

Orchid Cellmark Ltd

Standard Terms & Conditions

For the Provision of Canine DNA Profiling and Databasing Services

Cellmark and Cellmark Forensic Services are trading names of Orchid Cellmark Ltd a company registered in England and Wales with company registration number 4045527. Our registered office address is at 16 Blacklands Way, Abingdon, Oxon, OX14 1DY. Our registered VAT number is GB750029264.

You can contact us by telephoning our customer service team on 0800 193 3640 or by writing to us at 16 Blacklands Way, Abingdon, Oxon, OX14 1DY or info@cellmark.co.uk. When we use the words "writing" or "written" in these terms, this includes emails.

1 In these terms and conditions (these "**Conditions**") the following terms have the meaning set out below:

"**Canine DNA Profile**": a genetic profile obtained from a Sample using whatever laboratory test(s) are deemed necessary by Cellmark;

"**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 ,

"**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;

"**Database**": the database of Canine DNA profiles, with associated Donor Dog and Customer data held and managed by Cellmark which is collectively referred to as the Forensic Dog DNA Database;

"**Donor Dog**": a dog from which a Sample is taken for DNA testing;

"**Forensic Dog DNA Database**": means the database of Canine DNA Profiles, held by us;

"**Goods**": the merchandise associated with the Services available for purchase on the DNA Protected website;

"**Information**": the on-line information available to Customers, or physical packs provided to Customers, describing our Services and Goods and itemising indicative rates of our charges for said Services and Goods;

"**Registration Form**": the on-line form completed and accordingly submitted by a Customer;

"**Report**": means the written or oral reporting of the results of the Services;

"**Sample**": means a biological sample taken from a dog, submitted by the Customer for testing at Cellmark;

"**Sampler**": any person who collects a Sample for submission to us;

"**Sampling Kit**": the DNA sampling kit for the purposes of collecting canine DNA from the Donor Dog;

"**Services**": the services described in the Information which includes any or all of, Cellmark providing a Sampling Kit for obtaining a Sample from a dog, the subsequent DNA testing carried out on the Sample, analysis and reporting of the results of testing the Sample, the storing of the Donor Dog's Canine DNA Profile generated from the Sample on the Database, and the comparison of the Donor Dog's Canine DNA Profile, from time to time, against other Canine DNA Profiles; and

"**Third Parties**": all persons other than you and us.

- 2 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your order, we will inform you of this and will not charge you for the Goods and Services. This might be because the Goods and Services are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Goods and Services or because we are unable to meet a delivery deadline you have specified.
- 3 We only sell to the UK. Our website is solely for the promotion of our Goods and Services in the UK. Unfortunately, we do not accept orders from addresses outside the UK.
- 4 By submitting a Sample to us you confirm that you are the legal owner of the Donor Dog. Providing us with false or misleading information is unlawful and may constitute an offence. You are responsible for ensuring that the individual who submits a Sample(s) complies with all applicable laws and regulations.
- 5 You are responsible for following all instructions supplied with the Sampling Kit, in particular, those relating to preventing contamination and continuity of the chain of custody in relation to any Samples you provide to Cellmark. We do not accept responsibility for the failure of the Sampler to follow the instructions supplied with the Sampling Kit.
- 6 You are responsible for ensuring that all information you provide to us on the Registration Form is accurate and complete. Once you have submitted the Registration Form and we have accepted your order, we will dispatch a Sampling Kit to the address specified on the Registration Form. Please contact us as soon as possible if you become aware that any details in the Registration Form are incorrect.
- 7 The images of the Goods on our website are for illustration purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods. Your Goods may vary slightly from those images. The packaging of the Goods may vary from that shown in images on our website.
- 8 We may change the Goods and Services to reflect changes in the relevant laws and regulatory requirements and to implement minor technical adjustments and improvements, for example to address improvements in DNA sampling or analysis techniques.
- 9 You can always end your Contract. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
 - 9.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Goods repaired or replaced or a Service re-performed or to get some or all of your money back);
 - 9.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 10;
 - 9.3 If you have just changed your mind about the product, see clause 11. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods; or
 - 9.4 In all other cases (if we are not at fault and there is no right to change your mind), see clause 12.
- 10 If you are ending a contract for a reason set out at 10.1 to 10.4 below the contract will end immediately and we will refund you in full for any Goods or Services which have not been provided. The reasons are:
 - 10.1 We have told you about an upcoming change to the product or these terms which you do not agree to;
 - 10.2 We have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

