

## YorkTest Laboratories Limited Terms and Conditions

**Important: Each term should be read carefully. These terms strictly limit or define the parties obligations.**

The following terms and conditions will apply to all purchases of "Test(s)" made by "The Customer" from YorkTest Laboratories Limited ("YTL"):

These Conditions comprise all the terms of the Contract between The Customer and YTL for the Test(s) as described in clause 2. If you click the 'Proceed to Checkout' icon, to accept or use the Tests, The Customer shall be deemed to accept these Conditions, despite anything to the contrary stated in The Customer order.

A contract shall come into effect when YTL responds to The Customer by email upon receipt by YTL from The Customer of an order using the website specifying the Test(s) that The Customer wishes to purchase.

### 1.1 In this Contract:

"Conditions" means the terms and conditions set out in this Contract; "Contract" means a contract between The Customer and YTL incorporating these terms and conditions;

"Test(s)" means the one or more of the tests and the related testing kit as described in clause 2 as selected by The Customer and sold by YTL to The Customer;

"Test Results" means the results supplied by YTL to The Customer from the samples taken by The Customer using the Testing Kits.

1.2 Any reference in this Contract to any provision of a statute shall include any subsequent amended provision, re-enactment or extended provision relevant at any time.

1.3 The headings in this Contract are for convenience only and shall not affect its interpretation.

### 2. What the tests cover

YTL's Tests are designed, depending on the Test(s) The Customer orders, to highlight the following:

2.1 if The Customer has ordered a food intolerance test IgG (FoodScan) YTL's food intolerance tests are NOT designed to, nor will The Customer results indicate, that The Customer (may) suffer an allergic reaction to those individual foods or food groups covered by the test The Customer has ordered. YTL accepts no responsibility for any condition or symptoms The Customer may

develop caused by an allergic reaction to certain foods or food groups. Please note that YTL's food intolerance tests are not guaranteed to identify all food intolerances The Customer suffers from; particularly in the following circumstances:

2.11 Where any food or food group has not been regularly consumed as part of The Customer diet for at least 2 months prior to the test; or

2.12 Where The Customer is taking prescribed drugs such as immunosuppressants, cytotoxic drugs, or steroids.

2.13 YTL advises The Customer to consult your medical practitioner with your food intolerance test results in the following circumstances:

2.14 if you are unsure of the difference between food sensitivities or food allergies; or

2.15 where you are taking any prescribed drugs or medication.

2.16 Please note: Raised levels of IgG antibodies within your blood indicate food intolerance. If you have already taken the decision to eliminate a particular food and have not been eating that food for over a month, it may not show up on your results – even if you are intolerant to it. This is because the level of IgG within your blood will have reduced because of the elimination. If you know the eliminated food is something that triggers your symptoms, do not start eating it again just to confirm this through the test. We do not want to encourage you to eat a food which you already know is a problem for you. Use the FoodScan to help identify all other problem food in your diet.

2.2 Homocysteine test: levels of homocysteine in the blood

2.3 LiverCheck: ALT + AST levels in blood

2.4 Gut Health Test : levels of bacteria, moulds and fungi in stool samples

2.5 Body ID Plan: raised levels of IgG antibodies

2.6 AllergyCheck : IgE mediated allergies

PLEASE NOTE: The presence of IgE antibodies is an indication that you may be allergic to that particular substance (allergen) but is not a definite diagnosis on its own. If you have previously been advised of an allergy but your AllergyCheck result does not show a positive result, you must continue to avoid that known allergen. If you are not currently suffering from clinical symptoms, or you have been avoiding a known allergen this can affect your AllergyCheck results and results may not show up as positive.

### **3. Prices and conditions of sale**

3.1 The price of the Test(s) shall be the price quoted on the website or in the literature of YTL as amended from time to time and are subject to delivery charges as stated in clause 4 below. All payments shall be made in sterling on Yorktest.com

3.2 To place your order select the Test(s) you wish to purchase and click on the "Add To Basket" icon. After you have finished your selection, click on the

"Proceed to checkout" and you will be asked for a few details that we need to be able to satisfy the order:

3.21 For orders placed over the internet, we accept Amex, Visa, Mastercard and Eurocard credit/debit card payment; or

3.22 You may send your order, including cheque or credit card details, by fax or by post to the fax number (credit card payment only) or postal address (credit card or cheque payment) listed on the website and in the literature.

