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VALUED DELIVERIES

DX Account Manager

DX Tracked Specimen Service - Ireland Initial Order Form for Category B Specimens

To sign up for the DX Tracked Specimen service, simply complete this form with the DX Specimen Delivery Rules Of Membership and fax back to: 01 842 1056 or send in the DX to: DX, 36-37 North Park, North Road, Finglas, Dublin 11. Please allow 10 working days for receipt of your consumables.

Please complete this form in capital letters ensuring you sign both the 'Customer Completion' section below and the 'DX Specimen Rules Of Membership' attached.

Member Details

Hospital / Lab / Site Name _____
DX Number _____
Exchange _____
Telephone Number _____
Fax Number _____
E-mail Address _____

Invoice Address (if Different)

Hospital / Lab / Site Name _____
DX Number _____
Exchange _____
Telephone Number _____
Fax Number _____
E-mail Address _____

DX User Contact

Mr/Mrs/Miss/Ms _____
Initials _____
Surname _____
Position _____

Invoice Contact (if different)

Mr/Mrs/Miss/Ms _____
Initials _____
Surname _____
Position _____

DX Tracked Specimen (For Category B Diagnostic Specimens - Republic of Ireland and Northern Ireland only)

x units of 20 Tracked Specimen packs @ + VAT per pack* (€260.00 +VAT per unit)

DX Tracked Specimen GB Service (For Category B Diagnostic Specimens to England, Scotland and Wales)

x units of 20 GB Shipment labels @ €19.00+ VAT per label* (€380.00 +VAT per unit)

* The price quoted per pack includes one use of DX packaging incorporating delivery and free confirmation. Used packaging must never be re-used by the receiver and must be returned to DX for recycling unless contaminated. *Do not send any money now. We will invoice you on receipt of order. **Please allow 10 working days for receipt.**

Confirmation of Delivery

Confirmation of delivery is free and with the DX Tracked Specimen service. Would you like us to confirm delivery of your DX Tracked Specimens? Please tick one.

No thank you / I will use webtrack Yes for all DX Tracked Specimens

If **Yes**, who would you like us to notify? (if different to above)

Name _____ E-mail _____

Job Title _____

For office use only

Purchase order number (if applicable) _____

Customer Completion

Signature Name (In CAPS) Date

Tick here if you do **not** wish to receive any information about other DX services available to you in the future

We do not carry Category A Specimens

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DX Specimen Delivery Rules of Membership

1. DEFINITIONS

In these Rules the following words shall have the meanings ascribed to them respectively as follows:

