Terms and Conditions

These terms provide more details on how we will provide your treatment services, how you and we may change or end the agreement, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any clarification, please contact us to discuss.

A list of definitions is provided at Schedule 1. Please note that the services provided to you under this agreement are subject to the terms and conditions set out below. You should read this document carefully as it is legally binding.

1.1 Treatment and Benefits

a Once you have paid for your selected treatment, you will be considered to have entered into a contract with us having been provided with a fully costed treatment plan. You will be eligible to start your fertility journey with Care Fertility and proceed to treatment.

b Details of your agreed treatment plan have been shared with you and are detailed in your protocol. The protocol highlights what services are included, what is excluded and where additional services may be needed at an extra cost. If you believe your treatment plan as outlined in your protocol is not correct, please notify Care Fertility within 7 days of the invoice date so that we can ensure the correct plan is provided and treatment fee is applied within the 14-day period referred to in clause 2.1.

c If your treatment is funded by the NHS or an insurer then your treatment will be subject to the terms, conditions and criteria of the funding body. If you have elected to use a Carepay or Access Fertility programme then the terms and conditions of the programme will apply. You should ensure you are fully informed of any relevant terms, conditions and criteria.

1.2 Termination of this agreement

a You are entitled to a 14-day cooling off period from the date you contract with us. If you decide not to proceed with treatment within that 14-day period you will receive a full refund of any treatment fees you have paid, minus the cost of any services you have accessed.

1.3 Withdrawal from treatment

a You should be aware that there are a few circumstances that may mean that Care Fertility cannot provide your chosen treatment.

b Any decision not to provide you with treatment will be done in full consultation with you.

1.4 Examples or reasons for withdrawal may include, but are not limited to:

a Compliance related

i you do not pay your treatment invoices on time having been given fair notice;

ii you refuse to sign any documents, or provide necessary information, or undergo treatment or tests needed as part of your treatment plan;

iii you were to become abusive or threatening towards any Care Fertility employee.

b Clinical reasons

i Care Fertility being prevented, delayed or restricted from providing the treatment services due to an unforeseeable event or circumstance which is beyond the control of Care Fertility and which remains in force for 90 days;

ii you refuse to follow the recommended treatment plan or advice (e.g., you decide not to use donor sperm when clinically recommended, or not to use ICSI when clinically recommended or seek to limit the number of oocytes fertilised when recommended otherwise) and such refusal will impact the provision of the services;

iii a Care Fertility doctor recommends that you should not participate in the treatment for medical reasons, including any medical complications or side effects that may result from treatment that has been or will be provided;

c Delays in use accessing services

i If you have purchased donor sperm from the Care Fertility sperm bank, the sperm will be reserved and stored for 1 year free of charge, after this standard storage fees will apply. If you do not pay, having been given 30 days' notice, the donor sperm will be returned to the Care Fertility sperm bank. If you do not want to use the donor sperm purchased, then we may consider purchasing it back at 50% of the original price paid.

ii If you have purchased donated embryos from the Care Fertility donor embryo bank, standard storage costs will apply. If you do not pay, having been given 30 days' notice, the donor embryos will be returned to the Care Fertility donor embryo bank. If you do not want to use the donated embryos purchased then we may consider purchasing them back at 50% of the original price paid

If you have purchased donor eggs from the Care Fertility egg bank and you do not want to use the donor eggs purchased then we may consider purchasing them back at 50% of the original price paid,

2 Refunds

If you withdraw from treatment before any treatment services have been provided, then you will receive a full refund of any fees you have paid.

2.1 Withdrawal at the monitoring stage

a If you elect to withdraw or are withdrawn from treatment by your clinician for clinical reasons at the monitoring stage,

i the fee for services provided is outlined in our standard price list for your treating clinic This can be found at IVF Cost Breakdown | Fee Schedules | Care Fertility.

ii You will not pay additional treatment fees if the cost of services provided is higher than your discounted package fee cost.

iii the cost of any drugs are non-refundable.

2.2 Withdrawal post monitoring stage

a If you elect to withdraw or are withdrawn from treatment by your clinician for clinical reasons post-monitoring but before embryo transfer, then the refund will be

i the fee for services provided as outlined in our standard price list for your treating clinic This can be found at IVF Cost Breakdown | Fee Schedules | Care Fertility.

ii You will not pay additional treatment fees if the cost of services provided is higher than your discounted package fee cost.

iii The cost of any drugs is non-refundable.

b PGT-A

i The PGT-A fee is refundable in full if no eggs are collected at egg recovery, no eggs fertilise

ii A partial refund is available if embryos are cultured, but none are suitable for biopsy. ☐

2.3 IVF pathways

a If you have chosen a Care Enhanced package and you are withdrawn from the treatment by your clinician for clinical reasons before embryo transfer or you withdraw from treatment after receiving treatment services before frozen embryo transfer, you will be refunded;

i your Enhanced package fee less the price for those elements of the treatment that have been provided up to the time of your withdrawal from treatment.

ii If you do not or are not able to proceed to frozen embryo transfer, there will be no refund of the frozen embryo transfer fee.

