



Terms and Conditions for B sample Testing

Document authorisation:

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Date and initials	Summary of changes and pages included	Approved by	Current version
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Kingston University Toxicology Lab

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Definitions

- a. "Conditions" means these conditions of sale.
- b. "Contract" shall mean the legally binding contract for the supply of the Services by the Supplier to you.
- c. "Fee" is the fee as set out in the current price list for the Supplier's Services and shall be inclusive of VAT.
- d. "Materials" shall mean all documentation issued by the Supplier.
- e. "Nominated Person" is the person named on the Order Form to whom the test results will be given.
- f. "Order Form" is the order form on the website through which You may order the Service from the Supplier.
- g. "Sample" shall mean road traffic B-samples
- h. "Service" shall mean the analysis of Samples for the purpose of drug and alcohol testing in line with the specifications of Sections 5 and 5a of the Road Traffic Act 1988.
- i. "Supplier" shall mean Kingston University Enterprise Ltd, a company registered in England under company number 02462309 and with registered office address at Holmwood House Grove Crescent, Kingston Upon Thames, England, KT1 2EE
- j. "Website" means <https://store.kingston.ac.uk/product-catalogue/faculty-of-science-engineering-computing/toxicology-lab-testing>
- k. "You" shall mean the person or organisation ordering the testing service and providing the samples for analysis subject to these terms and conditions.



2. Conditions of Sale

- 2.1. The Supplier is responsible for the processing of Samples, test results and storage of Samples under the conditions stated. The records/results kept by the Supplier will be held securely and confidentially for a period of three years.
- 2.2. You are responsible for completing in full the Order Form and for providing all necessary or requested genuine identification, Materials or Samples to the Supplier. Failure to do so may result in a delay in providing test results or inaccuracies in test reports which may affect the evidential value of the test result and in such circumstances, Supplier shall not be liable for any such delay or inaccuracy. The Supplier shall not be liable for any failure to provide accurate, complete test result due to insufficient or poor quality of Sample.
- 2.3. You are responsible for ensuring that:
- your Sample is kept refrigerated prior to sending it to the Supplier
 - the plastic bag containing the Sample is not opened
 - the Sample is sent to the Supplier using a tracked postal service
 - you use refrigerated transport if the sample is to be in transport for more than 24 hours
 - the Sample is wrapped in bubble wrap to prevent any tears, and then placed in a sealed envelope
 - once you have placed your order, you send your Sample promptly to the Supplier at the address shown in your confirmation email



- 2.4. You warrant that all information supplied by You to the Supplier is genuine and accurate.
- 2.5. If you order a Service from the Supplier in writing, You warrant that you have the legal right to order the test on behalf of those involved.
- 2.6. You warrant that you are legally entitled to possession of the samples you have provided to the Supplier. You agree to indemnify the Supplier against all costs, claims, expenses and any loss or damage that the Supplier may suffer as a result of you providing the Supplier with samples, which have not been legally obtained. The Supplier strongly advises that you should obtain independent legal advice about your legal entitlement to consent for a third person to participate in the Service, or your legal entitlement to obtain samples of biological material from persons other than yourself.
- 2.7. You warrant that you are not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore capable of understanding the nature and purpose of the test. The Supplier makes no representation that you are legally entitled to perform any particular act in order to obtain biological samples for analysis.
- 2.8. You are responsible for deciding on the suitability of the Service offered for any particular purpose and for the consequences arising.
- 2.9. The Supplier shall not be liable for any loss or damage suffered by you or any other person as a result of the provision to you of the Service and test result.
- 2.10. The Supplier reserves the right to refuse its Services if it has reasonable grounds for believing that the biological samples were or will be obtained illegally, or results will be used for an illegal, improper or unethical purpose, or the quality of the Supplier's Services might otherwise be compromised, or it has other reasonable grounds for doing so.
- 2.11. The Supplier reserves the right to refuse its Services if in its reasonable judgement upon receipt of the sample it determines that the sample has been tampered with or not suitably stored. In such event the Supplier will return the sample to You and will refund payment of the Fee.
- 2.12. The test report provided by the Supplier will be given to the Nominated Person. A pdf expert forensic report (Section 9 Witness statement) will be sent by email to the Nominated Person as a secure Box link.



2.13. The subject matter of the Contract shall remain confidential and shall not be disclosed or used for any unauthorised purpose. The Supplier will not disclose to third parties other than as required by a court of law or other competent authority any proprietary data and other information concerning the samples to be processed or results obtained under the Service without Your prior written consent.

