



**CONSUMER SERVICES TERMS  
AND CONDITIONS OF SUPPLY  
Of circulating tumour cell**

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## Our terms

### 1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply the CTC testing services to you which we will refer to, as “Services”. CTC testing means the enumeration of circulating tumour cells of epithelial origin in whole blood.
- 1.2 **Why you should read them.** You should read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2 Information about us and how to contact us

- 2.1 **Who we are.** We are Source BioScience (UK) Limited a company registered in England and Wales. Our company registration number is 4078501 and our registered office is at 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX. Our registered VAT number is 813 6499 14.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0115 9739012 or by writing to us by email to [Healthcare.Lab@sourcebioscience.com](mailto:Healthcare.Lab@sourcebioscience.com) or Healthcare Lab, Source BioScience, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or when we tell you in writing that we are able to provide you with the Services, at which point a contract will come into existence between you and us on these terms.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order for any reason, we will inform you of this and will not charge you for the Services.

### 4 Your rights to make changes

If you wish to make a change to the Services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 5 Our rights to make changes

**5.1 Minor changes to the Services.** We may change the Services:

**5.1.1** to reflect changes in relevant laws and regulatory requirements without affecting the integrity of the test we undertake ; and/or

**5.1.2** to implement minor technical adjustments and improvements, for example to address a security threat or if there are changes to our operating procedures due to changes in industry practice. These changes will not affect your use of the Services.

## 6 Providing the Services

**6.1 When we will provide the Services.** We will supply the Services to you from the date we accept your order until we have completed the Services. The estimated completion date for the Services will be, as told to you during the order process.

**6.2 We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

**6.3 What will happen if you do not provide required information or a Sample to us.** As we will have advised you during the order process, we will need certain information from you including for example, sufficient details to unambiguously identify your Sample. In addition we will require an appropriate blood sample which your GP will arrange to be taken and submitted to us (the "Sample") so that we can provide the Services to you. If we do not receive the information with the Sample, we will contact you to ask for this information. If you do not, within reasonable timescales provide us with the Sample and information, or you provide us with incomplete or incorrect information, we may either end the contract (see condition 8.1 below) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**6.4 Reasons we may not be able to provide the Services.** We may not be able to provide the Services if the Sample sent to us by your doctor is defective. A defective Sample ("Defective Sample") means a Sample which has been collected in the incorrect container, a Sample that is evidently damaged, a Sample that has clotted at the time we undertake the test, a Sample of a quantity that is less than 4 millilitres or a Sample that is found to have been taken more than 96 hours ago at the time the testing is to commence.

**6.5 Your rights if we suspend the Services.** We will contact you to tell you if for any reason we need to suspend the Services. You may contact us to end the contract

if we suspend the Services for a period of more than 5 (five) days, and we will refund any sums you have paid in advance for Services not provided to you.

- 6.6 We may also suspend the Services if you do not pay.** If you have not already paid us and then fail to pay us for the Services when you are supposed to (see condition 10.4 below) and you still do not make payment within 14 days of us reminding you that payment is due, we may withhold any further supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not withhold or suspend further supply of the Services where you dispute an unpaid invoice (see condition 10.6 below). As well as suspending the Services we can also charge you interest on any overdue payments (see condition 10.5 below).

## **7 Your rights to end the contract**

- 7.1 You can always end the contract before the Services have been supplied.** You may contact us at any time to end the contract for the Services, but in some circumstances we may charge you certain sums for doing so (for example if we have incurred costs in sending out a Sample kit to you).
- 7.2 What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at conditions 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:
- 7.2.1** we have told you about an upcoming change to the Services or these terms which you do not agree to;
  - 7.2.2** we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
  - 7.2.3** there is a risk the Services may be significantly delayed because of events outside our control; or
  - 7.2.4** we suspend the Services for technical reasons, or notify you that we are going to suspend the Services for technical reasons, for a period of more than 5 (five) days
  - 7.2.5** you have a legal right to end the contract because of something we have done wrong.
- 7.3 What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in condition 7.2 above, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract. This includes by way of example, acquisition of Sample collection or test kits or reagents that are non-returnable. We will refund the balance (after deduction of our reasonable costs if any) of any advance payment you have made for Services which will not be provided to you.

