

The Doctors Laboratory Limited

Terms and Conditions for GBS Testing

Where to find information about us and our products

You can find everything you need to know about us, THE DOCTORS LABORATORY LIMITED (a company registered in England and Wales with company number 02201998) and our Group B Streptococcus (GBS) testing services on our website before you order your test. We also confirm the key information to you in writing after you place your order, by email.

When you buy from us you are agreeing that:

- [When we accept orders and timing of supply](#)
- [Instructions we provide](#)
- [We charge you when you place your order](#)
- [You will not own the self-collection kit](#)
- [We're not responsible for delays outside our control](#)
- [Self-collection kits can vary slightly from their pictures](#)
- [You're responsible for making sure you take your swabs in good time](#)
- [We charge you if you don't give us information we need](#)
- [Because you are purchasing our services online, you have a legal right to change your mind](#)
- [If there is a problem with the testing services \(or any part of them, including the self-collection kit\)](#)
- [We can change the services \(or any part of them, including the self-collection kit\) and these terms](#)
- [Your rights to make changes to the contract](#)
- [Ending the contract because of something we have done or are going to do](#)
- [We can suspend supply \(and you have rights if we do\)](#)
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- [We don't compensate you for all losses caused by us or our products](#)
- [We use your personal data as set out in our Privacy Notice](#)
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- [Other important terms apply to our contract](#)

1 When we accept orders and timing of supply

We contact you by email to confirm we've accepted your order. We normally dispatch the self-collection kit on the next working day after you place your order.

If there is any reason why we need to reject your order, we will let you know as soon as possible and refund any sums you have paid.

2 Instructions we provide

It is very important that you follow the instructions we provide with your self-collection kit, very closely. These instructions will explain how to take the swab samples from yourself, how to package the swab samples and how to send the swab samples off to our testing laboratory. The swabs are very sensitive and they are crucial to providing your results. Therefore, if you do not follow our instructions your results could be delayed or it may not be possible to process the testing services on your swabs.

3 We charge you when you place your order

- 3.1 The price of the testing services will be the price indicated on the order pages when you placed your order. The price includes VAT. We take all reasonable care to ensure that the price of the testing services advised to you is correct. However please contact us if you think there might be an error in the price of the testing services you order. You will find our details at clause 11.
- 3.2 The costs of delivery of the self-collection kits to you and the costs of postage of the completed swab samples to our testing laboratories, are included in the price you pay for the testing services, unless we have specified otherwise on our website.
- 3.3 Due to the nature of the services we are providing, you must pay the full amount for the testing services before we dispatch the self-collection kit to you. This is because:
 - 3.3.1 once you receive the self-collection kit, we cannot control when or whether you will use it to benefit from our services;
 - 3.3.2 once you send your completed swab samples to our testing laboratory, your swab samples will be processed automatically without further communication from us because swab samples must be tested within a certain amount of time after the swab sample is taken; and
 - 3.3.3 once your results are available they are automatically sent to you and, if applicable, your nominated healthcare professional.

4 You will not own the self-collection kit

- 4.1 You will not own the self-collection kit that is sent to you. The self-collection kit will remain our property that you are entitled to use (strictly in accordance with our instructions provided with the self-collection kit), to enable you to benefit from our testing services.
- 4.2 Although you will not own the self-collection kit, you will be responsible for its safekeeping from the time we deliver it to the address you gave us. You must take care not to damage the self-collection kit and in particular the sealed swabs that are contained within the self-collection kit. This is because the swabs are used to analyse whether or not you are carrying GBS and if their packaging is damaged, it may cause the results to be invalid.
- 4.3 The self-collection kit will be sealed for hygiene reasons. If for any reason the seal on the self-collection kit is already broken when you receive the self-collection kit, or the seal on any of the blister packs containing a swab is broken, please contact us and we will send you a replacement self-collection kit. You will find our details at clause 10.

