

Orchid Cellmark Ltd

Standard Terms & Conditions

for the Provision of DNA at Home Relationship Testing Services

Definitions

"Cellmark", "we", "us", "our", "ours": Orchid Cellmark Ltd. a company registered in England and Wales with company registration number 4045527 and whose registered office address is at 16 Blacklands Way, Abingdon, Oxon, OX14 1DY

"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 between you and us for the supply of the Services or purchase of the Goods, formed in accordance with and subject to these Conditions;

"Customer", "you", "your", "yours": means the person who places an order for Goods or Services;

"Donor": A person providing a Sample for testing.

"Information Packs": The on-line information available to Customers or physical packs provided to Customers describing each of our Testing Services and itemising indicative rates of our charges for goods and services.

"Registration": The form completed and accordingly submitted by Customers whether on-line, in person, by post or over the telephone or the Internet.

"Sample": Any biological sample accepted by us for DNA analysis.

"DNA Paternity Testing" and "DNA Paternity Analysis" shall refer to any type of relationship analysis and all such testing shall be carried out using whatever test(s) is/are deemed necessary by us in our absolute discretion.

"Sampler": Any person who collects a Sample for submission to us.

"SDF": The Sample Declaration Form to be completed by the Consenting Party.

"Testing Services": The services described in the Information Packs.

"Third Parties": All persons other than you, us, the Donor or the Consenting Party.

1. Submission of a duly completed Registration 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 fourteen calendar days of submission of a Registration subject to the reservations set out in clause 6 below.
2. 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.
3. It is the responsibility of the adults who submit samples for DNA relationship 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.
4. All fees payable for Home Testing Services are quoted inclusive of VAT.
5. We will only carry out the Testing Services when the following have been supplied to us to our satisfaction and in accordance with our directions given from time to time:
 - i A duly completed Registration.
 - ii All Samples relevant to the purpose for which the Testing Services are required.
 - iii A completed SDF.
 - iv Payment of the required fee.
6. Completion of a Registration requesting Cellmark to carry out testing and analysis 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 for personalisation of the sampling kit before dispatch.

7. For orders cancelled within 1 month of the date the order is placed, this charge will be £10 inc VAT in any cases where sampling kits have already been dispatched but no Samples have been received in our laboratory. No refund will be payable if the services are cancelled more than 1 month after the date the order is placed, or after sample(s) have been received and/or testing has started.
8. We reserve the right to request further Samples at the expense of the person requesting the analysis, in particular but without limitation, in cases where the quantity or quality of the Sample received, or the identification or consent procedure carried out, is not, in our opinion, adequate or does not comply with the sampling instructions issued.
9. We do not accept responsibility for Samples:
 - i Taken using sampling kits different to those supplied or approved in advance by us.
 - ii Sent on behalf of persons not registered for testing with us.
 - iii Damaged in transit (whereby we reserve the right to destroy all such samples on receipt).
10. Every Consenting Party is required to complete a SDF confirming Donor consent for: (a) a Sample to be taken and used for the purpose of the Testing Services; and (b) processing of Donor personal data.
11. SDFs are used to establish the identity of Donors and we reserve the right to provide copies of any completed and self-certified SDF(s) supplied by the Consenting Party to any Third Party who has a lawful interest in the outcome of the test.
12. Cellmark cannot accept responsibility for any sample misidentification prior to arrival at the laboratory and disclaims any and all liability that may arise from this.
13. The frequency of DNA markers varies between ethnic groups and where the ethnic origin information has not been completed on the SDF Cellmark will use a Caucasian database to calculate the probability of the relationship.
14. We will take all reasonable steps to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned.
15. We will undertake the Testing Services only on the understanding that:
 - i The results of the analysis will normally only be disclosed via e-mail.
 - ii The report may be made available to any Third Party who has a lawful interest in the outcome of the test.
16. In very rare circumstances the DNA test may produce an observation which we might like to bring to your attention. Under these circumstances we may contact you for further discussion.
17. After 6 months from the date the order is placed, if we have not heard from you and all samples have not been received, we will destroy any samples we have received and all other confidential documentation concerning Testing Services.
18. All Samples tested in Cellmark's laboratories will be destroyed after three months, unless we are otherwise prior instructed in writing or the samples relate to a case where we have been notified of the possibility of fraudulent activity. Storage of Samples beyond this period may be subject to a reasonable storage charge. We will also destroy all other confidential documentation concerning Testing Services after twelve months following the date of the DNA Paternity Testing report unless otherwise prior instructed in writing. This does not apply to Samples or data used for validation purposes (see paragraph 19). We are legally required to retain invoices for six years.
19. Cellmark shall be entitled to use data, results and surplus Samples submitted for testing in studies relating to such matters as statistical, analytical and genetic parameters for testing and validation of methodology by independent bodies. The Samples, data and results will be selected in a random anonymous manner so they cannot be linked or traced back to any individual.
20. Save in respect of death or personal injury occasioned by negligence, 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 full extent of 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. All and any other liability of Cellmark is excluded to the fullest extent permitted by law.
21. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.