

# **Financial Information - Bourn Hall**

# Choosing the right team for your fertility journey is an important decision, and we're here to support you every step of the way.

This document outlines the fees and refund policies for our most commonly requested treatments. If there's anything else you'd like to know, please don't hesitate to reach out - we're always happy to help.

To keep things as straightforward as possible, we've grouped our services into Treatment Packages, with a clear breakdown of what's included in each one.

Fertility treatment can involve a wide range of options, and we've done our best to cover them here. If you have any questions about the costs related to your specific treatment, or if you'd like to give feedback on how we can improve this guide, feel free to contact our Patient Services Finance team at PS.Finance@bourn-hall.com

If you require an interpreter or any other support to attend your appointment, just let us know in advance - we're here to help.

Consultation & Pre-Treatment	
Short Consultation - 30 minutes	£145
Consultation with Consultant Gynaecologist / IVF Specialist	£275
PGT-A Consultation	£350
<b>Extended Consultation with Consultant Gynaecologist / IVF Specialist</b>	£495
Preparation for Treatment Package (Semen analysis, AMH blood test, TSH blood test, 60-minute nutrition consultation, pelvic scan, fertility consultation)	£715
Single Female Fertility Health + Wellbeing Check	£400
Single Male Fertility Health + Wellbeing Check	£300
Heterosexual Couple Fertility Health + Wellbeing Check	£500
Same-Sex Female Couple Fertility Health + Wellbeing Check	£600
Same-Sex Male Couple Fertility Health + Wellbeing Check	£500
Standard Virology Package (per person) HIV, Hepatitis B Surface Antigen, Hepatitis B Core Antibody, HTLV 1&2 & Hepatitis C	£285
In-Vitro Fertilisation (IVF)	
<b>IVF Cycle</b> Includes medical and nursing care, in-treatment monitoring, scanning, tests and procedures, IV sedation, egg collection, embryo transfer, pregnancy ultrasound scan, follow-up consultation, counselling, nutritionist consultation, and HFEA Fee.	£4,495
IVF Cycle with ICSI Includes everything in the IVF Single Cycle package and ICSI	£5,845
If your IVF Cycle is cancelled before egg collection takes place, there will be a refund of £3,200 (£4,550 for the IVF with ICSI package).	
If it is deemed necessary for clinical reasons to freeze all embryos created in your treatment cycle, the cost of the subsequent frozen embryo transfer package will be reduced by $50\%$	



# **IVF Multi-Cycle Packages**

# Discounted package with up to two cycles of IVF or IVF with ICSI.

Includes medical and nursing care, in-treatment monitoring, scanning, tests and procedures, IV sedation, egg collection, blastocyst, embryo transfer, pregnancy ultrasound scan, freeze fee, first year storage, follow up consultation, counselling, nutritionist consultation, HFEA fees and unlimited frozen embryo transfers.

# IVF multi-cycle (2-cycle)

£7,900

# IVF with ICSI multi-cycle (2-cycle)

£9,600

Your package will entitle you to up to 2 cycles of IVF or IVF with ICSI, and your entitlement from the package will stop after you have a baby.

Medication is not included in the package price and will be based on your individual treatment plan. All embryos from a cycle must be transferred before you can move to the next cycle.

If you need to upgrade from the IVF to the ICSI package, ICSI can be added to your remaining cycles at the fee in our price list.

If a cycle is cancelled before egg collection or embryo transfer for a frozen cycle, you will be entitled to a repeated cycle (up to one cancellation per package without charge). Our standard cancellation fees will be payable for any further cancellations as per our T&CS. This is £1295 for a fresh cycle or £795 for a frozen cycle. If you withdraw completely from the package before your first egg collection, there will be a refund of the amount paid less £1,295.

# **DuoStim IVF Package**

Our duo stimulation package is appropriate for women with low egg reserve (low egg numbers). Having concurrent egg collections without an embryo transfer in between allows us to harvest more eggs, giving you a better chance of having a baby.