2.14. The Supplier aims to provide a high-quality Service at all times.

If You are not satisfied with the Service you have received, you should put your complaint in writing to the Supplier at kast@kingston.ac.uk. The Supplier will endeavour to look into any complaint promptly and to explain the position to You. The Supplier will do its best to resolve any complaints or concerns; however any decision by management is final.

2.15. All sales made by the Supplier are made on these Conditions. These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order confirmation or similar document. No variation of these Conditions will be binding on the Supplier unless confirmed in writing by the Supplier. The Supplier may from time to time alter these Conditions at its discretion. Current Terms and Conditions can be obtained from the Supplier at any time.

These terms and conditions do not affect your statutory rights as a consumer.



3. Fees and Payment

- 3.1. All orders for Service shall be deemed to be an offer by the You to purchase the Service pursuant to these terms and conditions. The Supplier shall not be deemed to have accepted any offer until You have paid the Fee for the Service ordered. Acceptance of your order brings into existence the Contract between You and the Supplier. Payment shall be deemed as conclusive evidence of Your acceptance of the Service under these terms and conditions.
- 3.2. You have one month to send in your samples from point at which the payment is made (the Expiry Period). If You fail to send the samples within this timeframe, the Supplier reserves the right to refuse to provide the Service.
- 3.3. Payment may be made by credit or debit card. You undertake that all details you provide the Supplier for the purpose of purchasing the Service are correct, that the credit or debit card you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the Service.

4. Cancellation and Refund policy

- 4.1. In line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, You have the right to cancel this contract within 14 days without giving any reason providing that the Service has not been completed. The cancellation period will expire after 14 days from the day on the which the Supplier accepts your order.
- 4.2. By ordering the Service from the Supplier You acknowledge and agree that the Supplier may complete provision of the Service before the expiry of the cancellation period and that this will result in the loss of Your right to cancel.
- 4.3. To exercise the right to cancel, you must inform the Supplier of your decision to cancel this Contract by clear statement (e.g. letter sent by post or e-mail to B.Rooney@kingston.ac.uk). To exercise your cancellation deadline, it is sufficient for You to send Your communication concerning your exercise of the right to cancel before the cancellation period has expired.



4.4. If You cancel this contract within the cancellation period and prior to completion of the Service, the Supplier will reimburse to You all payments received from You. The Supplier will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. The Supplier will make the reimbursement using the same means of payment as You used for the initial transaction and You will not incur any fees as a result of the reimbursement

5. Confidentiality

5.1. 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 Contract.

5.2. 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 Contract;
- c. Not be used in whole or in part for any purpose other than the performance of the Contract;
- 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.



6. Warranty of Performance

- 6.1. The Supplier shall exercise all reasonable skill and care in the performance of the Service but does not represent, guarantee, or warrant that any particular result (whether expressly specified by you or not) will be achieved or reproduced.
- 6.2. The Supplier warrants that all testing is carried out using validated techniques and appropriate quality controls as specified by the Forensic Science Regulator Code of Practice and The United Kingdom Accreditation Service Laboratory 51 guidelines. The Supplier warrants that it is accredited in accordance with ISO/IEC 17025:201 as Testing Laboratory No. 23543.
- 6.3. The Supplier warrants that samples are handled with care and are stored in refrigerated conditions as detailed according to Human Tissue Act (2004) sample storage guidelines at Kingston University, School of Life Sciences, Pharmacy & Chemistry, Penrhyn Road, Kingston University London (HTA license #12419)
- 6.4. Except in the case of death or personal injury the Supplier's total liability to You whether for negligence, breach of contract or otherwise shall in no circumstances exceed the charges payable by You for the Service.
- 6.5. The Supplier shall not be liable for any failure in the performance of its obligation under the Contract caused by factors or circumstances outside of its control including but not limited to any act of God, war, strike, lockout, industrial action, breakdown of systems or network access, flood, drought, storm or other event beyond the Supplier's control.
- 6.6. The Supplier will use reasonable endeavours to ensure that the result of the analysis of biological samples provided to us by You is correct and shall subject all results to peer review and verification before reporting. No further representation, warranty or undertaking is given or made in relation to the result of analysis. This does not affect your statutory rights as a consumer.
- 6.7. In the unlikely event that the result of analysis is found to be in error, the Supplier shall perform a further analysis for you free of charge or return your payment in full.
- 6.8. Test results may be assessed by the forensic science regulator, research bodies, UKAS or other regulatory bodies to ensure the Supplier is performing its duties in line with expected best industry practice. The Supplier warrants that no identifiable information concerning any individual will be shared with these bodies.



