Terms and Conditions

The following terms and conditions are the terms on which NationWide Laboratories ("NWL"; a trading business of National Veterinary Services Ltd.) provides services and supersedes all other terms and conditions relating to those services. No variation or addition is effective unless NWL has made written agreement

1. Definitions and interpretation

In these Terms and Conditions:- "this Agreement" means the contract between NWL and the Client for the supply of the Services, incorporating these Terms and Conditions; "Client" means the person or organisation to whom NWL has agreed to provide Services; "Group" in respect of any company, means such company, its subsidiaries and holding companies and the subsidiaries of such holding companies ("holding company" and "subsidiary" having the meanings given in the Companies Act 1985); "Sample" means a sample provided by the Client to NWL for investigation; "Services" means the conduct of the Tests specified in the Laboratory Request Form submitted by the Client and accepted by NWL, and/or such other services as NWL has agreed to supply to the Client; "NWL" means NationWide Laboratories A trading business of National Veterinary Services Ltd. or such other member of its Group as has agreed to provide the Services; "Test" means a laboratory test agreed to be carried out by NWL on a Sample supplied by the Client.

2. Price and payment

2.1 The price for the conduct of the Services shall, unless otherwise agreed, be as specified in written quotation or in NWL's published Laboratory Price List or appropriate addendum current at the time the Services are requested. The price payable for the Services is the net price (after deduction of any discounts) and is exclusive of all taxes, duties and any other impositions whatsoever, which if applicable shall be paid by the Client in addition to the price. Any other charges stated separately from the price are payable by the Client at the same time, and shall be treated as part of the price. VAT is payable on laboratory services.

2.2 Invoices are normally issued on a monthly basis, but NWL reserves the right to issue them more frequently. Generally, invoices will be issued only for tests and services that have been completed, however, in certain circumstances, NWL may charge proportionally for partly completed service requests. Invoices are subject to a minimum charge of £10.00.

2.3 Invoices are payable without set-off (credit charges and settlement discounts excepted) within 30 days from the date of issue. Invoices maybe subject to a credit charge which may be deducted if payment is made by the date shown on the invoice. At NWL's option interest may be charged on late payment at a rate of 5% over the base rate. Invoices paid from outside the UK must be paid by either direct bank transfer or by cheque drawn on a UK branch. All payments shall be made in pounds sterling.

2.4 Should payment not be made by the due date NWL reserves the right to suspend the provision of all services until payment is received.

3. Services

3.1 NWL will provide the Services with reasonable care and skill and in accordance with its operational quality assurance standards. Should an occasion arise where NWL fails to provide its services in such a manner, NWL's obligations and the Client's exclusive remedies shall be limited to NWL, at its option: Re-performing the relevant Services; or (b) Refunding to the Client the proportion of the charges reasonably attributable to the defective Services.

3.2 The Client shall provide NWL with such information as NWL may reasonably be expected to require concerning the Samples supplied by the Client and the persons from whom they were taken to enable NWL to conduct the Tests and to report thereon. NWL will accept no responsibility for any error or defect in a Test or the report thereon consequent upon any inaccuracies in or omissions from such information supplied by the Client or for any consequences of such errors or defects. No warranty is given that the Services are appropriate or sufficient for the Client's intended purposes (whether or not known to NWL).

3.3 Whilst every effort is made to achieve the turn-around times quoted by NWL for the conduct of Tests, no warranty or guarantee is given that such turn-around times which are given by way of estimate will be achieved in any particular instance.

3.4 Upon completion of a Test any related surplus Sample may be destroyed or disposed of by NWL or used for method development, validation or quality assessment unless otherwise indicated by written agreement. Following the completion of requested tests, NWL assumes ownership of surplus sample and responsibility for proper disposal.

4. Cancellation/Change request

Where a request is made by the client to cancel or substantially alter a requested Service, NWL reserves the right to charge for reasonable costs incurred in the receipt and processing of the sample up to the point at which the notification to cancel or change is received. If the test has already been completed before receipt of the cancellation request, the client is liable for the normal listed price of the Service. Cancellation and change requests should be made in writing (and faxed or e-mailed).

