

THE ANIMAL HEALTH TRUST

TERMS & CONDITIONS FOR GENETIC SERVICES

This page tells you the terms and conditions on which we supply the testing services listed on our website (www.ahtdnatesting.co.uk) to you. Please read these terms and conditions carefully before ordering any services from us, via our website or by phone. You should understand that by placing an order with us, you agree to be legally bound by these terms. If you do not agree to these terms, you should not order any supply testing services from us.

1 INTRODUCTION

- 1.1 We are the Animal Health Trust ("**AHT**") a registered charity in England (Registered Charity Number 209642) and our registered office is at Lanwades Park, Kentford, Newmarket, Suffolk, CB8 7UU. The parties to the contract formed under clause 3.2 below will be AHT and you.
- 1.2 As part of our service, AHT offers a variety of diagnostic and profiling services ("**Diagnostic Tests**") to animal owners, breeders and veterinary professionals where samples are analysed and the results ("**Results**") returned to you.
- 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 promise 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 have obtained all relevant consents or permissions required to provide Samples, have the Diagnostic Tests carried out, receive the Results and grant the permission to AHT as set out in clause **Error! Reference source not found.**; and
 - 2.1.4 the details for the animal included on any submission form completed in accordance with clause 5 are accurate and the Sample supplied is taken from the same animal.

3 HOW THE CONTRACT IS FORMED BETWEEN US

- 3.1 **Acknowledgement of an order:** After you submit an order via our website, we will send you an order acknowledgement by email, acknowledging receipt of your order and setting out details of the Diagnostic Test(s) you have ordered. Completion of the online check-out process and our email acknowledgement is **not** an acceptance of your order. Your order constitutes an offer from you to us to buy a Diagnostic Test.
- 3.2 **Acceptance of your order:** Acceptance of your order for Diagnostic Test(s) and the formation of a contract between us will take place when you have received an order confirmation/acceptance email from us; or when we dispatch the relevant Diagnostic Test(s) to you. The contract will relate to only those Diagnostic Test(s) that we have confirmed in the order confirmation/acceptance.

3.3 A contract will **not** be formed between us if we have notified you that we do not accept your order, or if you have cancelled your order in accordance with our cancellation and return policy before we accepted your order.

3.4 **Non-acceptance of your order:** We may not be able to accept your order (or part of it) for one or more of the following reasons:

3.4.1 the Diagnostic Test(s) no longer being in stock or the Diagnostic Test(s) are no longer available;

3.4.2 the identification of a pricing or other error in the order (even if we have already sent you an order confirmation);

3.4.3 your payment in respect of the order is not authorised by your card issuer or is otherwise rejected/not accepted; or

3.4.4 you fail our anti-fraud, credit or security checks.

4 PAYMENT

4.1 You must pay for the Diagnostic Test(s) using the available payment methods stated on our website before we will dispatch the Diagnostic Tests.

4.2 AHT shall not commence the Diagnostic Tests until cleared payment has been received in full.

4.3 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 HOW THE TESTING WORKS

5.1 During the order process, you will be informed of how to provide the relevant sample to us for the Diagnostic Tests to be carried out. The require associated with each method are set out in clauses 5.2– 5.3 below.

5.2 For samples submitted as cheek swabs:

The relevant Diagnostic Test 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 our address **Genetic Services, Animal Health Trust Lanwades Park Kentford, Newmarket, Suffolk, CB8 7UU, United Kingdom.**

Only samples collected using the Diagnostic Test kit supplied by AHT will be tested.

5.3 For samples submitted as a blood sample:

The sample should be a minimum of 2 mls of blood in an EDTA tube clearly labelled with the name of the animal and name of the owner or agent exactly as completed on the form submitted to the website when you ordered the Diagnostic Test. Samples should then be returned to AHT at our address set out above.

5.4 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 a full refund will be given.

5.5 On completion of the Diagnostic Tests, the Results will be sent to you either by post or email. Results will not be supplied by telephone.

5.6 We expect that the Results will be available within 10 working days following receipt of the Sample, but we cannot guarantee a particular response time. We will not be liable to you if providing the Results takes longer than this. This does not affect the legal rights you have if we fail to provide the results in a reasonable time.

5.7 Where multiple Samples are received at the same time, we may not send the results together.

6 CANCELLATIONS

6.1 **Your rights to cancel for any reason:** If you have ordered from our website you may at any time cancel the order at any time before it is accepted by us.

6.2 You can cancel your order at any time until fourteen (14) calendar days from the day after the date on which the Diagnostic Test kit has been delivered to you (or if applicable, after the last Diagnostic Test kit is delivered to you if you ordered Diagnostic Tests under the same order but they are delivered separately).

6.3 In each case you will receive a refund of any price paid for the Diagnostic Test(s) and any applicable standard delivery charges (but not enhanced or premium return delivery) in accordance with clause 8 below.

6.4 You may cancel your order at any time by emailing us at dnatesting@aht.org.uk or by completing our cancellation form. If you email us to cancel your order, or send your cancellation by post, then your cancellation is effective from the date you emailed or posted the cancellation to us.

