

Terms & Conditions

LVS_POL03: Provision of Scientific Services

Policy Written by	Dr Deborah E. Cox (LVS Managing Director)
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Changes since last version	Include Euro as option for payment.

The **Terms & Conditions** in this document, '**LVS_POL03: Provision of Scientific Services**' apply to all work carried out by Lagan Valley Scientific.

- 1. Services** '**Services**' shall mean the services (for example professional representation or verbal advice), or procedures (for example testing or research) carried out that result in a report by Lagan Valley Scientific. '**Clients**' are always welcome to request a written '**Quotation**' outlining the scope for a piece of work & to seek clarification on any aspect of the services offered.
- 2. Client** A '**Client**' is an individual, company or organisation requesting the '**Services**' of Lagan Valley Scientific. Unless otherwise explicitly stated in writing by the '**Client**', & agreed by Lagan Valley Scientific prior to the commencement of any piece of work, the '**Client**' is responsible for payment of the agreed '**Services**' as per the '**Quotation**'. The '**Client**' is also responsible for providing any materials, and payment of any shipping costs associated with providing necessary materials, to complete the work in the agreed timeframe as per the '**Quotation**'.
- 3. Quotation** A '**Quotation**' will always be provided in writing. For standard routine diagnostic '**Services**' a description of the work & price is provided upon request, however the '**Client**' is welcome to seek clarification and/or upon request seek bespoke modification. Where Lagan Valley Scientific can fulfil a bespoke request, any revision of scope, turn-around time, methodology & cost will be provided in an amended written '**Quotation**' specifically for that '**Client**'. Lagan Valley Scientific reserves the right to revise the prices of advertised '**Services**' without notice but will honour a '**Quotation**' provided to a '**Client**' in writing for the period stated on that '**Quotation**'. Acceptance of a written '**Quotation**' by the '**Client**' to proceed must be in writing. An online purchase, completed sample submission form for routine diagnostic work (or equivalent written instruction), or a completed project quotation return slip, is accepted as acceptance by the '**Client**' of these terms. All prices quoted are exclusive of value added tax (VAT) which, when applicable, will be charged at the prevailing rate and the '**Client**' agrees to pay VAT in addition to the fee for the '**Services**'.
- 4. Sample** Within every consignment submitted to Lagan Valley Scientific for the purpose of disease identification each individually submitted package is considered a unique '**Sample**' and is chargeable. The only exception to this is where two linked pieces of material are clearly marked (one with symptoms & the other is asymptomatic) and standard laboratory tests for the asymptomatic '**Sample**' are non-applicable as per the service description (i.e. where it is a visual reference only). Provision of a timely '**Service**' is dependent on receiving relevant testing material; therefore it is recommended that a '**Client**' follow guidance on sampling & shipping which is available through our website or upon request. If a '**Sample**' is received by Lagan Valley Scientific as defective, or of an unsuitable standard for delivery of the '**Service**' requested, the '**Client**' will be notified in writing within 24 hours of receipt. Re-submission of a suitable '**Sample**' is at the expense of the '**Client**'. The '**Client**' is responsible to payment of all fees related to a consignment. Lagan Valley Scientific reserves the right to refuse a delivery which bears unpaid taxes (where applicable). Where taxes or fees are paid on behalf of the '**Client**', the sum is chargeable & will be added to the '**Invoice**' for the '**Service**' requested.

- 5. Additional Work** Additional work, or work that is beyond the scope of that detailed in an originally agreed '**Quotation**', can be requested by a '**Client**' for an additional fee. The cost of the additional work to be completed will be detailed in a new '**Quotation**'. Acceptance of a written '**Quotation**' by the '**Client**' to proceed must be in writing. Once a '**Service**' is complete, unless otherwise instructed a '**Sample**' is destroyed within 7 days.
- 6. Turn-Around Time** Routine '**Services**' provided by Lagan Valley Scientific have a maximum reporting turn-around time of 10 working days from the date of sample receipt unless stated otherwise. For bespoke work requests, the '**Turn-Around Time**' is as per the written '**Quotation**'. Any additional costs incurred by Lagan Valley Scientific as a result of a '**Client**' delay will be added to the '**Invoice**' for which the '**Client**' is responsible for paying.
- 7. Invoice** For research projects, and some bespoke requests, an initial '**Invoice**' for a deposit will be sent electronically as per the written '**Quotation**' in addition to either a regular or final '**Invoice**' for the remainder of the balance as per the '**Quotation**'. Invoices for routine work will be sent electronically when the '**Service**' is complete. Results, or reports, for a '**Service**' are released upon payment of the '**Invoice**' unless otherwise pre-arranged with Lagan Valley Scientific. It is the responsibility of the '**Client**' to ensure settlement of their account by the due date. Lagan Valley Scientific reserves the right to withhold results until payment is made. Payment should be received no later than 30 days after notification of '**Service**' completion. All invoices will be issued in Pounds Sterling (£) unless Euro (€) is specified. Late payments will incur a £45 administration fee per 30 day period, or part 30 day period thereof. A £45 administration fee will be charged to the '**Client**' in the event of a Direct Debit mandate cancellation or cheque that is dishonoured. It is the responsibility of a '**Client**' to settle any fees charged by a bank for transferring funds or conversion of currency: Specifically, the full amount invoiced should be payable to Lagan Valley Scientific.
- 8. Limitation of Liability** Lagan Valley Scientific's liability is limited to the '**Client**' for any losses (financial or otherwise), costs incurred, or damage suffered to a sum equal to that specified to a '**Client**' in their written '**Quotation**' for the '**Service**' to which a claim relates.
- 9. Professional Representation** The name "Lagan Valley Scientific" may be used at the discretion of the Managing Director with written approval. Data, presentations, logos, project designs, text, or information that are the intellectual property of Lagan Valley Scientific shall not be used in any way by a '**Client**' or by any other individual, company or organisation unless approval for its use has been obtained from Lagan Valley Scientific in writing.

- 10. Confidentiality** Results from routine testing, or reports from scientific research, are exclusively and directly reported to the '**Client**' that requested the '**Service**'. A '**Service**' is intended to provide information exclusively to the '**Client**' and, where applicable, the company or organisation to which they belong. Sharing results with a third party is permitted provided prior written approval is sought from Lagan Valley Scientific and is the sole responsibility of the '**Client**'.
- 11. Use of scientific data** Scientific data specifically generated from commissioned research projects will not be used in presentations, talks, webinars, or peer reviewed publications without prior explicit written consent of the '**Client**'.
- 11. Legal** These Terms shall be governed by and construed exclusively in accordance with the law of Northern Ireland and the parties submit to the jurisdiction of the courts of Northern Ireland.

END OF TERMS