b If you have chosen a Care Fertility Advanced package and you are withdrawn from the treatment by your clinician for clinical reasons or you withdraw from treatment after receiving treatment services before frozen embryo transfer, you will be refunded

i your Advanced package fee less the price for those elements of the treatment that have been provided up to the time of your withdrawal from treatment.

ii If you do not or are not able to proceed to frozen embryo transfer, there will be no refund of the frozen embryo transfer fee but the cost of endometrial receptivity assay (ERA) will be refunded.

c If you have chosen a Shared Motherhood Elective Freeze-All package and you do not or are not able to proceed to frozen embryo transfer,

i there will be no refund of the frozen embryo transfer fee.

d If you have chosen a Care Value package and are withdrawn from the treatment by your clinician before egg collection for clinical reasons, other than risk of OHSS, or if you choose to withdraw from treatment after receiving treatment services before egg collection you will be refunded;

i your Value treatment package fee less the price of those elements of treatment that have been provided up to the time of your withdrawal from treatment.

ii If you withdraw or your cycle is cancelled after egg collection there will be no refund of Care Value package fees.

iii If you have chosen a Care Value package and are withdrawn from treatment by your clinician before embryo transfer because of the risks of OHSS, please see 2.3 e below.

e If you have chosen an IVF treatment but are clinically withdrawn due to the risks of OHSS, where embryos have been produced

i you will be required to pay an additional charge for the storage of those embryos.

ii However, your first Frozen Embryo Transfer ("FET") will be free of charge, and you will only incur the additional medications cost associated with that first embryo transfer. This free of charge FET will only be available following the first egg collection where you develop OHSS and does not apply to any other reasons for treatment withdrawal.

f If you are accessing the Duo Stim package and you are withdrawn from the treatment by your clinician for clinical reasons or if you withdraw from treatment after receiving treatment services,

i you will be refunded your package fee less the price for those elements of the treatment that have been provided up to the time of your withdrawal from treatment.

2.4 Donation pathways

a If you are accessing Care Fertility's frozen donor egg bank or using fresh donated eggs,

i the registration fee paid is non-refundable.

ii Once you are matched with a donor or have selected donor eggs from the Care Fertility bank the further reservation fee payable to secure the allocation of your chosen eggs and their transfer to your treating Care Fertility clinic is non-refundable but can be used against future treatment if you do not use the allocated eggs.

iii Payment of the allocation fee only guarantees the availability of your selected eggs for three months.

b Donor investigation

i If you are using donor sperm from the Care Fertility sperm bank and the use of that donor sperm is withdrawn while there is an investigation relating to a potential adverse birth outcome lasting more than three months then you will be offered alternative donor at no extra charge.

ii If you are using donor eggs from the Care Fertility Egg bank and the use of those donors' eggs is withdrawn while there is an investigation relating to a potential adverse birth outcome lasting more than three months, then you can select an alternative donor at no extra cost.

iii If you are using embryos created with either donor eggs or donor sperm from the Care Fertility Egg bank/Sperm bank and use of the donor egg or sperm is withdrawn from use while there is an investigation relating to a potential adverse birth outcome lasting more than three months, then you will be offered an alternative donor at a 50% reduction of the associated cost.

iv If you are using donated embryos form the Care Fertility embryo bank and use of the donor embryos is withdrawn from use while there is an investigation relating to a potential adverse birth outcome lasting more than three months then you will be offered an alternative donated embryo at no extra cost.

c If you intend to use a known sperm donor and the donor cannot, for any reason, be recruited as a suitable donor for use in your treatment, a part refund of the known donor fee will be issued as outlined in the Care Fertility Donation fee schedule.

d If you are accessing Care Fertility's frozen donor egg bank as part of either a Carepay or Access Fertility programme, and two or more embryos have been transferred across both cycles combined;

i any refunds will be administered as prescribed in the respective terms and conditions.

ii However, in the event that you have fewer than two embryo transfers across both cycles, then you will receive a new same size set and treatment free of charge prior to any refund being issued;

iii this free of charge set includes a rematch to the same set size, medication and any other applicable services included in the original 2nd cycle treatment plan.

iv Any refund due will be equal to 25% of the original treatment value, excluding any drugs or non-refundable fees.

e If you are accessing Care Fertility's frozen donor egg bank not as part of either a Carepay or Access Fertility programme, where no donated eggs survive the thaw,

i you will receive the same treatment free of charge; this includes a rematch to the same set size, medication and any other applicable services included in the original treatment plan.

ii Only after this additional free of charge treatment will a refund be due, with its value equal to 25% of the original treatment cost, excluding any drugs or non-refundable fees.

f If you are accessing Care Fertility's frozen donor egg bank not as part of either a Carepay or Access Fertility programme, where no eggs are fertilised,

i you will receive the option of an additional treatment at a 50% discount; this includes a rematch to the same set size, medication and any other applicable services included in the original treatment plan.

ii Any refund due will be equal to 25% of the original treatment value, excluding any drugs or non-refundable fees.

g If you are accessing Care Fertility's frozen donor egg bank not as part of either a Carepay or Access Fertility programme, where no embryos are suitable for transfer or vitrification,

i if following a review of the donor pathway and treatment no issues are identified, then there will be no refund due.

