

## Terms & Conditions – Public Version

By accessing or using our services, you confirm that you accept these Terms & Conditions (“Terms”) and agree to comply with them. If you do not agree to these Terms, you must not use our services.

We recommend that you retain a copy of these Terms for your records.

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### 1. Orders and Contract Formation

#### 1.1 Acknowledgement of Order

Following submission of your order, you will receive an email acknowledging receipt and a payment link. This acknowledgement constitutes acceptance of your order.

#### 1.2 Inability to Accept Your Order

If we are unable to supply the services for reasons within our reasonable control, we will notify you by email and will not process your order. If payment has already been received, we will issue a full refund.

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### 2. Our Services

#### 2.1 Facilitation Services Only

We act solely as a facilitator. We do not perform, analyse, or process any tests. We arrange and coordinate the ordering of tests from independent laboratories (“Laboratories”).

#### 2.2 Accuracy and Reliability of Test Results

We do not accept responsibility for the accuracy, completeness, clarity, or reliability of any test results provided by the Laboratories. Any queries regarding test outcomes must be directed to the relevant Laboratory. We may, at our discretion, assist with communication, but we accept no liability for any act, omission, delay, or failure by a Laboratory.

#### 2.3 No Medical Advice

We do not provide medical advice, clinical recommendations, or interpretation of results. Test results must be reviewed by a suitably qualified healthcare professional. If required, we may provide access to a directory of independent practitioners and assist with facilitating contact, but:

- We do not endorse or recommend any practitioner.
- Any engagement with a practitioner is entirely separate from us.
- No contractual or clinical relationship exists between us and the patient for interpretation or advice.

## **2.4 Reasonable Care and Skill**

We warrant that the services will be performed with reasonable care and skill.

## **2.5 Time for Performance**

Any performance dates are estimates only and not of the essence. Delays caused by Laboratories, postal services, couriers, or other third parties do not entitle you to terminate the Contract or claim compensation.

## **2.6 Dispatch Timeframe**

We aim to dispatch test kits within five (5) business days of receiving cleared payment. This is an estimate only. Delays may occur due to factors outside our control. Such delays do not constitute a breach of contract.

## **2.7 Working Days**

We operate Monday to Thursday. Orders received Friday to Sunday are considered received on the next working day.

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## **3. Your Obligations**

### **3.1 Accuracy of Information**

Ensure that all information you provide is true, complete, and accurate in all material respects.

### **3.2 Compliance with Instructions**

Comply fully with all instructions for the collection, packaging, and submission of samples.

### **3.3 Use of Provided Materials**

Submit samples only in the containers and materials supplied, and in accordance with the instructions.

### **3.4 Return and Completion of Samples**

All samples must be collected strictly in accordance with the instructions provided with the test kit.

In most cases, the sample must be shipped by the courier on the same day the sample is taken to ensure viability and compliance with laboratory requirements.

You must notify the Colab Services Team at least twenty-four (24) hours in advance that your sample will be ready for collection so that courier collection can be arranged. Failure to provide this notice may result in delays or missed collections, for which we accept no liability.

Samples must be returned within the expiry period stated on the kit and, in all cases, no later than ten (10) weeks from the date of purchase.

Samples returned after this period cannot be processed.

If you fail to return your sample within the required timeframe, or fail to provide proper notice for courier collection:

- you are not entitled to any refund, whether in full or in part.
- no replacement kit will be issued unless purchased as a new order.

Refunds can only be issued where no sample has been returned and where the refund request is made within ten (10) weeks of the date of purchase. After this period, no refunds will be issued under any circumstances.

### **3.5 Adequate Postage and Packaging**

You must use all required courier labels, documentation, and packaging as supplied.

Failure to follow instructions may result in delays, rejection, or destruction of the sample by customs or other third parties.

We accept no liability for issues arising from failure to follow instructions.

Where inadequate postage, missing documentation, or customs charges arise due to your error, you may be required to reimburse us in full plus an administration fee of £35 + VAT.

### **3.6 Kit Care**

You must ensure the test kit is not damaged, lost, or destroyed. We may charge a replacement fee + VAT plus postage.

### **3.7 Consequences of Customer Default**

If your breach (“Customer Default”) delays or prevents performance:

- we may suspend services until corrected.
- we are not liable for resulting delays or losses.
- you must compensate us for resulting costs or liabilities.

### **3.8 Personal-Use Requirement**

The test kit and associated services are provided solely for the individual named on the order (“the Registered Individual”).

Only the Registered Individual is permitted to provide a sample for the test.

By submitting a sample, you confirm and warrant that the sample is your own and has not been provided by any other person.

Submitting a sample belonging to another individual:

- is strictly prohibited.

- constitutes a material breach of these Terms.
- invalidates the test and its results.
- disqualifies you from any refund or replacement.
- may require us to take appropriate action where legally required (e.g., fraud, safeguarding, or regulatory obligations).

We accept no responsibility for any consequences arising from the submission of a sample that does not belong to the Registered Individual.

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## **4. Third-Party Services and Couriers**

### **4.1 No Liability for Third Parties**

We use Third Parties including Laboratories, postal services, couriers, customs authorities, logistics providers, and payment processors.

You acknowledge that they operate independently and we have no control over their actions.

We are not responsible for:

- delays, losses, or damage caused by Third Parties.
- mis-deliveries, failed deliveries, or customs actions.
- samples being stopped, inspected, held, seized, or destroyed.
- customs processing times (0–90+ days);
- customs duties or handling fees.
- laboratory delays or inaccuracies.
- payment errors by financial service providers.

### **4.2 Risk During Transit**

All risk relating to the preparation, packaging, and transportation of samples remains with you.

Although we facilitate shipping, we have no control over Third Parties and accept no liability for their actions or failures.

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## 5. Payment

### 5.1 Payment in Advance

All payments must be made in advance. Orders are not confirmed until payment is received.

### 5.2 Payment Details

Payments must be made to:

Account Name: Colab Services Ltd

Account Number: 36722165

Sort Code: 09-01-29

### 5.3 Receipts

Receipts will be issued upon request within 10 days of receiving payment.

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## 6. Liability

### 6.1 Non-Excludable Liability

Nothing in these Terms limits liability where unlawful to do so, including liability for:

- death or personal injury caused by our negligence.
- fraud or fraudulent misrepresentation.

### 6.2 Exclusions and Limitations

Subject to clause 6.1, we shall not be liable for:

- delays or losses caused by Laboratories or Third Parties.
- inaccurate or unclear test results.
- loss of samples in transit.
- indirect, consequential, or economic losses.
- losses arising from your failure to comply with these Terms.
- delays outside our reasonable control.

Our total liability shall not exceed the amount paid by you for the services.

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## 7. Personal Data

We will process your personal data only in accordance with our Privacy Policy.

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