

# LAB SERVICES

## Terms and Conditions

### 1. Basis of contract

- 1.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 1.2. The Order shall only be deemed to be accepted when Lab Services commences performance of the Services in accordance with these Conditions at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 1.3. Any samples, drawings, descriptive matter or advertising issued by Lab Services, and any descriptions or illustrations contained in Lab Services' catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 1.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.5. Any quotation given by Lab Services shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

### 2. Supply of Services

- 2.1. Lab Services shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 2.2. Lab Services shall use all reasonable endeavours to meet any published turnaround time specified in the Price List, but any such dates shall be estimates only, are based on full working days and time shall not be of the essence for performance of the Services. Where Services are delayed beyond the published turnaround time, Lab Services will inform you by sending an updated report by email or telephone and will provide an updated turnaround time. Turnaround times are calculated from when a specimen arrives in the laboratory.
- 2.3. Specimens delivered to the laboratory by mail or courier after 14:30 on weekdays or 10:30 on Saturdays will not be processed until the next Business Day. Specimens hand-delivered to the laboratory after 14:30 on weekdays or 10:30 on Saturdays will not be processed until the next Business Day.



2.4. Lab Services reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.

2.5. Lab Services warrants to the Customer that the Services will be provided using reasonable care and skill.

### 3. Customer's obligations

3.1. The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Specification are complete and accurate and all necessary information required for completing a test is recorded on the Order. In particular, where specimens are at high risk for zoonotic organisms;
- (b) ensure that specimens are adequately labelled to maintain specimen integrity. This must contain, at a minimum, the patient name or ID, species, and sample date. Unlabelled specimens are at risk of rejection or delayed processing;
- (c) ensure that specimens are packed to comply with transport regulations. Guidance on specimen packaging is available here: <https://www.gov.uk/government/publications/carriage-of-dangerous-goods-guidance-note-17>;
- (d) ensure that packages are secured and that the contents do not leak, that specimen tubes are not grossly contaminated, that they do not contain needles or sharps, and that they contain the correct paperwork;
- (e) ensure that the specimen tubes are not out of date. Lab Services will inform you where expired tubes have been submitted and advise a resample;
- (f) ensure that specimens arrive before the specimen cut-off times as found in the Price List;
- (g) co-operate with Lab Services in all matters relating to the Services;
- (h) provide Lab Services with such information as Lab Services may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.

3.2. If Lab Services' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, Lab Services shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the



performance of any of its obligations in each case to the extent the Customer Default prevents or delays Lab Services' performance of any of its obligations;

- (b) Lab Services shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Lab Services' failure or delay to perform any of its obligations as set out in this clause 3.2; and
- (c) the Customer shall reimburse Lab Services on written demand for any costs or losses sustained or incurred by Lab Services arising directly or indirectly from the Customer Default.

3.3. Lab Services reserves the right to:

- (a) refuse or discard specimens where the specimens submitted are damaged, of poor quality, contaminated, outside of specimen cut-off times, or do not meet the sample volume requirements listed in the Price List;
- (b) refuse or discard specimens that it considers unacceptable risks to laboratory employees. In such cases, the Customer will be informed by telephone, and appropriate advice will be given;
- (c) retain residual material or isolates from specimens submitted for diagnostic testing for laboratory quality assurance, research and development purposes, in line with the retention periods listed in Schedule 1;
- (d) reject requests to send specimens to specific third parties or locations, such as other specific clinics or external laboratories. Where Lab Services agrees to send a specimen to a third party or location, it is not responsible for any damage or loss of the specimen. Lab Services reserves the right to charge a handling fee for such services;
- (e) refuse or reject specimens which arrive without an Order Form. Specimens that arrive at Lab Services on a Saturday without an Order Form will only be processed by Lab Services if possible to avoid critical specimen deterioration. Customers will not be informed in advance, and all other non-critical specimens will be dispatched to the preferred laboratory as usual.