h If you are wanting to use a sibling egg donor or known egg donor that does not meet the donor criteria, for example, they are now over 36,

i you will receive all the available eggs from that egg collection.

ii If the donor has a poor response, low egg numbers or needs to be cancelled, there will be a partial refund due

i The fee for services provided or being refunded will be in-line with the standard price list for your treating clinic

i this can be found on the Care Fertility website www.carefertility.com

ii You will not pay additional treatment fees if the cost of services provided is higher than your discounted package fee cost.

j If you have chosen an Access Fertility Refund Programme, please refer to the specific terms and conditions within that programme.

k If you have chosen Interest free credit to fund your treatment, please refer to the specific terms and conditions of the credit agreement.

l Any refund sum due to you will be paid as a bank transfer, to your nominated bank account, within 30 days of the end of your treatment, or your withdrawal from it.

3 Legal and compliance

3.1 Complaints

a In the unlikely event that you need to complain about any part of the service you receive from Care Fertility please follow our complaints process. Any Care Fertility employee at your treating clinic can provide you with a copy of our leaflet and you can also find it on the Care Fertility website

3.2 Limitation of Liability

a Notwithstanding any other provision of this agreement, nothing in this agreement shall limit or exclude Care Fertility's liability for:

i death or personal injury caused by Care Fertility's negligence;

ii fraud or fraudulent misrepresentation by Care Fertility; or

iii breach by Care Fertility of the terms implied under Consumer Rights Act 2015 which cannot by law be excluded.

3.3 Subject to clause 2.2a:

a Care Fertility shall under no circumstances whatever be liable to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect, consequential or unforeseeable loss arising under or in connection with this agreement; and

b Care Fertility's total liability to you, in respect of all losses arising under or in connection with this agreement, whether in contract, tort (including negligence), breath of statutory duty, or otherwise, shall in no circumstances exceed the amount of the treatment fee paid to Care Fertility less any part thereof repaid.

c The terms implied by the Consumer Rights Act 2015 are, to the fullest extent permitted by law, are excluded from this agreement.

d This clause shall survive termination of this agreement.

3.4 Data Protection

a Our Privacy Policy sets out how we will process and share your personal data, and your privacy rights and how the Data Protection Legislation protects you. In connection with this clause:

i Care Fertility will only process your personal data in accordance with the Privacy Policy; and

ii in participating in treatment, you accept and acknowledge the terms of the Privacy Policy.

3.5 Force Majeure

a Care Fertility shall not, as a result of any Force Majeure Event(s), be liable as a result of any delay or failure to deliver the agreed treatment services.

b If a Force Majeure Event prevents or delays Care Fertility and/or the Clinic from providing any of the agreed treatment services for more than 90 days, Care Fertility shall, without limiting its other rights or remedies, have the right to terminate this agreement immediately by giving written notice.

3.6 Miscellaneous Provisions

a Care Fertility may at any time, transfer, charge, subcontract or delegate any of its obligations under this agreement to a third party.

b Any notice or other communication relating to this agreement shall be in writing, addressed to Care Fertility at the Registered Office of Care Fertility.

c If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable in such manner as to give effect to the original commercial intent of the parties. If that is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

d A waiver of any right under this agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

e A person who is not a party to this agreement shall not have any rights to enforce its terms.

f No variation of the agreement shall be effective unless it is agreed in writing by Care Fertility.

g This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.

4 By participating in the agreed treatment services, you agree to be bound by the terms within and acknowledge that you have voluntarily elected to participate in the treatment. You additionally confirm that you have had the information you need to make an informed choice.

5 Schedule 1 – Definitions

a **Care Fertility** means Care Fertility Group Limited with registered company number 054232241 whose registered address is at John Webster House 6 Lawrence Drive, Nottingham Business Park, Nottingham, NG8 6PZ and any [wholly owned] subsidiaries of the same;

b **Covered Services** means the items and services listed in the treatment plan which are marked as included;

c **Cycle** means an individual treatment cycle as described in the treatment plan;

d **Data Protection Legislation** means (i) the Data Protection Act 1998, until the effective date of its repeal; (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;

e **Excluded Services** means the items and services marked as excluded;

f **Force majeure Event** means an event beyond the reasonable control of Care Fertility including but not limited to strikes, lock-outs or other workforce disputes (whether involving the workforce of Care Fertility or any other party), failure of a utility service or transport network, act of God, pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;

g **OHSS** Ovarian Hyperstimulation Syndrome;

h **Privacy Policy** means Care Fertility's privacy policy in force from time to time during the term of this agreement which can be accessed here Privacy Notice | Data Protection and Your Rights | Care Fertility. The Privacy Policy as at the Date Issue is reproduced at Schedule 3;

i **Refund Sum** means the percentage of the Treatment Fee as set out in the name of the Treatment;

j **Services** means the Covered Services and the Excluded Services and any of them;

k **Treatment Fee** means the fee set out for your chosen Treatment, as varied from time to time, as confirmed in your Care Fertility treatment plan and the invoice issued to you with this agreement.