

# **THE ANIMAL HEALTH TRUST TERMS & CONDITIONS FOR AHT DNA TESTING SERVICES**



## **THE ANIMAL HEALTH TRUST TERMS & CONDITIONS FOR DIAGNOSTIC SERVICES**

This page tells you the terms and conditions on which we supply the testing services listed on our Website ([www.ahtdnatesting.co.uk](http://www.ahtdnatesting.co.uk)) to you. Please read these terms and conditions carefully before ordering any services from us, via our Website, by phone or any other 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 this 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 service, AHT offers a variety of diagnostic and profiling services ("Diagnostic Tests") to animal owners, breeders and veterinary professionals whereby samples are analysed and the results ("Results") returned to the owner, breeder or 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 this agreement provided that, where a test is sub-contracted this will be indicated in the Results.

### **2. YOUR STATUS**

- 2.1 By placing an order for a Diagnostic Test through the Website or otherwise, you warrant that:
  - 2.1.1 You are legally capable of entering into binding contracts; and
  - 2.1.2 You are at least 18 years of age;
  - 2.1.3 You are either the owner of the animal from which the Sample has been taken an appropriately authorised agent acting on behalf of the owner from which the Sample has been taken or a veterinary professional appropriately authorised to purchase the Diagnostic 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 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 3.1 or clause 3.4 are accurate and the Sample supplied is taken from the same animal.

### **3. HOW THE ORDER PROCESS WORKS**

**3.1 For samples submitted as cheek swabs:** In order to analyse a Sample you must first request from AHT a diagnostic sampling kit ("the Kit") by completing the relevant form on the AHT website ([www.ahtdnatesting.co.uk](http://www.ahtdnatesting.co.uk)) ("the Website"). All personal information provided by you to AHT will be collected, used and stored in accordance with AHT's Privacy Policy available here.

**3.2 For samples submitted as cheek swabs:** As part of the process of requesting a diagnostic sampling kit from the Website you will be required to pay for the Diagnostic Test. Once payment has been confirmed a Kit will be sent to you at the address supplied. The AHT will use reasonable efforts to send a Kit within 2 working days. Use of the Kit is subject to these terms and conditions.

**3.3 For samples submitted as cheek swabs:** The relevant Kit will be sent to you with all necessary information required for its use. Once a Sample has been collected it should be returned to the AHT at the address below:

Genetic Services  
Animal Health Trust  
Lanwades Park  
Kentford  
Newmarket  
Suffolk  
CB8 7UU  
United Kingdom

**3.4 For samples submitted as a blood sample:** In order to analyse a Sample you must first complete the relevant form on the AHT website ([www.ahtdnatesting.co.uk](http://www.ahtdnatesting.co.uk)). All personal information provided to AHT will be collected, used and stored in accordance with the AHT's Privacy Policy as specified in Clause 3.1.

**3.5 For samples submitted as a blood sample:** as part of the process of requesting a Diagnostic Test from the AHT website ([www.ahtdnatesting.co.uk](http://www.ahtdnatesting.co.uk)), you will be required to pay for the Diagnostic test. The sample should be a minimum of 2 mls of blood in an EDTA tube

clearly labelled with the name of the dog and name of the owner or agent exactly as completed on the form submitted to the website.

**3.6 For samples submitted as a blood sample:** samples should be returned to the AHT at the address below:

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

**3.7 For samples submitted as cheek swabs:** Only Samples collected using the Kit supplied by the AHT will be tested.

**3.8** The receipt of a Sample does not constitute acceptance of your order for Diagnostic Tests by AHT. On receipt of a Sample, AHT shall determine whether the Sample is suitable for performing the Diagnostic Test for which it was supplied. AHT is under no obligation to carry out the Diagnostic Tests, if in the opinion of the AHT the Sample is of unsatisfactory quality, or for any other reason.

**3.9** On completion of the Diagnostic 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 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 Tests will be as quoted on the Website from time to time, except in cases of obvious error.

4.2 These prices exclude VAT, which, where applicable, will be added to the price at the prevailing rate.

4.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already carried out the Diagnostics Tests and/or sent you a confirmatory Email.

#### **5. PAYMENT**

- 5.1 Unless otherwise agreed between you and AHT, payment shall be made by credit or debit card at the time of placing an order for a Diagnostic Test in accordance with clause 3.1.
- 5.2 AHT shall have no obligation to commence the Diagnostic Tests until payment has been received in full.
- 5.3 Where AHT does not carry out the Diagnostic Tests in accordance with clause 3.5 and where payment has been received a refund of any fees previously paid minus reasonable costs for the Kit and its postage shall be issued within 7 working days.
- 5.4 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”).
- 5.5 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.
- 5.6 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 will be published on an anonymous basis.
- 6.4 The results may be sent to the Kennel Club and other registration authorities or breed clubs at their request and may be published by them.
- 6.5 If you would prefer for your Sample not to be used in our ongoing research please uncheck the tick box on step 4 of the order process.

## **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, in connection with the provision of the Kit where no Diagnostic 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 Tests.

7.3 Nothing in this clause 7 shall exclude the AHT's liability for death or personal injury 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, 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.

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