



**TERMS AND CONDITIONS FOR THE SUPPLY**

**OF ANCESTRY TESTING**

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## Our terms

### 1 These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply ancestry testing services to you which we will refer to, as “Services”. Ancestry testing means the extraction of DNA from cells within a saliva sample in order to produce an analysis report on your ancestral lineage and is further detailed at [www.myDNA.global](http://www.myDNA.global).
- 1.2 **Why you should read them.** You should read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.
- 1.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 2 Information about us and how to contact us

- 2.1 **Who we are.** We are Source BioScience Scotland Limited a company registered in Scotland. Our company registration number is SC201430 and our registered office is Capella, 60 York Street, Glasgow, G2 8JX. Our registered VAT number is 813 6499 14. We also trade as BritainsDNA, ScotlandsDNA, YorkshiresDNA, CymruDNA Wales, IrelandsDNA, myDNA.global, and such other similar trading names which the Company may adopt and publish in updated versions of these terms from time to time.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0345 2417118 or 0115 9739012 or by writing to us by email to [support@myDNA.global](mailto:support@myDNA.global) or myDNA.global, c/o Source BioScience, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX.
- 2.3 **How we may contact you.** 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.

### 3 Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or when we tell you in writing that we are able to provide you with the Services, at which point a contract will come into existence between you and us on these terms.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order for any reason, we will inform you of this and will not charge you for the Services.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

#### 4 Your rights to make changes

If you wish to make a change to the Services please contact us. 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 Services, their timing 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.

#### 5 Our rights to make changes

**5.1 Minor changes to the Services.** We may change the Services:

**5.1.1** to reflect changes in relevant laws and regulatory requirements; and/or

**5.1.2** to implement minor technical adjustments and improvements, for example to address a security threat or if there are changes to our operating procedures due to changes in industry practice;

We will not tell you about these changes unless they materially affect your use of the Services. In the event we notify you of a change that will materially affect your use of the Services, you will have the right to cancel the Services.

#### 6 Providing the Services

**6.1 When we will provide the Services.** We will supply the Services to you from the date we accept your order until we have completed the Services. The estimated completion date for the Services will be as told to you during the order process.

**6.2 We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise 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 you may contact us to end the contract and receive a refund for any Services you have paid for but not received, subject to deduction of any reasonable costs incurred by us in providing the Services up to the date you contact us.

**6.3 The Services are provided for the purposes of personal genealogical research only.** The Services should not be used or relied on for any other purpose. In particular, we do not accept liability for use or reliance on the Services for the purposes of proving relationships, paternity or maternity testing, medical diagnosis, forensic analysis or any clinical purpose.

**6.4 What will happen if you do not provide the required information or sample to us.** As we advised you in the description of the Services on our website we will need certain information from you including for example, sufficient details to identify your submission. In addition we will require an appropriate saliva sample (the "Sample") so that we can extract your DNA and provide the Services to you. If we do not receive the information with the Sample, we will contact you to ask for this information. If you do not, within a reasonable timescale, provide us with the Sample and information, or you provide us with incomplete or incorrect

information, we may either end the contract (see condition 9.1 below) 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 not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 6.5 Reasons we may not be able to provide the Services.** We may not be able to provide the Services if the Sample sent to us is defective. A defective Sample (“Defective Sample”) means a Sample which contains no cells and/or an insufficient volume of DNA, a sample has been collected in an incorrect container, a Sample that is evidently damaged, a Sample that has been contaminated or impure, a Sample of a volume that is less than the volume indicated on the saliva collection tube, a sample which does not meet our quality control process, or otherwise a Sample that has not been collected in accordance with our instructions to you.

If the initial processing of your Sample fails we will supply you with one further saliva collection kit at no additional cost. If the further Sample provided fails, we may refuse to reprocess any further Samples from you (and if and to the extent we do allow you to provide any further Samples you will be charged at the then applicable standard saliva collection kit fee for each such collection kit provided) and you will not be entitled to a refund.