7 IF YOU CHANGE YOUR MIND

7.1 If for whatever reason you change your mind and would like to return all or any part of your order, you have the right to cancel your order within the periods specified at clause 6 above. You must also have sent back the unused Diagnostic Test(s) without undue delay and, in any case, no later than 14 calendar days after the day on which you notified us of the cancellation. The Diagnostic Test(s) must be returned in its original packaging and you must take reasonable care of it. If you do not comply with this, we may not refund or cancel your order, or make a reduction in any refund in accordance with applicable law.

7.2 **Missing, damaged or incorrect orders:** We do everything we can to ensure that your Diagnostic Test(s) arrive at your delivery address in a complete and pristine condition. If you do not receive all of the Diagnostic Test(s) you order, or you believe that your order may have been lost please email dnatesting@aht.org.uk.

7.3 Please note that if you do not contact us promptly (and within 30 days of your order acknowledgment email) if you believe your order is missing, damaged or incorrect we may be unable to assist you.

8 RETURNING A DIAGNOSTIC TEST

8.1 **How to tell us that you want to return a Diagnostic Test:** if you wish to return a Diagnostic Test(s) please email us at dnatesting@aht.org.uk

8.2 **How to return a Diagnostic Test to us:** You can return a Diagnostic Test to us by post. Please supply us with your proof of purchase and we strongly suggest that you use secure packaging and an insured/tracked delivery method and retain the associated tracking details as the Diagnostic Test(s) will be your responsibility until they have been received by us.

8.3 **Cost of returning a Diagnostic Test:** Unless you are returning a faulty Diagnostic Test (or because you are entitled to reject the Diagnostic Test(s) for any other reason under the Consumer Rights Act 2015), the cost of the return will be at your expense.

8.4 **Refund of original delivery charges**

Where you return a Diagnostic Test(s) to us because it is faulty (or you reject the Diagnostic Test(s) for any other reason under the Consumer Rights Act 2015), we will also refund the original delivery charges.

Where you cancel the order for any other reason, if we charged you for delivery on your original order, this will be deducted from your refund in accordance with applicable law if the Diagnostic Test(s) have been dispatched to you.

9 **REFUNDS**

9.1 You will be notified by email of any refund (including as a result of a cancellation of your order) within a reasonable time period).

9.2 Refunds will usually be made using the same means as the original payment method. We aim to process refunds as soon as reasonably practical and no later than 14 days after the day on which we receive the returned Diagnostic Test or (where we have not yet dispatched the goods to you) 14 days after the day on which you informed us of the cancellation.

10 **USE OF SAMPLES AND INFORMATION**

10.1 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 (and any information held by AHT about the animal it originated from) by AHT and its research partners for their ongoing research into animal health and diseases ("**Research**"), whether a Diagnostic Test is performed or not.

10.2 You hereby agree to compensate us fully 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.

10.3 If you chose this option during the checkout process, the Results will be sent to the Kennel Club and other registration authorities or breed clubs at their request and may be published by them. A list of organisations receiving results can be found on the AHT website.

10.4 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.

11 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

11.1 You will have statutory rights in relation to products that are faulty, damaged or not as described, these statutory rights are not affected by these terms.

11.2 **We are responsible to you for foreseeable loss and damage caused by us.** 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, but we are not responsible for any loss or damage if it is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or of, at the time was contract was made, both we and you knew it might happen, for example if you discussed it with us during the sales process.

11.3 **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 death and personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the Diagnostic Test(s).

11.4 **We are not liable for business losses.** If you use the Diagnostic Test(s) for any commercial, business, or re-sale purpose we will have no liability for any loss of profit, loss of business, business interruption or loss of business opportunity.

12 DATA PROTECTION

12.1 This clause only applies where you are collecting/providing to us a Sample on behalf of the animal's owner.

12.2 Although applicable law ultimately determines status, the parties are of the view that each of them is an independent data controller of any personal data shared between them in connection with the Diagnostic Tests. If any personal data is disclosed by you to AHT in connection with the Diagnostic Tests, you shall ensure that:

12.2.1 the personal data is disclosed using a valid lawful basis provided for in the data protection legislation; and

12.2.2 you have provided the necessary fair processing information to the relevant data subjects, such that AHT does not need to provide any additional fair processing information to those data subjects before AHT's use of the personal data complies with applicable law.

13 GOVERNING LAW AND JURISDICTION

13.1 These terms shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the English courts, except that:

13.1.1 if you live in Scotland you can bring legal proceedings in either the Scottish or English Courts; and

13.1.2 if you live in Northern Ireland you can bring legal proceedings in respect of the Diagnostic Test(s) in either the Northern Irish or English Courts.

13.2 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to submit the dispute for online resolution to the [European Commission Online Dispute Resolution Platform](#).

CANCELLATION FORM

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

Date:.....

I hereby give notice that I cancel my contract for the following:.....

Ordered on:.....

Name of consumer(s).....

Address of consumer(s).....

Signature:.....