- 6.9. The Supplier makes no representation, expressed or implied that the result of analysis is fit for any particular purpose.
- 6.10. The Supplier shall provide the result of the analysis to You within 30 days of receipt of the sample. Any dates quoted by the Supplier to you for the provision of the Services are approximate and do not have any contractual effect and shall not be treated as being of the essence of the Contract.
- 6.11. The Supplier will not be liable to you for any loss or damage direct or indirect, caused or occasioned by any delay howsoever arising from the performance of the Service.
- 6.12. The test sample or any data derived from it will not be released to any third party other than in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (and regulations made thereunder).

7. Data protection

- 7.1. The parties shall comply with their data protection obligations under all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. Kingston University Enterprises Ltd is listed in the ICO register of fee payers Registration number Z5171532
- 7.2. For the purposes of this clause, Personal Data has the meaning set out in the Data Protection Act 2018 (DPA) and relates only to personal data, of which the Supplier is the processor and in relation to which the Supplier is providing Services.
- 7.3. The Supplier shall process the Personal Data only to the extent that, and in such a manner, as is necessary for the performance of the Services and shall not process the Personal Data for any other purpose without Your consent.
- 7.4. By ordering the Service, You consent to the Supplier processing Your Personal Data in accordance with their Privacy Policy, which can be accessed here.
- 7.5. The Supplier shall not transfer the Personal Data outside of the United Kingdom unless in accordance with the provisions of the DPA European Economic Area without Your written consent.
- 7.6. Details of the processing are as follows:

Subject Matter	<p>Analysis of road traffic B-samples for the purpose of drug and alcohol testing in line with the specifications of Sections 5 and 5a of the Road Traffic Act 1988.</p> <p>Cannabis/Delta 9 Tetrahydrocannabinol (THC), calculated concentration range 1-20 µg/L. Uncertainty of measurement <30%.</p> <p>Cocaine & Benzoylcegonine (BZE) calculated concentration range 5-100 µg/L and 25-500 µg/L respectively. Uncertainty of measurement <35% for cocaine and <20% for BZE .</p>
Nature and purpose of the processing	<p>Data will be processed for the purpose of providing the Service to You. Data will be collected through the Website, which is a Kingston University WPM. This is a secured ecommerce platform hosted on the University server. No financial data will be stored and personal data will be kept for up to 3 years before it gets permanently deleted.</p>
Legal basis for processing	<ul style="list-style-type: none"> • consent • explicit consent for special category data
Types of personal data processed	<ul style="list-style-type: none"> • police case reference number • test results • payment data <p>Special category data:</p> <ul style="list-style-type: none"> • health data
Categories of data subject	Customers



8. General Disclaimer

- 8.1. The Supplier is providing its website and all Materials, on an 'as is' basis and makes no representations or warranties of any kind with respect to its website/Materials or its contents and disclaims all such representations or warranties to the fullest extent permitted by law. In addition, the Supplier makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on the website/Materials. The information contained in the website may contain technical inaccuracies or typographical errors. All liability of the Supplier howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- 8.2. Neither the Supplier nor any of their directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the website or testing services. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- 8.3. Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit liability to you for death or personal injury resulting from our negligence.

9. Copyright and Monitoring

The contents of the website and Materials are protected by international copyright laws and other intellectual property rights. The Supplier owns these rights unless otherwise indicated. All product and company names and logos mentioned in the website/Materials are the trademarks, service marks or trading names of their respective owners, including the Supplier. You may download material from the Site for the sole purpose of placing an order with the Supplier.

10. Invalidity

If any provision of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable that will not affect the other provisions of these Terms and Conditions - which will remain in full force and effect. Where any provision of these Terms and Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such modification(s) as are necessary to make it valid and enforceable.



11. Third Party Rights

Except for the Supplier's affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available from that Act.

12. General

- 12.1. The Contract is made between the Supplier and You and shall not be assignable by You. The Supplier may sub-contract the performance of the Contract in whole or in part if necessary.
- 12.2. These Conditions together with the Order Form and payment method instructions, if any, are the whole agreement between You and the Supplier. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by the Supplier or any other person and you waive any rights to damages/compensation you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Conditions, Order Form and payment method instructions.
- 12.3. You shall indemnify the Supplier (and keep it indemnified) against all claims, losses, costs and expenses (including legal expenses on an indemnity basis) howsoever arising in respect of any claims made by third parties against the Supplier arising out of the provision of the Service.
- 12.4. All notices shall be given to the Supplier via email at KAST@kingston.ac.uk

13. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales, and subject to the exclusive jurisdiction of the English Courts.