

Dear Client.

Thank you for entrusting our company with your DNA test.

Involved in the DNA testing industry since 2006, we have been providing DNA testing services with the highest accuracy levels available using the latest state-of-the-art genetic identification systems. Our customer service and administration team has extensive experience dealing directly with DNA testing enquiries and all our departments are supported by a highly qualified team of scientists and experts.

Inside this package, please find the sample collection kit you require to collect your DNA samples. Please note that this kit is applicable to all DNA tests and is pre-packed to accommodate up to 3 individuals. **Use swabs and envelopes only for the participants you have paid for.** 

Your personal reference number is

It is very important to quote your personal reference number on any correspondence when contacting us. Failure to do so may result in a delay in answering your query.

It is extremely important that your samples reach our offices directly after they have been collected. We cannot be held responsible for any samples unless these are delivered at our offices. Therefore, we highly recommend using a courier or tracked mail service so you can track your kit and samples.

Please note that we do not accept personal cheques. Payment can be made by bank draft or postal order and made payable to AffinityDNA Ltd.

Once your samples are received at our administration office, you will be immediately notified by email. Your samples will then be sent to the laboratory for processing. Please note that the quoted turnaround times are only applicable once the samples are received at the laboratory.

The enclosed kit contains easy to follow instructions on how to collect your DNA samples along with mouth swabs, envelopes, submission forms and our terms and conditions.

Finally should you have any questions, queries or issues with regards to the service our company provides, please do not hesitate to contact us.

Thank you once again for choosing our organisation and we look forward to being of service to you.

Kind regards,

**Customer Service Team** 



## **Sample Collection Instructions**

Before starting, please read all the information provided carefully. Ensure that all relevant sections on the Sample Collection Form/s and envelopes are completed in BLOCK letters along with signatures of each participant.

Instructions: Enclosed in your kit you will find the mouth swabs inside the collection envelopes.

The sample collection kit can be used for any type of DNA test. Kits are pre-packed and come with swabs for up to three persons. Please use two sets of swabs per person being tested.

#### Please read below:

- It is recommended not to eat, drink or smoke for at least one hour before a mouth swab sample is taken.
- It is important to collect one sample at a time using one set of swabs and the envelope per person.
- Complete the requested information on both the swab envelope and all the details on the Sample Collection Form (Complete with signatures of consent).
- Open the paper packaging and remove the swabs. Be careful to handle the swabs at the **non-cotton end** only. **DO NOT**, at any time, touch the cotton end with your hands or fingers.
- Collect cheek cells by rolling the tip of the sample collection swab firmly on the inside of the right cheek (30 times each or for about 1 minute). Be certain to move the swab over the entire inner cheek surface. This action should be firm but not aggressive and should not be uncomfortable. Repeat this process for the same individual with the second swab.

Then repeat this process for the same individual with the second pair of swabs on the inside of the left cheek. You must submit four swabs per person.

- Allow the swabs to dry for one hour before placing them into the envelope, always making sure not to touch the cotton end with your fingers or against any surface. **DO NOT** place the swabs back into the original package that they came in. Slide them directly into the envelope. (**Tip:** You can place the swabs in a clean glass with the cotton-end facing up to dry.)
- Repeat the process for every individual being tested using a different set of swabs and envelope for each person.

**How to send the samples:** Send your samples and Sample Collection Forms back to us in the self-addressed envelope provided. Please remember to attach sufficient postage stamps. We recommend using courier or registered post services for traceability purposes.

**Results:** Your results will be sent to the e-mail address provided upon registration and/or on the Sample Collection form. You can order a hard copy of the result to be sent by post for an additional payment.

**Consent:** It is important that each person submitting their own mouth swab for testing gives consent by filling in their personal details and signing on the Sample Collection form. Children under the age of consent need to have a signature of a legal parent or quardian. Failure to do so will result in delays in the test.

# **IMPORTANT**

The enclosed Sample Collection Form MUST be completed in full in BLOCK CAPITALS including names of all test participants, signatures of consent and full contact details of the person requesting the test.

