

TERMS AND CONDITIONS

This document sets out the terms and conditions to which we, the University of Surrey (UoS), supply subsidised surveillance post mortem examination (PME) services to our customers on behalf of Defra's Animal & Plant Health Agency (APHA). Please read these terms and conditions carefully.

UoS provides a private/commercial pathology service, including PMEs to the veterinary profession and terms and conditions relating to this private service can be found elsewhere.

UoS conducts PMEs of farmed livestock for surveillance purposes (surveillance PMEs) on behalf of Defra's Animal & Plant Health Agency (APHA). PMEs that are eligible for this service are subsidised by Defra. The following terms and conditions relate only to surveillance PMEs. Please read these terms and conditions carefully before contacting the UoS on our **helpline number 01483 689823**. The UoS may use sub-contractors to conduct the surveillance PME.

By ordering any of our services, you agree to be bound by these terms and conditions and those of the documents referred to below.

1. In order for us to perform a PME, the Private Veterinary Surgeon (PVS) should submit the carcass and provide detail on the clinical signs, demographics and location of the carcass by calling 01483 689823.
2. The carcass should be of an appropriate type for PME and must be submitted in the manner as recommended by UoS in our webpage: <http://www.surreyvetpathology.com/pathology-services/surveillance-services>.
3. The timely delivery of the carcass to the appropriate PME site is the responsibility of the owner of the dead animal submitted for PME, provided they are located outside of the Free Carcass Collection area. Owners located within this area are eligible for Free Carcass Collection by our Carcass Collection Contractor, which will be arranged by the University of Surrey: <http://apha.defra.gov.uk/postcode/pme.asp>
4. If you suspect a notifiable disease you must inform [your nearest APHA office](#) immediately – failure to do this is an offence (see: <https://www.gov.uk/government/collections/notifiable-diseases-in-animals>). Such carcasses must not be submitted to us.
5. The receipt of a carcass does not constitute acceptance of your order for PME by the University of Surrey. On receipt of a carcass, the University of Surrey will determine whether the carcass is suitable for performing the PME for which it was supplied. The University of Surrey is under no obligation to perform PME if the sample is of an unsatisfactory quality; we will liaise with you regarding the reasons for any carcasses being unsuitable.
6. The results will be sent to you by e-mail. If you require any other form of report (e.g. fax or post) please let us know. There may be a small discretionary charge for such additional reports. **Whilst every effort will be taken to ensure that the information provided to us (address, main presenting signs, etc.) as included in the report, is valid and correct, it is your responsibility to inform us of any inaccuracies immediately.**
7. The PME will be undertaken as soon as possible. This will usually be on the day of receipt unless the carcass is delivered after 3pm, in which case it may be dealt with on the next working day. With respect to a surveillance PME, necessary samples will be retained and sent for laboratory analysis, as appropriate. The requirement for and decision on sample selection will be at the absolute discretion of the veterinary surgeon or pathologist conducting the PME and the UoS. Where any specific test is requested by the submitting veterinary surgeon and this test is not necessary for surveillance purposes, then it can be conducted for an additional fee. This must be discussed and agreed at the time of requesting a PME.
8. The price list for the PME can be requested from the main pathology reception (01483 689823). These prices exclude VAT, which, where applicable, will be applied at the appropriate rate.
9. Invoices must be paid in full within 30 days of the date of receipt of the invoice.
10. For invoices that are not paid in full by the due date, then without prejudice to any other right or remedy available to it, the University of Surrey shall be entitled, without further notice, to do either or both of the following:
 - Cease to perform all or any part of the services requested.
 - Charge you interest (both before and after any judgment) on the amount unpaid on a daily basis, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, until payment in full is made, such amounts being added to and deemed part of the sum due when payment is made.

11. By sending a carcase to the University of Surrey PME service you agree to the following:
 - a. That ownership of the carcase is transferred to the University of Surrey whether a PME is performed or not (ownership of some samples may transfer to DEFRA).
 - b. All data, including the farm and veterinary practice details, derived from a subsidised surveillance PME will be shared with DEFRA.
 - c. The material may be used for educational, training or research purposes, in which case the farm and veterinary practice details will be made anonymous.
 - d. The results of a PME may be used in research and may be published on an anonymous basis.
If you would prefer for your submission not to be used as described above you must advise us of this at the outset during the initial telephone conversation.
12. You hereby agree to indemnify the University of Surrey against any claims by a third party against the University of Surrey should a carcase be used without you first having obtained the necessary consents or permissions from all necessary parties.
Except in respect of death or personal injury as a result of negligence, the University shall not be liable for any direct or indirect or consequential loss or damage or costs or expenses and the University's total liability for all and any losses or claims individually and in aggregate whether due to claims in tort, contract or otherwise shall be limited to the charges made for the relevant service(s) provided for which such losses or claims arise.
13. The University of Surrey will not be liable for any failure to perform that is caused by events outside its reasonable control, including but not limited to industrial action, civil commotion, riot, terror threat, fire, explosion, storm, flood, earthquake, pandemic, natural disaster, impossibility of use of transportation or impossibility of use of communications networks ("Force Majeure Event").
14. If the University of Surrey fails at any time to insist upon the strict performance of any of your obligations under any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
15. You acknowledge and agree that by accepting these terms and conditions you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.
16. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.