



When you access this web site and complete this form, you acknowledge that you have read and agree to abide by Cellmark's Online Registration Conditions as displayed here.

1. Cellmark is a registered name of Orchid Cellmark Ltd. Registered in England No. 4045527. Registered office 16 Blacklands Way, Abingdon, Oxon OX 14 1 DY
2. In these terms of contract 'sample' shall mean any biological sample accepted by Cellmark for DNA analysis. 'DNA paternity testing' and 'DNA paternity analysis' shall refer to any type of relationship analysis, and shall be carried out using whatever genetic test(s) is/are deemed necessary by Cellmark.
3. All fees payable for this service are quoted exclusive of VAT. The standard fee per person for a test will cover the provision of a sampling kit, the performance of DNA paternity testing, the analysis of the test results and the provision of a Test Report. The standard fee does not cover the provision of the following.
 - i. The attendance of expert witnesses at Court hearings.
 - ii. Any fees or costs associated with either the taking of samples or their return to Cellmark.
 - iii. Any extra scientific work required in forensic science investigations.
4. Cellmark will only carry out the DNA paternity analysis when the following have been supplied:
 - i. Instructions and information have been provided via our online Case Registration system or written on the case Registration Forms supplied by Cellmark.
 - ii. All samples relevant to the purpose for which the test is required in accordance with the direction given by Cellmark.
 - iii.
 - a. Payment of the required fee; or
 - b. Agreement to pay against an invoice to be raised on despatch of the test results. Our standard terms are 60 days from invoice date.
 - c. Cellmark reserves the right to withhold the test report until payment has been made in full.
5. Online completion or return of the Case Registration Forms requesting Cellmark to carry out DNA relationship 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. This charge will be £50 +VAT in all cases cancelled before sampling kits have been dispatched, £75 +VAT in any cases where sampling kits have already been dispatched but no samples have been received in our laboratory, £155 + VAT in any cases where a sample(s) has already been received in our laboratory, and the full testing fee when all samples have been received at our laboratory and testing has been started.
6. Cellmark does not accept responsibility for the acts or omissions of the sampler (e.g. Doctor/nurse) taking the samples.
7. Cellmark reserves the right to request further samples at the expense of the person requesting the DNA relationship 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 the opinion of Cellmark, adequate or does not comply with the instructions issued to the sampler.
8. Cellmark does not accept responsibility for:
 - i. samples taken using sampling kits different to those supplied by Cellmark
 - ii. samples sent on behalf of persons not registered for testing with Cellmark
 - iii. samples damaged in transit. Cellmark reserves the right to destroy all such samples on receipt.
9. Each Donor (or their parent with care or guardian if under 16) is required to complete a Sample Declaration Form (SDF) providing their consent for a sample to be taken and used for the purpose of relationship analysis. The SDF is also used to establish the identity of the Donor and Cellmark reserves the right to provide copies of any completed SDF(s) and any photograph(s) supplied by the Donor and certified by the Sampler to all persons who have provided a sample for such analysis (or their parent with care or guardian if under 16) or who have a lawful interest in the outcome of the test and to any Court as and when appropriate.
10. Cellmark will take all reasonable steps to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned.
11. Cellmark will undertake the DNA relationship analysis only on the understanding that:
 - i. the report will be made available to all persons who have provided a sample(s) for such analysis or who have a lawful interest in the outcome of the test and to any Court which has ordered the analysis or disclosure of the report
 - ii. the results of the analysis will only be disclosed in writing.
12. Any sample provided will not be released to any other person or organisation without the donor's written consent (or their parent with care or guardian if under 16) or a Court Order or pursuant to a



Statutory requirement. All tested samples will be destroyed three months after the date of the Test Report, unless otherwise instructed in writing. Storage of samples past 3 months will be subject to a storage charge. Cellmark will destroy all other confidential documentation concerning DNA relationship analysis after twelve months following the date of the Test Report, unless otherwise instructed in writing. NB: This does not apply to samples or data used for validation purposes (see paragraph 13). Cellmark are legally required to retain invoices for six years.

13. Cellmark shall be entitled to use data, results and surplus samples submitted for DNA testing in studies relating to such matters as statistical and genetic parameters for DNA testing. The samples, data and results will be selected in a random anonymous manner so that they are not able to be linked or traced back to any individual.
14. 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.
15. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.