- 6.6 Your rights if we suspend the Services.** We will contact you to tell you if for any reason we need to suspend the Services. You may contact us to end the contract if we suspend the Services for a period of more than three (3) calendar months and we will refund any sums you have paid in advance for Services not provided to you.

- 6.7 We may also suspend the Services if you do not pay.** If you have not already paid us and then fail to pay us for the Services when you are supposed to (see condition 11.4 below) and you still do not make payment within fourteen (14) days of us reminding you that payment is due, we may suspend supply of the Services to you until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not withhold or suspend the Services where you dispute an unpaid invoice (see condition 11.6 below). As well as withholding or suspending the Services we can also charge you interest on any overdue payments (see condition 11.5 below).

## 7 Liability for loss or damage to samples in transit

- 7.1 You are responsible for ensuring the safe transit of your Sample to us for testing.
- 7.2 We are not liable for any loss of or damage to any Sample which occurs in transit.
- 7.3 It is your sole responsibility to organise insurance cover (where you consider appropriate) for any Samples in transit.
- 7.4 We will tell you if a Sample has been damaged in transit and cannot be processed. In this instance we will supply a replacement saliva testing kit for a fixed fee of £25 or the then applicable saliva collection kit fee, and, in addition, the replacement Sample must be re-submitted at your expense.

## 8 Your rights to end the contract

- 8.1 **If you change your mind, you can cancel your order within 14 days.** You may contact us at any time within 14 days of the date of your order acceptance to cancel the Services. However, once we have completed the Services you cannot change your mind, even if the 14 day period is still running. If you cancel after we have started the Services, you must pay us for any costs incurred or committed by us in performance of the Services provided up until the time you tell us that you have changed your mind (for example, without limitation if we have incurred costs in sending out a saliva testing kit to you, a fixed fee of £25 will be charged and deducted from the payment you have made to us).
- 8.2 **What happens if you have good reason for ending the contract.** If you are ending the contract for a reason set out at condition 8.2.1 to 8.2.5 below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:
  - 8.2.1 we have told you about an upcoming change to the Services or these terms which materially affect the Services and/or these terms which you do not agree to;
  - 8.2.2 we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
  - 8.2.3 there is a risk the Services may be significantly delayed because of events outside our control;
  - 8.2.4 we suspend the Services for technical reasons, or notify you that we are going to suspend the Services for technical reasons, in each case for a period of more than three (3) months; or
  - 8.2.5 you have a legal right to end the contract because of something we have done wrong.
- 8.3 **What happens if you end the contract without a good reason.** If you are not ending the contract for one of the reasons set out in condition 8.2 above, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract. This includes,

by way of example, acquisition of Sample collection or saliva testing kits that are non returnable. We will refund the balance (after deduction of any other reasonable costs we may have incurred or committed to up to the point of termination) of any advance payment you have made for Services which will not be provided to you.

## 9 Our rights to end the contract

**9.1 We may end the contract if you break it.** We may end the contract at any time by writing to you if:

**9.1.1** you do not make any payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that payment is due; or

**9.1.2** you do not, within a reasonable time of us asking for it, provide us with information (for example contact information); or

**9.1.3** you have not returned your Sample for testing within six (6) months of receipt of your saliva testing kit.

**9.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in condition 9.1 above we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**9.3 We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one (1) month in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided. We will use our reasonable endeavours to complete work in progress if we plan to stop providing the Services.

## 10 If there is a problem with the Services

**10.1 How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can contact us by telephoning our consumer service team at 0345 872 7634 by writing to us by email to [support@myDNA.global](mailto:support@myDNA.global) or myDNA, c/o Source BioScience, 1 Orchard Place, Nottingham Business Park, Nottingham NG8 6PX.

**10.2** You should let us know about any problems with the Services as soon as possible. Failure to do so may prejudice your rights under this contract.