## 8 Our rights to end the contract

**8.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

**8.1.1** you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due;

**8.1.2** you do not, within a reasonable time of us asking for it, provide us with information or a Sample that is necessary for us to provide the Services, for example, up to date contact information.

**8.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in condition 8.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 9 If there is a problem with the Services

**9.1 How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning our reception at 0115 9739012 or by writing to us at [Healthcare.Lab@sourcebioscience.com](mailto:Healthcare.Lab@sourcebioscience.com) and Healthcare Lab, Source BioScience, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX.

**9.2 Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

**9.3 Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights (as described in condition 9.2 above) and does not affect them. In the unlikely event there is any defect with the

Services and that defect is not caused by you sending us a Defective Sample (as described in condition 6.4 above) then:

**9.3.1** if remedying the defect is impossible we will refund the price you have paid for the Services.

**9.3.2** in all other circumstances we will use every effort to resolve the defect free of charge, without significant inconvenience to you, as soon as we reasonably can. If we fail to remedy the defect we will refund the price you have paid for the Services.

If the defect in the Services is a result of us receiving a Defective Sample from you then the goodwill guarantee in conditions 9.3.1 and 9.3.2 above will not apply.

## **10 Price and payment**

**10.1 Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have expressly advised you of another price in writing. Prices for any additional Services further and subsequently provided pursuant to any order will be the prices we advise you of in writing or where none, as set out in our price list in force at the date of such further and subsequent provision. We take all reasonable care to ensure that the prices of Services advised to you are correct. However please see condition 10.3 below for what happens if we discover an error in the price of the Services you order.

**10.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

**10.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.

**10.4 When you must pay and how you must pay.** You must pay for the Services, in advance in full and cleared funds (without any deduction, set-off or withholding) before we start providing the Services. You must pay our invoice within 30 calendar days after the date of the invoice. We accept payment by BACS transfer.

**10.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date (see condition 10.4 below) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the

due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 10.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## **11 Our responsibility for loss or damage suffered by you**

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 11.2 We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 Nothing in these terms shall limit or exclude our liability to you for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation for any other matter in respect of which it is unlawful to exclude or limit liability.**

## **12 How we may use your personal information**

- 12.1 How we will use your personal information.** We will use the personal information you provide to us to:
- 12.1.1** provide the Services;
  - 12.1.2** process your payment for such Services; and
  - 12.1.3** if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.
- 12.2 We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 12.3** We will only give your personal information to other third parties where the law either requires or allows us to do so.

## **13 Sample and the patients consent**

- 13.1** When the doctor submits the Sample to us, we shall assume that the patient (in this case, Rhea Sheedy), has given the doctor express consent to send her Sample on to us and for us to perform the Services and to provide the results of the Services back to the doctor.

## 14 The Testing and what it means

- 14.1 Changes in circulating tumour cells are predictive of disease progression among cancer patients receiving chemotherapy. CTC testing is an adjunct providing supplementary additional information to other information that doctors may use in clinical decision making for the treatment of a patient with cancer. CTC testing is not something that a doctor will rely upon on its own for clinical decision making.
- 14.2 CTC testing can be used in conjunction with other clinical methods for monitoring metastatic breast cancer (mBC), metastatic prostate cancer (mPC), and metastatic colorectal cancer (mCRC).

## 15 Who do we provide the test results to

- 15.1 There are regulations relating to the Services we are providing to you which means that we cannot supply the results of the testing directly to you. We will only provide the results and outcomes of the Services directly to the doctor, that has signed your test consent form.

## 16 Other important terms

- 16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.2 **You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent.
- 16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

**16.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you, or we, can contact an alternative dispute resolution provider. If you are not satisfied with the outcome of alternative dispute resolution you can still bring legal proceedings.

In signing below, you confirm that you have read, understood and accepted our terms and conditions of supply of CTC testing.

Signed by consumer .....

On (date) .....