

Terms & Conditions for the Purchase of Forensic Proficiency Testing Kits**1. Introduction**

Forensic Access is a long established and independent provider of forensic services and active casework for the prosecution and defence services, private and public industry, private individuals and a variety of other organisations. As part of its expertise Forensic Access provides and manages a range of forensic proficiency tests under the FPTS™ (Forensic Proficiency Testing Services) brand. These services have now been packaged into an efficient web-based service to support organisations, individual practices and independent forensic scientists to avail themselves of professional assessments to accredited standards in order to support their activities.

This website facilitates the offer of the forensic proficiency tests, the purchase of the service and the communication and management of results and assessments. The following terms of business set out the obligations of the parties and the management of the sale and purchase of products and services relating to the Proficiency Testing Service. As part of the purchase process You will be asked to give Your express agreement to these terms and conditions before You place an order on the website.

The Proficiency Testing Service is provided by Forensic Access Ltd, a company registered in England and Wales, company registered no 05107377, whose registered office is situated at Aspect House The Quadrangle, Grove Technology Park, Wantage, Oxfordshire, OX12 9FA

2. Interpretation

2.1. In these terms and conditions:

- a) "We" means Forensic Access Ltd
- b) "You" means You the customer or prospective customer,
- c) "Us", "Our" and "Your" are to be construed accordingly

2.2. This Agreement shall come into force on the date and at the time (the "Effective Date") Your order is confirmed as accepted by Us following the completion of Your e-commerce purchase request set out in section 4 and shall remain in force until the sooner of the dates that:

- a) The Services are completed for the given purchase transaction: or
- b) This Agreement is terminated for any other cause

2.3. Except where the context expressly requires otherwise, references to clauses, paragraphs, sub-paragraphs and schedules are references to clauses, paragraphs, sub-paragraphs and schedules of or to this Agreement.

2.4. "writing", includes communication effected by email.

2.5. A statute or a provision of a statute is a reference to that statute or provision as enacted, amended or re-enacted at the relevant time.

- 2.6. The headings used are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 2.7. References to the singular include the plural and vice-versa and references to either gender shall include the other gender.

3. The Service

- 3.1. The service (the "Service") comprises a selection of options of test categories which may be selected either individually or in a combination of categories. Once selected and purchased We will despatch by courier or other means of recorded, "signed for" delivery the associated assessment samples, together with detailed instructions of how to proceed with the test and the return of results. Following receipt of the test results We will evaluate the results and issue Our assessment.
- 3.2. The service is open to business users only and is available to public bodies, incorporated companies, partnerships and consultants acting in the business capacity of sole traders. The Service is not available to non-business entities.

4. Order process

- 4.1. All orders that You place on this website will be subject to Our acceptance in accordance with these terms and conditions.
- 4.2. The Services listed on Our website constitute an "invitation to treat" not a contractual offer. Your placement of an order constitutes You making an offer to buy the Services and is subject to Our acceptance.
- 4.3. To place an order, You must register as a user of the Service on the relevant web page form. For security reasons, You will be sent a verification email to the address from which You registered and which will require Your response to authenticate the account.
- 4.4. Once registration is completed, You will be able to place Your order(s) for the Service. Payment will be required by credit card or debit card or, subject strictly to prior approval, by receipt of an authorised Purchase Order. Your acceptance of these terms of business and Your confirmation in the order placement tick box will complete the order process for credit account orders or take You to the payment page for credit card payment orders.
- 4.5. On receipt of Your order, We will send You an e-mail to confirm its safe receipt. This is an acknowledgement of Your order only and is not a contractual acceptance of Your order. Acceptance of Your order will follow by a later email stating specifically Our acceptance of Your offer and that a contract has been made between You and Us, together with an estimated despatch date of the material due to You as part of the Service.
- 4.6. If, for any reason We are unable to accept Your order We shall advise You accordingly and any payment already received by credit or debit card will be refunded to Your account

5. No cancellation of orders

The provision of this Service is built around the preparation of bespoke samples so We are unable to offer an order cancellation facility once Your order is completed and acceptance is notified to You.

6. Prices

The prices are as published on the website and are in UK sterling and net of VAT which will be added at the prevailing rate to the final price at checkout. The prices include the preparation, provision and delivery of the test sample(s), for the assessment of the returned results and the issue of the formal written assessment notification.

7. Payments

Payments are taken by a fully secure proprietary automated e-commerce payment service. Completion of the order process set out in 4.4 will divert You to the payment service website in which Your payment will be processed. All payments are managed and regulated in accordance with UK statutory requirements including full protection for

remote card payments. Neither the Forensic Access e-commerce site nor the secure payment site will retain details of card numbers or authorisation codes.