10.3 There is a risk that supply of the Goods or Services may be significantly delayed because of events outside our control;

10.4 you have a legal right to end the contract because of something we have done wrong.

11 Under the Consumer Contracts Regulations 2013, you have a legal right to change your mind within 14 days and receive a refund, except as set out below:

11.1 Once we have completed the Services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind, as set out below:

Before we send you a Sampling Kit	After we have sent you a Sampling Kit but before you have returned the Sampling Kit to us*	After we have received the Sample from you but before we have started DNA Testing of the Sample	After we have started DNA Testing of the Sample
£10	£20	£50	Full price of the Services

*You must return the Sampling Kit to us unused, unopened and undamaged if you change your mind. If you do not return the Sampling Kit to us unused, unopened and undamaged, we will charge you £50. Please note that no refunds will be given if you change your mind later than 6 months after the date the kit was dispatched.

11.2 In relation to any Goods you have bought from us, you have 14 days after the date you (or someone you nominate) receives the Goods, unless the Goods are split into several deliveries over different days, in which case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Goods.

12 Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Goods is completed when the product is delivered and paid for. A contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Goods or Services not provided but we may deduct from that refund the amount set out in clause 11.1 depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so. Please note that no refunds will be given if you change your mind later than 6 months after the date the kit was dispatched.

13 To end the Contract, please let us know by calling our customer services team on 0800 193 3640 or by emailing us at info@cellmark.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

14 If you end the contract for any reason after Goods or Sampling Kits have been dispatched to you or you have received them, you must return them to us. You must post them back to us at our address. If you are exercising your right to change your mind you must send the Goods or Sampling Kits back to us within 14 days of telling us you wish to end the contract.

15 We will pay the costs of return if the Goods or Services are faulty or misdescribed, if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

16 We will refund you the price you paid for the Goods or Services including delivery costs, by the method you used for payment. However, we may make deductions from the price, to reflect any damages to the Goods or any deductions referred to in clause 11 or clause 12

- 17 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
 - 17.1 In relation to Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you.
 - 17.2 In all other cases, your refund will be made within 14 days of you telling us you have changed your mind (subject to us awaiting the return of the sampling kit as explained in 11.1).
- 18 We may end the contract for a product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the Goods or Sampling Kit to you.
- 19 If you have any questions or complaints about the product, please contact us. We are under a legal duty to supply Goods and Services that are in conformity with this contract. Nothing in these terms will affect your legal rights.
- 20 The price for the Goods and Services will be the price indicated on the order pages when you placed your order. All prices shown for the Goods and Services include VAT. You must pay for all Goods and Services in advance. We take all reasonable care to ensure that the price of the Goods and Services advised to you is correct, however, it is always possible that, despite our best efforts, some of the Goods and Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Goods provided to you.
- 21 Unless specifically detailed, the price does not include the following, non-exhaustive items:
 - 21.1 Any fees or costs associated with the taking of Samples; or
 - 21.2 Any additional scientific work required.
- 22 We will only carry out the Services when the following have been supplied to us to our satisfaction:
 - 22.1 A duly completed Registration Form;
 - 22.2 All Samples relevant to the purpose for which the Services are required; and
 - 22.3 Payment in full.
- 23 We reserve the right to request further Samples at your expense, 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 reasonable opinion, adequate to perform the Services or has not been collected in accordance with our instructions.
- 24 We do not accept responsibility for Samples:
 - 24.1 Provided to us using Sampling Kits that have not been supplied to you by us as part of the Service;
 - 24.2 Not registered for testing with us;
 - 24.3 Damaged in transit (we reserve the right to destroy all such Samples on receipt).
- 25 We will take all reasonable precautions to keep the details of your Order and payment secure. Any personal information, which you supply to us on the Registration Form or by other means, will be kept secure and processed in accordance with our Privacy Policy.
- 26 The costs of delivery will be as displayed to you on our website. We will contact you with an estimated delivery date for the Goods which will be within 30 days of the day on which we accept your order.

