



**KING'S
FORENSICS**



KING'S
College
LONDON

Terms & Conditions

DNA analysis at King's



@KingsForensics



DNA analysis at King's

Department of Analytical, Environmental and Forensic Sciences
Franklin-Wilkins Building
King's College London
150 Stamford Street
London SE1 9NH

Terms and Conditions 2021



TERMS AND CONDITIONS

1 **THESE TERMS**

1.1 **These are the terms and conditions on which we will supply these services to you.**

1.2 Please read these terms carefully before you request a service from us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the CONTRACT, what to do if there is a problem and other important information. If you think that there is a mistake in these terms [or require any changes], please contact us to discuss.

2 **INFORMATION ABOUT US AND HOW TO CONTACT US**

2.1 King's College London is a body incorporated by Royal Charter in England and Wales. Our principal address is Strand, London, WC2R 2LS. Our registered VAT number is GB 627 4035 51. DNA analysis at King's is the trading name of a non-profit making service run within King's College London and where all the business is conducted.

2.2 The testing laboratory is located at our Waterloo Campus. You can contact us by telephoning our customer service team at 0207 848 4130 (fax 0207 848 4129) or by writing to us at DNA analysis at King's, King's College London, Franklin Wilkins Building, 150 Stamford Street, London SE1 9NH; dna.analysis@kcl.ac.uk.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 When we use the word 'writing' or 'written' in these terms, this includes emails.

3 **OUR CONTRACT WITH YOU**

3.1 Our acceptance of your case will take place when you have registered your case with us and we have responded verbally and/or in writing, through which we will provide pre-CONTRACT information. Our formal CONTRACT with you comes into existence once you have paid us an agreed deposit, the full amount of fees payable, or a formal agreement to pay our agreed invoice is in place.

3.2 If we are unable to accept your case, we will inform you of this in writing and will not charge you for the service. This might be 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 service, because we are unable to meet a deadline you have specified (subject to 3.3 below), or because you have been unable to supply the necessary identification documents that we require in order that we meet the requirements of the Human Tissue Act 2004. The latter makes it a criminal offence to hold human cellular material with the intention of analysing the DNA in it without informed CONSENT.

3.3 We do everything we can to meet your reasonable specified deadlines, but sometimes we are unable to do so for reasons that we cannot control such as a) samples that have been poorly taken and do not contain enough material for us to analyse, b) delays in transit of samples or sampling kits, c) cases that reveal genetic inconsistencies that might be the result of genetic errors within a person, or d) complex questions, such as distant family relationships or ancestry questions. In all cases we will attempt to resolve these difficulties

which will involve us undertaking additional tests, and possibly resampling an individual in your case. We will inform you (and any authorities that you direct us to) and will not charge you for the additional work.

4 OUR RIGHT TO MAKE CHANGES

- 4.1 We may change the product: (a) to reflect changes in relevant laws and regulatory requirements and (b) to implement minor technical adjustments and improvements. These changes will not detriment the outcome of your case.
- 4.2 In addition, as we informed you in the description of the product on our website, we may make changes to our terms, but if we do so we will notify you if they impact on your ongoing case and you may then contact us to end the CONTRACT before the changes take effect and receive a refund for any Services paid for but not received.

5 YOUR RIGHT TO MAKE CHANGES

- 5.1 If you wish to make a change to your case requirements, please contact us. For example, you may wish us to extend the service we are giving to you so that your report meets a particular requirement that was not initially anticipated, or you may wish to add an individual to your test. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of your results, or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the CONTRACT.

6 OUR SERVICE

- 6.1 This Service provides information about a person's identification in the form of DNA. Its main purpose is to compare this genetic information in order to confirm or refute a familial relationship which may be needed if there is a legal dispute about a relationship, to confirm a relationship on behalf of an official institution, or for personal enquiry.
- 6.2 We are registered on the Ministry of Justice list of approved laboratories that can carry out DNA tests to solve a legal dispute about whether someone is the parent of a child.
- 6.3 We are a body accredited by the United Kingdom Accreditation Service (UKAS) for relationship testing services (UKAS No: 7850) and meet the international standards set out in ISO17025 for a testing laboratory. We follow industry standards recommended to us by the International Society of Forensic Genetics and the UK Human Genetics Commission.

