

General Wellness Terms and Conditions – Online Test Products (UK)

1: These terms

1.1 What these terms cover

These are the terms and conditions on which Newcastle Premier Health Limited (trading as NPH Group) supplies online test products and related services to you.

1.2. Definitions

- We/Us/Our: Newcastle Premier Health Limited (trading as NPH Group).
- You/Your: the person placing an order as a consumer.
- Online Store: shop.nph-group.co.uk.
- Test Products: the tests we sell for home use, which may include:

- o Self-test (Lateral Flow) Tests: tests performed by you at home (no laboratory return).
- o Return-to-lab Blood Tests: tests requiring you to collect a sample at home and return it to a laboratory.
- o Return-to-lab Pharmacogenomic (PGx) Tests: saliva/DNA sample collection requiring return to a laboratory.

Collection Kit: any kit, device, lancets, tubes, cards, packaging and instructions supplied to enable sample collection.

- Testing Services: services associated with Test Products, which may include supply of a Collection Kit, sample processing, and making results available.
- Partners: third parties involved in fulfilment, including Hurdle (formerly Chronomics) (laboratory fulfilment for PGx) and Signigene (PGx reporting platform).

1.3 Why you should read them

Please read these terms carefully before placing an order. These terms tell you who we are, how we supply Test Products/Testing Services to you, your responsibilities, how you and we may change or end the contract, what to do if there is a problem and other important information.

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 (company number 08684877). Registered office: Victory House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW.

2.2 How to contact us

Email: info@nph-group.co.uk.

2.3 How we may contact you

We may contact you by email, telephone, or post using the details you provide. You are responsible for checking your inbox (including spam/junk folders).

2.4 "Writing" includes emails

When we use the words "writing" or "written" in these terms, this includes emails.

3. Eligibility and acceptable use

3.1 Age and responsible adult requirement

You must be 18 or over to purchase Test Products. Purchases must be made by a responsible adult for their own personal use.

3.2 Following instructions

You must follow all instructions provided with the Test Product/Collection Kit. Incorrect collection, storage, packaging, or return may lead to an invalid sample or inability to provide results.

3.3 Safety, postal, and legal restrictions

You must not return a sample if doing so would breach any applicable safety instructions, postal/courier restrictions, or legal requirements.

3.4 Territory

We supply Test Products for delivery within the UK only.

4. Our contract with you

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 If we cannot accept your order

If we are unable to accept your order, we will inform you and will not charge you (or we will refund you if you have already paid). This might be because the Test Product is out of stock, because we are unable to deliver to your chosen address, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price.

4.3 Your order number

We will assign an order number to your order and tell you what it is when we accept your order.

5. Test Products and Testing Services

5.1 What is included

What you receive depends on the Test Product ordered and will be set out in your order confirmation.

5.2 Self-test (Lateral Flow) Tests

Self-test products are performed by you at home and are not returned to a laboratory. Unless expressly stated, we do not receive or process samples for self-tests.

5.3 Return-to-lab Blood Tests

Return-to-lab blood tests generally include:

- supply of a blood Collection Kit;
- processing of your returned sample by a laboratory; and
- making results available to you.

5.4 Return-to-lab PGx tests

Return-to-lab PGx tests generally include:

- supply of a saliva/DNA Collection Kit;
- laboratory processing (fulfilled by Hurdle (formerly Chronomics)); and
- provision of PGx reporting via Signigene's platform on our behalf.

5.5 Turnaround times

- Blood tests: results are typically available within 1–3 weeks from the time your order has been received and processed by the laboratory.
- PGx tests: results are typically available within 3–4 weeks from the date the laboratory batch is processed.
- Batch processing (PGx): PGx processing will only take place once a minimum number of tests are ready to be processed. This means there may be a delay between your order date (or sample return date) and the date your sample is processed.
- Any other turnaround times will be stated at the point of purchase or in your order confirmation.

5.6 Delivery of Collection Kits

Delivery costs and methods are shown at checkout. Collection Kits may vary slightly from images shown online.

5.7 Returning your sample

Where a return-to-lab test is purchased, you must return your sample in accordance with the instructions provided. You are responsible for the cost of a return.

5.8 Delays outside our control

We are not responsible for delays caused by events outside our control, including delays caused by postal or courier services. We will take reasonable steps to minimise the impact of delays where possible.

5.9 Invalid, insufficient or compromised samples

If a sample is invalid, insufficient, leaked, contaminated, or otherwise cannot be processed due to failure to follow instructions or delays/conditions in transit outside our control, we may be unable to provide results.

6. Results, information and medical disclaimer

6.1 General information only

Any information provided at the point of purchase, within results, or via customer support is for general guidance only and is not a substitute for professional medical advice, diagnosis, or treatment.

6.2 Do not delay seeking medical advice

If you feel unwell or have symptoms or concerns, you should contact your GP or an appropriate healthcare professional and must not delay seeking advice while waiting for results.

