DNA analysis at King’s is the name of a non-profit making service run within King’s College London. The laboratory is located at: DNA analysis at King’s, Franklin Wilkins Building, King’s College London, 150 Stamford Street, London SE1 9NH. Dna.analysis@kcl.ac.uk

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.

We are a body accredited by the United Kingdom Accreditation Service (UKAS) for relationship testing services (UKAS No: 7850)

Definitions

a. ‘Contract’ – a binding contract for the offered testing service between the client and DNA analysis at King’s in accordance with and subject to these terms and conditions.
b. ‘Consent’ – the giving of informed consent by any adult party involved in the test or person acting legally on behalf of a minor, or someone who lacks mental capacity, or in relation to material from a deceased.
c. ‘Donor’ – the person providing a biological sample for DNA testing according to the agreed service.
d. ‘Sampler’ – the individual who collects the sample from the donor.
e. ‘Test’ – the agreed scientific process undertaken to analyse the DNA.

All fees quoted are inclusive of VAT and will include sampling within our laboratory if requested. Travelling, if requested, to collect samples elsewhere will be charged separately. External samplers may charge an additional and separate fee for their service.

DNA analysis at King’s will provide sampling kits free of charge to any designated independent sampler but will not provide sampling kits, or test samples received 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 will not be responsible for sampling fees charged by independent parties.

No sample will be tested without a valid consent form accompanied by appropriate identification for all parties being sampled and all parties recording consent.

No testing will be started, or kits provided overseas, unless the laboratory has received the full fee or a minimum deposit of £100 by arrangement, in cash, or through our online e-
store. Investigations ordered by solicitors, courts or government agencies can be invoiced by arrangement, with payment due by 30 days from the date of the invoice.

9. Provision of a sample accompanied with a valid consent form 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.

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.

11. DNA analysis at King’s cannot accept responsibility for any sample misidentification outside of our control and disclaims any and all liability that may arise from this.

12. 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 report. The clients will be expected to pay for any associated sampling or courier charges unless arising from our negligence.

13. Testing normally takes around ten working days and we will take all reasonable steps to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned. There are several reasons why reports may take longer than expected:
   a. Full payment not being received.
   b. Delays in receipt of samples from an external provider.
   c. 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.
   d. DNA testing that involves testing relationships other than a parent-child relationship only.
   e. DNA testing that has revealed one of more genetic inconsistencies, such that a conclusion cannot be reached without additional testing.
   f. DNA testing that has not resolved the question being asked to our satisfaction without additional testing being undertaken.
   g. Specialist DNA tests being required: X and Y chromosome tests, mitochondrial DNA, single nucleotide polymorphisms.

14. The laboratory aims to provide the client with a satisfactory report and reserves the right to conduct additional tests in order to do that if the alternative is to provide an inconclusive report.

15. 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.

16. Reports will be provided only to the adult parties involved in the test, those providing consent on behalf of someone or something else being tested, their solicitors and to other acknowledged parties who have requested that the tests are undertaken.
17. Reports will be provided only in writing and sent by first class post or by email. Clients may collect their 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.

18. 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.

19. Consent can be withdrawn and both files and/or samples will be destroyed on receipt of a written validated request from any party providing the original consent.

20. 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.

21. 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. 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.

22. 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.

23. This agreement will be subject to the Law of England & Wales and to the exclusive jurisdiction of the English and Welsh courts.