“Application Form”	shall mean the form completed and signed by the Member when the Member applies for membership pursuant to Rule 2.1;
“Designated Area”	shall mean the area in an Exchange designated by DX for the collection and delivery of Items;
“Directory”	shall mean the DX membership directory issued by DX to new members of the Service and to existing members from time to time;
“DX Number”	shall mean the number allocated to a Member of DX;
“Exchange”	shall mean a place at which a document exchange is operated by or on behalf of DX;
“Force Majeure”	shall mean act of God, severe weather, war invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, revolution, rebellion, insurrection, military or usurped power, seizure or forfeiture under legal process, epidemic, order of any government, public, local or other authority, industrial action, general or partial stoppage or restraint of labour from whatever cause, explosion, fire or any other event beyond the reasonable control of DX;
“DX”	shall mean DX Network Services Ireland Ltd, whose registered office is situated at Dollard House, Wellington Quay, Dublin 2, and its successors and assigns;
“DX Group”	shall mean DX Services plc and its subsidiaries from time to time (as defined by Sections 736 and 736A of the Companies Act 1985);
“IATA”	shall mean the International Air Transport Association;
“Item”	shall mean any package containing clinical specimens and samples that does not exceed 43 cms in length, 32 cms in depth and 12.5 cms in height or any other dimensions agreed or accepted by DX from time to time and does not weigh more than 25 kilograms;
“Member”	shall mean any person, firm, body corporate, association or independent separate department or organisation (which the Member confirms is Independent) who or which has been accepted as a Member of the Service;
“Member’s Box”	shall mean the box allocated to a Member in an Exchange for the receipt of items sent to the Member by other Members;
“Onwards Box”	shall mean the box provided by DX at Exchanges into which Members place Items to be sent to a Member in another Exchange;
“Order Form”	shall mean the packaging order form signed by the Member setting out inter alia the Member’s requirements for the Service;
“Packaging Requirements”	shall mean the requirements as to packaging as set out in the Carriage of Dangerous Goods by Road Regulations 2001 (SI no. 492 of 2001);
“Prohibited Article”	shall mean any package or other item that is not packed in compliance with, or otherwise does not fully comply with the Regulations or contains any substance or matter prohibited by the Regulations or any article listed under Rule 15;
“The Regulations”	shall mean the European Agreement Concerning the International Carriage of Dangerous Goods by Road (“ADR”), Council Directive 94/55/EC, 12th November 1994, Council Directive 95/50/EC, 6th October 1995, Carriage of Dangerous Goods by Road Act, 1998, Dangerous Substances Act, 1972 and Statutory Instruments issued thereunder including the Carriage of Dangerous Goods by Road Regulations, 2001 (SI No. 492 of 2001) and any other applicable international, European or national laws or regulations or protocols which applies to the packaging, handling and carriage of infectious substances including (but not limited to) applicable regulations made by the Universal Postal Union, the International Civil Aviation Organisation and IATA;
“Rules”	shall mean these rules of Membership;
“the Service”	shall mean the transportation of clinical specimens and samples as specified in the Order Form or such other services as may be agreed by DX from time to time;
“Tracked Specimen service”	shall mean the additional service provided to the Member whereby a proof of delivery to the recipient Member’s Exchange is provided to the Member on request;
“Working Day”	shall mean any day from Monday to Friday inclusive between the hours of 09.00 and 17.00 excluding statutory bank and public holidays.

2. ACCEPTANCE

- Upon acceptance by DX of an Application form, an applicant will become a member at the Exchange stated on the Application Form and shall be bound by the Rules until such time as its membership is terminated pursuant to Rule 8.
- Upon acceptance of the application pursuant to Rule 2.1 DX shall allocate to the Member a DX Number, a Member’s Box in the relevant Exchange and supply the Member with a box key and key tag.
- The Member shall within 4 weeks of acceptance by DX of its application for membership display on its letterhead its DX Number and Exchange name and shall maintain such details on its letterhead until termination of its membership.
- DX may in its absolute discretion and without giving any reason for so doing refuse any application for membership of the Service.

3. DESPATCH OF ITEMS

- Prior to the despatch of any item the Member shall complete and send to DX an Order Form specifying thereon the type and quantity of packaging and/or labels required and whether the Tracked Specimen service is required.
- The Member shall stamp or print its own name, DX Number and Exchange name on all items despatched by it in the following style: “Smith and Jones DX 15 NEWBURY” or as the case may be, in the top left hand corner of the item or the label so that it is displayed prominently on the front of the Item and is clearly distinguishable from the addressee’s name, DX Number and Exchange name. By Rule 7.3, DX reserves the right to charge the Member for non-compliance with this Rule.
- All items shall be clearly marked on the label supplied with the name, DX Number and Exchange name of the Member to whom they are addressed. The Member shall be responsible for delivery of Items to the Exchange and shall not leave Items anywhere in an Exchange other than in the appropriate Members Box, Onwards Box or Designated Area.
- DX reserves the right to open for examination any Item that is not correctly addressed pursuant to the requirements of Rules 3.1 and 3.2, above or that does not comply with the permitted dimensions of an Item as set out in rule 1.1.
- Staff and independent contractors engaged by DX are not permitted to and shall not be required to or deemed to receive any Items on behalf of any Member.
- The Member shall not send any Prohibited Article by the Service and shall ensure that all Items and their contents consigned to the Service by or on behalf of the Member are labelled and packed in accordance with and otherwise comply with the Regulations, for which purposes the Member is deemed to have full knowledge of the requirements of the Regulations. DX reserves the right to:
 - refuse to handle and/or
 - open and/or retain for further examination