6.3 No guarantee of outcomes

A normal result does not rule out underlying conditions. Test Products have limitations and may be affected by collection method, timing, handling, and other factors.

7. Price and payment

7.1 Where to find the price

The price (including VAT where applicable) will be the price indicated at checkout when you placed your order.

7.2 When you must pay and how you must pay

You must pay for the Test Product/Testing Services before we dispatch any Collection Kit. Your card will be charged at the time of order.

7.3 Third-party payment options

We may offer access to third-party payment options at checkout (for example, PayPal or Klarna). Any such arrangements are between you and the third-party provider and are subject to their terms.

8. Your rights to end the contract

8.1 You can always end your contract with us

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, and when you decide to end the contract.

8.2 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 below, the contract will end immediately, and we will refund you in full for any Testing Services which have not been incurred. Please note that where we (or our Partners) have already started processing steps for return-to-lab tests, we may deduct a reasonable amount to reflect the Testing Services already provided.

The reasons are:

- We have told you about an error in the price or description of what you ordered, and you do not wish to proceed;
- There is a risk that the supply of the Testing Services may be significantly delayed because of events outside our control (see clause 5.8);
- We have suspended the supply of the Testing Services for technical reasons, and this materially impacts your use of the Testing Services.

8.3 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 this section.

8.4 How long do I have to change my mind?

You have 14 days after the day we email you to confirm we accept your order.

However, because many of our Test Products involve sealed Collection Kits and/or time-sensitive Testing Services, the following rules apply:

- Sealed Collection Kits: if a Collection Kit is sealed for health protection or hygiene reasons and you break the seal after delivery, you may lose your right to cancel in relation to that Collection Kit.
- Return-to-lab Testing Services: once we (or our Partners) have started providing the Testing Services (for example, dispatching a Collection Kit, registering a kit, receiving a sample, or beginning laboratory processing), you may lose the right to cancel and/or you must pay for the Testing Services provided up to the time you tell us you have changed your mind.
- Results made available: once results are made available to you via a platform, the Testing Services will be treated as completed and you cannot change your mind.

8.5 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. If you want to end the contract before it is completed, contact us. We will refund any sums paid for Testing Services not incurred, but we may deduct reasonable compensation for the net costs we will incur because of your ending the contract.

NPH Group | Victory House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW

Phone: 0191 605 3140 | **Fax:** 0191 284 1942 | **Email:** info@nph-group.co.uk

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract

To end the contract with us, please contact us by email at info@nph-group.co.uk with your name, address, order details and (where available) your phone number.

9.2 Requesting a refund

Where a refund is due, we will confirm the process to you. If you are exercising your right to change your mind, you must tell us within the time limits in clause 8.4.

9.3 How we will refund you

We will refund you by the method you used for payment. We may make deductions from the refund as described in these terms.

9.4 When your refund will be made

We will make any refunds due to you as soon as possible and, in any event, within 14 days of agreeing that a refund is due.

10. Our rights to end the contract

We may end the contract for the Test Products/Testing Services at any time by writing to you if you break it, including where you do not make payment when it is due or you do not follow sample collection/return instructions such that we cannot process your sample.

11. If there is a problem

If you have questions or complaints, contact us at info@nph-group.co.uk with your order number.

12. Our responsibility for loss or damage

12.1 We are responsible to you for foreseeable loss and damage caused by us

Subject to clauses 12.2–12.4, 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.

12.2 We do not exclude or limit in any way our liability where it would be unlawful to do so

Nothing in these terms limits liability where it would be unlawful to do so, including for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or breach of your

statutory rights.

12.3 We are not liable for business losses

We only supply the Test Products/Testing Services for domestic and private use for purchases from <http://shop.nph-group.co.uk>. If you use them 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.

12.4 Our liability to you for certain losses is limited

Subject to clause 12.2, our total liability to you shall not exceed 125% of the price paid for the relevant Test Product/Testing Services.

13. Personal data

We will only use your personal data as set out in our Privacy Policy.

14. Other important terms

14.1 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.

14.2 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.

14.3 Nobody else has any rights under this

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

14.4 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.

14.5 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 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 later.

14.6 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 Test Products/Testing Services in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in either the Northern Irish or the English courts.

Schedule 1 – Model cancellation form:

(Complete and return an email with this information only, if you wish to withdraw from the contract)

To: Newcastle Premier Health Limited (trading as NPH Group), Victory House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW I

/We hereby give notice that I/We cancel my/our contract for the supply of the following ,

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:

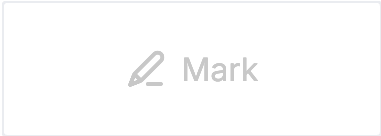
[*] Delete as appropriate

Print name:

Position:

Date:

Mark Philpott, Chief Executive Officer (CEO)



NPH Group | Victory House, Balliol Business Park, Newcastle upon Tyne, NE12 8EW
Phone: 0191 605 3140 | **Fax:** 0191 284 1942 | **Email:** info@nph-group.co.uk