

General Terms & Conditions

1. Introduction

Canine Genetic Testing (“CAGT”) is part of the Diagnostic Laboratories of The Queen’s Veterinary School Hospital (www.hospital.vet.cam.ac.uk) at the University of Cambridge, Department of Veterinary Medicine. CAGT offers a variety of diagnostic and profiling services (“DNA Tests”) to animal owners, breeders and veterinary professionals whereby DNA obtained from buccal or blood samples (“Sample(s)”) collected using home-use sample collection kits (“Kits”) are analysed, and the results (“Results”) returned to the owner, breeder or veterinary professional who submitted the Samples.

By ordering any of our services by any means, including via our website (www.cagt.co.uk), over the telephone or in person, you (“the Customer”, “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. The amended terms and conditions will apply to any orders placed after the date of the amendment so Customers are advised to check these terms and conditions before making an order.

The legal entity you are contracting with is the University of Cambridge, full legal title: the Chancellor, Masters, and Scholars of the University of Cambridge.

2. Your Status

By placing an order for a DNA Test you warrant that:

- You are legally capable of entering into binding contracts;
- You are at least 18 years of age;
- You are either the owner of the animal from which the Sample will be taken or a veterinary professional appropriately authorised to purchase the DNA Tests in relation to the animal from which the Sample will be taken;
- You have obtained all relevant consents or permissions required to provide the Sample, have the DNA Tests carried out, receive Results and grant the consents/permissions set out in this agreement;
- The details submitted (during Kit activation or on the sample submission form) for the animal are accurate and the Sample supplied is taken from the same animal; and
- The animal from which a Sample is submitted is not known or suspected of carrying an infectious disease.

3. User Accounts

You must register for a user account to access certain aspects of the Services (“User Account”), including to activate Kits and to view Results. As part of any such registration process, you will select a username and a password. You agree that the information you supply during that registration process will be accurate and complete. You

also agree not to (i) select, register, or attempt to register, or use a username of another person with the intention of impersonating that person; (ii) use a username of anyone else without authorization; (iii) use a username in violation of the intellectual property rights of any person; or (iv) use a username that is offensive. We reserve the right to reject or terminate any username or password that, in our sole discretion, we deem offensive.

You are solely responsible for preserving the confidentiality of your password and you agree to notify CAGT of any known or suspected unauthorized use of your User Account. Further, you agree that you are responsible for all statements made and acts or omissions that occur on your User Account while your password is being used. If you believe someone has used your password or account without your authorization, you must notify CAGT immediately. CAGT reserves the right to access and disclose any information including, without limitation, user names of accounts and other information to comply with applicable laws and government requests.

4. Payment terms

Unless otherwise agreed between you and CAGT, payment shall be made in full in advance. For online purchases made through our website (www.cagt.co.uk) we accept credit or debit card payments only (excluding American Express), using online payment or by providing payment details to a member of staff by telephone. For purchases made in person we accept cash and credit or debit card payments (excluding American Express).

CAGT’s online sales pages are currently under development and temporary ordering arrangements may be in place at the time of your order, in which case you will receive separate instructions for invoicing and payment, which may include payment via the University of Cambridge’s Online Store.

CAGT shall have no obligation to commence the DNA Tests until payment has been received in full.

If, exceptionally, we agree to perform DNA Tests in advance of payment, payment is due within 30 days of issue of invoice.

In the event that we are unable to recover outstanding debts, we may initiate civil recovery proceedings through court action. We reserve the right to charge interest on overdue debts and to charge for administrative costs incurred in the recovery of outstanding debts.

Unless otherwise stated, prices given on our website are inclusive of VAT (if applicable).

5. Shipping

Payment made at the point of purchase of tests will cover the cost of Kits, shipping of Kits to the Customer and processing and testing of returned Samples. CAGT is not liable for any additional costs incurred, including but not limited to import VAT or customs duties on Kits entering

non-UK countries; postage or shipping costs to return Kits to CAGT; or import taxes on Kits entering the UK where they are incurred because the Customer has not followed explicit instructions regarding the return of Kits e.g. incorrectly filling in CN22 customs form.