7 DEFINITIONS

- 7.1 CONTRACT – a binding CONTRACT for the Service between the Client and us (DNA analysis at King's) in accordance with and subject to these terms and conditions.
- 7.2 CLIENT – the individual or organisation using the Service.
- 7.3 SERVICE – the DNA testing service offered by DNA analysis at King's.
- 7.4 LABORATORY - the physical location where we conduct the tests and associated administration.
- 7.5 CONSENT - the giving of informed consent by the DONOR or a person acting legally on behalf of a DONOR who is a minor, or who lacks mental capacity, in accordance with the Mental Capacity Act 2005', or in relation to material from a deceased, in accordance with

the Human Tissue Authority (HTA) publication 'Code of Practice 1: Consent' – the CONSENTEE.

- 7.5.1 No sample will be tested without a valid CONSENT form accompanied by appropriate identification for all DONORS being sampled and any CONSENTEE recording CONSENT.
- 7.5.2 Appropriate identification is official photographic identification, such as a passport or photographic driving licence. Identification for minors without a passport requires their full birth certificate, naming the mother, and the NHS 'Red Book' or NHS Medical Card, for a child born in the UK, or the birth document issued in the country of birth.
- 7.6 DONOR - the person providing a biological sample for DNA testing in accordance with these terms and conditions.
- 7.7 SAMPLER – the individual who collects the sample from the DONOR, an accredited medical or legal practitioner or individual who has received appropriate training.
- 7.8 STATUTORY DECLARATION – a written statement of fact that is signed in the presence of a Solicitor, a Notary of the Public, a Justice of the Peace, or a Commissioner for Oaths.
- 7.9 TEST – the series of DNA tests that we undertake in order to answer the question posed
- 7.10 TEST REPORT – the written document that summarises or details the TESTs that have been undertaken and provides an answer (inconclusive or not) to the question being asked.

8 **PAYMENT**

- 8.1 All fees quoted are inclusive of VAT and will include sampling within our sampling clinic at King's College London. Travelling, if requested, to collect samples elsewhere will be charged separately. External samplers may charge an additional and separate fee for their service.
- 8.2 The fee will be the fee stated to you and will be the fee at the date of your order, unless we have agreed another fee previously in writing. Should the VAT rate change between your order and the results being provided we will pass these additional costs to you, the consumer. We take all reasonable care to ensure that the fees advised to you are correct. If we discover an error in the fee for the services you order we will contact you for additional payment, if that is due, or to make arrangements to refund monies if you have overpaid.
- 8.3 We will not charge extra for any additional tests that we consider will help to provide a satisfactory answer to the service you are requesting, but reserve the right to request payment for any additional tests that you request are done, subject to clause 9.1.
- 8.4 DNA analysis at King's will provide sampling kits free of charge to any designated independent sampler but will not provide sampling kits to, or test samples received directly from any person taking part in the test. Clients requesting kits to be sent overseas will be charged an additional fee to cover the relevant courier cost, dependent on location. We reserve the right to change these at any time to reflect global variations in exchange rates and fuel costs applied by the courier.
- 8.5 We will not be responsible for sampling fees charged by independent parties.
- 8.6 No test will start, or kits be provided overseas, unless DNA analysis at King's has received the full fee, as specified in clause 8.2, or a minimum deposit of £100, in cash at our clinic or in our DNA offices at King's, or through our online e-store. Details of the estore are provided at <https://estore.kcl.ac.uk/>. Payment by cheque is by prior arrangement only.
- 8.7 Investigations ordered by solicitors, courts, government agencies or service level agreement holders will be invoiced after the service is complete. You must pay the invoice

within 30 calendar days after the date of the invoice. Details of how to pay by bank transfer are provided on the invoice.

- 8.8 We reserve the right to charge interest on late payments and will contact you if we intend to do so. If executed this will be at the Bank of England base rate plus 5%.
- 8.9 Provision of a sample accompanied with a valid CONSENT form, appropriate identification and payment, or agreement to pay, gives rise to a CONTRACT with us to conduct the agreed tests and will be deemed to give authority to commence the process and incur the agreed fees.
- 8.10 If the CLIENT cancels the test or withdraws CONSENT subsequent to provision of a sample, the originally agreed fee will be reduced commensurate with the service already provided. Examples are given in Appendix A.
- 8.11 We are willing to sign STATUTORY DECLARATIONS relating to parentage tests undertaken by ourselves; the associated fee is given in Appendix A.