Failure to complete this information will delay your test results.

If you do not provide a contact telephone number and email address, we cannot contact you if there are any issues with your case, cannot confirm receipt of your samples and cannot send your results.



# **SAMPLE COLLECTION FORM - PART 1**

- Complete Part 1 for paternity/maternity testing
- Use Part 2 overleaf for other testing

PERSONAL CASE REFERENCE NUMBER	

## **INSTRUCTIONS:**

- This form must accompany your samples and be completed in **BLOCK CAPITALS**.
- Details for each participant must be completed along with signatures in order to avoid any delays.

DETAILS OF CHILD	
Full Name:	Ethnic Origin: DoB: DD / MM / YYYY
Sample Type: Swabs Other:	Date of Collection: DD / MM / YYYY Gender: M F
- I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t - If child is under the <b>age of consent</b> I, the parent or legal guardian, consent to te	
Full Name:	Signature:
DETAILS OF ALLEGED FATHER	
Full Name:	Ethnic Origin: DoB: _DD_ / _MM_ / _YYYY_
Sample Type:  Swabs Other:	Date of Collection: DD / MM / YYYY
- I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t	o carry out DNA analysis on the sample provided.
Signature:	
DETAILS OF MOTHER	
Full Name:	Ethnic Origin: DoB: DD / MM / YYYY
Sample Type: Swabs Other:	Date of Collection: _ DD / MM / YYYY
- I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t	
Signature:	
ADDITIONAL PERSON ☐ FATHER ☐ CHILD	
ADDITIONAL PERSON	Ethnic Origin:         DoB: DD / MM / YYYY
Full Name:	
	Date of Collection: _DD / MM / YYYY Gender: _ M _ F
Full Name:  Sample Type:  Swabs Other:	Date of Collection: _DD / MM / YYYY _ Gender: _ <b>M</b> _ <b>F</b> o carry out DNA analysis on the sample provided.
Full Name:  Sample Type: Swabs Other:  - I have read and accept the Terms of Contract and give consent to AffinityDNA to the If child is under the age of consent I, the parent or legal guardian, consent to te	Date of Collection: _DD / MM / YYYY Gender: _ M _ F o carry out DNA analysis on the sample provided. st the DNA of the child under my responsibility.
Full Name:  Sample Type: Swabs Other:  - I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t	Date of Collection: _DD / MM / YYYY _ Gender: _ <b>M</b> _ <b>F</b> o carry out DNA analysis on the sample provided.
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# **SAMPLE COLLECTION FORM - PART 2**

- Complete Part 2 for other types of testing

P	PERSONA	L CASE R	EFEREN	CE NUME	BER

## **INSTRUCTIONS:**

- This form must accompany your samples and be completed in **BLOCK CAPITALS**.
- Details for each participant must be completed along with signatures in order to avoid any delays.
- Complete part 2 for the following types of tests: Relationship, Ancestry, Infidelity, DNA Profile, Twin Zygosity or Y Chromosome.

