


Crystal Health Group

# Terms and Conditions for the supply of services Business-to-Consumer (B2C)

 <b>CRYSTAL</b> Health Group	Document name	Version
	Terms and Conditions for the supply of services Business-to-Consumer (B2C)	v04.01.25

## Where to find information about us and our services

You can find everything you need to know about us, CRYSTAL HEALTH GROUP LIMITED (registered in England and Wales with company number 10804496 of 300 St Mary's Road, Garston, Liverpool, England, L19 0NQ), and our services on our website, in our catalogue or from our staff before you order.

We also confirm the key information to you in writing after you order in your order form, service level agreement or other order documentation.

## We only accept orders when we have checked them

We will contact you to confirm we have received your order and then we contact you again to confirm we have accepted it.

## Sometimes we reject orders

Sometimes we reject orders, for example, because we cannot verify your age (where the service is age-restricted), because you are located outside the UK or because the service was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid, as soon as possible.

## Your warranties in respect of the test and any samples

You acknowledge and warrant:

- all forms of identification and all other information, data or documentation supplied to us or the relevant sample collector by you are, so far as you are aware, complete and accurate;
- you have the legal right to order the test and other services;
- you own and are legally entitled to possession of the samples you have provided to us or the relevant sample collector; and
- you are not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore capable of understanding the nature and purpose of the test and other services.

## Sample collection process

You acknowledge and agree:

- the samples, data, documentation and information taken by any sample collector may be sent to our laboratories or testing centres for processing, which is where the samples will be processed; and
- unless we say otherwise, our charges entitle you to an initial consultation and an optional result session, provided that each session will last for up to half an hour.

You shall be responsible for providing all necessary or requested identification, materials or samples to us and for completing in full any forms or documents supplied or requested by us. Failure to do so may result in a delay in providing test results or inaccuracies in test reports which may affect the evidential value of the test result and (to the extent permitted by law) in such circumstances we shall not be liable for any such delay or inaccuracy.

## Charges will be quoted at time of your order

The charges payable by you are those set out in the current relevant price list(s) and/or as published on our website, from time to time, or as quoted to you (either verbally or in writing).

## We charge you when you order, and you may be required to pay up front


However, for some services, we take payment at other intervals, as explained to you during the order process. The payment required is determined by the type of test and current pricing policies.

## We charge interest on late payments

If we're unable to collect any payment you owe, we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT

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that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

### **We are not responsible for delays outside our control**

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.

As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact our Customer Service Team at [info@crystal-health.co.uk](mailto:info@crystal-health.co.uk) or 0800 988 7107 to end the contract and receive a refund for any services you have paid for in advance, but not received.

### **We will provide the services to you in accordance with your order form or other order documentation, but third parties may provide additional services to you**

Our laboratories (not us) may be responsible for the processing of samples, test results and storage of samples but this excludes any services we may provide to you.

We may make subsequent on-site counselling and/or support services available to you. These services are to be used at your discretion. We reserve the right acting reasonably to refuse to provide any subsequent treatment.

These additional services are separate to the services you have paid for. You understand that these additional services are run and managed under the counselling or support agencies own policies and procedures and may be subject to their own fees and charges. These services are the legal responsibility of the service provider involved, under a separate contract and are not our responsibility.

### **You may cancel your order in accordance with these terms**

Subject to the terms of our cancellation policy, either party may terminate our contract by giving the other party written notice and in accordance with these terms.

### **If you bought online or over the telephone you have a legal right to change your mind**

#### Your legal right to change your mind.

For most of our services bought online or over the telephone, you have 14 days after the date we confirm your order to change your mind about a purchase and cancel your order for a full refund of any amounts previously paid to us by you. You lose the right to cancel any service when it has been completed (and you must pay for any services provided up to the time you cancel).

#### How to let us know and what happens next.

If you change your mind, contact our Customer Service Team at [info@crystal-health.co.uk](mailto:info@crystal-health.co.uk) or 0800 988 7107.

We refund you as soon as possible and within 14 days of you telling us you have changed your mind. We refund you by the method you used for payment. We do not charge a fee for the refund.

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


If you think there is something wrong with your service, you must contact our Customer Service Team at [info@crystal-health.co.uk](mailto:info@crystal-health.co.uk) or 0800 988 7107. Your legal rights are summarised below.

For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us.

### **Summary of your key legal rights**

#### The Consumer Rights Act 2015 says:

- You can ask us to repeat a service if it's not carried out with reasonable care and skill or get money back if we can't repeat it.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

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## We can change services and these terms

### Changes we can always make.

We can always change a service:

- to reflect changes in relevant laws and regulatory requirements (including to address a change in data protection laws or regulatory requirements); and
- to make minor technical adjustments and improvements.

### Changes we can only make if we give you notice and an option to terminate.

We can also make other changes to the service or these terms, but if we do so we'll notify you and you can then contact our Customer Service Team at [info@crystal-health.co.uk](mailto:info@crystal-health.co.uk) or 0800 988 7107 to end the contract before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

### We can suspend the supply of a service.

We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service (see We can change services and these terms).

### We let you know, may adjust the price and may allow you to terminate.

We contact you in advance to tell you we are suspending supply, unless the problem is urgent or an emergency.

## We can withdraw services

We can stop providing a service. We reserve the right not to supply you. We will do what we can to let you know at least 7 days in advance and we refund any sums you've paid in advance for services which won't be provided.

## We can end our contract with you

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

- you do not 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;
- you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service.

## We do not compensate you for all losses caused by us or our services

We make no representation that you are legally entitled to perform any particular act in order to obtain biological samples for analysis. You are responsible for deciding on the suitability of the service offered for any particular purpose and for the consequences arising.

To the extent permitted by law, we will not be liable for any failure to provide accurate, complete or other form of test result due to insufficient or poor quality of specimen.

We are responsible for losses you suffer caused by us breaking this contract, unless the loss is:


- 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).
- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section We're not responsible for delays outside our control.
- Avoidable. Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.

## We use your personal data as set out in our privacy policy

How we use any personal data you give us is set out in our privacy policy: [www.crystal-health.co.uk/privacy-policy](http://www.crystal-health.co.uk/privacy-policy).

## You have several options for resolving disputes with us

Our complaints procedure. Our Customer Service Team at [info@crystal-health.co.uk](mailto:info@crystal-health.co.uk) or 0800 988 7107 will do their best to resolve any problems you have with us or our services.

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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. You can submit a complaint to Centre for Effective Dispute Resolution (CEDR) through their website at [www.cedr.com](http://www.cedr.com). If you're not satisfied with the outcome, you can still go to court.

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.

**Other important terms apply to our contract**

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

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

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.

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.

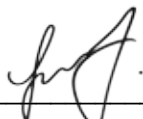
Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.


**Version Control**

Previous Version	Changes	Last Effective Date
v03.08.23	<ul style="list-style-type: none"><li>Full review by solicitor and separation of B2C from B2B terms and conditions.</li></ul>	30/01/2025
v02.04.18	<ul style="list-style-type: none"><li>Removal of Polygraph Testing.</li></ul>	16/08/2023
v.01.06.17	<ul style="list-style-type: none"><li>Complete review and update to comply with GDPR requirements.</li></ul>	27/04/2018

**Authorisation**

Name John McChrystal Position Director

Signed  Date 31/01/2025

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