

CombiBreed Health Testing – Terms & Conditions

1. Introduction

- 1.1 The Kennel Club Limited (“the Kennel Club”) is a registered Company in England and Wales (Registration number 8217778) whose registered Office is: 10 Clarges Street, London, W1J 8AB
- 1.2 Weatherbys Ireland Ltd (trading as “Weatherbys”), having its registered office and principal place of business at Weatherbys, Unit F1, M7 Business Park, Newhall, Naas, Co. Kildare, Ireland, W91 VX86
- 1.3 This page outlines the terms and conditions on which the Kennel Club provides the Weatherbys’ DNA testing and Genotyping services available via our website and constitute the whole agreement with you relating to such services.
- 1.4 Please read these terms and conditions carefully before ordering any such services. By using and purchasing these services you agree to be bound by these terms and conditions and shall have no right or remedy except as expressly set out in this agreement.

2. Order Process

- 2.1 You may order testing products and services (a “Test”) by following the directions on the website. Unless otherwise indicated, once you order a Test, you will be sent a sample collection kit.
- 2.2 After receiving the sample collection kit, you need to take and return the sample to us by following the directions provided. You warrant that:
 - 2.2.1. all information you provide about your dog, including the name and breed of your dog, is truthful and accurate;
 - 2.2.2. the sample that will be submitted corresponds to the dog to be tested as indicated by the information provided and found on this order;
 - 2.2.3. you have the legal right to submit a sample for the animal in question (being either the owner, an authorised person acting on behalf of the owner or a veterinary surgeon);
 - 2.2.4. you have obtained all relevant consents or permissions to provide samples and receive results and grant permission for use of the sample;
 - 2.2.5. you accept responsibility for ensuring you meet requirements of any breed society or third party, for example having the sample taken and verified by a veterinary surgeon;
 - 2.2.6. you will not submit samples from animals known or suspected to be carrying an infectious disease;
 - 2.2.7. you will cooperate to help resolve any disputed results as stated in clause 8.

2.2.8. you accept that additional samples may be required to complete this test;

2.3 Where a sample fails during testing by Weatherbys; Weatherbys will attempt to repeat the sample one time if there is enough sample material available at Weatherbys' cost, before requiring a new sample and test purchase.

2.4 Where a sample is assessed unsuitable for analysis at sample receipt by Weatherbys, we will request you provide a new sample. You accept that any cost associated with re-sampling where this is a result of you submitting an unsuitable sample will be borne by you

3. Delivery Times

3.1 All delivery times stated shall be estimates only. The Kennel Club does not guarantee that any test result shall be issued within a specific timeframe.

4. Pricing & Payment

4.1 By ordering a test you agree to pay the then-current applicable fee. We may change the pricing for the services (from time to time at our sole discretion) by updating the website.

4.2 All prices are inclusive of VAT.

4.3 You must pay in advance using the online payment system and cleared payment shall be required before the service is undertaken. Please proceed with sampling within **28 days**. If you do not proceed with the sampling/test procedure then no refund of the fee will be payable.

4.4 We utilise a third party ("Payment Provider") to process payments.

5. Use of Information & Samples

5.1 The Kennel Club will provide your information to Weatherbys to facilitate the provision of sample kits.

5.2 Weatherbys shall store all samples sent for a period of seven years without charge, and shall have no obligation to return or subsequently store samples. Additional years of storage may be agreed separately for a fee. Samples may be stored in the United Kingdom, Ireland or the Netherlands. Weatherbys may choose to store samples at other locations for operational reasons. All samples, results and data become the sole property of the Kennel Club in relation to data and results.

5.3 Test results will be issued to you and a copy of the results also provided by Weatherbys to the Kennel Club and you agree to the publication of the results by the Kennel Club as appropriate including the Health Tests Results Finder and Breed Record Supplement.

5.4 The Kennel Club may contact you regarding your dog's results. In some cases, for example where the precise effect of the tested mutation with respect to the disease is not entirely understood in a particular breed; ascertaining the clinical history and status for the tested dog can provide valuable information for further research. This information, should you be willing to provide it,

will remain completely confidential. By electing to provide this information you will be helping to advance the understanding of the nature of disease and so improving the health and welfare of future generations of dogs.

- 5.5 Weatherbys reserves the right to use the DNA extracted from your sample at its own discretion in cases of, but not limited to, sampling issues, disputed results, or suspected fraud.
- 5.6 The Kennel Club and its research partners may use data generated for research purposes in animal health and diseases, with any results to be published on an anonymous basis.
- 5.7 The Kennel Club may contact you for feedback on the services provided. This survey will include, but not be limited to, questions relating to the quality of the products and services provided and to understand needs and trends in health testing.

6. Data Protection

- 6.1 Both the Kennel Club and Weatherbys take responsibility of your data very seriously including the genetic results of your dogs.
- 6.2 All personal data shall be processed and stored securely and in adherence with all relevant data protection legislation, including the General Data Protection Regulation and Data Protection Act 2018.
- 6.3 Your personal data is processed by the Kennel Club and further information can be found in our Privacy Policy on the Kennel Club website at <https://www.thekennelclub.org.uk/privacy-policy/>.
- 6.4 There is no data protection legislation governing dogs and their genetic information, but to ensure customer confidentiality such information is processed and stored with the same standards as your personal data.

