

Terms and Conditions

Definitions:

The Laboratory (or “we”) refers to the company Wormcount.com Limited.

The Client (or “you”) refers to, initially, the purchaser of the collection kit, up until the point that the sample and completed laboratory request form are received by the Laboratory. From this point the Client refers to the person submitting the sample with their details on the laboratory request form. In the case of invoiced customers, the Client refers to the organisation or individual by whom the Laboratory is engaged to undertake testing/screening on their behalf.

Using the Faecal Screening Facility

1. The Client is responsible for informing The Laboratory of the full and correct postal address to send the collection kits(s) to at the point of order. In the event that an error is made by the Client, a replacement collection kit may be dispatched by the Laboratory upon payment of a fee advised by the Laboratory and paid by the Client.

2. The Laboratory undertakes to dispatch orders received for collection kits before 3pm, on the same working day that the Client's order is received. Orders received after 3pm or during periods when the Laboratory is not open will be dispatched on the following working day. In the event that a collection kit becomes lost in transit to the Client, the Laboratory will issue and dispatch a replacement collection kit to the Client at the Laboratory's expense. Unless otherwise stated on the Laboratory's website at the time of order, replacement collection kits issued can only be dispatched after ten working days has elapsed from the date of original dispatch. Replacement

collection kit(s) will be dispatched to the same address as originally provided by the Client at the time the order was placed. Should the Client wish to amend the delivery address, an administration fee may apply in respect of this amendment.

3. To enable the Laboratory to accurately conduct faecal testing and/or screening, the sample must arrive in the best condition possible. The Laboratory contract to provide suitable collection kits and instruction/information material to assist the Client to provide a viable sample from their animal. The Client must follow the instructions completely. Failure to comply with the instructions may compromise the viability of the sample and therefore impact upon the results of the screen.

4. The Client shall be responsible for ensuring the legibility and accuracy of any Laboratory request form that is submitted. The laboratory will test the sample exactly in accordance with the information provided on the laboratory request form.

5. The Client must provide a sample that has been passed by the animal to be tested and which is identified on the laboratory request form accompanying the sample. The sample must be collected, stored (where applicable), packaged and posted exactly in accordance with the instructions supplied.

6. With the exception of a herd/flock screen sample, unless specifically agreed with the laboratory in advance, each screen is designed for one animal and it is not permissible to pool faecal material from multiple animals. If the Client elects to pool animals in a single test, the amount per animal is unknown and uncontrolled, so the results may not be representative of every animal.

7. The sample vessels must be double-bagged as per the instructions supplied with each kit. If returning samples via Royal Mail, the sample vessels must be placed flat (and side-by side if more than one vessel) inside the envelope to qualify for postage at the Large Letter rate. If the vessels are stacked, one on top of the other, the envelope must then be sent as a small packet. It is permissible to send the sample via a registered and recognised courier service. The Client is responsible for ensuring that the correct fees are paid to the courier service operator.

8. Whatever means is employed; the sample must be returned by a means no slower than first class post to facilitate the receipt of the sample in a viable condition for screening. Failure to do this may mean that a false negative result is produced, for which the Laboratory cannot accept liability.

9. When the samples are packed in complete accordance with the instructions, using the items supplied in the collection kit, the packaging complies with Post Office regulations and packaging standards.

10. Unless otherwise stated, the Client is responsible for paying the return postage of the sample to The Laboratory.

11. It is The Client's responsibility to ensure that the sample arrives at The Laboratory. In the event that the sample is lost in transit by a third party (such as The Royal Mail, courier etc.), The Laboratory will not be liable for the replacement of the collection kits(s). A new sample should be submitted. This may be provided in The Client's own packaging or a new sample collection kit may be purchased from The Laboratory. The Client should contact The Laboratory before resubmitting any samples.

12. The Client will be responsible for reimbursing to The Laboratory any

underpayment of postage as deemed by The Royal Mail, or any third party courier plus a reasonable charge for our administration. In the event that The Client does not agree with the reason for the postal fine, it must be paid in full to The Laboratory and The Client should take up the matter with the postal operator.

13. The Client will be responsible for reimbursing to The Laboratory any tariffs on import plus a reasonable charge for our administration.

14. The Client shall be liable for any reasonable costs incurred by The Laboratory in the event of any variation or suspension of any service requested by The Client.

15. Results will be issued via email. It is possible that some email providers may direct the results email into a spam, junk, deleted or similar sub folder. It is the Client's responsibility to check all of their folders.

Faecal Worm Egg and Larva Screening and Giardia Screening

16. Industry standard screening methods are employed by the laboratory. Faecal worm egg screens, larvae counts and giardia antigen screening are not, and can never be, a definitive reporting method. Every reasonable effort is made by the laboratory to ensure the accuracy and uniformity of screening methods. The result must be read as a snapshot of the content of the sample at the time it arrives in the laboratory and is only an indication of the worm burden of the animal.