- 27 Once we have received a Sample from you, we will take all reasonable steps to produce a Report within a reasonable time.
- 28 We are not responsible for delays outside our control. If our supply or Goods and Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If there is a risk of a substantial delay you may contact us to end the Contract and receive a refund for any Goods or Services you have paid for but not received.
- 29 Goods will be your responsibility from the time we deliver the product to the address you gave us. You own Goods once we have received payment in full.
- 30 Cellmark may share the Report, or any information regarding the Report, including the DNA profile stored on the Database, to the police, any authority or authorised Third Party which is investigating the identity of a lost or potentially stolen dog, or who has a lawful interest in the outcome of the test, or as required by law. We will take all reasonable steps to verify the identity of any legal authorities requesting such information. Once their identity has been verified and we are satisfied they are entitled to this information by law, we will endeavour to notify you prior to disclosing the information. Should circumstances prevent us from notifying you prior to disclosure we will notify you as soon as possible after the disclosure. If the requestor is not entitled to the information by law, we will contact you to seek your consent for the disclosure of information relating to the Donor Dog and any associated personal information in accordance with our Privacy Policy. You are entitled to withhold your consent in such circumstances but please be aware that this may reduce the chances of the Donor Dog being successfully identified and returned you.
- 31 Where appropriate, the submission of a Registration Form will be deemed consent to our providing relevant information and instructions to Third Parties as may be required for obtaining Samples.
- 32 Otherwise, we will only use your personal information as set out in our Privacy Policy. The Database and the Canine DNA profiles stored within it will be used solely and exclusively for the purposes of identifying lost, found or missing dogs, unless you agree otherwise or we are required by law or ordered by a court to disclose it for other purposes.
- 33 You are responsible for telling us about any change in ownership of the Donor Dog and keeping your personal information up to date. You may update your personal information by emailing us from the email address that is registered with us. You may be required to provide evidence to satisfy us that you are the legal owner of the Donor Dog whose details are to be stored on our system before we update your personal information.
- 34 Our standard DNA Protected service includes the retention of the Donor Dog's Sample and the Canine DNA Profile produced from the Sample, together with the Donor Dog's and your personal information on the Database for 10 years, in accordance with our data retention policy and privacy policy.
- 35 At the end of the agreed storage period all samples tested in our laboratories will be destroyed in accordance with our standard internal procedures, unless we are otherwise prior instructed in writing. If you want us to store Samples beyond our standard timescales, and we agree to store it, we will agree a storage charge with you before we continue to store it on your behalf.
- 36 Cellmark may use data (other than your personal information), Samples, results and surplus samples submitted for testing in studies relating to such matters as statistical, analytical and genetic parameters for testing and methodology validation; the samples, data and results will be selected in a random anonymous manner so they cannot be linked or traced back to any individual Customer.
- 37 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

- 38 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Goods and Services and for defective Goods and Services under the Consumer Protection Act 1987.
- 39 We are not liable for business losses. The Goods and Services are supplied for domestic and private use. If you use the Goods and Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 40 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 41 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 42 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 43 This agreement will be subject to the law of England & Wales and you can bring legal proceedings in respect of the Goods and Services in the English and Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the Goods and Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods and Services in either the Northern Irish or the English courts.