

## 1. These terms apply to consumers only and NOT businesses

1.1. These terms only apply to you as a consumer, and not if you are a business customer. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

## 2. These terms may have changed since you last reviewed them

2.1. We may amend these terms from time to time. Every time you wish to order the services, please check these terms to ensure you understand the terms that apply at that time to your order. Any change which is made to these terms will not affect any orders which have already been placed.

## 3. Information about us and our services

3.1. These terms apply to the relationship between you and us. We are E4 Law Limited, trading as Lextox, under company number 07501682, with our registered address at The Maltings, Cardiff, CF23 5EA.

3.2. You can find everything you need to know about us and our services on our website, [www.lextox.co.uk](http://www.lextox.co.uk), or from our sales staff before you order. Pricing information will be provided through a quote. We also confirm the key information to you in writing after you order by email. The services we offer include:

- (a) Human laboratory testing of hair samples for the evidence of drug and alcohol use;
- (b) Blood testing for the evidence of alcohol use; and
- (c) Family DNA testing.

3.3. In addition to these terms, the UK Website Terms <https://lextox.co.uk/terms/> apply to your use of our website.

## 4. When you buy from us you are agreeing that:

- (a) We must accept our quotation for our services for an order to be placed.
- (b) Sometimes we reject orders.
- (c) Payment is due when we accept your order.
- (d) We charge interest on late payments.
- (e) We pass on increases in VAT.
- (f) We're not responsible for delays outside our control.
- (g) If you bought online via email or over the telephone, you have a legal right to change your mind.
- (h) You can end an on-going contract (find out how below).
- (i) You have rights if there is something wrong with your service.
- (j) We can change services and these terms.
- (k) We can suspend supply (and you have rights if we do).
- (l) We can withdraw services.
- (m) We can end our contract with you.
- (n) We don't compensate you for all losses caused by us or our services.
- (o) We use your personal data as set out in our Privacy Notice.
- (p) You have several options for resolving disputes with us.
- (q) Other important terms apply to our contract.

4.2. Please note that all of the above are discussed in further detail below.

## 5. How to place an order

5.1. Please enquire about our services via email or telephone. Our contact details are 029 2048 4141 / [lextox.co.uk](http://lextox.co.uk).

5.2. We will provide you with a quotation via email following an enquiry by you for our services.

5.3. Acceptance of a quotation within 24 hours of it being provided to you will constitute an order placed by you.

5.4. We will confirm acceptance or rejection of an order placed by you as soon as reasonably possible.

## 6. Sometimes we reject orders

6.1. Sometimes we reject orders, for example, this may be because:

- (a) you are not a consumer (i.e., you are acting within your business, craft or profession);
- (b) we can't verify you are at least 18 years old and have the legal capacity to purchase our services;
- (c) you are located outside of the UK;
- (d) the order is not for yourself and is for a third-party;
- (e) we are unable to take payment from you; or
- (f) the service was mispriced by us.

6.2. If we reject your order, we will let you know as soon as possible and refund any sums you have paid.

## 7. Payment is due when we accept your order

7.1. The quotation we provide to you includes our bank details. Full payment must be received following our acceptance of your order.

7.2. All prices for our services as quoted to you are in GBP (£) and inclusive of VAT.

7.3. We will not provide the services until payment is received.

7.4. Prices for the services may change at any time. Such changes will not affect existing orders that we have already accepted.

7.5. You will only pay for services that you have been quoted. In case you are recommended any additional services, payment will only be taken if you place an accepted order for those additional services.

**8. We pass on increases in VAT**

8.1. If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

**9. How the services are provided to you**

9.1. After your order has been accepted, and we have received payment, we will arrange a collection date for one of our team (a "Trained Sample Collector") to collect the requested samples, the process will be as follows:

- (a) The sample collection will be carried out by a Trained Sample Collector.
- (b) Our Trained Sample Collector will verify your identity and collect your formal consent to the sampling procedure. National and foreign passports, driving licences and any other form of ID card (such as a non-UK state-issued ID card, bus pass or work ID) will be accepted as proof of your identity, as long as it shows a photo of you and your full name.
- (c) Our Trained Sample Collector will explain the process of the services to you and collect all required samples to enable the testing as per your request.
- (d) Our Trained Sample Collector will provide the necessary kit required for collection of the sample.
- (e) We will review any medical or safety concerns regarding the collection appointment to act in the best interest of all parties concerned.
- (f) Each sample collection appointment will follow a strict chain of custody process including obtaining donor consent and ensuring donor verification before any collection process begins.
- (g) The Trained Sample Collector will collect a sample from you. The sample required may include scalp hair, body hair, fingernail, or toenail.
- (h) The Trained Sample Collector will always collect two samples in case there is an issue when testing one of the samples.
- (i) After the sample has been collected by the Trained Sample Collector, the Trained Sample Collector will dispatch your sample to us for analysis.