- (iii) any Item which DX believes (a) may comprise or contain a Prohibited Article or (b) has not been labelled and/or packed in accordance with or otherwise does not comply with the Regulations. If DX believes that the sending of any Item or its contents amounts to or may amount to a criminal offence it may pass such item and/or its contents to the relevant authorities.
- Without prejudice to the Member’s obligations in Rule 3.5, in consigning Items to the Service the Member shall use only those containers provided by DX specifically for such purposes or containers of a type and specification approved in advance in writing by DX and DX reserves the right to refuse to handle any items consigned in any container which DX believes is not a DX container or a container approved by DX.
- Where a spillage occurs at a DX Service Centre or at DX’s outsourced packaging recyclers and the spillage is due to the packaging having been incorrectly used, or not properly sealed, a minimum charge of 3200 shall be made. This is intended to cover the cost of DX containment and preparation for clinical waste collection. DX also reserves the right to charge additional amounts in respect of costs incurred in respect of dangerous goods movement.

4. RECEIPT OF ITEMS

- The Member shall clear the Member’s Box and collect all Items addressed to the Member left in the Designated Area at the Member’s Exchange as soon as reasonably practicable after the Exchange opens and in any event not less than once each Working Day.
- If the Member receives an Item which is not addressed to the Member, the Member shall forthwith cause that Item to be placed unopened in the correct Member’s Box, Onwards Box or Designated Area, as appropriate.

5. DX BIO-FREEZE TRACKED SPECIMEN SERVICE

Where the Member wishes to exchange clinical specimens by means of the Bio-Freeze tracked specimen service, the Member shall be bound by the conditions annexed hereto entitled “DX RULES FOR BIO-FREEZE TRACKED SPECIMEN SERVICE”

6. ADMITTANCE TO EXCHANGE/MEMBERSHIP

Any person having a Member’s Box key and key tag or other form of authority issued by DX in his possession will be admitted to the Exchange and the possession of the key and key tag, or other form of authority issued by DX shall be sufficient evidence so far as DX is concerned that such person is a Member or is the authorised representative of a Member and DX shall be under no obligation to make further enquiries. DX, whether by itself or by its employees, representatives or agents, reserves the right to prohibit entry to any person not producing the correct key and key tag or other form of authority issued by DX on request. It is the responsibility of the Member to ensure that its Member’s Box key and key tag do not come into possession of unauthorised third parties. The Member shall notify DX forthwith of its Member’s Box key and/or key tag is lost or stolen. DX shall not be under any obligation to provide any service beyond the point of collection or delivery but if any such service is given by DX it shall be at the sole risk of the Member who shall indemnify DX against all claims and demands whatever which would not have been made if such service had not been given.

7. TITLE

Title to the Member’s Box, key, key tag and any other property issued to the Member by DX shall remain with DX.

8. CHARGES

- The fees charged will be calculated in accordance with the rates set out in the Order Form and the tariff for the Service which may be varied by DX from time to time.
- All invoices rendered by DX to the Member shall be paid within 7 days of the date of the invoice. If the Member fails to make payment within such time DX shall be entitled to charge the Member interest (both before and after any judgement) on the amount unpaid at the rate of 3% per annum above Barclays Bank Plc base rate applicable from time to time until payment in full is made.

9. TERMINATION

- DX shall have the right at its absolute discretion and without giving any reason therefore to terminate the Member’s membership at any time without notice.
- If the Member defaults in payment of its fees DX shall have the right to terminate the Member’s membership on the expiry of 14 days written notice given to the Member by DX.
- If DX closes an Exchange or an Exchange shall cease to operate for whatever reason DX will as soon as reasonably practicable provide a suitable alternative Exchange; for the purposes of this Rule ‘a suitable alternative Exchange’ shall mean an Exchange located within a radius of 2 miles from the original Exchange. If DX fails to so provide such an alternative the Member’s membership shall be terminated and DX shall refund to the Member pro-rata any fees paid by the Member in advance, after deducting any monies (together with any interest thereon pursuant to Rule 7.5) due to DX.