6. Order cancellation and refunds

Customers have the right to cancel their order in full or in part at any point and for any reason. In doing so Customers are entitled to a refund of the amount they paid less any reasonable costs incurred by CAGT or its subcontractors for Kits, postage and any Sample processing costs already incurred by CAGT or its subcontractors. Refunds shall be issued within 10 working days.

Where Customers are “consumers” within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations (“the Regulations”), Customers acknowledge that CAGT will, unless instructed otherwise, perform the DNA Tests as soon as possible and accordingly Customers rights to cancel under the Regulations are limited.

CAGT may cancel your order and terminate this agreement if you fail to comply with any of its terms. CAGT may further cancel your order and terminate this agreement at any time for any reason. If CAGT terminates this agreement as a result of your failure to comply with its terms, any refund shall be at CAGT’s sole discretion. If CAGT terminates this agreement for any other reason, CAGT shall provide a full refund to you within 10 working days.

7. Retention of biological material

Subject to clause 8 below, by sending a Sample to CAGT you transfer ownership of the Sample to CAGT with effect from receipt by CAGT. You consent to the use of the Sample by CAGT, the Kennel Club Genetics Centre or other collaborators, both at the University of Cambridge and at any other institution or organisation, with regards to ongoing research into animal health and diseases (“Research”), whether a DNA Test is performed or not. You also consent to the use of the Results for the same purposes. You hereby agree to indemnify CAGT and the University of Cambridge against any claims by a third party against CAGT that a Sample has been used without the necessary consents or permissions having first been obtained from all necessary parties. The results of any Research will be published on an anonymous basis i.e. animals and owners will not be named. CAGT shall have no obligation to return or to store any Sample received.

8. Laboklin/Subcontracting

CAGT uses a sub-contractor, LABOKLIN GmbH & Co. KG (“Laboklin”), to perform some DNA Tests on CAGT’s behalf. The Customer understands that for all tests that are marked “Service provided by Laboklin”, Laboklin acts as a subcontractor and will undertake some or all of the following: sending Kits to and receiving them from the

Customer, performing the purchased testing and interpreting the Results and reporting the Results to CAGT. The Customer understands that CAGT and Laboklin will share with one another relevant information pertaining to these samples and tests to facilitate the testing, including Customer name and address, dog name and other details, and Results.

By submitting a Sample to Laboklin, you agree to transfer its ownership to Laboklin with effect from receipt by Laboklin. Laboklin will use the Sample for the analysis and may store the residual DNA for up to 5 years and will make it available for ordering additional DNA tests by the original ordering party only. Results and stored Samples may be used for research in which case, findings of any research will be published on an anonymous basis. Laboklin shall have no obligation to return or to store any Sample received. Laboklin may also share and/or transfer ownership of Samples and Results with the parties listed at clause 7 for the research purposes listed in clause 7.

Laboklin shall not be liable for any delay in, or failure of performance caused by the Sample being unusable or contaminated; the Customer’s failure to complete the submission form fully and accurately and attach it safely to the correct Sample; shortage of Laboklin’s personnel due to circumstances beyond Laboklin’s control; or any other event outside Laboklin’s reasonable control.

CAGT may employ any other sub-contractor to perform all or any of its obligations under this agreement.

9. Non-conformance

You must notify CAGT, in writing, within 6 months of receiving a Result of any concerns regarding the validity or accuracy of said Result. Failure to do so shall imply that the testing service and Result has been accepted without qualification.

10. Delivery of Results

CAGT does not guarantee that any Result shall be issued within a specific timeframe; the suggested delivery times are meant only as a guide.