3.3 If you send your order over the internet, YTL will send you an order confirmation by email. If you send your order by fax or by post YTL will send an order confirmation by return fax or by post only. All order confirmations will be sent on or before (but no later than) delivery of your Test(s).

3.4 YTL reserves the right to increase the price of the Test(s) to reflect any increase in the cost to YTL which is due to any factor beyond the control of YTL and/or any change in delivery dates or quantities which is requested by The Customer.

3.5 The Customer shall pay to YTL the price of the Test(s) prior to delivery. Once cleared funds have been received YTL shall arrange delivery of the Test(s).

#### 4. Delivery charges

4.1 All delivery and handling charges are included in the price(s) shown on the website.

4.2 YTL shall deliver the Test(s) by post to The Customer upon receipt of cleared funds from The Customer. Orders will be delivered to the address stipulated by The Customer on the order form in the section marked "Delivery Details". A minimum of 10-14 days from receipt of cleared funds should be allowed for such delivery.

4.3 Any dates quoted for delivery of the Test(s) are approximate only and YTL shall not be liable for any delay in delivery of the Test(s). Times for delivery shall not be of the essence unless previously agreed by YTL in writing. The Test(s) may be delivered by YTL in advance of the quoted delivery date.

4.4 If YTL fails to deliver the Test(s) for any reason other than any cause beyond YTL's reasonable control, and YTL is accordingly liable to The Customer, YTL's liability shall be limited to price of the Test(s) in relation to The Customer order.

4.5 It is the express responsibility of The Customer to inspect the Test(s) immediately upon their delivery. The Customer shall notify YTL within 28 days of delivery in respect of any damage to the Test(s), shortfall or incorrect specification being delivered. If The Customer does not notify YTL within 28 days

following delivery the Test(s) shall be deemed in accordance with the order placed by The Customer and completely satisfactory.

### **5. Delivery of The Customer Test(s)**

We aim to deliver the Test(s) to The Customer within 14 days of receipt of The Customer order. If we are unable to deliver your Test(s) within 30 days of receipt of your order we will contact The Customer using the means by which we send The Customer order confirmation (see clause 3 above) giving The Customer the option to cancel The Customer order. Orders will be delivered to the address stipulated by The Customer on the order form in the section marked "Delivery Details".

### **6. Cancellation of The Customer order**

Under the Distant Selling Regulations The Customer may cancel the order within 7 working days from the day after the Test(s) have been received. To do this The Customer must either notify YTL by email, fax or send a letter to the address stated in clause 12 informing YTL that the Test(s) are being returned. A refund will be made within 30 days of receiving the cancellation request. Further details of the Distant Selling Regulations can be found at:

<http://www.berr.gov.uk/consumers/buying-selling/distance-selling/index.html>

### **7. Availability of testing kit**

In the event that your Test(s) is not in stock or for some other reason cannot be delivered to The Customer within 30 days, we will contact The Customer using the means by which we send The Customer order confirmation (see clause 3 above) giving The Customer details of the likely delivery date and giving The Customer the option to cancel The Customer order if The Customer would rather not wait. If The Customer decides to cancel the order, we will issue a full refund of monies paid.

### **8. Receipt of The Customer testing kit**

8.1 On receipt of your Test(s), you need to take your sample(s) following the instructions contained within your Test(s) carefully. The Customer sample(s) need to be returned to YTL for analysis in the container provided with the Test(s) by posting it using the pre-paid envelope.

8.2 Refer to the below grid to find out when you should return your test sample and the days The Customer must post it back.

