

Orchid Cellmark Ltd

# Standard Terms & Conditions

for the Provision of DNA Relationship and Hair Toxicology Services

## Definitions

**“Cellmark”, “we”, “us”, “our”, “ours”:** Orchid Cellmark Ltd. Registered in England No. 4045527. Registered office: 16 Blacklands Way, Abingdon, Oxon OX 14 IDY, [info@cellmark.co.uk](mailto:info@cellmark.co.uk), VAT ref GB750029264.

**“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 Donor, Consenting Party or instructing party as the case may be.

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

**“Service Information”:** The on-line and printed material made available to Customers (including Cellmark’s Drug and Alcohol Testing Service Level Agreement (Hair Tox SLA)) describing each of our Testing Services and the associated charges.

**“Registration Form”:** The form completed and accordingly submitted by Customers whether on-line, in person, by post or telephone (in the latter case whereby we shall complete the form on your behalf and send you a copy).

**“Sample”:** Any biological sample accepted by us for DNA, toxicology and/or other analysis.

**“DNA paternity testing” and “DNA paternity analysis”** shall refer to any type of relationship analysis and “toxicology analysis” any type of drug or alcohol testing 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 or data collection form to be completed by the Consenting Party and the Sampler where required.

**“Testing Services”:** The services described in the Service Information.

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

1. Submission of a duly completed Registration Form 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 seven days of submission of a Registration Form.
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. 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.
3. 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.
4. All fees payable for Testing Services are quoted exclusive of VAT in the relevant Service Information.
5. Unless specifically detailed, any standard fee does not cover provision of the following, non-exhaustive items:
  - i. The attendance of expert witnesses at Court hearings.
  - ii. Any fees or costs associated with either the taking of Samples or their return.
  - iii. Any additional scientific work required.
6. 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 Form.
  - ii. All samples relevant to the purpose for which the Testing Services are required.
  - iii. A completed SDF.
  - iv. In circumstances where we reserve the right to withhold any test results and/or report until payment has been made in full - a. Payment of the required fee; or b. where appropriate, an agreement to pay against an invoice to be raised on dispatch of the test results. Our standard terms are 60 days from invoice date.

7. We do not accept responsibility for the acts or omissions of the Sampler.
8. Completion of Registration Forms 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 as well as recovering any applicable fees incurred for sampling appointments - see below..

	Before kit despatch	After kit despatch	When sample received	If testing started
Legal DNA tests	£30	£75	£100	full price
Hair Drug tests	£30	£50	£100	full price

**Recovery of sampling fees will be as per the quotation provided.**

9. 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 procedure carried out, is not, in our opinion, adequate or does not comply with the instructions issued to the Sampler.
10. 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 (whereby we reserve the right to destroy all such samples on receipt).
11. 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.
12. SDFs are used to establish the identity of Donors and we reserve the right to provide copies of any completed SDF(s) and any photograph(s) supplied by the Consenting Party and certified by the Sampler to:
  - i. All Donors;
  - ii. The Consenting Party;
  - iii. Any Third Party who has a lawful interest in the outcome of the test; and
  - iv. Any Court as and when appropriate.
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. We will undertake the Testing Services only on the understanding that:
  - i. The report will only be made available to those persons stipulated in the relevant Registration Form;
  - ii. The results of the analysis will normally only be disclosed in writing (including e-mail and/or other agreed electronic formats).
15. 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.
16. All samples tested in Cellmark's laboratories will be destroyed in accordance with our standard internal procedures, unless we are otherwise prior instructed in writing. Storage of samples beyond our standard timescales will be subject to a reasonable storage charge.  
 We will destroy all other confidential documentation concerning Testing Services after twelve months following the date of a test Report or twenty-four months in Hair Drug & Alcohol testing cases, or 6 months from the date the case is paid in full – whichever is the later date, unless otherwise prior instructed in writing. This does not apply to Samples or data used for validation purposes (see paragraph 17) or those tested in 3rd party laboratories (see Cellmark's Privacy Policy on our website [www.cellmark.co.uk](http://www.cellmark.co.uk) for details). We are legally required to retain invoices for six years.
17. 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.
18. 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.
19. Submission of a Registration Form and/or completion of the SDF will be deemed consent to our providing the information and instructions to Third Parties required for obtaining or testing Samples.
20. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.