

## DNA TESTING TERMS AND CONDITIONS



1. Whos The Daddy is a brand of Aqua Sports & Entertainment Xaymaca Ltd. A company legally registered in Jamaica under Company No 88584. Our lab partners for Peace of Mind Relationship Tests, Legal, UK Immigration, Forensic and scientific research are NorthGene Limited who are registered in England under Company No 2914392. Their office is based in The Biosphere, Newcastle Helix, Newcastle NE4 5BX. Their laboratory is registered on the Ministry of Justice list of accredited bodies.
2. In these terms "WTD" shall be used as a shortened name for Whos The Daddy. "sample" shall mean any biological sample accepted by WTD for DNA analysis. "DNA testing" and "DNA analysis" shall refer to any type of relationship analysis and shall be carried out using whatever genetic test(s) is/are deemed necessary by WTD and our Laboratory.
3. All fees payable for this service are quoted exclusive of GCT. The standard fee for a test will cover the collection of the required DNA samples from the Father, Child and also the Mother if required, the performance of DNA testing, the analysis of the test results and the provision of an electronic DNA report. The standard fee does not include:
  - i) Any fees or costs associated with the collection of samples at your own chosen location;*
  - ii) The attendance of an Expert Witness at Court hearings;*
  - iii) Any extra scientific work required in forensic science investigations, or complex cases.*
  - iv) Any additional reports or forms required following the closure of the case including statutory declarations.*
4. Client means the individual, an authorised Legal Representative or other body requesting the services.

5. WTD will only carry out DNA testing when the following have been supplied:
  - i) Completion of our registration document*
  - ii) Collection of all samples relevant to the purpose for which the test is required.*
6. WTD uses a number of 'Decision Rules' or cut off values when undertaking statistical DNA analysis for the purposes of relationship tests. Further information pertaining to these rules is available upon request.
7. Part-payment of the required fee is required prior to testing for immigration cases or, in a legal case, agreement to pay against an invoice sent out on registration. Investigations ordered by solicitors, courts or government agencies will be invoiced with payment due by 30 days from the date of invoice. Full upfront payment is required for all peace of mind testing.
8. WTD reserves the right to withhold the DNA report until payment is made in full. In legal cases it is the responsibility of the referring solicitor to ensure that full payment is made by all parties.
9. If an invoice remains unpaid at the end of the period of grace, an additional administrative fee will be added of 10% of the sum total excluding GCT. After a further 30 days, interest at 2% per month will be added.
10. WTD does not accept responsibility for the acts or omissions of external samplers (e.g. doctors/nurses/Embassies) or external handlers of samples.
11. WTD reserves the right to request further samples at the expense of the person requesting the DNA analysis in cases where the quantity or quality of the sample received is not adequate.
12. WTD will endeavour to produce a report within a reasonable time but cannot accept any responsibility for any delay however occasioned.
13. WTD will undertake the DNA analysis on the understanding that the final report will be made available to all persons who have provided a sample(s) or who have a lawful interest in the outcome of the test and to any Court that has ordered the analysis or disclosure of the report, unless instructed not to do so. Reports will only be disclosed in writing.

14. Any sample will not be released to any other person or organisation without the donor's written consent or a Court order.
15. Records will be retained for a minimum of one year from completion of testing, or in the event that samples are not received within this time frame, the case file will be closed. Samples will be destroyed after six months from completion of testing.
16. In the event that you wish to cancel a case after you have registered with us a cancellation charge plus GCT will be levied. The amount of this charge will depend upon the level of work that we have completed up to and including the date of such cancellation. Peace of mind cases are non-refundable. Cancellation charges for all other cases range from \$40,000 JMD to the full amount of the test.
17. In the event of the client, or any individual required to attend by the client, not attending a pre-arranged sample collection appointment or not giving at least 24 hours' notice of cancellation a fee of \$15,000 plus GCT shall be payable by the client.
18. The Service Provider shall be entitled to use data, results and any surplus samples submitted in any studies relating to statistical and genetic parameters for DNA testing but only in an anonymous manner to prevent the identity of any individual being traceable. Should the Client not wish the Service Provider to use its anonymised information in this manner, or wish to seek additional clarification as to what this entails, they must notify the Service Provider in writing by sending an email to [compliance@whosthedaddy.net](mailto:compliance@whosthedaddy.net)

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