10. EXCLUSION AND LIMITATION OF LIABILITY

- Save as set out in this Rule 10, DX shall not be under any liability whatever for any loss suffered by the Member or any other person in respect of any Item, however caused (including without limitation by reason of misrepresentation (whether made prior to coming into force of or in these Rules) negligence, other tort, breach of contract, or breach of statutory duty) of DX or any of its employees, agents, representatives or sub-contractors. DX excludes and limits its liability in accordance with this Rule 9 because the delivery to and collection of Items by the Member is the responsibility of the Member and DX does not know when an Item has been sent or received by the Member. When the Tracked Specimen service is used, DX only tracks the Item from its receipt at the DX service centre to the recipient’s Exchange. Furthermore DX does not know or limit the value of the contents of any Item. As the Member does or should have knowledge of such matters, IT IS THE MEMBER’S RESPONSIBILITY TO INSURE AGAINST ALL RISKS TO THEIR FULL INSURABLE VALUE.
- Subject to these Rules, DX shall be liable to the Member for the loss of or damage to any Item, which is caused solely, and directly by the negligence of DX.
- The aggregate liability of DX in respect of any one Item shall be limited to the lesser of (i) 312.70, (ii) the amount of loss or damage actually sustained; and (iii) the actual value of the Item as determined by its cost of preparation or replacement or reconstruction value; cost of repair; resale or fair market value without reference to the commercial utility or special value to the Member or any other person, less the value of the Item after the loss or damage sustained.
- DX shall not be liable to the Member or any other person for any loss or damage caused by delay in the collection or delivery of any Item, by miss-delivery or by an event of Force Majeure.
- DX shall not be liable for any loss of or damage to any item unless a claim is made in writing to DX within 14 days of the event giving rise to the claim.
- Subject to Rule 10.9 DX shall not in any event be liable to the Member or any person for any indirect or consequential loss or damage or any loss of profit, revenue, savings, use, contract, goodwill or business, in each case howsoever caused including without limitation by reason of misrepresentation (whether made prior to the coming into force of or in these Rules), negligence, other tort, breach of contract or breach of statutory duty.

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- 10.7 DX shall not be under any liability whatsoever or howsoever arising (including without limitation by reason of misrepresentation (whether made prior to the coming into force of or in these Rules), negligence, other tort, breach of contract or breach of statutory duty) to the Member or any other person (i) in respect of a Prohibited Article, or (ii) caused by the failure of the Member to fully comply with the Regulations.
- 10.8 DX will so far as is reasonably practicable ensure that the Member's details and any other Member's details shown in the Directory are correct but does not give any warranty to that effect.
- 10.9 Nothing in these Rules shall limit or exclude liability for fraud or for the personal injury or death caused by negligence or to the extent not otherwise permitted by law.
- 10.10 The benefit of this Rule 10 shall extend to all employees, agents or sub-contractors of DX who shall each be entitled to every right, defence, exemption or limitation to which DX is entitled here under.

11. MEMBER'S INDEMNITY AND WARRANTY

- 11.1 The Member shall indemnify and hold DX harmless in respect of any breach by the Member of its obligations under these Rules, in particular but without limitation Rules 3.5, 3.6, 4 and 5.
- 11.2 The Member shall indemnify and hold DX harmless in respect of all third party claims arising directly or indirectly from the Member's use of the Service.
- 11.3 The Member shall notify DX in writing of any merger or amalgamation with another Member within 7 days of the occurrence thereof.

12. ALTERATION TO RULES

- 12.1 The Rules may be added to or amended by DX at the absolute discretion of DX provided that any changes are notified to the Member in writing not less than 1 month before the changes are to take effect in which case the Member shall be bound by these Rules as so added to or amended. For the purpose of this Rule such notification shall be deemed to occur when DX sends details of the changes to the Member at the DX Number and Exchange allotted to the Member pursuant to Rules 2.1 and 2.2.