5. Liability

5.1 Subject at all times to paragraph 5.3 and whether or not NWL has been advised of the possibility of such loss, NWL shall not be liable in respect of the Services in contract, tort or otherwise howsoever arising from any claim, damage, loss or costs in respect of: (i) any direct loss of profit; (ii) any direct loss of anticipated savings; or (iii) any indirect or consequential loss or damage howsoever caused (directly or indirectly by the provision of the Services or of any defect or error therein, or of the performance, non-performance or delayed performance of the Services) including without limitation, any indirect loss of profit, loss of anticipated profit including loss of profit on contracts, loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation; and/or loss of data.

5.2 To the extent not covered by any other limitations the maximum liability of NWL to the Client under or in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall be £100,000 less any sums paid by NWL to any client of the Client or other third party in satisfaction of a liability arising out of the same facts and circumstances.

5.3 The limitations in this paragraph shall only apply where permitted under applicable law. In particular, NWL does not limit its liability to the Client for human death or personal injury caused by its negligence or for fraud.

6. Defects

6.1 The Client shall give NWL written notice of any defects in Services as soon as it is aware of them and shall in any event give NWL detailed written notice of those defects within 60 days of the Services being supplied.

6.2 The Client shall not be entitled to make any claim in respect of any defects except when it has given notice as required by this Clause.

6.3 In respect of any defects in the Services notified to NWL, NWL shall, at its sole option, either use all reasonable endeavours to make good such defects without further charge or refund the price for the defective services to the Client.

7. Confidentiality

7.1 NWL agrees that it will hold and maintain the confidence of all confidential information of the Client and their patients which is received by NWL from the Client in connection with the Services and will not disclose such information other than to its professional staff, independent consultants and/or persons to whom it has delegated the performance of the Tests and who require the information for such purpose.

7.2 The restrictions in paragraph 7.1 shall not apply to information which: (i) was in NWL's possession prior to disclosure by the Client; or (ii) is now or hereafter comes into the public domain other than by default of NWL; or (iii) was lawfully received by NWL from a third party acting in good faith having a right of further disclosure; or (iv) is required by law to be disclosed by NWL.

8. Force Majeure

In the event that performance of the Services is rendered uneconomic, prevented or delayed as a result of circumstances or a cause beyond the reasonable control of NWL (including, without limitation, flood, fire, storm, strike, lockout, sabotage, terrorist act, civil commotion and government intervention), NWL may by written notice to the Client, at NWL's option, either cancel, suspend or postpone performance of the Services with no liability on either side.

9. Validity and Severability

The complete or partial invalidity or unenforceability for any reason of any part of these terms and conditions shall not prejudice or affect the validity or enforceability of the remainder. Any such provisions shall be deemed to be severed and the remainder shall remain in full force and effect subject to such consequential modifications as may be necessary to give effect to them.

10. Assignment

NWL may assign or sub-contract the performance of this Agreement (in whole or in part) or any one or more of the Tests to be performed hereunder. The Client may not assign this Agreement or any of its rights or obligations without written consent of NWL.

11. Third party rights

Notwithstanding any other provision of this agreement, nothing herein shall confer nor is it intended to confer a benefit on any third party for the purposes of the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

12. Termination

If the buyer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the Client should be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed to any of the assets or undertaking of the Client or if the Client suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the Court or creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the Court to make a winding-up order or if the Client takes or suffers any similar action in consequence of debt or if the financial responsibility of the Client shall, in the opinion of NWL, become impaired or if the Client shall commit any breach of any part of the Agreement NWL may without prejudice to its rights and remedies under these conditions stop all services in progress and suspend service provision and by notice to the Client may terminate the Agreement immediately and declare immediately due, any amounts owed by the Client to NWL under any Agreement

13. Intellectual Property

The client acknowledges that title to the Intellectual Property Rights in the tests and services is and remains at all times exclusively NWL's and that the Client has no right to use, disclose, copy or otherwise dispose of the same.