9 PROVIDING THE SERVICE

- 9.1 All tests will be conducted in duplicate prior to provision of the TEST REPORT. The LABORATORY will conduct one retest free of charge if any doubt arises as a result of the TEST REPORT. The clients will be expected to pay for any associated sampling or courier charges unless arising from agreed service provision.
- 9.2 The estimated completion date for the services is as told to you during the order process, or until either you end the contract for the services as described in clause 8.9 or we end the contract by written notice to you. You should note that the completion date may not be as estimated due to factors described in clause 9.4.
- 9.3 If our performance of the service is affected 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 minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay (other than the expected provision of an inconclusive report for genetic reasons) you may contact us to end the contract and receive a refund for the services you have paid for, but not received.
- 9.4 Testing normally takes around ten working days and we will take all reasonable steps to produce a report within a reasonable time after that. There are several reasons why reports may take longer than expected:
 - 9.4.1 Full payment not being received.
 - 9.4.2 Delays in receipt of samples from an external provider.
 - 9.4.3 Receipt of poor quality samples from an outside provider. We will make special efforts to extract DNA of a suitable quality before requesting new samples in order to limit additional fees for repeat sampling and courier fees, as needed.
 - 9.4.4 DNA testing that involves testing relationships other than a parent-child relationship only.
 - 9.4.5 DNA testing that has revealed one of more genetic inconsistencies, such that a conclusion cannot be reached without additional testing.
 - 9.4.6 DNA testing that has not resolved the question being asked to our satisfaction without additional testing being undertaken.
 - 9.4.7 Specialist DNA tests being required: X and Y chromosome tests, mitochondrial DNA, single nucleotide polymorphisms.
- 9.5 As we informed you in the description of the service in our brochure or on our website we will need certain information from you so that we can provide the service to you. This will include details of the persons to be tested and how they can be contacted and information

about the family relationships that you are questioning. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or if you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or failing to provide any part of them, if this is caused by you not giving us the information, we need within a reasonable time of our asking for it.

- 9.6 The laboratory aims to provide the client with a satisfactory TEST REPORT and reserves the right to conduct additional TESTS in order to do that if the alternative is to provide an inconclusive TEST REPORT.
- 9.7 The laboratory will make no charge for any additional TESTs that we deem are necessary but reserves the right to charge for any additional tests requested by the client.
- 9.8 Reports will be provided only to the adult parties involved in the TEST, those providing CONSENT on behalf of someone else being tested, their solicitors and to other acknowledged parties who have requested that the tests are undertaken.
- 9.9 TEST REPORTS will be provided only in writing and sent by first class post and/or by email (as advised) to the address provided in the consent form or the instructing client otherwise requesting the report.
- 9.10 We will check the TEST REPORT for accuracy but it is also your responsibility to check the contents and inform us of any errors that you have observed and we have missed, prior to you forwarding the report to any other authority. Please also see clause 14.3.
- 9.11 Clients may collect their TEST REPORTS but our aim is to enable all adults involved in the test to receive their reports at the same time and additional consent in writing will be sought from absent parties if they cannot attend to collect in person.
- 9.12 All files and samples will be retained securely by the laboratory for potential future use, allowing additional services in the future to be discounted. The Laboratory cannot, however, guarantee that files and samples will be able to be recovered, but will do its best to recover the appropriate information. An inability to locate the file or sample will not disadvantage the client in receiving any expected discounting.
- 9.13 Consent can be withdrawn and both files and/or samples will be destroyed on receipt of a written request at any time from any party providing the original CONSENT. We reserve the right to request provision of certain information in order for us to gauge the validity of the request.
- 9.14 DNA analysis at King's shall be entitled to use data, results and surplus samples, anonymized, in relation to statistical and genetic parameters undertaken in the test and for validation of our methodology by independent bodies.

10 **DISRUPTION OF SERVICES**

- 10.1 COVID-19 continues to pose challenges to our usual ways of working. Our aim is to continue to deliver excellence in education, research and service, while keeping at the heart of our planning and decision-making the health, safety and wellbeing, both physical and mental, of our community and those around us.
- 10.2 A notice included on the website, email notice and telephone voice message service to advise on service updates and any interruptions of service or delays to service delivery and encouraging online communications. Contact email addresses are provided for urgent enquiries:
 - 10.2.1 We endeavour to continue to provide our services for ongoing cases and new cases;

- 10.2.2 We will provide support online communicating mainly by email as some staff may be working remotely;
- 10.2.3 We will provide support online communicating mainly by email;
- 10.2.4 Our on-site sampling clinic services are currently suspended and closed;
- 10.2.5 We will work with you to make arrangements for your case;
- 10.2.6 Please be aware there may be delays subject to Government guidance and depending on staff availability;
- 10.3 For current information regarding the COVID-19 outbreak, visit www.kcl.ac.uk/coronavirus
- 10.4 Direct email communications will be sent to contract and SLA holders to advise operational interruptions to service delivery if a disruption to service is envisaged.

