

Conditions of Sale and Service

You agree that by using the Covid-19 testing services you agree to and accept these terms and conditions (“ Terms”). These Terms will prevail over any other terms and conditions provided to you in relation to the test. These Terms form the basis of the contract which is between you and us (“the Contract”).

The testing services which are available include (“the Services”):

Polymerase Chain Reaction (PCR) Swab Test
Loop Mediated Isothermal Amplification (LAMP) Swab Test
Antigen Swab Test
Antibody Finger Prick Blood Test

THE TESTS & SAMPLING METHODS

Swab tests include PCR, LAMP and Antigen tests:

Collecting the sample will take approximately 3 minutes and will require one of our trained staff taking a sample from you, the sampling method will be lower to mid nasal cavity . The purpose of the test is to pick up the presence of the actual virus in the nose.

Antibody Finger Prick Blood test:

Collecting the sample will take approximately 5 minutes and will require one of our trained staff taking a small blood sample via finger prick. The purpose of this test is to pick up the presence of anti-bodies manufactured by the body in reaction to infection by Covid-19.

For tests taken in advance of flight departures we aim to provide results within the following estimated timescales.

- PCR – 48 hours
- LAMP – 90 -120 mins
- Antigen – 45 -60 mins
- Antibody – 45 -60 mins

These results timescales are not guaranteed and we do not accept any liability for any costs you may incur as a result of: a delayed test result, an inconclusive test result, a false positive/negative result or tests/results being damaged or lost.

A positive result indicates that the test has detected the presence of Covid-19 virus. A negative result means that the test has not detected evidence of the Covid-19 virus. Testing is a biological process involving significant complexity and variability, and consequently no testing regime for Covid-19 is 100% accurate in all cases. A negative result does not guarantee that the test subject is free of the Covid-19 virus, nor does a positive result guarantee that the test subject has active, infectious Covid-19. All testing is conducted on this basis.

Test results and any comments given by us on the results are for information only. They are not a clinical diagnosis. They are not a replacement for a full and proper medical investigation and/or a doctor's advice. Our comments are based solely on the results in relation to what are considered normal ranges in the general population. If you have any concerns at all regarding any aspect of your health or your test results you should discuss them directly with your GP or a doctor.

Based on the results of your test(s) we may advise that you purchase a follow-up test or that you seek follow up from your Primary Care Provider for further investigation or both. You agree that you are solely responsible for acting on such guidance, we accept no liability if you choose not to do so.

You are obliged to comply with the following guidelines
<https://www.cdc.gov/coronavirus/2019-ncov/travelers/>.

In order to book a test you must register and book on line at <https://www.collinsongroup.com/en/covid-19-testing/dallas-fort-worth-airport> and select the relevant test type you require. **By registering and using our Services, you acknowledge that the transmission of data over the internet is not entirely secure and you accept the risk that others may be able to access or intercept any information you provide for the use of our Services. This includes transmissions that are identified as secure or encrypted and may include health-related information.**

While accessing and using our Services, you agree that you will only use our Services in a lawful manner and will not use our Services for any use other than the purpose for which it was intended.

Individuals may sign up using one e-mail address for a group traveling together under the same profile. The service is subject to laboratory capacity, specially trained staff and stock availability.

By registering and accessing our Services, you confirm that:

- you are at least 18 years of age ;
- you will not allow any other person to use our Services under your identity, nor will you use misrepresent your identity, or otherwise disguise your identity;
- you are only using our Services for your own benefit and not for the purposes of providing our Services to others; and

that none the information you have provided through our Services any information that is inaccurate, false or incomplete to the best of your knowledge.

We offer these tests as a possible way of satisfying the differing requirements of various countries for negative Covid-19 test results prior to travelling to their territories. The tests can also potentially be used to shorten self-isolation periods applied by the government. However, please note you are solely responsible for determining that the test you are taking is suitable for your particular requirements, including whether any particular test satisfies the standards you are seeking to meet (whether for entry into any particular international destination, to comply with US legislation or the shortening of quarantine in your country of travel).

Whilst at the test center you agree to abide by the rules and policies implemented by the test center staff. We reserve the right to withdraw our services if 1) you do not conduct yourself in a reasonable manner, 2) you do not abide by the rules and policies or 3) if you fail to comply with the reasonable instructions of our test center staff. You are required to register your attendance with reception and complete any required documentation and pay prior to being tested. Test results will be available from the results desk at the testing centre and in your portal in line with the timescales above after you give your sample. If testing pre travel, you are responsible for ensuring you book a suitable slot and you arrive with enough time for the testing process to be completed in order for you to be able to check in for your flight on time.