14. Notices

14.1 All notices given under this Agreement shall be in writing and shall be delivered by hand or sent by prepaid first class post or by prepaid first class recorded delivery or by facsimile transmission or by e-mail.

14.2 Any notice or document shall be deemed served, if delivered, at the time of delivery; if posted, 48 hours after posting, and if sent by facsimile transmission or e-mail, at the time of transmission (within business hours)

15. Governing law and jurisdiction

The laws of England and Wales shall govern this agreement.

General Information

NationWide Laboratories is a UKAS, ISO 17025 accredited Testing Laboratory (NationWide Labs Poulton – No: 1733). The laboratories are accredited for a wide range of diagnostic tests. A copy of the schedules of accreditation is available online at www.ukas.com. The United Kingdom Accreditation Service UKAS, operating under a memorandum of understanding with the government through the secretary of state for trade and industry, is the only official body in the UK that offers accreditation of analytical laboratories and all types of testing to an internationally recognised standard, ISO 17025. The standard demands evidence of staff competence, documented procedures, test validation, strict internal and external quality assurance and calibration of all measurements to traceable national standards. Accredited laboratories undergo independent annual audits.

So that we can provide you with the best possible test methodology, we subcontract a selection of our tests to specialist laboratory facilities. Please contact us for further information on subcontracted tests if required.

Quality Statement

It is the declared policy of NationWide Laboratories that the laboratories shall strive to achieve and maintain the highest standards of quality in all aspects of laboratory work.

As part of the commitment to quality the Company participates in the following externally audited quality assessment schemes:

Microbiology

- PHE Pool Water EQA
- VETQAS Small Animals Microbiology EQA Scheme
- VETQAS Ectoparasites EQA Schedule
- WEQAS POCT Urinalysis EQA

Biochemistry

- RIQAS Clinical Biochemistry
- RIQAS immunoassay

Haematology

- UK NEQAS Haematology

Histology

- UK NEQAS Histology
- UK VETQAS Histology EQA

Accreditations

- UKAS Accredited Testing Laboratory No 1733 ISO 17025 (Poulton)

Transportation of Samples

Overnight: Utilising our Lock Box facility, samples collection can be arranged for laboratory clients in many circumstances from across the UK mainland. Samples are collected overnight and delivered to the laboratory early on the next working day.

Same day: Provided through our partnership with NVS a same day collection service operates throughout the UK. The system operates a same day collection from the practice with delivery into the laboratory later the same working day. The laboratory will endeavour to produce results for "same day" tests on the day of arrival into the laboratory. The laboratory will also endeavour to advise practices should circumstances beyond their control cause delays.

Next day: Collection of samples can in certain circumstances be arranged from anywhere in the UK mainland for overnight delivery to the laboratory. Samples are collected during the day and delivered to the laboratory by the next working day. Please ensure samples are packaged correctly and clearly labelled using guidelines for Postal Packaging.

Note: Courier service does not operate on bank and public holidays.

Large Animal Sample Collections: Collections are arranged separately to normal sample collections, please call the lab to arrange a collection.

Postal Samples: Free pre-paid postal packs (Post Office First Class Priority Sort, Free Post Service) are available on request. (To minimise postal delays you should be aware of the last posting time for next day deliveries from your area.)

Packaging Postal Samples: Diagnostic specimens must be packed to comply with UN3373 packing Instructions P650. It is not a requirement that packaging shall be approved. In brief the requirements are:

- Sample volume must be less than 50ml
- Wrap in enough absorbent material to absorb contents
- Seal in a leak proof container/bag
- Place in a protective outer package and mark "BIOLOGICAL SUBSTANCE CATEGORY B" with the senders address shown on the back of the packet

It is the responsibility of the sender to ensure that samples are correctly packed.

Postage Charges: Postage will be charged if the sender requests the return of any samples submitted. The Freepost address labels are only to be used for the submission of veterinary diagnostic sample to the laboratory. All other parcels sent using this system may result in the sender being liable for the postage fee.