17. Transit temperature variations and transit time can affect the viability of the sample and of some parasites. The laboratory therefore recommends regular

screening to enable the results to be read as a trend, rather than in isolation.

18. For lungworm screens, a sample must be provided from three consecutive days. This must be strictly adhered to and the sample should be posted on the third day by first class post. It is essential that lungworm screen samples are stored above refrigeration temperature i.e. above 5 degrees Celsius.

19. Whilst it is not always possible to determine a sample's storage history and therefore its viability, should a sample be deemed to be not viable on arrival in the laboratory, The Client will be contacted to provide a new sample. This may be provided in The Client's own packaging or a new sample collection kit may be purchased from The Laboratory.

20. The Laboratory will commence the screening process for the sample on the working day it arrives in the Laboratory and will transmit the result to you or your appointed agent (e.g. veterinary practice) on the same day that the screen is completed.

21. Lungworm screening is an overnight procedure so these test results will be transmitted on the working day after the sample arrives in the laboratory. Some other tests may take longer but The Client will be informed of this at the time of ordering.

22. It is the Client's responsibility to evaluate (or take professional advice on) the accuracy and completeness of all results, information, statements, opinions and other material transmitted following the screening.

23. Advice and recommendation on further action or treatment within the legal remit of the Laboratory may be offered by the Laboratory if required. In every case where the health of the animal is in doubt, whether by positive or negative screen results from

the laboratory, The Client must consult their vet immediately.

24. The Client agrees to indemnify, release and hold Wormcount.com harmless as well as our officers, directors, agents, representatives and employees from any claim, liability, loss, expense or demand, including legal fees, related to any result(s) reached from testing the sample The Client sends to The Laboratory. Extent of The Laboratory's liability is limited to the cost of the test.

25. The Client accepts and is bound by these Terms and Conditions as well as the separate Returns Policy by submitting a request, order or sample to The Laboratory.

26. The giardia screen is for dogs or cats only. Giardia Screens have a strict 'use by' date marked on the Laboratory Request Form, but The Client will have at least 4 calendar weeks (from date of order) within which to return the giardia sample to The Laboratory for testing. Samples received by the laboratory after the specified 'use by' date can not be tested and no refund can be given.

27. If the Client is returning a sample within a few days of the 'use by' date they should consider sending it by recorded delivery. The Laboratory can take no responsibility for late or delayed samples.

28. The Client should send the sample back to The Laboratory on the day of collection.

Administrative Considerations

29. The website. The purpose of the website is to inform customers of the use of worm counting as part of a parasite control process and to facilitate purchase of faecal collection kits to be submitted to Wormcount.com for screening.

30. Every effort is made to ensure the accuracy of the information which is provided in good faith. No guarantee is made or implied that the information is accurate, complete or current.

31. The Laboratory cannot and does not warrant or guarantee that the website will be accessible at any given time. In no event shall the Laboratory be liable to any other person or entity under any circumstances – including negligence – for any damage or loss of any kind arising from accessing the website.

32. Any typing, clerical or other error or omission in any catalogue, sales literature, price list, dispatch note, invoice or results documentation or any information issued by Wormcount.com (in whatever form and on whatever media) shall be subject to correction without liability on the part of Wormcount.com

33. Intellectual Property. Wormcount.com Ltd owns all of the intellectual property rights relating to the website. All content provided by The Laboratory is copyrighted to Wormcount.com Ltd and no reproduction of any of the material contained within the website which has been produced by Wormcount.com Ltd is permitted without express, written permission from Wormcount.com Ltd

34. All prices stated in any of The Laboratory's catalogues, sales literature, price lists or other documentation, including the Website, (issued by the company from time to time in whatever form and on whatever media) may be altered by us at any time without prior notice.

35. All direct purchases shall be made either through the website or via telephone order, unless the Laboratory is exhibiting at a Trade Show or Exhibition, when purchases may also be made in person.

36. For invoiced customers, The Client shall pay all invoices within fourteen days of the date of issue of the invoice.

37. If The Client fails to make any payment on the due date then (without prejudice to any other rights or remedies The Laboratory may have) the Laboratory shall be entitled to:

a. Cancel the contract and/or suspend any future services to The Client.

b. Charge interest on a day-to-day basis on all overdue sums owing to The Laboratory under these conditions at the rate of 4 percent over the base rate of the National Westminster Bank Plc and interest shall be calculated from the date the sums in question were payable to the date on which payment is made in full, whether before or after judgment.

36. The Laboratory may, at its sole discretion, offer credit and in cases where credit is offered, The Client in accordance with the provisions of the above, shall make payment.

37. The Client accepts and is bound by these term and conditions by accessing the Laboratory's website or submitting a request, order or sample to:

Wormcount.com
Boughton Mill Farm,
Welford Road,
Chapel Brampton,
Northampton,
NN6 8AB