DETAILS OF PARTICIPANT 1		
Full Name:	Relation: additional father/child, sister/brother, aunt/uncle, grandparent	
Ethnic Origin: Gender: DM DF	Sample Type: Swabs Other:	
DoB: _DD / MM / YYYY	Date of Collection: _DD / MM / YYYY	
<ul> <li>I have read and accept the Terms of Contract and give consent to AffinityDNA t</li> <li>If child is under the age of consent I, the parent or legal guardian, consent to te</li> </ul>		
Full Name:	Signature:	
DETAILS OF PARTICIPANT 2		
Full Name:	Relation: additional father/child, sister/brother, aunt/uncle, grandparent	
Ethnic Origin: Gender: M F	Sample Type: Swabs Other:	
DoB: _DD / MM / YYYY	Date of Collection: _ DD / MM / YYYY _	
- I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t - If child is under the <b>age of consent</b> I, the parent or legal guardian, consent to te		
Full Name:	Signature:	
DETAILS OF PARTICIPANT 3		
Full Name:	Relation: _additional father/child, sister/brother, aunt/uncle, grandparent	
Ethnic Origin: Gender: M F	Sample Type: Swabs Other:	
DoB: DD / MM / YYYY	Date of Collection: _DD / MM / YYYY	
- I have read and accept the <b>Terms of Contract</b> and give consent to AffinityDNA t - If child is under the <b>age of consent</b> I, the parent or legal guardian, consent to te		
Full Name:	Signature:	
EXPLICIT CONSENT TERMS (SIGN BELOW TO CONFIRM CONSENT)		
I am aware the data I have provided and my genetic data will be used solely for the purpose of the DNA test ordered. I am aware that AffinityDNA will need to share my data with a third party processor to perform the genetic analysis in line with our contractual agreement. I understand that AffinityDNA may transmit my data outside of the EU and that they have taken all necessary precautions to keep my data safe. I understand I am able to withdraw consent at any time by contacting AffinityDNA via email. I understand all of the above and give AffinityDNA my explicit consent to process my data.		
Child: A. Father: Mother: Addit. Person:		
PERSON REQUESTING THE TEST	RESULTS EMAIL	
Full Name:	Email:	
Phone:	Password:	
Address:	will help us confirm your identity when you contact our customer service team.	
	Signature:	



### Standard Kit - Terms & Conditions

#### 1. DEFINITIONS:

- 1.1 The "Company" is Affinity DNA Limited, a company registered in England and Wales with registered company No: 10383853.
- 1.2 The "Client" is a private individual, a business, a legal or independent entity ordering a Service.
- 1.3 The "Nominated Person" is the person named on the Submission Form to whom the test results will be given.
- 1.4 The "Sampler" is the person who takes the samples.
- 1.5 The "Service" is any one or more of the Company's DNA tests or genetic tests advertised by the Company
- 1.6 The "Order for Services" is the placing of an order for the Company's Services, whether made in person, by telephone, letter, electronic mail, completion of an order form or any other method.
- 1.7 The "Price" is the price as set out in the current price list for the Company's Services.
- 1.8 The "Kits" are the sample collection kits provided to the Client.

## 2. APPLICATION OF THESE TERMS AND CONDITIONS:

- 2.1 These terms and conditions shall apply to the exclusion of all other terms and conditions including any which the Client may purport to apply under any agreement, purchase order, confirmation of order or similar document.
- 2.2 All Orders for Services shall be deemed to be an offer by the Client to purchase the Services pursuant to these terms and conditions. The Company shall not be deemed to have accepted any offer until the Client has paid for the Service ordered. The payment shall be deemed as conclusive evidence of the Client's acceptance of the Service under these terms and conditions.

## 3. EXTENT OF THESE TERMS AND CONDITIONS:

- 3.1 No conditions other than those contained in these terms and conditions shall be deemed to be incorporated in or form part of these terms and conditions, except if agreed in writing between the Client and anyone authorised by the Company.
- 3.2 These terms and conditions do not affect the Client's statutory rights as a consumer.
- 3.3 If any part of these terms and conditions are deemed unreasonable, void or otherwise unenforceable in any legal, arbitration or similar proceedings, it is the intention of the parties that the enforceability of the remaining parts of these terms and conditions will not be affected.
- 3.4 All agreements on the part of the Client which comprise more than one person or entity shall be joint and several.

#### 4. COMPANY'S RESPONSIBILITIES:

- 4.1 The Company will strive to provide tests performed by a laboratory that is accredited to ISO 17025 and/or AABB standard where possible or available.
- 4.2 The Company will endeavour to make the results of the tests available to the Nominated Person within the times specified for its Standard and Express Services. The turnaround times stated by the Company commence from the receipt of the samples at the laboratory and not from the receipt of the samples at any administration office or Company agent.