13. MEMBERS ONLY

The Member shall not use the Service on behalf of any third party who is not a Member and shall not invite or authorise any non-Member to use the Service. The Member may use the Service only for the Member's own business.

14. APPLICABLE LAWS

These Rules shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto submit to the exclusive jurisdiction of the Irish Courts to settle any disputes in connection with or arising out of these Rules.

15. PROHIBITED ARTICLES

For the purpose of the Rules any of the following are Prohibited Articles: antiques; asbestos; bank notes or any other financial instrument capable of conversion into cash by anyone other than the payee; bottled perfumery; bullion; cash; chemicals; cigarette lighters; clothing; computers and/or computer chips; consumer redemption vouchers; compressed gases and aerosols; credit cards and cash dispenser cards; credit company sales vouchers; corrosives; domestic audio and/or visual equipment and/or accessories; drugs; explosives; footwear; furs and fur clothing; firearms; flammable items; gift tokens; holiday saving stamps; industrial carbons and diamonds; jewellery; lewd, obscene or pornographic items; living creatures; luncheon vouchers; matches; miscellaneous dangerous goods; non-ferrous metals in sheet bar or ingot form; organic peroxide; oxidising materials; paints, varnishes, enamels and similar substances; petroleum; photographic equipment and/or accessories; precious metals and stones; precious metals or articles made of or containing precious metals; processed tobacco products; radioactive material; substances liable to spontaneous combustion; substances which in contact with water, emit flammable gases, toxic substances unused units in franking machines; valuables and gifts; watches; works of art.

16. GENERAL

- 16.1 This agreement may be assigned or transferred (in whole or in part) to any member of the DX Group by DX without the consent of the Member. The Member shall not be entitled to assign or transfer the benefit of this agreement.
- 16.2 DX shall be entitled to sub-contract all or part of the Service or its other obligations hereunder in its absolute discretion without the consent of the member.
- 16.3 If any provision of the Rules shall be declared to be invalid or ineffective in any respect, the validity, legality and enforceability of the remaining Rules shall not in any way be affected or impaired thereby.
- 16.4 No waiver or forbearance by DX in enforcing any of its rights hereunder shall prejudice or affect the ability of DX to enforce such rights or any of its other rights hereunder at any time in the future.
- 16.5 These Rules and the Application Form constitute the entire agreement between the Member and DX as to the matters to which they relate. No variation to this agreement shall be effective unless made in writing and signed by an authorised representative of both the Member and DX.
- 16.6 References to any statute or statutory provisions include references to that statute or statutory provision as from time to time amended, extended or re-enacted and include any statutory instrument, rules, regulations or other subordinate legislation made from time to time thereunder.

ANNEX 1

DX RULES FOR BIO-FREEZE TRACKED SPECIMEN SERVICE

1. This service shall be a pre-paid service, whereby the Member shall order tracking labels, in units of twenty, which shall be affixed to its Bio-Freeze packaging. DX shall only accept Gel packaging containers. Dry Ice shall not be handled by this service.
2. All Bio-Freeze packaging shall be the responsibility of the Member and shall be purchased by the Member directly from a reputable supplier. All time limits placed on the Bio-Freeze packaging shall be the responsibility of the Member sending the specimens. It is the responsibility of each Member to carry out its own time trials on any Bio-Freeze packaging to ascertain the time span for transport of time sensitive samples in ambient temperatures.
3. DX shall use a web based bar code tracking system, which will necessitate the courier signature on each delivery.
4. Collection and delivery of Frozen Specimens shall be to and from the Specimen Delivery Box already located with all Members.
5. DX shall not be liable for any loss of the Bio-Freeze packaging when it is being returned to the Member as the return of packaging shall be untracked. The return of Bio-Freeze packaging in the responsibility of the returning Member. The original sending Member shall place its returning address on the Bio-Freeze packaging with all its DX details attached thereto. All returning empty packaging shall state "NON LIVE SAMPLE" or "RETURNS BOX".

I have read and accept the DX Specimen Delivery Rules of Membership

Signature

Name (In Caps)

Position

Date