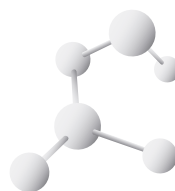


# TERMS AND CONDITIONS



**ALPHABIOLABS**  
SETTING THE STANDARD

'Client' means the individual, an authorised legal representative or other body requesting the Services.

'Price' means the price as set out in the Service Agreement, made available in a current list by the Service Provider or made available on the Website.

'Service Agreement' means any agreement between the Service Provider and the Client including without limitation a request form provided by the Service Provider.

'Services' means the services as set out in the Service Agreement.

'Service Provider' means Alpha Biolaboratories of 14 Webster Court, Carina Park, Warrington. WA5 8WB

'Website' means [www.alphabiolabs.co.uk](http://www.alphabiolabs.co.uk)

## Application of Terms and Conditions

These Terms and Conditions shall apply to all Service Agreements by the Service Provider to the Client to the exclusion of all other terms and conditions including any terms or conditions which the Client may purport to apply under any agreement, purchase order, confirmation of order or similar document. No conduct by the Service Provider shall be deemed to constitute acceptance of any terms put forward by the Client. If any terms are provided by any other party then the Service Provider's Terms and Conditions shall be deemed to be prior or subsequent to such third party terms to the benefit of the Service Provider.

All orders for Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these Terms and Conditions. Acceptance of the Services or the Client's signature upon the Service Agreement shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by an authorised officer of the Service Provider.

Any offer to purchase any Services made orally must be confirmed in writing. The Service Provider shall not be deemed to have accepted any offer until the Client has signed and delivered to the Service Provider any necessary request forms and/or Court Orders or similar forms (together with a copy of any Legal Aid for DNA Profiling Paternity Service where applicable, including the relevant solicitor's Legal Aid Board Contract Number) and where the Service Provider has given written notice of acceptance.

## Price and payment

The Price for any Services are subject to change and unless otherwise stated all prices quoted are exclusive of VAT. The Price shall be subject to variation by the Service Provider in the event of an increase after the Service Provider's acceptance of an order due to a rise in the cost to the Service Provider in providing the Services.

In the event of your client not attending a pre arranged sample collection appointment or not giving at least 1 hours notice of cancellation a fee of £55.00 plus VAT is payable.

A £50.00 plus VAT administration charge is payable by the instructing solicitor for all cases that are cancelled after an instruction is received by the company.

Disbursement costs where applicable may be requested from the Client prior to the Service Provider entering into an agreement with such third parties on behalf of the Client.

Payment of the Price and VAT where applicable shall be due prior to the Services being provided unless the Client is a court or solicitor awaiting confirmed assistance from the Legal Aid Authority or equivalent in which instance payment shall be made to the Service Provider immediately upon receipt by the Client of such assistance from the Legal Aid Authority or equivalent.

The Client acknowledges that the name written on the request forms or similar documents is the name that is printed on the test report. If any change to such name is requested, documentation in support of the change as required by the Service Provider shall be provided to the Service Provider but the Service Provider shall be under no obligation to make any alteration if in its reasonable opinion the supporting documentation is insufficient. The Client acknowledges that an additional administrative fee may be required.

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above the Natwest plc base rate from time to time in force and shall accrue at such a rate after as well as before any judgment. The Service Provider shall further have if it so decides the right to use the provisions under the Late Payment of Commercial Debts (Interest) Act 1998.

The Client shall not be entitled to withhold payment of any amount payable to the Service Provider by reason of any dispute or claim by the Client and in the case of any part delivery of the Services the Client shall remain liable to pay the full price of all other Services delivered or available for delivery.

The Client shall have no right of set off, statutory or otherwise.

The Client shall reimburse to the Service Provider immediately the entire cost of representing any cheque or other instrument delivered to it in payment of any sum due by the Client or representative.

Any failure to pay on the due date will represent a breach of the Service Agreement condition entitling the Service Provider to rescind the Service Agreement for breach of condition and/or to claim damages.

The Service Provider shall have the right to withhold payments by reason of dispute and the right to set off in relation to all sums owing.

Risk in and to any samples or specimens provided by the Client shall remain with the Client. Any title in and to any test results or similar shall rest with the Service Provider until all payments have been received by the Service Provider from the Client or its representative.

The Client shall be bound by the Website terms and conditions where applicable. You should review the Website terms and conditions whenever using the Website.

## Quality and Liability

The Service Provider may from time to time make changes in the specification of the Services which are required to comply with any applicable safety or statutory requirements or for the purposes of a commercial reasoning by the Service Provider or which do not materially affect the quality or fitness of the Services.

The Client warrants that it is entitled to provide the Service Provider with all information and data and that it shall indemnify the Service Provider from any claims for infringement of the information or data, breaches of confidentiality or failure to comply with any data protection laws brought by any third parties.

Where the Services include the processing of data as defined in the Data Protection Act 1998 (the 'Act') the Service Provider acting as a processor shall use reasonable endeavours to comply with the Act and the Client shall be responsible for the delivery of any agreement required by the Act.

