

Orchid Cellmark Ltd

Standard Terms & Conditions

for a One in a billion DNA profile service



“Cellmark”, “we”, “us”, “our”, “ours”: Orchid Cellmark Ltd. Registered in England No. 4045527. Registered Office: Unit G1 Valiant Way, I54 Business Park, Wolverhampton, Staffordshire, WV9 5GB. VAT ref GB750029264 email: info@cellmark.co.uk

“Consenting Party”: A person confirming a Donor’s consent whether the Donor themselves or another person where the Donor is a minor or lacks mental capacity or otherwise consents via another person.

“Contract”: The binding contract for Testing Services between you and us formed in accordance with and subject to these terms and conditions.

“Customer”, “you”, “your”, “yours”: The Service Purchaser, the Donor or Consenting Party as the case may be.

“DNA testing” and “DNA analysis”: shall refer to any type of testing as is deemed necessary by us in our absolute discretion.

“Donor”: A person providing a Sample for testing.

“Information”: The on-line information or physical information made available/provided to Customers describing our Testing Services and detailing our charges for goods and services.

“Registration Form”: The form, and the information it contains, completed and accordingly submitted by Customers whether on-line or by telephone (in the latter case whereby we shall complete the form on your behalf using the information you provide).

“Sample”: A biological sample accepted by us for DNA testing. “Service Purchaser”: the person purchasing the Service.

“SDF”: The Sample Declaration Form or data collection form to be completed by the Consenting Party.

“Testing Services”: The One in a billion DNA profile services described in the Information.

1. Submission of a duly completed Registration Form and payment will be deemed to constitute an order and gives rise to a Contract to the exclusion of any other terms and conditions insofar as such exclusion does not affect your statutory rights such as your right to change your mind, by way of written notice to us, within 14 calendar days of submission of a Registration Form, subject to the reservations set out in clause 4 below.
2. When submitting a Registration Form on-line, please check the content of the Form before clicking the “Submit” button as the Contract will be based on the information submitted. Changes can be made to on-line entries before submission to correct errors.
3. All fees payable for Testing Services are quoted inclusive of VAT in the relevant Information.
4. Payment of Cellmark’s fees and completion of a Registration Form requesting Cellmark to send a sampling kit will be deemed to constitute an order and is the authority to commence the process and incur the fees. In the event of this order being subsequently cancelled for whatever reason, Cellmark reserves the right to make a cancellation charge for administrative procedures already carried out - see clause 10.
5. Submission of a DNA sample(s) and a duly completed SDF is an acceptance by the Consenting Party of, and agreement to these Terms and Conditions to the exclusion of any other terms and conditions and insofar as such exclusion does not affect your statutory rights such as your right to change your mind by way of written notice to us with 24 hours of posting the sample, recognising that DNA testing will usually be started on the day of receipt and if testing has already started you will be liable for cancellation charges – see clause 10.
6. Receipt by Cellmark of a DNA sample and an SDF completed to our satisfaction will be deemed to be the authority to carry out DNA testing on the submitted sample(s).

7. It is illegal to carry out DNA testing without consent. Every Consenting Party is required to complete an SDF confirming Donor consent for: (a) a Sample to be taken and used for the Testing Services; and (b) processing of Donor personal data.
8. It is your responsibility to ensure that all Donor consents are in place and that the Donor submits to testing on an informed basis. Failure to do so or providing false or misleading information is unlawful and may constitute an offence.
9. It is the responsibility of the adult who submits a sample for DNA analysis to comply with all applicable laws and regulations of the country from where the testing is requested, where the samples are taken, and where the test results are destined. Cellmark cannot be held liable for any breaches of such laws.
10. In the event of an order being subsequently cancelled for whatever reason, Cellmark reserves the right to make a cancellation charge for administrative procedures already carried out:

After kit despatch	Sample received but testing not started	Testing started
£20	£50	Full Price

It is **important** to note that a sample must be submitted within 12 months of the kit being purchased, after this period the testing kit will no longer be valid and no refunds will be possible.

11. We do not accept responsibility for any errors made during sampling and we reserve the right to request a further Sample at the expense of the person requesting the analysis (£10 for an additional sampling kit) in particular but without limitation, in cases where the quantity or quality of the Sample received, or the provision of consent, is not, in our opinion, adequate or does not comply with the instructions issued.
12. We do not accept responsibility for Samples:
 - (i) taken using sampling kits different to those supplied/approved in advance by us, (ii) sent on behalf of persons not registered for testing with us, (iii) damaged in transit. We reserve the right to destroy all such samples on receipt.
13. We will take all reasonable steps to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned.
14. Only one copy of the DNA profile is included in the testing fee.
15. The DNA profile information provided by the One in a billion DNA profile service is intended for interest only. It is important to note that the identity of the Sample Donor will not have been independently verified and therefore the report cannot be used for legal purposes. Relationship analysis using DNA profile information should only be carried out by an experienced and accredited DNA relationship testing laboratory. No consultancy is included as part of the Testing Service.
16. All samples tested in Cellmark’s laboratories will be destroyed after three months following testing in accordance with our standard internal procedures, unless we are otherwise prior instructed in writing. Storage of samples beyond this period may be subject to a reasonable storage charge.

We will destroy all other confidential documentation concerning the Testing Services after twelve months following testing unless otherwise prior instructed in writing.
17. In the event of any party being able to establish a claim for damages resulting from any act or omission whether negligent or otherwise of Cellmark in the provision of any service hereunder, the liability of Cellmark to pay damages will be limited to £10,000 in respect of any one set of samples. In any event no such claim will be entertained unless the same is made in writing within twelve months of the date of the report.
18. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.