**4. Changing a Test Request**

4.1. Add-on tests

Customer must submit requests for add-on tests to [lab@labservices.uk.com](mailto:lab@labservices.uk.com). Lab Services will acknowledge the request and inform the Customer if the add-on test can be run. An add-on test cannot proceed if the residual specimen volume is insufficient or unsuitable for the requested test.

4.2. Holding a test request



Customer can request that Lab Services places the Services on hold, but specimens will not be processed beyond the specimen cut-off times. Customer will not be notified in advance that specimens are scheduled for discard.

Where the veterinary practice details have been omitted from the Order Form, Lab Services will make reasonable efforts to trace practices. Services will be placed 'on hold' until the practice name is provided.

#### 4.3. Cancelling a request

All Services can be cancelled without charge, provided the test procedure is not already in progress. All requests for Services cancellations must be submitted to [lab@labservices.uk.com](mailto:lab@labservices.uk.com). Lab Services will acknowledge the request and inform the customer if the Service can be cancelled.

### 5. Closures and Unavailable Services

5.1. Information on any changes to specimen collections and deliveries over holiday periods or other laboratory closures will be available on the laboratory website at <https://www.labservicesltd.com/documents/xmas-hours-23.pdf>

5.2. If Lab Services cannot deliver the Services on-site, for example, if there is an equipment failure, specimens may be dispatched promptly to the most suitable referral laboratory. Lab Services will inform the Customer by email or phone, and provide the expected turnaround time.

### 6. Prices and payment

6.1. The Prices for the Services shall be calculated on a time and materials basis:

- (a) the Prices shall be calculated in accordance with Lab Services' daily fee rates, as set out in its current Price List;
- (b) Lab Services' daily fee rates for each individual are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) Lab Services shall be entitled to charge an overtime rate as defined in any quotation provided by Lab Services on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 6.1(b); and
- (d) Lab Services shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Lab Services engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Lab Services for the performance of the Services, and for the cost of any materials.



- 6.2. Lab Services reserves the right to increase the Prices on an annual basis and reserves the right to alter Prices without notice.
- 6.3. Lab Services shall invoice the Customer monthly in arrears.
- 6.4. The Customer shall pay each invoice submitted by Lab Services:
- (a) within 30 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by Lab Services, and
- time for payment shall be of the essence of the Contract.
- 6.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Lab Services to the Customer, the Customer shall, on receipt of a valid VAT invoice from Lab Services, pay to Lab Services such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.6. If the Customer fails to make a payment due to Lab Services under the Contract by the due date, then, without limiting Lab Services' remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 6.7. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Data protection**

- 7.1. Your privacy is important to Lab Services and it undertakes to operate in accordance with applicable data protection laws. In order to be able to provide the Services, the Customer will be required to share with Lab Services certain personal data which could include a name, phone number, address, and billing method. Lab Services may contact Customer by post, phone, text or electronic means to advise Customer of outstanding accounts, test status updates, and test results.
- 7.2. Lab Services may also share some of your personal data with other entities in our group and our investors as part of the administration of our business, or with others, but only to the extent necessary, such as in the event that we refer your test to another laboratory as described above in order to provide you with the Services you asked of us when it is in our legitimate interest to do



so (for example, when engaging debt collectors) or when we are required to share this information to comply with the law.

- 7.3. By asking Lab Services to provide Customer with the Services, Customer agrees to the application of Lab Services' Privacy Policy, and consents to how Lab Services processes and handle its personal data. Please read the full version of our Privacy Policy here: <https://www.labservicesltd.com/documents/privacy-0823.pdf>. Feel free to contact us using the methods described in our Privacy Policy if you have any questions.