11. Customer confidentiality and data protection

You accept that all Results which fall into a scheme listed in the 'Registry Reporting' tab under 'Resources' will be made available to the specified registry for publication (www.cagt.co.uk/registry-reporting/); only information pertaining to the animal (name, registration number and test result) will be shared. In normal circumstances we will not disclose to any third party not part of a relevant scheme any information about a customer or their animal, either given by the customer, or revealed by DNA Tests.

Results will be retained by ourselves for research purposes as described above and as a record of the fulfilment of our contract with you.

For more information about how we handle your personal

information, and your rights under data protection legislation, please see www.cagt.co.uk/privacy-policy/.

12. Limitation of Liability and exclusion of warranties

THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THIS CLAUSE

CAGT shall perform the DNA Tests with reasonable care and skill and in accordance with industry accepted standards using suitably trained personnel. All other terms that may be implied into our contract with you by the Supply of Goods and Services Act 1982, the Sale of Goods Act 1979, the Consumer Rights Act 2015 (as applicable) or otherwise are excluded to the fullest extent permitted by law.

The Customer understands that the test performed is limited to the specific mutation described, and that there may be other mutations which could cause the same or similar diseases and which are not covered in the testing protocol. CAGT does not accept any liability for any inaccuracies contained in any information obtained from third party sources.

It is your responsibility to ensure that you meet all requirements of your breed society or any other third party, such as having the Sample taken and verified by a veterinary surgeon.

CAGT shall have no liability for failures or delays in testing resulting from Samples that are lost or spoiled or contaminated before or during transit, or for failures or delays in testing resulting from the Customer's failure to comply with CAGT's reasonable instructions, including but not limited to instructions issued with the Kits regarding Sample collection and labelling.

Subject to other provisions of this clause 12, CAGT's liability to the Customer under or in connection with this agreement (including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall be limited to the Customer's direct loss only. The extent of such liability shall be strictly limited to any amount paid by the Customer in respect of the relevant DNA Test(s).

CAGT shall in no circumstances be liable to you for any indirect or consequential loss, or for any loss of profit, revenue or goodwill.

Nothing in this clause or agreement limits any liability which cannot legally be limited.

CAGT will not be liable for any failure to perform that is caused by events outside its reasonable control, including the default of subcontractors ("Force Majeure Event"). CAGT's performance shall be deemed to be suspended for the period that the Force Majeure Event continues, and CAGT shall have an extension of time for performance for the duration of that period. Reasonable efforts shall be employed to overcome the event, but CAGT will not be held liable for any delay or expense incurred to the Customer.

13. Acceptable Behaviour

It is important that our premises are always a safe place to work and visit. Customers and staff must not feel threatened. Our staff will always work with customers to resolve difficulties when they arise. This process is helped by a positive and calm manner from both the customer and staff member. If a customer displays hostile behaviour or an angry attitude this can make staff and/or other customers feel threatened.

In light of this we have clear procedures and a Zero Tolerance Policy on unacceptable behaviour. Such unacceptable behaviours include, but are not limited to:

- Any display of a violent temper
- Shouting or raised voice, pointing fingers
- Not engaging with staff positively
- Being pushy or trying to intimidate staff
- Hostile or aggressive behaviour
- Threats, swearing, spitting
- Any mention or display of any object that could be used as a weapon

Customers will be warned if their behaviour is unacceptable and asked to stop. Failure to comply with this request will result in immediate withdrawal of services.

14. Feedback and Complaints

We strive to offer highest standards of DNA Testing and customer service at all times. If you are in any way unhappy with the service provided by us, please bring your concerns to the attention of the laboratory manager so that your concerns may be addressed at the earliest opportunity. If serious concerns remain, please address any letters of complaint to the Hospital Managing Director.

Your letter of complaint will be acknowledged and the matter investigated. Thereafter a written response will be provided.

15. Governing law and jurisdiction

This agreement 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.

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 this agreement or its subject matter or formation.

16. Severability

If any provision or part-provision of this agreement 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.