11 **SUSPENSION OF SERVICES**

- 11.1 The normal service will be suspended from two working days prior to December 25th in any year until the next working day after Jan 1st in any year.
- 11.2 We may have to suspend the services at other times to:
 - 11.3 Deal with technical problems or make minor technical changes;
 - 11.4 Update the services to reflect changes in relevant laws and regulatory requirements;
 - 11.5 We will contact you in advance to tell you we will be suspending the services (other than detailed in clause 10.1), unless the problem is urgent or an emergency. If we have to suspend the services for longer than one week we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services or tell you we are going to suspend them, in each case for a period of more than one week and we will refund any sums you have paid in advance for services not provided to you.
- 11.6 We reserve our right to suspend the service to you for non-payment.

12 **YOUR RIGHTS TO END THE CONTRACT**

- 12.1 You have 14 days after the day of your contract with us to end the contract. However, once we have completed the services you cannot change your mind, even if the 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.
- 12.2 Your request to end the contract must be provided in writing, by post or email and we will acknowledge your request in writing, by post or email.
- 12.3 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us that you have changed your mind.

13 **OUR RIGHTS TO END THE CONTACT**

- 13.2 We may end the contract at any time by writing to you if:
 - 13.2.1 You do not make any payment to us when it is due and you still do not make payment within 60 days of us reminding you that payment is due.
 - 13.2.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services (as detailed in clause 10.5).

14 **IF YOU WISH TO COMPLAIN ABOUT THE SERVICE**

- 14.2 If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our service team at +44 (0)207 848 4130 or by writing to us at

dna.analysis@kcl.ac.uk or DNA analysis at King's, Franklin Wilkins Building, King's College, 150 Stamford Street, London SE1 9NH.

- 14.3 Please detail your complaint in writing and this will be considered under our complaints policy which is provided as Appendix A.
- 14.4 See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.
- 14.5 **Summary of your key legal rights.** This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website – www.adviceguide.org.uk or call -03434 040506. The Consumer Rights Act 2013 says:
 - 14.5.1 You can ask us to repeat a service if it is not carried out with reasonable care and skill, or get some money back if we can't resolve the problem;
 - 14.5.2 If you haven't agreed a price beforehand, what you're asked to pay must be reasonable;
 - 14.5.3 If you haven't agreed a time beforehand it must be carried out within a reasonable time.

15 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

- 15.2 DNA analysis at King's aims through its quality management and double testing processes to provide tests that are highly accurate but, as with any testing, there is always the possibility of error or omission. In the event of the client being able to establish a claim for damages resulting from any act of DNA analysis at Kings', whether negligent or otherwise, our liability will not exceed £1000, or the cost of the test if higher.
- 15.3 According to the CME Unfair Terms Guidance, fairness is more likely to be achieved by excluding liability for:
 - 15.3.1 Losses that were not foreseeable to both parties when the contact was formed;
 - 15.3.2 Losses that were not caused by any breach on the part of the trader;
 - 15.3.3 Business losses, and/or losses to non-consumers.
- 15.4 The rights of the client will be subject to the client notifying us in writing of any error of omission within thirty days of the test report.
- 15.5 These terms and conditions do not seek to exclude liability in relation to person injury or death caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights including the right to receive services which are as described and supplied with reasonable skill and care.
- 15.6 Audits are conducted by DNA analysis at King's on a regular basis and if these reveal any subsequent error then the clients will be informed in writing and, depending on the impact of these errors, the laboratory may offer a full or partial refund of the test fee.

16 **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 16.1 We will use the personal information you provide us to:
 - 16.1.1 Provide the services;
 - 16.1.2 Process your payment for such services;
 - 16.1.3 Anonymously use your genetic data for quality improvement;
 - 16.1.4 Anonymously use your genetic data for research purposes, but only with your CONSENT;
- 16.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

17 **JURISDICTION**

17.1 **Which laws apply to this contract and where you may bring legal proceedings.**

17.1.1 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts;

17.1.2 If you live in Scotland you can bring legal proceedings in respect of the services in the either the Scottish or the English courts;

17.1.3 If you live in Northern Ireland, you can bring proceedings in respect of the services in either the Northern Irish or the English courts.