- 4.3 The Company will generally send kits to the Client via standard mail, unless otherwise requested by the Client. The cost of sending the kit is included in the Price. For some tests other methods of postage may be used. The Company cannot be held responsible for any delays caused by the postal system or courier services. It is up to the Client to notify the Company in the event that the kit is not received and this within a reasonable time expected from the postal system of that country.
- 4.4 If through no fault of the Client, the Kit delivered to them or to their Sampler by the Company is damaged on arrival or the sterile packs have been compromised, new ones will be supplied by the Company free of charge. The defective Kits should be returned by the Client with the return carriage at their expense and clearly marked as faulty, for disposal by the Company.
- 4.5 The Company will only issue one Kit per Client order. Additional kits requested will incur an administrative charge depending on country of destination (refer to Appendix 1 for tentative charges).
- 4.6 If through no fault of the Company, the samples provided by the Client fail to generate a DNA profile due to insufficient DNA or a contaminated sample, then a re-sampling fee will be applied (refer to Appendix 2 for charges). In the case of a non-standard sample the normal retail prices apply in addition to the standard charge.
- 4.7 The Client understands and accepts that the Company does not guarantee the provision of conclusive results for DNA relationship testing. It is not possible to predict the outcome of the relationship analysis until it is completed. The Company is unable to refund Clients who receive an inconclusive result.
- 4.8 The Client understands that whilst the particular testing that the Company undertakes is highly accurate, as with any testing there is a possibility of error or omission. The Client therefore acknowledges and accepts that in the event of the Client being able to establish a claim for damages resulting from any act of the Company whether negligent or otherwise, the Company's liability shall not exceed the cost paid for the test and agrees to keep the Company and its agents, officers and employees harmless from all further claims or damages. The Client's rights hereunder shall be subject to the Client notifying the Company of any error or omission within thirty days of the test report being sent to the Nominated Person via email or postal mail. Any liability arising under this clause (4.8) will be limited to the cost of the Service contracted for.
- 4.9 The Company shall not be liable for any loss or damage suffered by the Client or any other person as a consequence of reporting the test results to the Nominated Person or other authorised persons, unless the Company has been negligent.
- 4.10 The Company shall not be liable for any failure or delay in the performance of its testing Services through causes beyond its control, including but not limited to an act of God, flood, drought, storm, war, industrial action, strike, lockout, breakdown of equipment, systems or network access, fire, explosion, terrorism, sabotage or other event beyond its control.
- 4.11 The Company reserves the right to refuse its Services if it has reasonable grounds for believing that the biological samples were or will be obtained illegally, or results will be used for an illegal, improper or unethical purpose or there is a conflict of interest with an existing Client, or the quality of the Company's Services might otherwise be compromised, or it has other reasonable grounds for doing so.
- 4.12 The test reports provided by the Company will be given to the Nominated Person. Any people tested will have the right to a copy of the report. Written reports will be sent by email to the Nominated Person unless otherwise stipulated. If requested, a hard copy of the results is available by mail for an additional fee.



## Standard Kit - Terms & Conditions

- 4.13 The Company reserves the right to issue results to and/or discuss results with:
  - (a) all persons tested; or
  - (b) where the person tested is a child, the mother or other person with parental responsibility for the child where the nominated person or other authorised person has failed without reasonable excuse to pass on the results to those tested.
- 4.14 The Company aims to provide a high quality Service at all times. If the Client is not satisfied with the Service they have received they should put their complaint in writing to the Company. The Company will endeavour to look into any complaint promptly and to explain the position to the Client. The Company will do its best to resolve any complaints or concerns; however any decision by management is final.