5 We're not responsible for delays outside our control

- 5.1 We will use our reasonable efforts to provide the testing services, including your results, to you within the timescales stated on our website. Any indication on our website of timings of supply (we call this a "turnaround time") is for indication purposes only and we do not guarantee that you will receive your results within any time stated on our website. We also make this clear on our website.
- 5.2 If our supply of the services (including the self-collection kits, the laboratory testing and any certificates) is delayed by an event outside our control then we will contact you as soon as possible to let you know and do what we can to reduce the delay. Provided we do this, we won't compensate you for the delay, but you can contact our Customer Service Team: gbs@tdlpathology.com to end the contract and receive a refund for any services you have paid for but not received, less reasonable costs we have already incurred.

6 Self-collection kits can vary slightly from their pictures

- 6.1 If we have included images of the self-collection kit or the accompanying instructions on our website, these are for illustrative purposes only and the actual self-collection kit, its packaging or the instructions you receive might look different.

7 You're responsible for making sure you take your swabs in good time

You are responsible for ensuring that you order the services so that you will receive the self-collection kit in time to take the swabs and send them to us before you give birth. We will not be responsible where you have taken the swabs too late and subsequently give birth before we are able to send the results and we will not refund you for the services if that happens.

8 We charge you if you don't give us information we need

- 8.1 We will need certain information from you so that we can supply the testing services to you. We will ask for this information at the time when you order the testing services. If you do not give us this information when we ask for it, or if you give us incomplete or incorrect information, we may end the contract (and clause 14.3 will apply). We will not be responsible for supplying the services (or any part of them) 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.
- 8.2 We may share your information with third parties in the ways and for the purposes set out in our privacy policy which is available by clicking the link at clause 17. In some cases, we may be required by law or regulation to share information you provide to us, with third parties.

9 Because you are purchasing our services online, you have a legal right to change your mind

- 9.1 **Your legal right to change your mind.** You have a legal right to change your mind about purchasing the testing service within 14 days after we confirm acceptance of your order. and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.
- 9.2 **The deadline for changing your mind.** If you change your mind about our services you must let us know no later than 14 days after the day we confirm we have accepted your order. We are not obliged to send you the self-collection kit until that 14 day period has ended, unless you ask to start receiving the service straight away. If you do, then you can still change your mind during the 14 day period, but:
- 9.2.1 you will still be charged for any part of the services that we have provided to you before you told us you had changed your mind; and
- 9.2.2 if we complete the services then you will lose your right to change your mind.
- 9.3 **How to let us know.** To let us know you want to change your mind, contact our Customer Service Team at gbs@tdlpathology.com or fill in a print-out or PDF downloaded version of the Model Cancellation Form at <https://tdlgbs.com/media/tjrjip1n/tap4478-gbs-model-cancellation-form-final-14-03-2023.pdf> and post it to us at Level 10/TDL GBS at Home Testing Service, The Doctors Laboratory, The Halo Building, 1 Mabledon Place, London WC1H 9AX or email it to us at gbs@tdlpathology.com.
- 9.4 **Your refund if you change your mind.** If you change your mind or wish to end the contract for any reason within the 14 day change of mind period and we are not at fault, then what we will offer you will depend on when you decide you would like to end the contract:
- 9.4.1 before we dispatch the self-collection kit, we will provide you with a full refund; or
- 9.4.2 after we have dispatched the self-collection kit to you but before you have broken the hygiene seal on the outside of the self-collection kit box, you can change your

mind and can send the self-collection kit back to us for a partial refund. The refund will be the price you paid minus the delivery cost we incurred to send you the self-collection kit. We may ask you to return the self-collection kit to us and if we do, you will need to cover the costs of returning the self-collection kit to us. We refund you within 14 days of receiving the self-collection kit or receiving proof that you have sent it back to us;

9.4.3 after you have unsealed the hygiene seal on the outside of the self-collection kit box but before you send your completed swab samples to our laboratory for testing, you can cancel the services and claim a partial refund. The refund will be the price you paid minus the delivery cost we incurred to send the self-collection kit to you and the cost of the self-collection kit itself. We will refund you within 14 days of cancellation; or

9.4.4 if you change your mind after you have sent your completed swab samples to our laboratory, we may not be able to refund you. This is because we may have started testing them in our laboratory and we may not be able to interrupt that process once it has started. If you contact us before that point and we are able to cancel the services, you can claim a partial refund. The refund will be the price you paid minus the delivery cost we incurred to send you the self-collection kit, the cost of the self-collection kit, and (if applicable) the cost of the laboratory testing. We refund you within 14 days of cancellation.

