

THE ANIMAL HEALTH TRUST

TERMS & CONDITIONS FOR DIAGNOSTIC LABORATORY SERVICES

This page details the terms and conditions on which we supply the testing services listed on our Website www.aht.org.uk/diagnostics

Please read these terms and conditions carefully before ordering any services from us via the submission form, phone or any other agreed method. You should understand that by ordering any of our services you agree to be bound by these terms and conditions.

We reserve the right to amend these terms and conditions at any time and without notice. You should check the AHT Website from time to time to review the terms and conditions in their most up to date form.

1. INTRODUCTION

- 1.1 The Animal Health Trust ("AHT") is a Registered Charity in England (Registered Charity Number 209642) whose Registered Office is at Lanwades Park, Kentford, Newmarket, Suffolk, CB8 7UU.
- 1.2 As part of its charitable activities, AHT offers a variety of diagnostic laboratory services ("Diagnostic Laboratory Tests") to veterinary professionals whereby biological samples from animals ("Samples") are analysed and the results ("Results") returned to the veterinary professional who submitted the samples.
- 1.3 AHT may employ any person, trust or firm as its agent or sub-contractor to perform all or any of its obligations or duties under these terms and conditions provided that, where a test is sub-contracted this will be indicated with the Results.

2. YOUR STATUS

- 2.1 By placing an order for a Diagnostic Laboratory Test you warrant that:
 - 2.1.1 You are a registered MRCVS and/or a registered veterinary practice or veterinary diagnostic laboratory;
 - 2.1.3 You are the veterinary professional appropriately authorised to purchase the Diagnostic Laboratory Tests in relation to the animal from which the Sample

was taken; and

- 2.1.4 You have obtained all relevant consents or permissions required to provide Samples, have the Diagnostic Laboratory Tests carried out, receive Results and grant permission to AHT as set out in clause 6.
- 2.1.5 The details for the animal included on any submission form completed in accordance with clause 0 or clause 3.4 are accurate and the Sample(s) supplied has been obtained from the same animal.

3. HOW THE ORDER PROCESS WORKS

- 3.1 In order to analyse a Sample(s) you must first complete the relevant form available for download from http://www.aht.org.uk/cms-display/diag_submission.html

All personal information provided to AHT will be collected, used and stored in accordance with the AHT's Privacy Policy, which can be found on the AHT website.

- 3.2 The Sample should be of appropriate type for the Diagnostic Laboratory Tests requested and should be submitted in the manner as recommended by AHT. Sample recommendations are listed in the Price List.

- 3.3 Samples should be returned to the AHT at the address below:

Diagnostic Laboratory Services
Animal Health Trust
Lanwades Park
Kentford
Newmarket
Suffolk
CB8 7UU

- 3.4 The receipt of a Sample does not constitute acceptance of your order for Diagnostic Laboratory Tests by AHT. On receipt of a Sample, AHT shall determine whether the Sample is suitable for performing the Diagnostic Laboratory Test for which it was supplied. AHT is under no obligation to carry

out the Diagnostic Laboratory Tests, if in the opinion of the AHT, the Sample is of unsatisfactory quality, or for any other reason.

- 3.5 On completion of the Diagnostic Laboratory Tests, the Results will be sent to you either by post, fax or mail. **Results will not be supplied by telephone.** Time for performance of the Diagnostic Laboratory Tests and the provision of Results shall not be of the essence and AHT shall be in no way liable in the event that the Results are not received within this timeframe. Where multiple Samples are received at the same time AHT is under no obligation to send the Results together.

4. PRICE

- 4.1 The price of any Diagnostic Laboratory Test will be as listed in the current Price List.
- 4.2 These prices exclude VAT, which, where applicable, will be added to the price at the prevailing rate.
- 4.3 The AHT has the right to review the Price List from time to time.
- 4.4 A current Price List is available on request from the AHT. This can be obtained by emailing diagnostics@aht.org.uk or by telephoning the department on +44 (0)1638 552993.

5. PAYMENT

- 5.1 Where payment is agreed to be on a monthly basis following receipt of an itemised invoice, payment shall be made within 30 days of the date of the invoice ("the Payment Date").
- 5.2 Interest may be charged on any amount remaining unpaid 30 days after the Payment Date. Interest will run at 2 percent above the base rate of National Westminster Bank from time to time.
- 5.3 Where payment is overdue, AHT reserves the right to suspend the issue of results or testing of Samples received.
- 5.4 Where AHT employs the services of a debt recovery agency AHT shall be entitled

to recover from you a standard charge to cover these costs. Details of this charge are available upon request.

6. USE OF SAMPLES AND INFORMATION

- 6.1 By sending a Sample to AHT you transfer ownership of the Sample to AHT with effect from receipt by AHT and consent to the use of the Sample by AHT with regards to its ongoing research into animal health and diseases ("Research"), whether a Diagnostic Test is performed or not.
- 6.2 You hereby agree to indemnify the AHT against any claims by a third party against AHT that a Sample has been used without the necessary consents or permissions having first been obtained from all necessary parties.
- 6.3 The results of any Research may be published on an anonymous basis.
- 6.4 If you would prefer for your Sample not to be used by the AHT laboratories anonymously (purpose including disease surveillance, ongoing test monitoring and improvement, and test development) please check the tick box on the sample submission form.

7. LIABILITY

- 7.1 AHT hereby excludes all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, whether in tort (including without limitation negligence), contract or otherwise (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, or contracts) where no Diagnostic Laboratory Tests are performed.
- 7.2 Where Diagnostic Tests are performed AHT shall only be liable for any direct loss arising out of a claim in contract, tort (including negligence) or otherwise. The extent of such liability shall be strictly limited to any amount paid by you in respect of the relevant Diagnostic Laboratory Tests.
- 7.3 Nothing in this clause 7 shall exclude the AHT's liability for death or personal injury to persons caused by negligence or for fraud or fraudulent misrepresentation.

8. FORCE MAJEURE

8.1 AHT will not be liable for any failure to perform that is caused by events outside its reasonable control, including but not limited to industrial action, civil commotion, riot, terror threat, fire, explosion, storm, flood, earthquake, pandemic, natural disaster, impossibility of use of transportation or impossibility of use of communications networks ("Force Majeure Event").

8.2 AHT's performance shall be deemed to be suspended for the period that the Force Majeure Event continues, and the AHT shall have an extension of time for performance for the duration of that period. The AHT will use reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which its obligations may be performed despite the Force Majeure Event.

9. WAIVER

9.1 If AHT fail at any time to insist upon strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

10. SEVERABILITY

10.1 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11. ENTIRE AGREEMENT

11.1 These terms and conditions constitute the whole agreement between the parties, and supersede all previous agreements between the parties relating to its subject matter.

11.2 You acknowledge and agree that by accepting these terms and conditions you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

12. GOVERNING LAW AND JURISDICTION

12.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.