#### **Duo Stimulation Package**

£7,400

Includes medical and nursing care, all in-treatment monitoring, scanning, tests and procedures, IV sedation, egg collection, freeze fee, embryo transfer (1 fresh or frozen transfer is included), pregnancy ultrasound scan, first-year storage, follow-up consultations, and counselling. If a cycle is cancelled once you have commenced your stimulation medication, but before egg collection, you will be billed £1295 to cover the cost of administration and nursing care up to this point. Your original cycle can then recommence.

Subsequent Egg Collection (before transfer)

£3,700



# **Using Stored Embryos & Gametes**

# Frozen Embryo Transfer (FET)

£2,695

Includes medical and nursing care, all in-treatment monitoring, scanning, tests and procedures, thawing of embryo(s), embryo transfer, pregnancy ultrasound scan, and follow-up consultation. **If the treatment cycle is cancelled before thawing takes place, there will be a refund of £1,900.** 

Thawed Egg Cycle £3,950

Includes medical and nursing care, all in-treatment monitoring, scanning, tests and procedures, thawing of eggs, ICSI, embryo transfer, pregnancy ultrasound scan, and follow-up consultation.

# **Shared Motherhood**

Shared Motherhood £7.495

Includes the IVF treatment package, embryo freezing, 1 fresh or frozen transfer as appropriate.

# **Egg Recipient Packages**

Includes required medical and nursing care, including all in-treatment monitoring, scanning, tests and procedures, donor oocytes (eggs), ICSI (if required), embryo transfer, pregnancy ultrasound scan, follow-up consultation, and counselling.

transfer, pregnancy unrasound scan, ronow-up consultation, and counselling.	
Frozen Egg Recipient Package (6-8 frozen eggs)	£9,500
Frozen Egg Recipient Premium Package (9-11 frozen eggs)	£11,950
Fresh Egg Recipient Package (6-8 fresh eggs)	£12,990
Additional Fresh eggs — per egg up to a total of 11	£300
Fresh egg synchronisation cycle fee	£1,500
Egg Recipient Multicycle Package – please contact us to discuss eligibility	£20,000
and details	
Known Donor Treatment – treatment using your known donor's eggs	£12,975
Egg Registration Fee (non refundable)	£600
Egg Recipient Pre-treatment test package – BASIC	£350
Egg Recipient Pre-treatment test package – STANDARD	£450

Donor Gametes	
Donor Embryo Package (includes FET and first 12 months storage)	£5,500
Donor sperm per cycle (prep, reservation and first 12 months storage included)	£1,320
Purchase and administration costs for transfer of reserved sibling donor sperm	£1,620
to another UK licensed centre (per amp)	
Known Donor Cycle (donor blood tests, quarantine blood tests, semen freeze up to	£3,200
12 amps, first-year storage)	
Import of Donor Gametes	£150

# **Egg & Sperm Sharing**

Becoming a sharer gives you access to heavily discounted IVF treatment, and by sharing your eggs or sperm, gives someone else an opportunity to have a baby.

# **Egg Sharers - IVF treatment package**

£1,500

Receive the IVF treatment package, drugs up to pregnancy test, blastocyst, ICSI, freeze fee (including 12 months of storage) and the HFEA fee.

# Shared Motherhood Dual Donation - IVF treatment package

**Contact Us** 

Receive the Shared Motherhood package, drugs up to pregnancy test, blastocyst, ICSI, freeze fee (including 12 months of storage) and the HFEA fee.

# **Sperm Sharers - IVF treatment package**

63

Receive the IVF treatment package and the HFEA fee for free and only pay for other elements of the treatment.

Fertility Preservation	
Egg Freezing Initial Consultation Package (1 hour consultation, ultrasound and	£560
AMH blood test)	
Egg Freezing	
Includes medical and nursing care, monitoring and scanning, all in-treatment tests	
and procedures, IV sedation, egg collection, egg freezing, the first 12 months of	
storage and counselling.	
Egg Freezing Package	£4,745
Egg Freezing Subsequent Cycle (within 12 months of initial cycle)	£3,700
Egg Freezing & Egg Sharer	
Receive a free Egg Freezing Package when you become an egg sharer.	