9.2. For a successful sample collection process, you must follow the instructions given to you by the Trained Sample Collector.

**10. Analysis of the sample and approval of results by Experts**

10.1. We will analyse your sample upon receipt.

10.2. All results (defined below) will be approved by an experienced scientist ("Expert").

10.3. Our Experts have the required relevant scientific degrees, laboratory and reporting experience, and have completed any necessary internal training modules which may be required by ISO 17025 QMS.

10.4. Our Experts are members of professional bodies including the Society of Hair Testing.

**11. Your results**

11.1. A report on the results from the services provided ("results") will be made available through our third-party solicitor (Berry Smith Lawyers LLP, [www.berrysmith.com](http://www.berrysmith.com)).

11.2. We will communicate with you in relation to the results via the third-party solicitor.

11.3. The results will be generated solely based on the data retrieved from our sample analysis; and the date on which the sample was taken. Therefore, the provision of false or inaccurate information, may negatively impact the results quality and reliability.

11.4. Your results will usually be available for you within 8 working days' after we have received your sample.

11.5. If your results is not available from the third-party solicitor within 10 working days' after we collected your sample, please contact us at [experts@lextox.co.uk](mailto:experts@lextox.co.uk) or 029 2048 4141 unless we stated to you before you placed your order that your results will take longer than 10 working days to be provided.

11.6. The third-party solicitor will provide the results to you, further legal advice will be available if required at an additional cost.

11.7. Any questions or clarifications on the results should be directed through to the third-party solicitor who will liaise with us on your behalf. This will be included in the price up to a maximum of 30 minutes.

**12. Your consent to us**

12.1. By purchasing the services and providing us with your sample, you consent to us:

- (a) receiving your sample in the provision of services; and
- (b) collecting and processing your sample and providing you with a report of the results via the third-party solicitor.

**13. Withdrawing your consent**

13.1. If you withdraw such consent, you must notify us as soon as possible by contacting [experts@lextox.co.uk](mailto:experts@lextox.co.uk).

13.2. We will take reasonable steps to stop the processing of your sample following receipt of any such notification from you.

13.3. If the sampling process is too far advanced when your notification is received, it may not be possible for us to stop processing your sample, or we may have already processed it. In this case, we will ask you if you would like us to delete all data that we and our affiliates hold relating to your sample and the related results, or whether you would like us to complete the processing of your sample and make (or continue to make) the results available to you.

**14. We're not responsible for delays outside our control**

14.1. If our supply of your service is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay.

14.2. If we notify you in regard to a delay, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team at [experts@lextox.co.uk](mailto:experts@lextox.co.uk) to end the contract and receive a refund for any services you have paid for in advance, but not received, less reasonable costs we have already incurred.

**15. If you bought online via email or over the telephone, you have a legal right to change your mind**

15.1. **Your legal right to change your mind.** For most of our services bought online via email or over the telephone you have 14 days after the date we confirm your order to change your mind about a purchase, but you lose the right to cancel any service, when it's been completed (and you must pay for any services provided up to the time you cancel).

15.2. **How to let us know and what happens next.** If you change your mind, contact our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk). We refund you as soon as possible and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

15.3. **Cancelling within the cancellation period.** If you cancel any contract within the 14-day cancellation period, we will reimburse all payments received from you, unless we started to provide the services during the cancellation period, in which case you must pay us:

- (a) for the services we provided up to the time you told us that you want to cancel the contract, which will be an amount in proportion to the services performed up to that point in comparison with the full price under the contract; or
- (b) if you have sent your sample back to us already, the full price under the contract, if you lost your right to cancel the contract because the services were fully performed.
- (c) Please note that we will automatically proceed with fully performing the services (including the analysis of your sample and creating and making available the results to you) when we receive your sample, and we will do this as soon as possible in order to provide you with results which are as accurate as possible.
- (d) If you cancel the contract after you have sent your sample to us, we will try to stop the processing of your sample (if the analysis of it has not yet started). However, this may not always be possible (for example, if you cancel a short time before analysis starts), in which case you are responsible for the full price under the contract.

