

PLEASE HAVE PARTICULAR REGARD TO THE INDEMNITY YOU ARE BEING REQUIRED TO GIVE AT CLAUSE 5.4 OF THESE TERMS BELOW.

We, Queen's University Belfast of University Road, Belfast BT7 1NN ARC 360 have been given permission to test certain individuals ("**Testing**") for SARS-CoV2-19 ("**Covid-19**") at the Whitla Hall on our campus ("**Facility**").

In referring to "you" for the purposes of these Terms, we are referring to you as the individual who wishes to book a place for Testing of yourself using this booking system.

AGREED TERMS

1. INTERPRETATION

1.1 In addition to the defined terms included throughout this Agreement, the following definitions and rules of interpretation apply in this Agreement.

1.1.1 Clause headings shall not affect the interpretation of this Agreement.

1.1.2 Any reference to a "clause" in this Agreement is, unless the context otherwise requires, a reference to a clause of this Agreement.

1.1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.1.6 A reference to **this Agreement** or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

1.1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. TESTING

2.1 You acknowledge that we have agreed standard operating procedures (the "**SOP**") with The Secretary of State for Health and Social Care (the "**DHSC**") for performance of the Testing at the Facility.

2.2 In putting yourself forward for Testing, you shall at all times follow our instructions take all steps necessary to facilitate our ability to comply in full with our obligations under our agreement with the DHSC and the SOP which governs the Testing.

2.3 Notwithstanding that you may have made a booking for Testing, our ability to perform the Testing is at all times subject to the provision of testing kits, and personal protection equipment by the DHSC.

- 2.4 For the avoidance of doubt, we have the right:
- 2.4.1 to deny you entry to the Facility if you are displaying symptoms of Covid-19 regardless of any booking appointment that you may have;
 - 2.4.2 to deny you access to the Facility for Testing, regardless of any booking appointment that you may have, if you are not in our reasonable opinion:
 - (a) someone who is permitted to avail of Testing at the Facility;
 - (b) able to verify your identity or your status as someone entitled to avail of Testing at the Facility.

3. DATA PROTECTION

- 3.1 We will process your personal data under or in connection with the Testing.
- 3.2 You acknowledge that the DHSC will also process your personal data under or in connection with this Agreement.
- 3.3 We will be a controller in respect of the information that we processes under or connection with this Agreement (including in arranging your attendance at the Facility).
- 3.4 The DHSC shall be the controller, inter alia, in respect of any personal data processed through the NHS Test and Trace digital system.
- 3.5 Where we submit any data to the NHS Test and Trace digital system, we will do so on an anonymised basis (using bar codes as set out in the SOP). For the avoidance of doubt, your test results will not be disclosed to anyone else. Any notification of the results of the Testing to you will not be carried out under this Agreement but will be carried out in accordance with the applicable NHS Test & Trace processes.
- 3.6 We will comply with our obligations under the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as applicable in the UK) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).
- 3.7 By presenting yourself for Testing you are confirming to us that you are not under the age of 18.

4. FREEDOM OF INFORMATION ACT

- 4.1 You acknowledge that we have obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, as does the DHSC.

5. LIABILITY

- 5.1 We expressly exclude liability for loss of data, profits, business, goodwill or anticipated savings, and all other indirect or consequential loss or damages suffered or incurred by you under or in connection with this Agreement.
- 5.2 You acknowledge that we have entered into the agreement regarding Testing with the DHSC on a not-for-profit basis and we are not seeking reimbursement from you of the costs incurred for your Testing. Accordingly, subject to clause 5.3, our total

liability to you under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall in no circumstances exceed £1.

5.3 Nothing in this clause 5 shall limit or exclude either party's liability for:

5.3.1 death or personal injury or damage to property caused by negligence on the part of a party or its employees, contractors or agents; or

5.3.2 any matter in respect of which it would be unlawful for a party to exclude or restrict liability.

5.4 IN CONSIDERATION OF OUR AGREEMENT NOT TO CHARGE OR SEEK REIMBURSEMENT OF COSTS FROM YOU IN RELATION TO YOUR TESTING, YOU AGREE TO INDEMNIFY US AND OUR EMPLOYEES, AGENTS AND SUBCONTRACTS IN RESPECT OF ANY AND ALL LIABILITIES, COSTS, EXPENSES, DAMAGES AND LOSSES INCLUDING LEGAL AND PROFESSIONAL COSTS AND EXPENSES (CALCULATED ON A FULL INDEMNITY BASIS) ARISING FROM THE PROVISION OF TESTING TO YOU AT THE FACILITY. SUCH INDEMNITY SHALL COVER ANY CLAIM, COUNTERCLAIM, CAUSE OR RIGHT OF ACTION, LIABILITY, OR PROCEEDINGS, OF WHATSOEVER NATURE AND HOWSOEVER ARISING, IN ANY JURISDICTION, WHETHER IN TORT, CONTRACT, EQUITY, WHETHER OF A CIVIL OR PUBLIC LAW NATURE.

5.5 The indemnity in this clause 5 shall survive termination of this Agreement in whole or in part.

6. CHANGE IN APPLICABLE LAW OR GUIDANCE

6.1 Neither party shall be liable to the other party for any delay in performing, or failure to perform, its obligations under this Agreement (other than a payment of money) to the extent that such delay or failure is a result of changes in applicable law and/or government guidance which mean that the Testing cannot be carried out (in all material respects) without such laws and/or government guidance being breached, or if we can demonstrate that despite all reasonable endeavours we are unable to secure non-Covid-19 infected staff (including sub-contractor staff) to provide the Testing due to the levels of Covid-19 infections in the population of the United Kingdom.

6.2 Notwithstanding the foregoing, we shall use all reasonable endeavours to continue to perform our obligations under this Agreement to the extent possible (in accordance with applicable laws and guidance), which may include only providing part of the Testing.

7. GENERAL

7.1 Save for the DHSC, no one other than a party to this Agreement shall have any right to enforce any of its terms.

7.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 7.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 7.4 If there is any conflict between the terms of this Agreement and the terms of our contract with the DHSC, the latter shall take precedence.
- 7.5 If any part of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, it must be read as if that part was removed from this Agreement as much as required and rendered ineffective as far as possible without affecting the rest of this Agreement, whether its valid or enforceable.
- 7.6 No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and is signed by each of the parties to this Agreement.
- 7.7 This Agreement is personal to the parties and neither party shall be permitted to assign or otherwise transfer its rights or obligations under this Agreement.
- 7.8 No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 7.9 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

8. GOVERNING LAW & JURISDICTION

- 8.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.
- 8.2 Each party irrevocably agrees that the courts of Northern Ireland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).