8. B2B Purchase Orders

For Customers who wish to purchase by Purchase Order, the provision of an authorised purchase order number will be a pre-requisite to completion of the order process. Invoices will be issued electronically and will be subject strictly to payment within 30 days from the date of the issued invoice.

Customers outside of the UK making purchases by purchase order will be required to make payment immediately and goods will only be despatched when all monies have been received by our bank.

9. Risk and transfer of risk

Risk in the preparation and provision of the test sample(s) shall remain with Us until the date and time of the signed for delivery at which point You will assume full responsibility for the test sample(s) and its integrity. Whilst the test sample carries no significant commercial value beyond the purpose for which it is provided it should be noted that damage or contamination may render the test sample(s) unfit for the purpose intended. You should contact Us immediately upon receipt if You suspect that the integrity of the test sample may have been compromised. The treatment and handling of test samples may vary with the nature of the test sample provided so it is essential that You follow precisely the instructions issued in respect of the test sample in question. In particular Your attention is drawn to the correct handling of those samples where, by their nature, incorrect handling may represent a safety issue. You shall remain fully responsible to protect against these risks once the test sample(s) has been received by You.

10. Warranties and representations

10.1. You warrant and represent to Us that:

- a) You are legally capable of entering into binding contracts;
- b) You have full authority, power and capacity to agree to these terms and conditions;
- c) all the information that You provide to Us in connection with Your order is true, accurate, complete and non-misleading; and
- d) You will be able to take delivery of the products in accordance with these terms and conditions.

10.2. We warrant to You that:

- a) We have the right to sell the products that You buy;
- b) the products We sell to You are sold free from any charge or encumbrance, except as specified in these terms and conditions;
- c) the products You buy will correspond to the description published on Our website; and
- d) the products You buy will be of satisfactory quality for the purpose intended.

10.3. All of Our warranties and representations relating to the supply of products are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 15.1 all other warranties and representations are expressly excluded.

11. Assessment process, delivery and recording of results

11.1 The processes expected of You will be set out clearly in the instructions provided along with the respective test sample(s). In the majority of cases this will be centred on You completing the results documentation and returning it to Us electronically. An assessment of Your results submission will be made by Our personnel and will be notified to You via the route requested on Your results return submission. Some tests may require the return of

provided equipment and in these cases completion of your assessment will remain subject to Your adherence to the instructions provided.

- 11.2 In the event of query of an assessment We will work with You to clarify the results provided but We reserve the right to make the final decision on the assessment result.

12. Confidential Information

12.1. Confidential Information is defined as all information in whatever form or medium (including without limitation in written, oral, visual, machine readable or electronic form) relating to the Parties, their respective businesses, associates, customers, suppliers and other third parties which is disclosed before or after the execution of this Agreement directly by either Party or on behalf of either Party in relation to, or as a consequence of the provision and use of the services under this Agreement. Confidential Information includes, without limitation;

- a) information relating to the Parties' identities, products, operations, plans or intentions, contracts, property, data, results, know-how, trade secrets, drawings, works of authorship, inventions, technical information, formulations, software source documents, research, development, new services, offerings and products, marketing information, business plans and strategies, commercial information, budgets and unpublished financial statements, licensing and distribution agreements, prices and costs or such other information as the Parties identify to each other (whether or not in writing) as confidential either at the time of disclosure or as soon as is reasonably practicable following disclosure;
- b) any notes, reports, compilations, analyses and reviews or any other documents, which contain, reflect or are compiled from any information referred to in (i) above, whether prepared by or on behalf of each of the Parties;
- c) the existence, content or nature of this Agreement and of discussions between the Parties in relation to the activities under this Agreement;
- d) any information the nature of which would deem disclosure to unauthorised recipients an offence, criminal or civil, under English law, including the Data Protection Act 1998 and/or similar legislation.

13 Treatment of Confidential Information

13.1 Both Parties will treat and keep all Confidential Information as secret and confidential and will not, without the other Party's strict written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person, body or organisation other than in accordance with the terms of this Agreement. The Parties will only use the Confidential Information for the sole purpose of activities between the Parties in relation to this Agreement or for the subsequent performance of any further activities pursuant to this Agreement. Save that Confidential Information shall not include any information which:

- a) at the time of disclosure or at any time thereafter is in the public domain, except where this has arisen as a result of a breach of the terms of this Agreement; or
- b) the Receiving Party can establish was lawfully in that Party's possession prior to disclosure by that Party; or
- c) is received by the Receiving Party from a third party who owes no obligation of confidence to the Disclosing Party in relation to the information in question; or
- d) is independently developed or acquired by associates of the Receiving Party and who have not had and do not have any knowledge of or access to the Confidential Information of the Disclosing Party; or
- e) to the extent required by law the Receiving Party is required to disclose to any court, administrative or regulatory body, provided that the Receiving Party shall, to the extent permitted by law, inform the Disclosing Party of the existence and extent of the duty to disclose, and use reasonable endeavours to ensure that it does not disclose any more of the relevant Confidential Information than is necessary in the circumstances.