9.5 **You have to return the self-collection kit at your own cost.** If you have exercised your right to change your mind and cancel the contract and we ask you to return the self-collection kit to us, you must return the unopened self-collection kit to us within 14 days of your telling us you have changed your mind. Returns are at your own cost and you must send the self-collection kit back to us at the UK address we ask you to send it to, using an established delivery service, taking reasonable care to ensure that the self-collection kit is not damaged in transit (for example, by packing it appropriately before sending it). You should keep a receipt or other evidence from the delivery service that proves you have sent it and when you sent it. If you don't do this and we don't receive the self-collection kit at all or within a reasonable time or the hygiene seal on the outside of the self-collection kit box is broken, we may not refund you the price of the self-collection kit. We will let you know if we reduce your refund, or if no refund is due.

9.6 **We only refund standard delivery costs.** We don't refund any extra you have paid for express delivery or delivery at a particular time.

9.7 **How we refund you.** We refund you by the method you used for payment. We don't charge a fee for the refund.

10 **If there is a problem with the testing services (or any part of them, including the self-collection kit)**

If you think there is something wrong with our testing services (including the self-collection kit), you must contact our Customer Service Team: gbs@tdlpathology.com.

The Consumer Rights Act 2015 says you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it. Remember too that [You have several options for resolving disputes with us](#).

11 We can change the services (or any part of them, including the self-collection kit) and these terms

11.1 Changes we can always make. We can always change the testing services (including the self-collection kits):

11.1.1 to reflect changes in relevant laws and regulatory requirements. For example, the contents of a self-collection kit might vary slightly;

11.1.2 to make minor technical adjustments and improvements, for example to address a security threat. These are changes that will not affect your use of the services.

11.2 Changes we can only make if we give you notice and an option to end the contract. We can also make more significant changes to the services or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team: gbs@tdlpathology.com to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

12 Your rights to make changes to the contract

12.1 If you wish to make a change to the services you have ordered please contact our Customer Service Team: gbs@tdlpathology.com. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, the timing of supply (we call this a "turnaround time") or anything else which would be necessary as a result of your requested change. We will also ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

13 Ending the contract because of something we have done or are going to do

13.1 If you are ending a contract for a reason set out at 13.1.1 to 13.1.4 below, the contract will end immediately and we will refund you in full for any services which you have paid for but which have not been provided and you may also be entitled to compensation. The reasons are:

13.1.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 11.2);

13.1.2 there is a risk that supply of the services may be delayed because of events outside our control (see clause 5.2);

- 13.1.3 we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one week; or
 - 13.1.4 you have a legal right to end the contract because of something we have done wrong.
- 13.2 How to end the contract with us. To end the contract with us, please let us know by contacting our Customer Service Team: gbs@tdlpathology.com. Please provide your name, details of your order, your email address and a telephone number we can contact you on.

14 We can suspend supply (and you have rights if we do)

14.1 We can suspend the supply of our services. We do this to:

- 14.1.1 deal with technical problems or make minor technical changes;
 - 14.1.2 update the services (or any part of them, including the self-collection kit) to reflect changes in relevant laws and regulatory requirements; or
 - 14.1.3 make changes to the services (or any part of them, including the self-collection kit) (see [We can change products and these terms](#)).
- 14.2 **We will let you know, may adjust the price and may allow you to end the contract.** We will contact you in advance to tell you we're suspending supply of the services, unless the problem is urgent or an emergency. If we suspend the services, or tell you we're going to suspend the services, for more than one week you can contact our Customer Service Team: gbs@tdlpathology.com to end the contract and we'll refund any sums you've paid in advance for services you won't receive.
- 14.3 **You must compensate us if you break the contract.** If we end the contract because you have not done something which you were required to do under the contract then we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you a reasonable sum as compensation for the net costs we will incur as a result of your breaking the contract.

