payment used to make the initial payment. Alternatively, refunds can be made by bank transfer on provision of adequate proof of your bank account details.

(e) How you can cancel the contract. You can use the cancellation form provided in the appendix to these terms or by sending an email to enquiries@londonallergyclinic.com stating you wish to cancel and the reason therefore, together with your name, contact details and order number and the anticipated amount to be refunded.

8.2 When we can cancel the contract

(a) Where we are unable to fulfil an order: If, for any reason, we are unable to fulfil your order, the order will not be processed and we will inform you of this by email. If you have already paid for the order, we will arrange a refund of the full amount as soon as possible.

(b) Where you have failed to provide accurate information or an adequate sample, or failed to provide/withdrawn your consent (whether provided on our own behalf or on behalf of an individual under the age of 16) to processing the relevant personal data or sample, or to attend a sample collection appointment. We may end the contract at any time by writing to you:

(i) Where you do not provide us with the information (or accurate information) or an adequate sample; or fail to provide or withdraw your consent (whether provided on our own behalf or on behalf of an individual under the age of 16) to processing the relevant personal data or sample; you will be refunded any money you have paid in advance for the testing products and services that have not been provided, but deductions or charges may be made for reasonable compensation for the net costs incurred as a result of your breaking the contract.

(c) Where you fail to make required payments: We may end the contract at any time by writing to you where you fail to make a payment for the products and services in accordance with these terms. Where this is the case, you will be refunded any money you have paid in advance for the products and services that have not been provided, but deductions or charges may be made for reasonable compensation for the net costs incurred as a result of your breaking the contract.

9. Your legal rights

9.1 Your rights for faulty or misdescribed products

(a) By law, any goods supplied must be fit for purpose, of satisfactory quality, and as described (although the images of the products on the Website are for illustrative purposes only). Where the goods do not meet these standards, during the expected lifespan of the goods, you may have certain legal rights entitle you to the following (the time periods below will be shorter for perishable goods such as our self-testing sample kits):

(b) The applicable timeframe depend upon the goods in question. Given the perishable and sanitary nature of the products we provide, the expected lifespan of the goods is likely to be very short. However, please contact us if you have any queries.

9.2 Your rights for services that are not carried out with reasonable care and skill. Where we provide services to you (test analysis) and do not carry these services out with reasonable care or skill, you can ask us to repeat or fix the service or get some money back if we cannot fix it.

9.3 For detailed information on your legal rights, visit the Citizens Advice website (www.adviceguide.org.uk) or call 03454 04 05 06. Nothing in these terms will affect these legal rights.

10. How we will use your personal information

10.1 Our Privacy Policy <https://www.londonallergyclinic.com/general-9> sets out how we will use your personal information.

11. How to make a complaint

11.1 If you wish to make a complaint about an order or anything else, you can contact us at enquiries@londonallergyclinic.com.

12. Other important terms

12.1 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

12.2 Testing is carried out by our partner laboratory – Forensic Genomic Innovation Hub. UKAS accredited: 22765

12.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

12.4 If a court finds part of these terms 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.

12.5 Even if we delay enforcing these terms, they can still be enforced 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 the 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.

12.6 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.

12.7 The Allergy testing service we provide detects the presence of IgE antibodies. The cause of allergic reactions is complex and multifactorial, and the presence of IgE antibodies is just one indicator of whether a person may suffer allergic reactions. Tests for allergies are never conclusive. The test result provides a specific range of IgE levels, but it is not a clinical diagnosis and thus cannot be categorical as to whether a person is going to experience an allergic reaction. Please be aware that in the case of food allergies, there are many individual components within a food that may cause an allergic response. The food extract or molecular component tested within the product may not contain the chemical causing the allergy or the component may be in a different form.

12.8 The London Allergy Clinic strongly recommends that results are discussed with a doctor if an allergy is detected, and we provide this service if required.

APPENDIX:

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

To: The London Allergy Clinic, Broad House, 1 The Broadway, Hatfield AL9 5BG.

Tel: 0207 637 9711 Email: enquiries@londonallergyclinic.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]:

Ordered on [*/received on [*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

[*] Delete as appropriate