## **8. Limitation of liability**

- 8.1. References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 8.3. Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.
- 8.4. Nothing in the Contract limits any liability which cannot legally be limited, including[but not limited to liability for:
- (a) death or personal injury caused by negligence;
  - (b) fraud or fraudulent misrepresentation; and
  - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 8.5. Subject to clause 8.2 (No limitation in respect of deliberate default), and clause 8.4 (Liabilities which cannot legally be limited), Lab Services' total liability to the Customer for all loss or damage shall not exceed £2,500.
- 8.6. Subject clause 8.2 (No limitation in respect of deliberate default), clause 8.3 (No limitation of customer's payment obligations) and clause 8.4 (Liabilities which cannot legally be limited), this clause 8.6 sets out the types of loss that are wholly excluded:
- (a) loss of profits.
  - (b) loss of sales or business.
  - (c) loss of agreements or contracts.
  - (d) loss of anticipated savings.
  - (e) loss of or damage to goodwill; and



(f) indirect or consequential loss.

8.7. Lab Services has given commitments as to compliance of the Services with relevant specifications in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

8.8. Unless the Customer notifies Lab Services that it intends to make a claim in respect of an event within the notice period, Lab Services shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.9. This clause 8 shall survive termination of the Contract.

## 9. General

9.1. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### 9.2. Assignment and other dealings.

- (a) Lab Services may at any time assign, subcontract, delegate or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

### 9.3. Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3; and



- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

**9.4. Entire agreement.**

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

**9.5. Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**9.6. Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**9.7. Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision or part-provision of this Contract deleted under this clause 9.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**9.8. Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to [lab@labservices.uk.com](mailto:lab@labservices.uk.com).





- (b) Any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.8(b) (iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 9.8 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

### 9.9. Third party rights.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 9.10. Complaints

Lab Services is committed to providing an exceptional standard of service. We realise, however, that things can sometimes go wrong, and there may be occasions when you feel your expectations were not met. If this happens, we want to hear about it so that we can try to put things right.

A copy of our Complaints Policy is available at: <https://www.labservicesltd.com/documents/complaints.pdf>

**9.11. Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

**9.12. Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 10. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

### 10.1. Definitions:

**1. Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business other than in respect of routine in-house Haematology, Biochemistry and Microbiology only for which Saturday is also considered a Business Day.



2. **Prices:** the prices or fees payable by the Customer for the supply of the Services in accordance with clause 6.
  3. **Commencement Date:** has the meaning given in clause 1.2.
  4. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 9.5.
  5. **Contract:** the contract between Lab Services and the Customer for the supply of Services in accordance with these Conditions.
  6. **Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.
  7. **Customer:** the person or firm who purchases Services from Lab Services.
  8. **Customer Default:** has the meaning set out in clause 3.2.
  9. **Deliverables:** the deliverables set out in the Order produced by Lab Services for the Customer.
  10. **Lab Services:** Lab Services Limited registered in England and Wales with company number 03171375 and registered address at First Floor, Hyde, 38 Clarendon Road, Watford, England, WD17 1HZ with its trading address at Unit 8, Mowat Industrial Estate, Sandown Rd, Watford, WD24 7UY.
  11. **Order:** the Customer's order for Services as set out in the Customer's Order Form, or the Customer's written acceptance of a quotation by Lab Services, as the case may be.
  12. **Order Form:** the relevant test request form to be completed by the Customer, as located on Lab Services' website.
  13. **Price List:** the current price list at the date of the Contract displayed on Lab Services' website.
  14. **Services:** the services, including the Deliverables, supplied by Lab Services to the Customer as set out in the Specification.
  15. **Specification:** the description or specification of the Services provided by Lab Services to the Customer.
- 10.2. Interpretation:
- (a) Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:
    - (i) is a reference to it as amended, extended or re-enacted from time to time; and
    - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
  - (b) 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.



(c) A reference to **writing** or **written** includes email but not fax.



### Schedule 1 – Processed Specimens Retention Periods

Lab Services will retain Processed Specimens as follows:

<b>Specimen Type</b>	<b>Retention Period</b>
Residual Serum	2 weeks
Stained Cytology	12 months
Residual extracted nucleic acid (PCR)	1 week
All other specimens	1 week