7. Quality Standards

- 7.1 Weatherbys and the Kennel Club agree to supply testing in accordance with industry accepted standards and that the testing is carried out by suitably qualified and trained scientists.
- 7.2 You accept that any test performed is limited to the specific mutations described for that test. We cannot exclude the possibility of other or further genetic variants having an effect on disease expression, which are not covered in the current testing protocol, and so interfering with the result of the DNA test. The DNA test is not absolutely definitive and the Kennel Club and Weatherbys accept no liability if a 'clear' dog develops a similar or same disease which could be caused by different genetic factors, or if an 'affected' dog does not develop the disease.

8. Complaint Process

- 8.1 If you believe the results to be in error, it is your responsibility to notify the Kennel Club of any non-conformance in writing within 21 days of notification of the test result. Failure to do so shall imply that the testing service and result has been accepted without qualification.

- 8.2 Please contact us via email at health@thekennelclub.org.uk or by post to Health Team, The Kennel Club, 10 Clarges Street, London, W1J 8AB.
- 8.3 You accept that refunds will not be issued unless or until DNA testing has commenced. After that time, refunds may only be considered if the you dispute the testing result for a specific mutation.
- 8.4 In the event of a disputed test result, we will work hard to resolve the situation as best we can to your satisfaction. In order to perform a thorough investigation, we request your full cooperation.
- 8.5 Where there is a dispute over the consistency of the results provided by Weatherbys with prior information (such as parental genotypes or test results previously provided for the same dog by Weatherbys or a different provider), DNA verification of identity and/or parentage will be required to prove the identities of dogs implicated. Failure to comply in providing DNA verification of identities will result in the Kennel Club being unable to process your complaint. Please see clause 9.2 for further obligations in respect of such circumstances.
- 8.6 We will take complaints seriously and will look into the circumstances surrounding the receipt, handling, and testing of samples.
- 8.7 If the situation requires follow up testing, Weatherbys will repeat the testing on the original sample (if available) using an independent method (if available) at its cost and provide you with the results of any additional testing in a timely fashion.
- 8.8 If we are found to be in error, we will refund you the fee paid for the test in question or provide you a credit for a future order.

9. Your Obligations

- 9.1 You will cooperate in the investigation of any disputed results and to keep any apparent discrepancy confidential until the case is resolved.
- 9.2 You will submit previous laboratory testing results from other laboratories or proof of the dog's parentage (if available) if required. DNA-based parentage testing may also be required and Parentage testing can be performed at any laboratory, at your expense. You will submit a new sample for additional testing if required. We may also recommend testing the dog's sample at an independent laboratory.
- 9.3 Any retesting offered where a new swab is required may be subject to a DNA profile check to verify the same dog is being retested.
- 9.4 If no resolution is possible after investigation with your cooperation, the extent of your remedy is a partial refund of the fee paid, less any costs associated with the investigation. Please see clause 10 regarding liability.

10. Liability

- 10.1 We hereby exclude all liability and responsibility for any loss or damage that may result to you in relation to the provision of a sample testing kit where no tests are undertaken.
- 10.2 We exclude all liability and responsibility for any loss or damage that may result to you due to any inaccuracies contained in any information obtained from you or third party sources.
- 10.3 Where tests have been performed, we shall only be liable for any direct loss arising out of a claim in contract, tort (including negligence) or otherwise. The warranty provided by the Kennel Club shall be restricted to either a repeat of the testing with a new sample or a refund.
- 10.4 Weatherbys shall be in no way liable for any incidental or consequential loss or damages caused due to samples that they have stored for customers. Weatherbys or its partners may be obliged to destroy samples if required by local laws due to disease risk or other factors at the location where the samples are stored.
- 10.5 Nothing in these Conditions of use shall exclude the Kennel Club's liability for death or personal injury resulting from its negligence, nor its liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

11. Force Majeure

- 11.1 If the Kennel Club is unable to fulfil its role under this agreement as a result of force majeure; that is, an act, event or omission beyond the reasonable control of the Kennel Club, which includes the default of sub-contractors - reasonable efforts shall be employed to overcome the event, but the Kennel Club will not be held liable for any delay or expense incurred to the customer and performance shall be deemed to be suspended for the period that the Force Majeure event continues.

12. Severability & Waiver

- 12.1 If any provision of these terms and conditions is held to be illegal, invalid or unenforceable in whole or in part by any court having competent jurisdiction, the remainder of these terms and conditions will continue to be valid and enforceable and shall remain in full force and effect.
- 12.2 No failure or delay in exercising rights under these terms and conditions shall operate as a waiver of such rights, unless expressly accepted by the Kennel Club in writing.

13. Governing Law & Jurisdiction

- 13.1 These Terms and Conditions, including any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.