APPENDIX A - COMPLAINTS

1.0 POLICY

The Laboratory will respond to all complaints in a timely and appropriate fashion. A complaints form will be used to record any pertinent information relating to the complaint and give details of dates and outcome. Forms are available on all computers and in a folder in the scientist's writing area. Forms will be retained, with copies of all correspondence, within the complaints file and a reference placed to this on the client's blue sheet.

Complaints made in writing must be responded to in writing (or email) within two working days of receipt, or as soon as possible if the Head of Section is absent in circumstances where the letter is directed to the Head, setting out the expected timeline for investigation of the complaint and letting the client know when they will expect a reply.

If complaints are received by telephone, or in person, the nature of the complaint should be recorded on the complaints form and referred to the Head of Section, who will telephone, email, or speak personally to the client as soon as possible after this. In the absence of the Head of Section either of the Senior Scientists or a member of the administration team will be responsible for making the initial response until the Head of Section's return.

The client will be offered the opportunity to put the complaint in writing, to be dealt with on a formal basis.

If the response to the client is not accepted, the case will be referred to the Divisional Head for advice and direction.

Consideration must be given to all complaints as to whether or not they are the consequence of a non-conforming issues. Such complaints must be escalated using the non-conforming issues policy.

2.0 BACKGROUND

There may be occasions when the laboratory is contacted by clients who wish to raise concerns or complaints about the service they have received. This document details the procedures and processes that the laboratory should undertake in order to investigate and clarify any problems, resolve any issues and identify what corrective actions should follow.

3.0 RESPONSIBILITY

This procedure may be undertaken by members of staff who have undergone a period of training where that is required. The operator has the responsibility of performing the task strictly in accordance with this quality document. Deviation from this without prior consultation with the Head of Section is not permitted.

4.0 TRAINING

The supervisor must ensure that the operator has received adequate training in all aspects of the procedure. The operator must ensure that all training given has been understood and has been received at a level sufficient to enable working to a high standard without supervision.

5.0 CLIENT COMPLAINT PROCEDURE

5.1 There is a multiplicity of reasons why a client may contact a laboratory with a concern or complaint. Compliance with the requirements detailed in the quality manual will minimise these.

Regardless of fault the client should be made aware that this will be taken seriously and they should be dealt with in a professional and compassionate manner. All issues must be detailed in the client's case file, logged on a complaints form and referred to the Head of Section (or appropriate person).

5.2 All complaints will be investigated by the Head of Section (Quality Manager) or one of the Deputy Quality Managers on the direction of the Head of Section. Complaints against the Head of Section will be referred to the Head of Department.

5.3 Customers disputing a reported result will be offered further testing or re-testing for re-assurance. Such action should only become necessary following consultation with the customer to ensure that the report has been correctly interpreted.

Extra testing may be offered if the results reported are believed correct, but it is also thought that the clients are unduly stressed by the result and would be re-assured by further testing. This is done under the discretion of the Head of Section.

Extra or re-testing will be offered or undertaken if an element of reasonable doubt becomes apparent from quality tests recorded at the time of testing.

Re-testing of fresh samples will be offered if it is believed that samples have become degraded as a result of failure in sampling, delay in sample arrival, failure of laboratory procedures, or failure of equipment in use during the processing period.

Retests or additional testing will always be undertaken free of charge in the above circumstances.

The laboratory will inform the client concerning the possibility of obtaining a second opinion from another accredited laboratory and be offered a list of contact details of laboratories within the UK that provide an accredited service.

5.4 Customers complaining of excessive waiting time before the release of test results should be assured that we endeavour to meet our estimated time of testing, but these are not guaranteed. Delays due to unforeseen circumstances will not be compensated, provided the client is kept appropriately informed of the delay. Compensation, at the discretion of the Head of Section, should be considered in cases where it is considered that the laboratory is at fault. Typically this may involve a refund of 25 - 50% of the relevant client costs.

5.5 The Head of Section is responsible for communicating with the client in order to resolve any issues that have been raised. The Head of Section will offer the client an opportunity for a face to face meeting. Ideally the results of any investigation of a complaint and the corrective actions that will be taken should be communicated in writing to the client, although it is acknowledged that some clients will not wish to receive a written report and would prefer to discuss this over the telephone or at a meeting. Regardless, the issues and action taken should be detailed within the complaints file and the reasons for not providing the client with a written report provided here also.

5.6 Once the complaint has been resolved to the satisfaction of all parties, the laboratory will indicate that to the client, recording on the complaints from the date and method of communication.

5.7 All complaints will be discussed at routine staff meetings and reviewed at the annual management meeting.