Test	Post sample within stated time period after collection	Post The Customer tests on the following days
First Step FoodScan	48 HRS	Mon - Sat
FoodScan 113	48HRS	Mon – Sat

AllergyCheck	Same day before midday	Mon - Thur
LiverCheck	Same day before midday	Mon - Thur
Gut Health Test	Same day before midday	Sat - Tu
Homocysteine	Same day before midday	Mon - Thur
Body ID Plan	48 HRS	Mon – Sat

Important: If The Customer does not return their sample(s) within the timescales stated above YTL will not be able to conduct an accurate analysis of The Customer samples(s)

8.3 If The Customer has ordered more than one Test(s), each sample must be returned individually to YTL in the pre-paid envelope provided with each Test(s).

### **9. Delivery of The Customer test results**

YTL aims to deliver your Customer Test Results within 15 working days of receipt by YTL of The Customer returned sample(s). If YTL are unable to deliver The Customer Test Results within 30 days, YTL will contact The Customer using the means by which The Customer order confirmation was sent (see clause 3 above) giving your details of the likely delivery date and giving The Customer the option to cancel your order if you would rather not wait. If The Customer decides to cancel the order, YTL will issue a refund of the full price of the Test(s).

### **10. Tax charges**

All applicable sales tax charges (i.e. VAT or charges of a similar nature) are included within the price quoted for the Test(s).

### **11. Credit card security**

11.1 All credit card numbers are encrypted on your computer when the order is placed using 40 bit encryption. They are only decrypted after they reach our computer. They are not held in clear text on any of our websites.

11.2 The Customer is entitled to cancel any payment due to be made in respect of The Customer order in the event that The Customer discovers that their card has been used fraudulently by any unauthorised person to buy Test(s) under this Contract. Your card issuer will be liable to re-credit your debit, credit or payment card in respect of any sums already paid. If The Customer does discover that fraudulent use has been made of their card The Customer should immediately notify both YTL and your card company and provide full details.

### **12. Our returns policy**

12.1 At YTL we want The Customer to be completely satisfied every time they shop with us. If for any reason our customers are unhappy with the Test(s) they have purchased or simply that The Customer decides they do not want to proceed with the Test(s) just return your Test(s) to us in its original condition

within 30 days of delivery of the Test(s) and we will issue a refund of monies paid less a handling charge of £3.95. This does not affect your statutory rights.

12.2 To make a return please send the Test(s) securely (and individually) packaged and postage-paid to the address below:

YorkTest Laboratories Limited  
G3  
York Science Park  
York  
YO10 5DQ  
United Kingdom

### **13. Use of information**

13.1 The Customer acknowledges that by using the Test(s) and returning their sample to YTL The Customer signifies their agreement to YTL testing The Customer sample and (subject to your rights which may arise by reason of clause 9) The Customer cannot thereafter seek to exercise any rights of cancellation of this Contract.

13.2 The Customer also acknowledge that in order for YTL to carry out the Test(s) and report back to The Customer the Test Results, YTL will need to process information about The Customer which relates to The Customer physical health or condition and that by returning The Customer sample to YTL The Customer agree to YTL's processing of such information for the purposes of testing and reporting back to The Customer the best results.

### **14 Force Majeure**

YTL shall have no obligation to deliver if delivery is delayed hindered or prevented by any circumstances beyond YTL's control including but not limited to strikes, lockouts or other industrial action, civil disturbance, war, fire, explosion, storm, flood, tempest or other natural disasters, seizure, arrest or requisition government regulations, restrictions shortage, sub-contractor failure or any act of terrorism.

### **15. Governing law and contract information**

This Contract shall be interpreted, construed and enforced in all respects in accordance with the laws of England, and The Customer and YTL irrevocably submit to the exclusive jurisdiction of the English Courts.

### **16. Warranty and limitation of warranty**

16.1 YTL warrants that the Testt(s) will be of satisfactory quality and fit for use by The Customer for the purposes of taking (without the need for qualified medical assistance):

16.1.1 Elevated IgG antibodies to a mix of foods identified within the First Step FoodScan food intolerance indicator test (applies only to orders of the First Step FoodScan food intolerance indicator test.)

