

## Orchid Cellmark Ltd

# Standard Terms & Conditions

## For the Provision of Canine DNA Profiling and Databasing Services

### 1 DEFINITIONS

- 1.1 In these terms and conditions (these "**Conditions**");
- 1.1.1 "**Canine DNA Profile**": a genetic profile obtained from a Sample using whatever laboratory test(s) are deemed necessary by Cellmark;
  - 1.1.2 "**Cellmark**", "**we**", "**us**", "**our**", "**ours**": Orchid Cellmark Ltd. Registered in England No. 4045527. Registered office 16 Blacklands Way, Abingdon, Oxon OX14 IDY, [info@cellmark.co.uk](mailto:info@cellmark.co.uk), VAT ref GB750029264;
  - 1.1.3 "**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;
  - 1.1.4 "**Customer**", "**you**", "**your**", "**yours**": means the recipient of the Services;
  - 1.1.5 "**Data Protection Legislation**": means the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR) having the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018, the GDPR EU 2016/679, and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and any successor legislation to the UK GDPR, GDPR or the Data Protection Act 2018;
  - 1.1.6 "**Donor Dog**": a dog from which a Sample is taken for DNA testing;
  - 1.1.7 "**Forensic Dog DNA Database**": means the database of canine/dog DNA profiles, held by Cellmark;
  - 1.1.8 "**Goods**": the merchandise associated with the Services available for purchase on the DNA Protected website;
  - 1.1.9 "**Database**": the database of Dog 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;
  - 1.1.10 "**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;
  - 1.1.11 "**Registration Form**": the form completed and accordingly submitted by a Customer whether on-line, in person, by post or telephone (in the latter case whereby we shall complete the form on your behalf);
  - 1.1.12 "**Report**": means the written or oral reporting of the results of the Services;
  - 1.1.13 "**Sample**": means a biological sample taken from a dog, submitted by the Customer for testing at Cellmark;
  - 1.1.14 "**Sampler**": any person who collects a Sample for submission to us;
  - 1.1.15 "**Services**": the services described in the Information which includes any or all of Cellmark's provision of a sampling kit for obtaining a Sample from a dog, the subsequent DNA testing, 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;

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

- 2 Once you have submitted a duly completed Registration Form, 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 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 days of submission of the Registration Form. If we are unable to accept your order, we will inform you of this and will not charge you for the Services or Goods. This might be because the Services or Goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description. Our website is currently solely for the promotion of Services and Goods in the UK and we do not accept orders from addresses outside the UK.
- 3 It is your responsibility to ensure that you are in a position to legally submit a DNA sample from the Donor Dog. Failure to do so or providing false or misleading information is unlawful and may constitute an offence. It is the responsibility of the individual who submits a sample(s) for DNA testing 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 It is your responsibility to follow all recommended procedures detailed in the instructions supplied with the Sampling kit in relation to contamination prevention and continuity of chain of custody in relation to any Samples provided to Cellmark.
- 5 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.
- 6 All fees payable for the Services and Goods are quoted inclusive of VAT in the relevant Information.
- 7 Unless specifically detailed, any standard fee does not cover provision of the following, non-exhaustive items:
  - i. Any fees or costs associated with the taking of Samples.
  - ii. Any additional scientific work required.
- 8 We will only carry out the 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 Services are required.
  - iii. a. Payment of the required fee; or b. where appropriate, an agreement to pay against an invoice to be raised on dispatch of the Report for which our payment terms are 30 days from invoice date.
- 9 We do not accept responsibility for the acts or omissions of the Sampler.
- 10 Completion of a Registration Form 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 by you for whatever reason, Cellmark reserves the right to make the following cancellation charges for the administrative procedures already carried out, including during the 14 day cooling off period in which you may cancel your order:

	Before kit dispatch	After kit dispatch*	On receipt of sample	If testing started
<b>Dog DNA testing</b>	£10	£20	£50	full price

\* The cancellation fee is subject to the return of the complete, unused sampling kit to Cellmark, otherwise the full testing fee will be charged.

- 11 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 to perform the Services 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. not registered for testing with us
  - iii. damaged in transit (whereby we reserve the right to destroy all such samples on receipt).
- 13 Each Customer is required to complete the Registration Form and consent to the processing and retention of the Customer's personal data in accordance with the Services and in compliance with Data Protection Legislation.
- 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 Cellmark reserves the right to share the Report, or any information regarding the Report, including the DNA profile stored on the Database, to any authority or 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.
- 16 The Database and the Canine DNA profiles stored within it will be used in relation to the identification of lost, found or missing dogs, unless agreed by the Customer or directed otherwise by a court.
- 17 Cellmark's 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 Customer's data on the Database for 10 years.
- 18 At the end of the agreed storage period 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.
- 19 We will destroy all personal data concerning the Services at the end of the agreed storage period although the Customer's anonymised Canine DNA Profile will be retained at Cellmark to assist with Clause 20. We are legally required to retain invoices for six years.
- 20 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 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.
- 21 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.
- 22 Where appropriate, the submission of a Registration Form will be deemed consent to our providing relevant information and instructions to Third Parties as required for obtaining Samples.
- 23 This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English & Welsh courts.

Cellmark and Cellmark Forensic Services are trading names of Orchid Cellmark Ltd.,  
Registered in England No. 4045527. Registered Office: 16 Blacklands Way, Abingdon, Oxon OX14 1DY.