15 We may withdraw the services

We may write to you to let you know that we are going to stop providing the GBS testing services. We will let you know at least 14 days in advance of our stopping the supply of the services, so that you can complete your swab samples and send it to our testing laboratory, before then. If you would prefer to end the contract where we let you know that we are going to stop providing the services, you must let us know within the notice period we have provided and you may need to send any self-collection kit you receive or have received back to us. Please follow the procedure at clause 9.3, and will refund any sums you have paid in advance for services which will not be provided.

16 We don't compensate you for all losses caused by us or our products

16.1 We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

16.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

16.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in clause 5.2.

16.1.3 **Avoidable.** Something you could have avoided by taking reasonable action.

16.1.4 **A business loss.** It relates to your use of the services for the purposes of your trade, business, craft or profession.

16.2 **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:

16.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

16.2.2 fraud or fraudulent misrepresentation;

16.2.3 breach of your legal rights in relation to the services; and

16.2.4 for defective products under the Consumer Protection Act 1987.

16.3 **When we will not be liable for losses suffered by you.** Subject to clause 16.2, we will not be liable for losses suffered by you that arise because:

16.3.1 you have provided incomplete, incorrect or inaccurate information that we reasonably require you to provide when you order the testing services;

16.3.2 you have not followed the instructions that we provide with the self-collection kit, instructing you how to:

(a) take the swab samples from yourself;

(b) package the completed swab samples ready to send to our testing laboratory; and

(c) send the completed swab samples to our testing laboratory (including any relevant timeframes);

(d) you receive an "inconclusive result". This means that we have run the test on your sample(s) but the test has returned no result. This cannot be helped and is nobody's fault. Factors that can cause inconclusive results include (but are not limited to):

- (i) failure of a technical process at the laboratory;
- (ii) presence of viral DNA on the swab sample, but not enough to trigger a 'positive result' in line with laboratory processes;
- (iii) leakage of viral transport medium (a clear liquid contained in some sample collection tubes);
- (iv) you not taking the sample using the swab properly, in accordance with our instructions,

If you receive an inconclusive result, we will offer you a replacement self-collection kit, free of charge but we will not be liable to you for any losses you may suffer as a result;

- 16.3.3 you fail to use the self-collection kit before the stated expiry date (provided the self-collection kit lasts a reasonable length of time before expiry); or
- 16.3.4 you have ordered the wrong type of test or no longer need the test for any reason. You are responsible for ensuring you order the correct testing service for your purposes.

17 We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice, please visit: <https://tdlgbs.com/privacy-notices/>.

18 You have several options for resolving disputes with us

- 18.1 **Our complaints policy.** Our Customer Service Team at: gbs@tdlpathology.com will do their best to resolve any problems you have with us or our GBS testing services. Please address your complaint to either Cyril Taylor, Director of Compliance, or Annette Wilkinson, Director of Service. For further information on how we manage complaints and queries about the GBS testing service, please visit: <https://tdlgbs.com/complaints-procedure/>.
- 18.2 **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

19 Other important terms apply to our contract

- 19.1 **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact our Customer Service Team: gbs@tdlpathology.com to end the contract within one

week of us telling you about it and we will refund you any payments you've made in advance for services not provided.

- 19.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We are unlikely to agree to this for GBS testing services as the services rely on the information you give us about your pregnancy and your nominated healthcare professional when you order the services. It would therefore be very difficult, in most cases to transfer your rights to receive the services to another person.
- 19.3 **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 19.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of the terms in this contract are unlawful, the rest will continue to apply.