**TAYSIDE SCIENTIFIC SERVICES (TSS) TERMS & CONDITIONS**

1. **Price & Terms of Payment**
   1. Prices will be agreed at the contract review and will be valid for 3 months from the date that the quotation is given.
   2. Prices are exclusive of VAT.
   3. Payment of all invoices is due within 21 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment.
   4. Should further resources be required from TSS following receipt of the Test Report, e.g. preparation of further reports, further advice/opinion, an hourly rate of £75.00 will be charged subject to prior written agreement with the customer.
   5. The payment method is by bank transfer. Any other method of payment must have prior agreement.
2. **Placement of Order**
   1. A customer order will only be valid if all of the necessary details are provided to us. All necessary information must be supplied on the Customer Enquiry Form or Sample Submission Form.
3. **Sample Storage and Disposal**
   1. All samples submitted for analysis/examination will become the property of TSS to the extent necessary for completion of the work requested.
   2. TSS will store samples as they deem appropriate unless specific storage instructions are provided by the customer.
   3. Following analysis/examination of sample TSS will store and retain samples in accordance with their policy. This varies depending on the type of sample and the results of analysis/examination. If the customer has individual requirements they must make this known at the time of submission of the sample(s).
   4. TSS reserves the right to dispose of, or destroy, the samples without further notice after the retention period (except where the customer has requested the return of the sample(s)).
4. **Sub-Contracting**
   1. TSS reserves the right to sub-contract some, or all, of the requested testing. This will be in line with their Quality procedures.
5. **Reporting & Turnaround Times**
   1. TSS shall make all reasonable efforts to meet the estimated deadlines and will contact the customer if it is likely to be exceeded by more than five working days.
   2. Test Reports with results of analysis/examination are sent by email using the contact details provided unless indicated otherwise at the time of submission of the samples.
6. **Flexible Scope**
   1. The laboratory reserves the right to use its UKAS accredited flexible scope where no specific accredited method is available, and the use of the flexible scope would be appropriate. If the customer is not agreeable, they should notify the laboratory of this during the quotation process.
7. **Decision Rules**
   1. When the customer requests a Statement of Conformity to a specification or standard, the Decision Rules used will be communicated to the customer and agreement reached by both parties before work commences.
8. **Responsibilities**
   1. The customer is responsible for the appropriate sampling and delivery of samples sent to TSS for analysis/examination. TSS accepts no responsibility for loss or damage which may occur to any sample in transit.
9. **Repeat Analysis**
   1. Objections to test results can be made within one month after the customer receives the results. A repeat analysis will only be possible if TSS has sufficient amount of the original sample and if it is deemed to be in a condition that would not affect the results.
10. **Force Majeure**
    1. TSS cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond TSS`s reasonable control, or which results from compliance with governmental requests, laws and regulations.
11. **Use of Data & Confidentiality**
    1. TSS is a department within Dundee City Council and as such adheres to the Privacy Policy which can be viewed at [Dundee City Council Privacy Statement.](https://www.dundeecity.gov.uk/service-area/chief-executive/chief-executives-services/privacy-statement)
    2. TSS will only collect contact details provided to us on the forms provided. This is limited information to allow contact to be made. This is normally stored electronically .All hard copies of information supplied to TSS, and the data and test reports generated, will be disposed of after 6 years. Electronic information will be archived to a secure server after 6 years. Test Reports are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party without the prior written consent of TSS or as otherwise required by law, by any governmental or other regulatory authority.
    3. Where TSS is required by law, or authorised by contractual agreements to release confidential information, TSS will relay the contents of the information shared to the customer or individual concerned. The customer shall be informed, in writing, of each incidence.
    4. All reasonable means shall be taken to ensure that information acquired shall remain confidential and shall not be divulged to any unauthorised person.
    5. All employees of the laboratory have signed an impartiality and confidentiality agreement. Any external contractors, personnel of external bodies, or individuals working on behalf of TSS, where it is considered necessary will also be required to sign the aforementioned agreement.
12. **Miscellaneous**
    1. These Terms & Conditions may be modified in writing from time to time by TSS and any orders will be governed by the most recent version of these Terms & Conditions that is in effect at the time TSS accepts the order.