16.1.2 Intolerances caused by delayed IgG reactions to those foods identified within the FoodScan 113 food test (applies only to the 113 food test)

16.1.3 Allergies caused by raising IgE antibody levels identified by the AllergyCheck (applies only to the AllergyCheck test)

16.1.4 Homocysteine levels in the blood identified by the Homocysteine test.

16.2 If The Customer has ordered the food intolerance tests a measured 55 microlitre sample of blood is required

16.2.1 If The Customer has ordered the Homocysteine test a measured 100 microlitre sample of blood is required

16.2.2 If The Customer has ordered the LiverCheck test a measured 100 microlitre sample of blood is required

16.2.3 If The Customer has ordered the AllergyCheck test a measured 150 microlitre sample of blood is required

16.2.4 If The Customer has ordered the Body ID a measured 55 microlitre sample of blood is required

16.2.5 YTL does not make any other promises or warranties about the Test(s) or the Test Results.

16.4 YTL shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Test(s) has not been paid.

16.5 Except in respect of death or personal injury caused by YTL's negligence, YTL shall not be liable to The Customer for any loss or damage caused by YTL or our employees or agents in circumstances where:

16.5.1 there is no breach of a legal duty of care owed to The Customer by YTL or by any of YTL's employees or agents;

16.5.2 such loss or damage is not a reasonably foreseeable result of any such breach;

16.5.3 Any increase in loss or damage resulting from breach by The Customer of any term of these Conditions.

16.6 YTL shall have no liability to The Customer in respect of damaged or defective Test(s) where damage has been sustained in transit after delivery of the Test(s) to The Customer or its agents.

16.7 Subject to Clause 16.10 YTL's liability for any breach of the terms of this Contract or otherwise will be limited to the value of the Test(s) purchased.

16.8 YTL shall accept no liability for the use of the Test(s) by The Customer other than in accordance with YTL's instructions.

16.9 The Customer will indemnify YTL against all loss, damages, costs and expenses awarded against or incurred by YTL in connection with any claim paid or agreed to be paid by YTL as a consequence of the Consumer Protection Act 1987.

16.10 Nothing in clause 16 shall limit YTL's liability to The Customer for death or personal injury resulting from YTL's negligence or for YTL's fraud.

## **17 Intellectual property rights**

17.1 The specification and design of the Test(s), including the copyright, design right or other intellectual property in them shall as between the parties be the property of YTL.

17.2 The Customer will not use any YTL trademarks, logos, trade names or any other intellectual property rights without the prior written permission of YTL.

## **18 General**

18.1 No waiver by YTL of any breach by The Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.2 If any of these Conditions is held invalid or unenforceable in whole or in part the validity of the remaining Conditions and the remainder of the provision in question shall not be affected.

18.3 Words importing the masculine shall include the feminine and neuter and vice versa. Words importing the singular shall include the plural and vice versa and words.

18.4 For the avoidance of doubt nothing in these Conditions shall confer on any third party any benefit or the right to enforce any term of this Agreement.

18.5 Any complaints regarding the Tests or the service received should be sent to Customer Care, YorkTest Laboratories Limited, G3, York Science Park, York, YO10 5DQ.

18.6 It is important that The Customer reads and understand these Conditions. If there is any term that The Customer does not understand or do not wish to agree to, then please discuss it with YTL's representative.

## **19 Terms and conditions of website usage**

The use of this website is subject to the following terms of use:

19.1 The content of the pages of this website is for the Customers general information and use only. It is subject to change without notice.

19.2 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. The Customer acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

19.3 The Customer use of any information or materials on this website is entirely at The Customer own risk, for which we shall not be liable. It shall be The Customer own responsibility to ensure that any products, services or information available through this website meet The Customers specific requirements.

19.4 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

19.5 All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

19.6 Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.

19.7 From time to time this website may also include links to other websites. These links are provided for The Customer convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

19.8 The Customer may not create a link to this website from another website or document without YorkTest's prior written consent.

19 .9 The Customer use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.