

**RESEARCH LABORATORY FOR ARCHAEOLOGY
& THE HISTORY OF ART**

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SCOPE OF RADIOCARBON DATING SERVICES

ORAU (Oxford Radiocarbon Accelerator Unit) was one of the first radiocarbon AMS laboratories to be founded in the world. Since then it has been actively involved in a radiocarbon research of many kinds. We provide measurement and consultative research services for those wishing to use radiocarbon measurements in their research.

The use of radiocarbon measurements for dating purposes involves selection of suitable dating material, sampling, radiocarbon isotope ratio measurement and then calibration and interpretation in context.

Please indicate which areas of our service you will be using –

1. Radiocarbon measurement services

- the straight extraction and communication of results data through the recording of radiocarbon accelerator isotope ratio measurements

2. Supplementary consultative services

- help with sample selection and choice of sampling locations, including external site visits and attendance of project meetings

- assistance in the calibration, statistical analysis and interpretation of results

- collaboration on preparation of scientific reports/publications and advice on the coordination and direction of projects

- publication in 'datelists'

Please sign our Conditions and Limitations on the next page and return these two pages to the laboratory with your samples.

CONDITIONS AND LIMITATIONS

Applying to the radiocarbon accelerator dating of samples by the Research Laboratory for Archaeology and the History of Art and to any supplementary consultative services supplied by the Laboratory (the “Services”)

The University of Oxford will make every effort to carry out the Services with reasonable care and skill. However, the University is a charitable foundation devoted to education and research; and in order to protect its assets for the benefit of those objects, the University imposes the following conditions on the supply of the Services, and the following limits on the University’s liability:

SENDER’S OBLIGATIONS

- (i) An enquiry from the person or entity purchasing the Services from the University (the “Sender”) constitutes an offer to purchase the Services in accordance with these conditions. Offers will only be deemed to be accepted when the University issues written acceptance, at which point a contract shall come into existence between the Sender and the University. These conditions apply to the contract to the exclusion of any other terms that the Sender seeks to impose or incorporate.
- (ii) The Sender undertakes that, to the best of the Sender’s knowledge, the provenance of the object(s) or sample(s) provided for use in the Services (the “Sample”) is/are securely known as far back as 1970; and that there is no indication that it/they might have been illicitly removed from its/their original context.
- (iii) The Sender undertakes that, to the best of the Sender’s knowledge, all permits for the extraction, transport and analysis of the Sample(s) have been obtained, and that the Sample(s) have been taken in accordance with the United Nations Declaration on the Rights of Indigenous Peoples 2007.
- (iv) Samples submitted to the University for analysis by the Sender as part of the Services will be retained and made available for further academic study unless marked upon submission for return.
- (v) The Sender undertakes not to use the radiocarbon date in an advertisement, or in a description of the Sample for sale; and not to pass the date on to a third party who might do likewise.
- (vi) The Sender will make payment to the University for the supply of the Services on the dates and in the amounts specified by the University either as shown at <http://c14.arch.ox.ac.uk/charges.php> or as agreed with the Laboratory.
- (vii) Unless otherwise specified, the fees listed for the Services are stated exclusive of VAT.

SERVICES

- (viii) The University takes no responsibility for any damage, loss or theft of the Sample(s) whilst they are in transit to and from, or in the possession of, the Laboratory; nor does it take responsibility for any damage or loss of value incurred as a result of any sampling which is felt to be necessary for, or any damage sustained during, procedures used to obtain the required data.
- (ix) The University undertakes to make a radiocarbon accelerator measurement in accordance with best practice, and the capabilities of the equipment, at the time the measurement is made. In no way can the University guarantee the suggested date, or give a judgement on the authenticity of objects or Samples.
- (x) The University will use all reasonable endeavours to consult the Sender before publishing or releasing dating information to third parties (except as required by the Freedom of Information Act) or conducting further work on Samples not returned to the Sender; and will take account of the Sender’s views unless to do so would conflict with the University’s charitable status.

LIABILITY

- (xi) The University and its staff accept no responsibility for the use which the Sender makes of the Services, advice or information which they give, or opinions which they express, or of materials, certificates or documents which they supply.
- (xii) The University’s liability arising out of the supply of the Services (including the use of Samples or materials, certificates and documents, the giving of advice and information, and the expression of opinions) will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

- (xiii) In any event, the University’s maximum liability to the Sender shall not exceed the return of whatever payments have been made for the Services, together with interest at Barclays Bank plc’s Base Rate.
- (xiv) Without prejudice to any right that the Sender may have to claim against the University, the Sender promises not to sue any individual officer, employee or agent of the University for anything connected with the Services.
- (xv) None of the preceding paragraphs (x)-(xiii) will operate to exclude or restrict any liability which the University may have for death or personal injury resulting from negligence. If any of the preceding paragraphs is held to be invalid or unenforceable under any applicable statute or rule of law then it shall be deemed to be omitted, and if, as a result, the University becomes liable for loss or damage which would otherwise have been excluded, then such liability shall be subject to the remaining paragraphs.

GENERAL

- (xvi) Neither party shall not be in breach of these conditions nor liable for delay in performing, or failure to perform, any of its obligations under these conditions (other than an obligation to make a payment) if such delay or failure is caused by circumstances beyond its reasonable control.
- (xvii) These conditions constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes any prior oral or written agreement between them relating to that subject matter. Without limiting any party’s liability for fraudulent misrepresentation or fraudulent concealment, each party acknowledges that it has not entered into these conditions on the basis of any representation, agreement, term or condition which is not set out in these conditions.
- (xviii) No party shall use the name or any logo of any other party in any press release or product advertisement, or for any other promotional purpose, without that other party’s prior written consent.
- (xix) These conditions shall be governed by English law; and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Services.

SIGNED by/for and on behalf of the Sender in acceptance of the above conditions and limitations.

Name

Position

Signature

Date