

## TERMS AND CONDITIONS

1. NorthGene is registered in England under Company No 2914392. Our office is based in The Biosphere, Draymans Way, Newcastle Helix, Newcastle upon Tyne, NE4 5BX. Drug and Alcohol tests are subcontracted to a BS EN ISO17025 accredited laboratory.
2. In these terms "sample" shall mean any biological sample accepted by NorthGene for Drug and Alcohol testing. "Drug and Alcohol testing" shall refer to any type of analysis and shall be carried out using whatever scientific test(s) is/are deemed necessary by NorthGene Ltd and our testing Laboratory.
3. All fees payable for this service are quoted inclusive of VAT. The standard fee per person for a test will cover the provision of a sampling kit, the performance of drug and alcohol testing, the analysis of the test results and the provision of an electronic certificate. The standard fee **does not** include:
  - i) Any fees or costs associated with either the taking of samples or their return to the testing laboratory;
  - ii) The production of an Expert Witness report.
  - iii) The attendance of an Expert Witness at Court hearings;
  - iv) Any extra scientific work required in forensic science investigations.
4. Client means the individual, an authorised Legal Representative or other body requesting the services. In the event of the client, or any individual required to attend by the client, not attending a pre-arranged sample collection appointment or not giving at least 48 hours' notice of cancellation a fee of £250 plus VAT shall be payable by the ordering party.
5. NorthGene will only carry out Drug and Alcohol testing when the following have been supplied:
  - i) Completion of our registration document
  - ii) All samples relevant to the purpose for which the test is required with appropriate consent and identification
6. Investigations ordered by solicitors, courts or government agencies will be invoiced with payment due by 30 days from the date of invoice. Full upfront payment is required for all private testing.
7. NorthGene reserves the right to withhold the Drug and Alcohol testing report until payment is made in full. In legal cases it is the responsibility of the referring solicitor to ensure that full payment is made by all parties. If an invoice remains unpaid at the end of the period of grace, an additional administrative fee will be added of 10% of the sum total excluding VAT. After a further 30 days, interest at 2% per month will be added.
8. NorthGene does not accept responsibility for the acts or omissions of external samplers (e.g. doctors/nurses) or external handlers of samples.
9. NorthGene reserves the right to request further samples at the expense of the person requesting the Drug and Alcohol analysis in cases where the quantity or quality of the sample received is not adequate or does not comply with the instructions issued with the sampling kit.
10. NorthGene will endeavour to produce a report within a reasonable time but cannot accept any responsibility for any delay howsoever caused.
11. NorthGene's Subcontracting Laboratory will undertake the Drug & Alcohol Testing on the understanding that the final report will be made available to the ordering party and any individuals or organisations that have a lawful interest in the outcome of the test, unless instructed not to do so. Reports will only be disclosed in written or electronic form.
12. Any sample will not be released to any other person or organisation without the donor's written consent or a Court order.
13. Records will be retained for a minimum of one year from completion of testing. Samples will be destroyed after six months from completion of testing.
14. In the event that you wish to cancel a case after you have registered with us a cancellation charge plus VAT will be levied. The amount of this charge will depend upon the level of work that we have completed up to and including the date of such cancellation. Cancellation charges range from £100 to the full amount of the test.
15. The Service Provider shall be entitled to use data, results and any surplus samples submitted in any studies relating to statistical and chemical parameters for drug and alcohol testing but only in an anonymous manner to prevent the identity of any individual being traceable. Should the Client not wish the Service Provider to use its anonymised information in this manner they must notify the Service Provider in writing by sending an email to [info@northgene.co.uk](mailto:info@northgene.co.uk)