13.2 In the event that a Party is required to disclose Confidential Information in accordance with clause 13.1e) above, it shall promptly notify the other Party regarding the form, nature, content and purpose of such disclosure.

14 Intellectual Property and Copywrite

The skills, know-how, designs and methods utilised by Forensic Access to create and deliver the Services constitute valuable trade secrets and Confidential Information of Forensic Access and its associates. Forensic Access asserts all such rights in the processes and means of delivery to provide the Services that can properly be claimed to be owned by Forensic Access and/or its associates together with the copywrite of all documentation supporting this service. All such rights shall remain at all times with Forensic Access or its associates

15 Limitations and exclusions of liability

15.1 Nothing in this Agreement shall exclude or limit liability for personal injury or death resulting from negligence or for an act of fraud or of fraudulent misrepresentation.

15.2 Save as set out in 15.1 Our maximum liability to You in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the value of the specific order in question.

15.3 Forensic Access Ltd shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of or corruption of data or information, or any special, indirect, consequential or pure economic losses, costs, damages, charges or expenses, howsoever caused and whether such claim is based on actions of contract, warranty, indemnity, negligence, strict liability, tort or breach of statutory duty and even if subject to prior notice of the possibility of such claims or damages.

16 Data Protection

16.1 Forensic Access Ltd warrants that it shall implement data protection procedures at least to a minimum standard required of the United Kingdom Data Protection Act 1998.

16.2 For the avoidance of doubt Forensic Access employs a robust firewall between its Proficiency Testing Team and all other personnel within the Forensic Access organisation. Individual details of people being tested are anonymised and referenced only by a serial number held within a secure database.

16.3 Assessments will be conducted in the strictest confidence and the outcomes shared only with the person who is the subject of the test and/or their representative organisations as authorised within the application.

16.4 In the event of an adverse assessment Forensic Access will at all times maintain the same strict confidence but Your attention is drawn to any obligations that You may have to Your own certifying body in respect of advising them of assessment outcomes.

17 Use of Test results for Other Purposes

17.1 Forensic Access reserves the right to use the test results at any time for any purposes external to or additional to the purposes set out within this Forensic Proficiency Testing Service, including, without limitation: general statistics, inclusion in academic papers and conferences, advertising and marketing of further services and general research.

17.2 The use by Forensic Access of results as described in 17.1 will always be conducted in strict accordance with the anonymisation undertakings set out in 16.2

18 Variation

18.1 We may revise these terms and conditions from time to time by publishing a new version on Our website.

18.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

18.3 We will not make or retain a copy of these terms and conditions in relation to each specific customer so if We update these terms and conditions, the version to which You originally agreed will no longer be available on the website. We recommend therefore that You consider saving a copy of these terms and conditions for any future reference.

19 Assignment

You may not assign Your benefits or any other interest in this Agreement without the express written permission of Forensic Access.

20 No waiver

A failure or delay in exercising any right, power or privilege under this Agreement will not constitute a waiver of that right, nor will any single or partial exercise of a right preclude any further exercise of that right, power or privilege under this Agreement or otherwise.

21 Severability

The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

22 Survival

The provisions in clauses 14 (intellectual property and copywrite), 15 (limitations and exclusions of liability) and 16 (data protection) shall survive the term of the Agreement.

23 Third party rights

A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

24 Entire agreement

This Agreement represents the final, complete, and exclusive statement of the terms between The Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings. No other agreements, representations, warranties, inducements or promises made by or on behalf of either Party, whether oral or otherwise shall add to or vary this Agreement or be of any force or effect.

25 Law and jurisdiction

This Agreement and all matters relating to it shall in all respects be governed by and construed in accordance with the laws of England and the Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement.

26 Forensic Access, FPTS Contact Details

Forensic Access Ltd. A company registered in England and Wales, company registered no 05107377, whose registered office is situated at Aspect House The Quadrangle, Grove Business Park, Wantage, Oxfordshire, OX12 9FA

Telephone: 01865 595 458

Email: FPTS@forensic-proficiency.com