

# DNA Clinics Ltd

## Terms and Conditions for Peace of Mind DNA Tests



Please read these terms and conditions carefully, they contain important information about your rights and obligations.

**All those over the age of 18 years participating in a DNA test at a DNA Clinic, should sign and date these documents. Please return one copy to the DNA Clinic and retain the second for your records.**

### 1. Definitions

- a) The "Company" shall mean DNA Clinics Ltd, trading as such in the United Kingdom.
- b) The (Centre) shall mean the company/organisation or individual visited by You where the DNA Clinic service is based/provided.
- c) The "DNA Clinic Service" shall mean human identity testing and without limitation related clinic services including client consultations and the taking of buccal (mouth) swabs.
- d) The "Conditions" means these conditions of sale.
- e) The "Contract" shall mean any legally binding contract for the supply of the DNA Clinic Services by the Company/Centre to you.
- f) The "Website" means [www.thednaclinic.com](http://www.thednaclinic.com)
- g) "Printed Materials" shall mean all documentation issued by the Company/Centre.
- h) "You" shall mean the person ordering the Service subject to these terms and conditions.

### 2. Conditions of Sale

- a) The DNA Clinic Service is run by the Centre in conjunction with DNA Clinics Ltd. You acknowledge that the mouth swabs and information taken at the Centre will be sent to the Company laboratories for processing, where the DNA will be processed for the purposes that consent has been obtained for. The records/results kept by the Company and the Centre attended, are held securely and confidentially.
- b) You understand that the price paid for the DNA Clinic Service entitles you to an initial consultation and an optional results session. Each session will last for up to half an hour. These sessions are only available at the Centre to which you pay your fee. The DNA Clinic Service is non transferable.
- c) The Centre that runs The DNA Clinic Service will make subsequent on-site counselling/support services available to you. These services are to be used at your own discretion. The Centre reserves the right to refuse subsequent treatment. These additional services are separate to the DNA Clinic Services. You understand that these additional services are run and managed under the Centres own policies and are subject to the Centres own fee structure. These services are the legal responsibility of the service provider involved and are not the responsibility of the Company.
- d) The Company is responsible for the processing of samples, test results and storage of DNA samples under the conditions stated. This excludes services provided at the Centre after results have been issued and /or the result session is completed.
- e) The Company/Centre has no legal liability concerning the taking of samples and the names given in conjunction with these samples. Identities of those individuals involved in the DNA Clinic Service are not verified by the Company/Centre, therefore the results of the DNA test can not be used in court proceedings.
- f) If you order a Service from the Company/Centre either verbally or in writing, you shall be legally bound to have made an offer to purchase the Service pursuant to these Conditions.
- g) All sales made by the Company/Centre are made on these Conditions. These Conditions shall apply to all Contracts to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any purchase order confirmation or Service Request Form or similar document. No variation of these Conditions will be binding on the Company unless confirmed in writing by a director of the Company. The Company may from time to time alter these Conditions at its discretion. Up to date Terms and Conditions can be obtained from the Company at any time.
- h) You are responsible for deciding on the suitability of the Service offered for any particular purpose and for the consequences arising.
- i) The subject matter of the Contract shall remain confidential and shall not be disclosed or used for any unauthorised purpose. The Company/Centre will not disclose to third parties other than as required by a court of law or other competent authority any proprietary data and other information concerning the samples to be processed or results obtained under the Service without the prior written consent of you.
- j) These terms and conditions do not affect your statutory rights as a consumer.

### **3. Prices, Payment and Delivery**

- a)** The charges payable by you to the Centre for the DNA Clinic Service are those set out in the current relevant price list(s) supplied by the Company/Centre to you as published on the Website or as quoted in writing by the Company/Centre to you.
- b)** The Company/Centre reserves the right to vary the prices for the DNA Clinic Service between the date of the Contract and the performance of the DNA Clinic Service in the event of and to the extent of any increase in the cost of labour or materials or any delay howsoever caused by any other variation in the costs to the Company /Centre of providing the DNA Clinic Service. The Company or Centre shall notify you of any changes to the advertised price and you will have a right to proceed with or cancel the order within seven days of the notification.
- c)** The Centre must receive payment of the whole of the price for the DNA Clinic Service before your order can be accepted. The Centre's acceptance of your order brings into existence a legally binding contract between you and the Company. The Company/Centre reserves the right not to supply you at its discretion.
- d)** You undertake that all details you provide the Company/Centre for the purpose of purchasing the DNA Clinic Service are correct, that the credit or debit card you use is your own and that there are sufficient funds or credit facilities to cover the cost of the DNA Clinic Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the DNA Clinic Service.