**16. You can end an on-going contract (find out how)**

16.1. We tell you when and how you can end an on-going contract with us (for example, for regular services) during the order process and we confirm this information to you in writing after we've accepted your order. If you have any questions, please contact our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk)

**17. You have rights if there is something wrong with your service**

17.1. If you think there is something wrong with your service, you must contact our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk). Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).

**18. We can change services and these terms**

18.1. We can always change a service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service.

**19. We can suspend supply (and you have rights if we do)**

19.1. **We can suspend the supply of a service.** We do this to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the service to reflect changes to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the service (see clause above).

19.2. **We let you know, may adjust the price and may allow you to terminate.** We contact you in advance to tell you we're suspending supply unless the problem is urgent or an emergency. If we suspend the service for longer than 3 months in any 1 year, we adjust the price, so you don't pay for it while its suspended. If we suspend supply or tell you we're going to suspend supply for more than 3 months, you can contact our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk) to end the contract and we'll refund any sums you've paid in advance for services you won't receive.

**20. We can withdraw services**

20.1. We can stop providing a service. We will let you know at least 7 days in advance, and we will refund any sums you've paid in advance for services which won't be provided.

**21. We can end our contract with you**

21.1. We can end our contract with you for a service and claim any compensation due to us if:

- (a) you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- (b) you don't, within a reasonable time of us asking for it, provide us with information, cooperation, or access that we need to provide the service, for example, collection address;
- (c) you are in serious breach of these terms; and
- (d) if reasonably necessary due to circumstances beyond our reasonable control (for example, where there has been a change in law).

**22. We don't compensate you for all losses caused by us or our services**

22.1. We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- (a) **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- (b) **Caused by a delaying event outside our control.** As long as we have taken the steps set out above.
- (c) **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- (d) **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in these terms.

**23. Our liability to you**

23.1. Nothing in these terms shall limit any of our liability to you which cannot legally be limited, including liability for:

- (a) death or personal injury cause by negligence; and
- (b) fraud or fraudulent misrepresentation.

23.2. We will not be liable to you for any:

- (a) loss or damage that was not foreseeable by you and us when the contract in respect of any services was formed. Loss or damage is foreseeable if, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do);
- (b) loss or damage that was not caused by any failure by us, including any failure to comply with these terms;
- (c) business losses (including loss of profit, loss of business or revenue, business interruption or loss of business opportunity); and
- (d) losses to non-consumers.

23.3. Our maximum liability to you for any claim arising out of your use of the services will be limited to the amount paid by you under the applicable order(s).

**24. Our medical disclaimer to you**

24.1. You recognise that the quality of the results are dependent on various factors, including your participation and compliance with the instructions you receive when purchasing the services.

24.2. You understand that the results are provided for information purposes only and based on the data you provide during the sample collection.

24.3. Based on the results of your test(s) and/or other information, you may choose to engage with the third-party solicitor independently. This engagement will be directly through you and the third-party solicitor and will not include us. You are solely responsible for acting on such guidance.

**25. We use your personal data as set out in our Privacy Notice**

25.1. How we use any personal data you give us is set out in our Privacy Notice: <https://lextox.co.uk/terms/privacy-policy-uk/>

25.2. The Privacy Notice explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information. Your privacy and personal information are important to us and any personal information that you provide to us is handled in line with our Privacy Notice.

25.3. Your personal data may be shared with our commercial partners, as further explained in the Privacy Notice.

25.4. The Lextox Cookie Policy found here: <https://lextox.co.uk/terms/cookie-policy-uk/> provides information about our use of cookies on our website.

**26. You have several options for resolving disputes with us**

26.1. **Our complaints policy.** Our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk) will do their best to resolve any problems you have with us or our services as per our Complaints policy: <https://lextox.co.uk/client-complaints/>.

26.2. **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

26.3. **You can go to court.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland, or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

**27. Other important terms apply to our contract**

27.1. **We can transfer our contract with you, so that a different organisation is responsible for supplying your service.** We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer you can contact our Customer Service Team: [experts@lextox.co.uk](mailto:experts@lextox.co.uk) to end the contract within 30 days' of us telling you about it and we will refund you any payments you've made in advance for services not provided.

27.2. **You can only transfer your contract with us to someone else if we agree to this.**

27.3. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

27.4. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

27.5. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.