Each Party shall fully indemnify and keep indemnified the other against any and all loss, damage, costs, claims, expenses and other liabilities suffered or incurred by the other party arising from or in connection with the breach of any of its obligations under these Terms and Conditions, Service Agreement or other agreement.

It is the Client's responsibility to provide all necessary or requested identification, materials or samples to the Service Provider and to complete fully any forms or documents supplied or requested by the Service Provider. Failure to do so may result in a delay in providing test results or inaccuracies in test results which may affect the evidential value of the test results and in such circumstances the Service Provider shall not be liable for any such delay or inaccuracy. The Service Provider shall not be liable for any failure to provide accurate, complete or other form of test results due to an insufficient, incomplete or poor quality of specimen. Any further testing may incur additional fees.

Other than those set out herein, all warranties and conditions whether implied by statute or otherwise are excluded from these Terms and Conditions PROVIDED THAT nothing in these Terms and Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Service Provider.

The Service Provider shall not be liable for any consequential loss or indirect loss suffered by the Client as to which the Client shall hold the Service Provider fully and effectually indemnified whether this loss arises from breach of a duty in contract or tort or in any other way (including loss arising from the Service Provider's negligence). Consequential or indirect loss will include but is not limited to loss of profits, loss of contracts, loss of reputation, damage to property of the Client or any third party.

The Service Provider shall not be liable for any costs, losses or damages incurred due to the actions or omissions of any third party.

The Client understands that whilst the particular testing that the Service Provider undertakes is highly accurate, as with any testing there is a possibility of error or omission. The Client therefore acknowledges and accepts that in the event of the Client being able to establish a claim for damages resulting from any act of the Service Provider whether negligent or otherwise, the Service Provider's liability shall not exceed the cost paid for the test and agrees to keep the Service Provider and its agents, offices and employees harmless from all further claims or damages. The Client's rights hereunder shall be subject to the Client notifying the Service Provider in accordance with these Terms and Conditions of any error or omission within 30 (thirty) days of it or its representative (whichever is the earlier) becoming aware or should have become reasonably aware of the error or omission.

The Service Provider shall be entitled without liability to destroy all samples it receives or undertakes and all information it holds concerning the documentation after the expiry one month and concerning the DNA analysis after the expiry of twelve months from the date of the test report unless otherwise requested in writing by the Client. A storage fee shall be charged to the Client.

These Terms and Conditions shall not affect the statutory rights available to the Client where applicable.

## Insolvency

Without prejudice to any other claim, right or remedy which either party may have, make or exercise against the other party whether under this Service Agreement or at law, this Service Agreement may be terminated forthwith by either party giving written notice to the other party on the happening of any of the following events:-

(a) if the other party commits any breach of any of the terms of these Terms and Conditions and any such breach, if capable of remedy, is not remedied within fourteen (14) days of receipt by the party in breach of written notice specifying the breach, provided that if the breach is remedied to the reasonable satisfaction of the party serving the notice within the said fourteen (14) days, then the notice shall be of no further effect; or

(b) if the other party, being a company, is unable to pay its debts (within the meaning of Clause 123(1) of the Insolvency Act 1986), has a receiver or administrator appointed over or in respect of any or all of its assets or undertaking or an order of the court is made or an effective resolution is passed for the winding up of the other party or as an individual becomes bankrupt.

## Delivery

Any delivery times provided to the Client shall be approximate as the Services specified may alter or third parties may delay delivery of products or services. The Service Provider shall not be liable for any delay in the delivery of the Services and time shall not be of the essence.

## Cancellation

The Service Provider may cancel any agreement with the Client at any time before the Services are delivered or following delivery by giving written notice. On giving such notice the Service Provider shall within 7 days repay to the Client any sums paid in respect of the relevant Service Agreement subject to costs incurred by the Service Provider. The Service Provider shall not be liable for any loss or damage whatever arising from such cancellation. No cancellation of the whole or any part of any order by the Client is permitted except in accordance with the Consumer Protection (Distance Selling) Regulations 2000 or where expressly agreed in writing by an authorised officer of the Service Provider and on terms which will indemnify the Service Provider against any loss incurred. The Service Provider reserves the right to make a charge to cover any administrative and laboratory procedures already performed prior to cancellation or that occur despite cancellation. Such charges are subject to change and are available upon request and may be posted on the Website.

## Intellectual Property

No title or ownership with regard to any intellectual property rights shall be transferred by a party to the other party as a result of the performance of the Service Agreement and consequently the parties retain title to all their respective intellectual property rights.

## Confidentiality

In these terms and conditions "Proprietary Information" shall mean any information or data in whatever form, nature or media disclosed by any Parties (the "Disclosing Parties") to the other (the "Receiving Parties") pursuant to the Service Agreement or other agreements.