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

We are not able to offer appointments to anyone under the age of 18 unless for children aged 14-18 the registration process is completed by their legal guardian and written consent is provided. For children aged 14 years old and under the registration process must be completed by their legal guardian and the legal guardian must attend the appointment. We are also not able to offer appointments in the following circumstances:

- If you have had a positive test for Covid-19 or developed any of the symptoms of Covid-19 within 10 days prior to their appointment. Symptoms include: a new, continuous cough; a fever (temperature over 37.8°C/100.04°F); loss of sense of taste or smell; or new flu-like symptoms (runny or blocked nose; sore throat; shortness of breath; muscle aches and pains; headaches; overwhelming tiredness).
- If your household members or other people you have been in contact with have had a positive Covid-19 test or developed the symptoms above in the 14 days prior to the appointment.
- If you have had contact with a confirmed positive case of Covid-19 in the 14 days prior to the appointment as confirmed by any government service, or other public health authority.
- You have returned from a country in the 14 days prior to their appointment, which requires a quarantine period under US government guidelines.
- You reside in an area/region which is subject to a local lockdown.
- If any of the above apply to you, please wait the appropriate time period, and we will be happy to book your appointment.

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

Unless as otherwise described in these Terms, all prices listed through our Services and otherwise on our websites exclude all sales taxes, fees, use taxes, charges, duties, levies, and other similar governmental charges imposed on the provision of the Services. All such governmental charges shall be borne solely by and paid by you.

OUR LIABILITY

To the extent permitted by applicable law, we, other members of our group of companies and all third parties connected to us hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity

2. Any liability for any direct, indirect or consequential loss or damage incurred in any circumstances including but not limited to: any issues experienced in relation to booking a test, non-availability of the testing services for any reason including but not limited to technology issues, the laboratory being unable to test your sample for any reason; test results not being made available to you within the stated turnaround time; tests or results being damaged or lost, inaccurate test results, you missing your flight or incurring any other loss as a result of any delay to our services, adverse or an inconclusive test result being returned, your failure to follow instructions provided to you in relation to sample collection or pre-sample preparation requirements, such as fasting; your failure to act upon our advice if we recommend that you seek medical advice or attention having taken a test; your failure to attend a pre-booked appointment; loss or damage that is not foreseeable.

3. Liability for events outside our control. This includes but is not limited to failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control. Our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. You may cancel the Contract if affected by an event outside our control which has continued for more than 30 days. To cancel, please contact us.

Our total liability to you resulting from the Contract is limited to the total value of the contract - meaning the price of the services you paid to us.

LIMITATION ON TIME TO FILE CLAIMS

Except to the extent prohibited by applicable law, any cause of action or claim you may have arising out of or relating to the Terms or our Services must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action or claim becomes permanently barred.

RIGHT TO VARY THESE TERMS

We may amend the Terms from time to time as required.

AVAILABILITY AND ACCESS TO OUR SERVICES

Access to our Services is permitted on a temporary basis. We may, temporarily or permanently, limit, suspend, or cancel your use or access to our Services or any part of it, at any time in our sole discretion, including if we determine that you have or are likely to breach the Terms.

OTHER IMPORTANT TERMS

We may transfer our rights and obligations under the Contract to another organization, but this will not affect your rights or our obligations under the Terms.

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

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

You accept that communication with us will mainly be electronic. You agree to this electronic means of communication and you acknowledge that all, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

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

How to make a complaint

If you are dissatisfied about the products or service that we have provided, you can raise a complaint with us by email at customerrelations@collinsongroup.com. Every effort will be made to resolve any customer dissatisfaction. We'll always aim to resolve complaints in a timely manner, normally within 5 working days, but if further investigation is required, you will be informed of this and kept up to date with progress. Once we have closed our investigation, we'll write to you to communicate our outcome.

Governing Law and Jurisdiction

The Services are operated by us from our offices within the United States of America (“USA”). In using the Services, you are required to provide us with your location including any state or territory and, as set out in the Terms, you are liable for the provision of accurate information including location and residency information. By using our Services, regardless of where you live or are located in the world, you consent to the Terms. Any claims relating to our Services will be governed by the laws of the State of Texas, excluding the application of its conflicts of law rules.

Please read this clause carefully, it requires you to arbitrate disputes with us and limits the manner in which you can seek relief from us. You agree that any claim arising out of or relating to these Terms, or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and take place in Texas. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You hereby agree to arbitrate solely on an individual basis, and that these Terms do not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

By agreement to these Terms and using our Services, you agree not to litigate disputes through a court, have a judge or jury decide the case, and participate in a class action or other proceeding involving multiple claimants, instead you have chosen to have all disputes decided through individual arbitration.