### **4. Cancellation/Termination & Charges Arising**

- a)** You have 24 hours (excluding Saturday and Sunday and UK Bank Holidays) from the date on which the Centre accepts your order pursuant to clause 3c), to cancel the Contract, upon serving a written notice of cancellation upon the Centre.
- b)** If you cancel the Contract under this provision the purchase price (deducted by £70.00) will be returned to you by the Centre as soon as practicably possible, and in any event within 30 days of the Centre's receipt of your notice of cancellation.
- c)** The Company/Centre reserves the right to cancel the Contract if the DNA Clinic Services were listed at an incorrect price due to a typographical error.
- d)** Any dates quoted by the Company/Centre to you for the provision of the DNA Clinic Services are approximate and do not have any contractual effect, and shall not be treated as being of the essence of the Contract.
- e)** The Company/Centre will not be liable to you for any loss or damage direct or indirect, caused or occasioned by any delay howsoever arising from the performance of the DNA Clinic Service.
- f)** The Company shall be entitled to destroy all samples received from you or derived from these samples together with any associated results or other documentation after three months and twenty four months respectively from the date of transmission.
- g)** The sample DNA derived from the donor's sample or any data derived therefore will not be released to any third party other than in accordance with the Data Protection Act 1998. The Company will retain the DNA results for two years.
- h)** The Company will use reasonable endeavours to ensure that the result of the analysis of biological samples provided to us by you/the Centre is correct but subject to a margin of error of 0.01%. No further representation, warranty or undertaking is given or made in relation to the result of analysis. This does not affect your statutory rights as a consumer.
- i)** The information contained in the analysis is solely for your own personal use.
- j)** In the unlikely event that the result of analysis is found to be in error, the Company shall perform a further analysis for you free of charge or return your payment at our sole discretion.
- k)** The Company/Centre shall not be liable for any loss or damage suffered by you or any other person as a result of the provision to you of a result of analysis.
- l)** The Company/Centre makes no representation, expressed or implied, that the result of analysis is fit for any particular purpose.
- m)** You warrant that you are legally entitled to possession of the samples you have provided to the Company/Centre. You agree to indemnify the Company/Centre against all costs, claims, expenses and any loss or damage that the Company/Centre may suffer as a result of you providing the Company with samples, which have not been legally obtained. The Company strongly advises that you should obtain independent legal advice about your legal entitlement to consent for a third person to participate in the DNA Clinic Service, or your legal entitlement to obtain samples of biological material from persons other than yourself. You warrant that you are not a person suffering from mental disorder (within the meaning of the Mental Health Act 1983) and are therefore capable of understanding the nature and purpose of the test. The Company/Centre makes no representation that you are legally entitled to perform any particular act in order to obtain biological samples for analysis.

### **5. Warranty of Performance**

- a)** The Company/Centre shall exercise all reasonable skill and care in the performance of the DNA Clinic Service but does not represent, guarantee or warrant that any particular result (whether expressly specified by you or not) will be achieved or reproduced. Except in the case of death or personal injury the Company's/Centre's total liability to you whether for negligence, breach of contract or otherwise shall in no circumstances exceed the

charges payable by you for the DNA Clinic Service.

**b)** The Company/Centre shall not be liable for any failure in the performance of its obligation under the Contract caused by factors or circumstances outside of its control including but not limited to any act of God, war, strike, lockout, industrial action, breakdown of systems or network access, flood, drought, storm or other event beyond the Company's/Centre's control.

## **6. Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy, which can be viewed at the end of this document.

## **7. Links to other web sites**

The Company is not responsible for the availability, content or accuracy of any pages or other sites linked to the website. The inclusion of any link to such sites does not imply endorsement by the Company of these sites. If you link to any other page or site you do so at your own risk. You agree that the Company will not be liable for any loss or damages you or any third party may suffer in connection with third party pages or sites.

## **8. General Disclaimer**

**a)** The Company/Centre is providing its website and all printed materials, on an 'as is' basis and makes no representations or warranties of any kind with respect to its website/printed materials or its contents and disclaims all such representations or warranties to the fullest extent permitted by law. In addition, the Company /Centre makes no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published on the website/printed materials. The information contained in the website may contain technical inaccuracies or typographical errors. All liability of the Company/Centre howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

**b)** Neither the Company/Centre nor any of their directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of the website or DNA testing services. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

**c)** Notwithstanding the foregoing, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit liability to you for death or personal injury resulting from our negligence.

## **9. Copyright and Monitoring**

The contents of the website and printed materials are protected by international copyright laws and other intellectual property rights. The Company owns these rights unless otherwise indicated. All product and company names and logos mentioned in the website/printed materials are the trademarks, service marks or trading names of their respective owners, including the Company. You may download material from the Site for the sole purpose of placing an order with the Company/Centre.