Overseas Samples: The laboratory is licensed under The Animal Health Act 1981, Importation of Animal Products and Poultry Products Order 1980 (as amended), Importation of Processed Animal Protein Order 1981 (as amended) to import Veterinary Diagnostic Pathology Samples derived from Canines, Felines, Equines, Rodents and Lagomorphs. Please contact the laboratory if the current licence number is required.

Sample Collection

Occasionally samples are received in a condition, which may affect some tests or prevent the tests requested being carried out, e.g. broken, leaked or deteriorated samples. In these circumstances the laboratory shall carry out those tests that are possible. Missing or unreliable tests will be completed or repeated if a replacement sample is submitted.

Turnaround Times /Working Days

The price list includes a guide to turnaround times for each test. **These times are for guidance only.** They refer to working days and may not include weekends. If you have a time critical sample please contact the laboratory to confirm the current situation.

Reports

Reports include reference ranges and flagging of significantly out of range values. If a clinical history is submitted, interpretation or comment is provided where appropriate. Results are reported as soon as they are available. Electronic reporting to your chosen email address is available as standard.

Follow Up and Group Testing

A discount is offered on FOLLOW UP TESTS used to monitor clinical progress. The discount is restricted to routine biochemistry and haematology. (We will consider follow up discounts for other tests where long term monitoring is required.) Please contact Client Services to discuss your requirements.

To ensure that FOLLOW UP discounts are appropriately applied, the test must be:

- A repeat of a previous test
- Submitted within four weeks of the previous test
- Submission forms must be clearly marked FOLLOW UP
- Submission forms must show the previous laboratory reference number in the appropriate section of the submission form

Discounts may be offered for group testing, where multiple samples for the same test are submitted together, e.g. profiles performed on whole litters. Please contact Client Services to discuss your requirements.

Sampling Requirements

A range of sampling materials are available on request. The laboratory utilises the NVS (National Veterinary Services) distribution network to fulfil sampling material orders. Please contact Client Services for further information.

GDPR

GDPR policy available on request or can be seen at www.nwlabs.co.uk

General Information

Our Commitment to Respect

Definitions:

“Harassment” means unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

“Sexual harassment” means unwanted conduct of a sexual nature that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

“Victimisation” means subjecting a person to a detriment because they have raised, supported or participated in a complaint or concern relating to discrimination or harassment, or are believed to have done so.

“Inappropriate conduct” includes bullying, intimidation, threatening, aggressive or abusive behaviour and other conduct which could reasonably cause offence, distress or concern.

Third-Party Harassment and Respect at Work

The Customer acknowledges the Supplier's commitment to providing a safe, respectful and inclusive working environment for its employees, workers, contractors and representatives.

The Customer shall ensure that its employees, officers, agents, contractors and representatives do not engage in any conduct that constitutes harassment, sexual harassment, bullying, victimisation, discrimination, intimidation, abuse or any other inappropriate behaviour towards the Supplier's personnel.

The Customer shall:

1. Take reasonable steps to prevent harassment, discrimination and other inappropriate conduct by its employees, contractors and representatives.
2. Promptly investigate any complaint relating to conduct covered by this clause.
3. Co-operate fully with any reasonable investigation undertaken by the Supplier.
4. Take appropriate corrective action where misconduct is identified, including removing individuals from involvement with the services where appropriate.
5. Inform the Supplier of any action taken in response to a substantiated complaint, where reasonably requested.

Where the Supplier reasonably believes that the health, safety or wellbeing of its personnel is at risk as a result of conduct by the Customer or its representatives, the Supplier may:

- withdraw affected personnel from the Customer's premises or activities;
- suspend performance of the affected services until appropriate safeguards are implemented; and/or
- require the Customer to replace the individual(s) concerned.

Any material breach of this clause shall constitute a material breach of the Agreement and may entitle the Supplier to terminate the Agreement immediately by written notice, without prejudice to any other rights or remedies available.