**10.3 Summary of your legal rights.** 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.

#### 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](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

**10.4 Our guarantee in addition to your legal rights.** Subject to condition 10.5 below, we offer the following goodwill guarantee which is in addition to your legal rights (as described in condition 10.3 above) and does not affect them. In the unlikely event there is any defect with the Services and that defect is not caused by you then at our discretion we will elect to either:

**10.4.1** use every effort to resolve the defect free of charge, without significant inconvenience to you, as soon as we reasonably can; or

**10.4.2** refund the price you have paid for the Services.

**10.5** For the avoidance of doubt, if the defect in the Services is a result of us receiving a Defective Sample (as defined in condition 6.5 above) from you then the goodwill guarantee in conditions 10.4.1 and 10.4.2 above will not apply.



## 11 Price and payment

- 11.1 Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have expressly advised you of another price in writing. Prices for any additional Services further and subsequently provided pursuant to any order will be the prices set out in our price list in force at the date of such further and subsequent provision. We take all reasonable care to ensure that the prices of Services advised to you are correct. However please see condition 11.3 below for what happens if we discover an error in the price of the Services you order.
- 11.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 11.3 What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the service's correct price at your order date is higher than the price stated in our price list, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.
- 11.4 When you must pay and how you must pay.** Unless expressly otherwise agreed in writing by us, you must pay for the Services in advance in full and cleared funds (without any deduction, set-off or withholding) before we start providing the Services. In the event that we agree otherwise and we send you an invoice, you must pay the full amount of such invoice within 30 calendar days after the date of the invoice. We accept payment by, credit and debit card, BACS transfer and cheque.
- 11.5 We can charge interest if you pay late.** If you do not make any payment to us by the due date (see condition 11.4 above) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 11.6 What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## **12 Our responsibility for loss or damage suffered by you**

- 12.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We only supply the Services for the purposes set out in condition 6.3 above.** Subject to condition 12.4 below, we do not accept liability for use or reliance on the Services for any other purpose.
- 12.3 We are not liable for business losses.** We only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 Nothing in these terms shall limit or exclude our liability to you for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or for any other matter in respect of which it is unlawful to exclude or limit liability.**

## **13 How we may use your personal information**

- 13.1 How we will use your personal information.** We will use the personal information you provide to us:
- 13.1.1** to provide the Services;
  - 13.1.2** to process your payment for such Services; and
  - 13.1.3** if you have agreed to this during the order process, for further business purposes or for academic research, but you may opt out of this at any time, by notifying us in writing; and
  - 13.1.4** if you agreed to this during the order process, to inform you about similar products that we provide, but you may opt out of receiving these communications at any time by notifying us in writing.

- 13.2 We may pass your personal information to credit reference agencies.** Where we extend credit to you for the Services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 13.3** We will only give your personal information to other third parties where the law either requires or allows us to do so.
- 13.4** If you have agreed for us to retain a record of your genetic data and you subsequently wish us to delete your record, you may require us to delete our records of your genetic data at any time upon written request to [support@myDNA.global](mailto:support@myDNA.global). We will delete your records within reasonable timescales following your request.

## **14 Submitting the Sample**

- 14.1** When submitting a Sample, you must comply with our instructions regarding mode of collection, mode of postage (including custom requirements) and timing of submission.
- 14.2** By submitting a Sample for analysis, you warrant that it is your personal Sample or otherwise that you have full authority to provide the Sample, and receive the analysis report in relation to that Sample, on a third party's behalf. Submission of Samples from persons under 18 and vulnerable adults who lack the capacity to consent is not permitted and you must not collect and submit such Samples to us.
- 14.3** Following delivery of the Services we may, at our discretion, destroy or otherwise retain and/or utilise your Sample for reanalysis, research and/or such other reasonable business purposes as we, in our sole but reasonable discretion, see fit from time to time. Any further utilisation of your Sample by us which uses your personal information shall only be done so in accordance with condition 13 above.

## **15 Other important terms**

- 15.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 You may only transfer your rights under our guarantee to someone else.** You may only transfer your rights or your obligations under these terms to another person with our written consent.
- 15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 15.7 Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you, or we, can contact an alternative dispute resolution provider. This can be done via the Online Dispute Resolution (ODR) platform which can be accessed at <http://ec.europa.eu/consumers/odr/>. If you are not satisfied with the outcome of such alternative dispute resolution you can still bring legal proceedings.

**Signed by customer** .....

**On (date)** .....