## **10. Invalidity**

If any part of these Conditions is unenforceable (including any provision in which the Company/Centre excludes its liability to you) the enforceability of any other part of these Conditions will not be affected.

## **11. Third Party Rights**

Except for the Company's/Centre's affiliates, directors, employees or representatives, a person who is not a party to this Contract has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract but this does not affect any right or remedy of a third party that exists or is available from that Act.

## **12. General**

**a)** The Contract is made between the Company and you and shall not be assignable by you. The Company may sub-contract the performance of the Contract in whole or in part if necessary.

**b)** These Conditions together with the privacy policy, any order form and payment method instructions, if any, are the whole agreement between you and the Company. You acknowledge that you have not entered into this Contract in reliance upon any warranty or representation made by the Company/Centre or any other person and you waive any rights to damages/compensation you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in the Conditions, privacy policy, order form and payment method

instructions.

c) You shall indemnify the Company/Centre (and keep it indemnified) against all claims, losses, costs and expenses (including legal expenses on an indemnity basis) howsoever arising in respect of any claims made by third parties against the Company/Centre arising out of the provision of the Service.

d) All notices shall be given to the Company via email at [info@thednaclinic.co.uk](mailto:info@thednaclinic.co.uk)

### **Declaration**

I have read and understood the terms and conditions set out by DNA Clinics Ltd. I agree to accept these terms and conditions as they are written.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## Privacy Policy

**DNA Clinics Ltd and the Centre respect your privacy. We will use your address, phone numbers and email, only when we are communicating with you regarding your case. We assure you, we do not make our email list, mailing list, or phone numbers available to other companies**

### **Client Comments**

The Company welcomes questions and comments regarding our services. Our objective is to provide a service that exceeds our customers' expectations. We understand that to continue to do this, we must always listen to our customers' needs and comments.

This policy will demonstrate how the Company protects the personal information it receives.

### **Client data**

The Company and the Centre only hold or request data from those individuals involved in or applying for a DNA test to be processed by the Company laboratories. The data held will be sufficient to process, monitor and correctly issue the test result. Dependent on the agreement established, the Company will:

- 1) Issue the test result to the person who requested/paid for the test.
- 2) Retain the test result in a secure environment for a period no longer than 2 years.

The Company does not record and do not have access to any data/information generated during counselling sessions. Individual counsellor contracts will apply.

The company uses data and results in studies relating to statistical and genetic parameters for DNA Testing. This develops the accuracy of genetic tests. Please note the aforementioned will be used in an anonymous manner to prevent individual client traceability.

### **Processing Data**

When a sample is received at the laboratory it is immediately given a unique barcode (identification) number. The details attached to the sample are entered onto a password only, encrypted database. Each case is given a unique reference number. It is this reference and the individual sample barcode numbers that are referred to during the testing process. The only personnel that have access to your results are the Scientist in the laboratory processing the samples and your Case Manager who will provide you with your results documentation. The following principles will apply when we process your personal data:

- Your data is only processed with your knowledge;
- Only data that we actually need is collected;
- Your data is only seen by those who need it to do their jobs;
- Your data is retained only for as long as it is required;
- Your data is accurate and is only used for the intended purpose;
- Your data is protected from unauthorized or accidental disclosure;
- You will be provided with a copy of data we hold on you, through a Subject Access Request (see below);

All information held at the laboratory is protected under the Data Protection Act. All DNA samples provided are destroyed after 3 months and all documentation (Legally Accredited tests) is held for up to 2 years.

### **Professional Partner data\***

We will only hold data of other professionals if:

- The Company has purchased data from an authorised list seller for marketing purposes.
- You have contacted the Company.
- You are a client (or potential client) of the Company.

In the above instances the Company will hold personal data in order to make contact with you and/or undertake business with you. To remove yourself from the database please contact DNA Clinics Ltd

(\* Professional Partners are considered to be those able to refer cases/clients to DNA Clinics Ltd and include (but is not exclusive to) solicitors and GPs.)

### **Responsibility for your personal data**

The Company is responsible for the protection of personal data. We undertake to hold this data securely and will not use it for any purpose without prior consent.

### **Our retention periods**

The Company will hold your data for a period of up to 2 years after your last application.

### **Storage of data**

Your data is held in secure/encrypted files, which have restricted access.

### **Subject access**

You can contact us to request a copy of the personal data we hold about you. The fee is £20.00. Requests must be made to the Company. As we must be sure that we are releasing information to the right person, you will be asked to supply information to prove your identity.

### **Transfer outside the European Economic Area**

Your data will not be transferred outside the European Economic Area

### **Notification of changes**

If we decide to change our privacy policy, we will post those changes on our web site.