#### **5 CLIENT'S RESPONSIBILITIES**

- 5.1 It is the Client's responsibility to ensure that the persons tested provide all necessary identification (if requested), materials or samples to the Company and to complete fully and legibly any documents requested by the Company. Failure to do so may result in a delay in providing, or inaccuracies in, test results which may affect the evidential value of the test results. In such circumstances the Company shall not be liable for any such delay or inaccuracy. The Company will have no further liability until the situation is rectified and no refund is due.
- 5.2 On request, the Company will endeavour to give as much information to the Client about the Services it provides and the fullest picture of what the results do and do not show, but the Client must decide whether or not the Service offered by the Company is suitable for any particular purpose and is advised by the Company to take legal or other advice if necessary prior to ordering the test.
- 5.3 The Client (or their Sampler) is responsible for obtaining any legal advice necessary to ensure that they are entitled to possess and obtain the biological samples passed to the Company for analysis. (If you are a resident of the UK please refer to the Appendix 5 for more information on the Human Tissue Act).
- 5.4 The Client agrees to indemnify the Company against all claims, expenses and any loss or damage suffered by the Company as a result of the Client (or their Sampler) passing to the Company any samples which were not legally obtained.
- 5.5 The Client undertakes that all information provided to the Company for the purpose of ordering the Service is correct and that any credit/ debit card used to pay for the Service is owned by them (or that they have the owner's authority to use it to pay for the Service).
- 5.6 The Client warrants that they are entitled to provide the Company with all information and data and shall indemnify the Company against any claims for infringement of the information or data, breaches of confidentiality or failure to comply with any data protection laws brought by any third parties.
- 5.7 The Client is responsible for ensuring that the Nominated Person is aware of the need for confidentiality and that they should not disclose the contents of the report to anyone other than those authorised by the persons tested. See also clause 4.12 above.
- 5.8 The Client should only enter into contract with the Company if they are willing to be bound by these terms and conditions.

#### **6 FEES FOR SERVICES**

6.1 The Price of the Company's Services are those set by the Company and revised from time to time, and are detailed in the Company's current price list. The Company's price list is available on the website or upon request.

#### **7 PAYMENT AND CANCELLATION**

- 7.1 The Company will not accept an Order for Services from the Client until full payment has been received.
- 7.2 For credit card payments, the credit card charges are absorbed by the Company. For all other payment methods, the Client is responsible for any charges incurred in the payment transaction. All funds received by the Company must be the full price quoted in the Price List and net of any charges, before the Company will process the Service.
- 7.3 The Client has three months to send their samples back from the Order of Service (referred to as the Expiry Period). If the Client fails to send the samples within this timeframe, the account will be closed. The Company will charge a reactivation fee to re-open the account and process any samples sent after the Expiry Period (refer to Appendix 3 for charges). After a period of one year the account will be deleted and re-activation will not be possible.

#### 8. REFUNDS POLICY

- 8.1 If the Service is cancelled before the Company issues the Client a Kit, then a full refund will be offered.
- 8.2 If the Service is cancelled after the Company issues the Client a Kit but before the Client sends back the samples, then a postage and administration fee will apply (Appendix 4). This is valid within the Expiry Period only.
- 8.3 If the Service is cancelled once samples are received at the Company then no refund will be due.
- 8.4 Due to the personalised nature of the Kit, which is customised for each Client, the Service falls outside the Distance Selling Regulations.

#### 9. TIME AND DELIVERY

9.1 Dates given by the Company for the completion of analysis and reporting of results are for guidance only. The Company shall not be liable to the Client for any delay in the delivery of Service and any loss or damage directly or indirectly caused by any delay.

## 10. OTHER MATTERS

10.1 Ownership of copyright in all literature, documentation, and reports etc, prepared by the Company, remain the property of same.

#### 11. DATA PROTECTION AND PRIVACY

11.1 Under the applicable data protection law, the Company will only obtain, use, process and disclose personal information about the Client to proceed with its responsibilities in providing the Service contracted for, and for other related purposes including updating Client records, analysis for statutory returns, crime prevention and legal and regulatory compliance. The Client has a right to a copy of personal data held about them by the Company and such data can be obtained free of charge unless the request is deemed excessive in which case an administration fee will be charged (refer to appendix 6 for charges).