The Receiving Parties undertake that such information will:

(a) be protected and kept in strict confidence by the Receiving Parties which must use at least the same degree of precaution and safeguards as it uses to protect its own proprietary information of like importance, but in no case less than reasonable care;

(b) be only disclosed to and used by those persons within the Receiving Parties' organisation who have a need to know and solely for the Service Agreement;

(c) not be used in whole or in part for any purpose other than the performance of the Service Agreement;

(d) neither be disclosed nor caused to be disclosed whether directly or indirectly to any third party or persons other than those mentioned in sub-paragraph (b) above or as otherwise permitted herein;

(e) neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the Disclosing Parties.

Any Proprietary Information and copies thereof shall remain the property of the Disclosing Parties and shall be returned by the Receiving Parties forthwith upon request.

The Receiving Parties shall have no obligations or restrictions under the Service Agreement with respect to any Proprietary Information which the Receiving Parties can prove:

(a) has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the Receiving Parties; or

(b) is already known to the Receiving Parties, as evidenced by written documentation in the files of the Receiving Parties; or

(c) has been lawfully received from a third party without restrictions or breach of this Service Agreement; or

(d) has been or is published without violation of this Service Agreement; or

(e) is independently developed in good faith by employees of the Receiving Parties who did not have access to the Proprietary Information; or

(f) is approved for the release or use in question by written authorisation of the Disclosing Party; or

(g) is not designated or confirmed as confidential in accordance with this Clause.

No warranty or representation is given or to be implied by the Service Provider as to the completeness, accuracy or suitability for any particular purpose of any information or data disclosed hereunder.

The termination or expiry of this Agreement shall not relieve the Receiving Parties of the obligations imposed herein in respect of Proprietary Information received prior to the date of the termination or expiry.

The Receiving Parties agrees to indemnify the Disclosing Parties against any claim, damage, loss, costs and/or expense of any kind incurred by the Disclosing Parties as a consequence of or in connection with any breach of this clause by the Receiving Parties and any person to whom a disclosure has been made under (b) above.

The Receiving Parties acknowledges that damages would not be a sufficient remedy for any threatened or actual breach of this Agreement and that the Disclosing party will be entitled to other remedies, including but not limited to, injunctive relief and specific performance.

The Service Provider shall be entitled to use data, results and any surplus samples submitted in any studies relating to statistical and genetic parameters for DNA testing but only in an anonymous manner to prevent the identity of any individual being traceable.

The Client agrees to be bound by the terms of the Service Provider's privacy policy which can be found on the Website.

## Force Majeure

Neither party shall be liable for any delay in performing or failure to perform any of its obligations under this agreement caused by events beyond its reasonable control ('Force Majeure Event'). However any delay or failure by a representative of the Client shall not relieve the Client from liability for delay or failures except where that delay or failure is also beyond the reasonable control of the representative concerned.

The party claiming the Force Majeure Event shall promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

The party claiming the Force Majeure Event shall have its performance under this Agreement suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance which is reasonable and in any event equal to the period of delay or stoppage.

Any costs arising from the delay or stoppage will be borne by the party incurring those costs. Either party may, if the delay or stoppage continues for more than sixty (60) working days, terminate any agreement with immediate effect on giving written notice to the other and neither party shall be liable to the other for such termination. The party claiming the Force Majeure Event will take all necessary steps to bring that event to a close or to find a solution by which the contract may be performed despite the Force Majeure Event.

## Assignment

The parties shall not assign, transfer, purport to assign or transfer any agreement to which these Terms and Conditions apply or the benefit thereof to any other person or body whatsoever unless agreed in writing by the Service Provider.

These Terms and Conditions contain the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of these Terms and Conditions and any related documents and may not be varied except by an instrument in writing signed by the Client and the Service Provider. The Client acknowledge that no representations or promises not expressly contained in these Terms and Conditions have been made to the Client by the Service Provider in any agreement or by any of its servants, agents, employees, members or representatives.

## Notices

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the Client or the Service Provider at their respective address as detailed in the Service Agreement or such other address as the Parties may from time to time notify the other in writing and shall be deemed to have been served and sent by post 48 hours after posting.

## Third Parties

For the avoidance of doubt nothing contained in these Terms and Conditions or the Service Agreement shall confer on any third party any benefit or the right to enforce these Terms and Conditions or the Service Agreement except where otherwise agreed in writing by the Service Provider.

## Governing law

These Terms and Conditions are subject to the law of England. All disputes shall be subject to the exclusive jurisdiction of the courts of England.

## Company Details:

Name: Alpha Biolaboratories Ltd

Address: 14 Webster Court, Carina Park, Warrington. WA5 8WD

Tel: 0845 5050 001

Fax: 0845 5050 002

Email: info@alphabiolabs.co.uk

Registered Company No: 05164016

**Customer Services:** Tel: 0845 5050 001 Fax: 0845 5050 002 E-mail: info@alphabiolabs.co.uk

**Warrington Office:** 14 Webster Court, Carina Park, Warrington. WA5 8WD



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