## Standard Kit - Terms & Conditions

- 11.2 The Client acknowledges and accepts that the Company may also be required to disclose the Client's personal data to third parties, whether directly or indirectly related to it, for the provision of the Service. This transfer may include, but is not limited to, other companies within the Group, third party agents, Affiliates and testing laboratories. The Company does not disclose personal data for any marketing promotions. Data is only transferred to authorised personnel or agents whom we would have ascertained that they cater for a certain level of data protection. Kindly refrain from using our Services if you do not find yourself in agreement with the transfer of data to third parties.
- 11.3 Due to the Company's international operations, the Client acknowledges and agrees that we may transmit client data to third parties across borders to other countries in order to provide the Service.
- 11.4 Client acknowledges and agrees that the Company shall be entitled to use all the DNA samples provided by the Client and that any remaining samples and hard copy documentation will be destroyed in line with the laboratory's standard operating procedures and legal requirements. Retention of data during the Service provided shall be based on the performance of a contract that the data subject would have signed up to. For non-chain/legal cases data subjects can request deletion of all data and results. Deletion of data upon request is conducted within 30 days from date of request. The data subject would be informed on the reason why, in the eventuality the said request would not being accepted. Client has the right to request how their data is being handled at any time during and after the Service.
- 11.5 The Client has the right to withdraw Consent at any stage during the provision of the Service by contacting us in writing or via email. Fees will apply in line with Section 7 above.
- 11.6 Client acknowledges and agrees to be bound by the terms of our privacy policy found on our website on the Privacy Policy page.

#### 12. JURISDICTION AND CONTACT DETAILS

12.1 The contract between the Company and the Client, as evidenced by these terms and conditions, is subject to the laws and courts of the United Kingdom and shall have exclusive jurisdiction in relation to any claim or dispute arising from the contract.

#### **APPENDIX**

#### 1. Additional Kits - Local / International (minimum charge)

UK	GBP£ 20.00 / GBP£ 30.00
Europe	EUR€ 30.00 / EUR€ 45.00
USA	USD\$ 35.00 / USD\$ 50.00
Canada	CAD\$ 45.00 / CAD\$ 60.00
South Africa	ZAR 490.00 / ZAR 650.00

Other USD\$ 45.00 / USD\$ 60.00 (subject to location)

#### 2. Resampling Contaminated / Failed Samples

UK	GBP£ 30.00
Europe	EUR€ 35.00
USA	USD\$ 40.00
Canada	CAD\$ 50.00
South Africa	ZAR 800.00
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Other USD\$ 40.00 (subject to location)

Covers maximum of two persons for re-testing mouth swabs. (For Non-Standard samples please consult our retail price list online)

Sample Kit NOT included

#### 3. Reactivation Fee / Archived Cases

UK	GBP£ 50.00
Europe	EUR€ 60.00
USA	USD\$ 65.00
Canada	CAD\$ 70.00
South Africa	ZAR 815.00

Other USD\$ 65.00 (subject to location)

#### 4. Cancelling Order Before Shipment of Samples

UK	GBP£ 25.00
Europe	EUR€ 35.00
USA	USD\$ 40.00
Canada	CAD\$ 50.00
South Africa	ZAR 490.00

Other USD\$ 50.00 (min fee, subject to location)

Applicable within 3 month Expiry Period

#### 5. UK Residents - Human Tissue Act

It is an offence under section 45 of the Human Tissue Act to have any bodily material with intent to analyse the DNA in it without qualifying consent, subject to certain exceptions. This offence applies to the whole of the United Kingdom.

#### 6. Additional Administration Fees.

UK	GBP£ 20.00
Europe	EUR€ 30.00
USA	USD\$ 35.00
Canada	CAD\$ 40.00
South Africa	ZAR 490.00

Other USD\$ 35.00 (min fee, subject to location)

Registered Office: AffinityDNA Limited, Unit C, Broomsleigh Business

Park, London, SE26 5BN, United Kingdom.

**Trading & Contact Address:** AffinityDNA, 60 Lansdowne Place, Hove, East Sussex, BN3 1FG, United Kingdom.