Surrogacy	
Surrogacy Consultation	£300
IVF with Surrogacy - with own or donor eggs	Contact Us

# Ovulation Induction & Intra-Uterine Insemination (IUI)

## **Ovulation Induction Cycle**

£450

Includes one treatment cycle, nurse discussion, monitoring and scanning, pregnancy ultrasound, and follow-up consultation.

# **IUI Treatment Cycle**

£1,150

Includes medical and nursing care, monitoring and scanning, all in-treatment tests and procedures, insemination procedure, pregnancy ultrasound, and follow-up consultation.

In the event that insemination does not take place, we will refund you £700. The remaining fee is to cover the cost of care to the point of cancellation.

Andrology	
Consultation with Andrologist	£315
Surgical sperm retrieval - PESA or TESE (includes cost of General	£2,600
Anaesthetic if required)	
Micro-TESE (includes cost of General Anaesthetic)	£4,575

# **Miscarriage Testing**

We have developed a comprehensive range of tests to help us understand the causes of miscarriage. These tests are recommended primarily for women with 2 or more early pregnancy losses, although women who have had 1 miscarriage could also benefit from these tests. We would recommend the extended testing for all patients, and certainly for women with 3 or more miscarriages and women under 35 with 2 or more miscarriages. Both levels include a specialist consultation and a nutritionist consultation.

Miscarriage Standard Panel Testing	£1,750
Miscarriage Extended Panel Testing	£3,240



# **Endometriosis Clinic**

Our tailored service to address the unique needs of those with endometriosis who may be planning for fertility treatment or preservation.

# Endo clinic preparation for treatment package

£810

Includes your consultation, endometriosis pelvic ultrasound scan, semen analysis test (refunded if not required), AMH blood test (ovarian reserve)

# **Drugs**

The fertility medication you are prescribed for IVF treatments will be individualised to your personal circumstances and will depend on your personalised treatment plan. We, therefore, provide an estimated range of typical medication costs for each type of treatment.

# IVF Treatment Cycle Drugs 1 cycle

£1,250 - £2,250

Frozen Embryo Transfer (FET) 1 cycle

£200

#### Intra-Uterine Insemination (IUI) 1 cycle

£300

#### **Private Prescription**

£100

Your initial treatment medication can be delivered to your home or specified delivery address **free of charge**.

Patients purchasing drugs from Bourn Hall Clinic can receive a comprehensive drug teach, sharps bin, needles and syringes and disposal of these after treatment, **free of charge**.

The estimated drug cost ranges we publish are intended to be indicative of the likely costs of an average cycle. As each patient is different and our treatment plans are designed specifically around your needs, the actual price of medication may fall outside of the estimated range.

When your personalised treatment plan has been created, we will be able to give you an accurate estimate of medication costs. However, please note that if your medication changes during treatment, additional medication charges may apply.

Please note that we are unable to process any refunds for medication that has been taken, dispensed, or delivered.

Storage & Associated Fees	
Initial Freezing fee for Suitable Embryos	£430
Semen Freezing of 3 ejaculates up to a maximum of 12 ampoules	£850
Storage of egg(s), Embryo(s) or Sperm (annual fee)	£420
<b>2-year Storage (egg, embryo, or sperm) -</b> if you use all your stored gametes during the first year, we will only charge you for 1 year's storage, and you will receive a refund of £380.	£800
<b>Administration charge</b> (non-refundable) for preparing frozen gametes or embryos for transfer to another UK clinic.	£300
<b>Administration charge</b> (non-refundable) for transfer of frozen gametes or embryos to or from an overseas clinic.	£1,250

Add-ons & Supplementary Treatments	
Acupuncture - FET package	£200
Anaesthetist Fee	£550
Assisted Hatching	£495
Blastocyst Culture	£800
Embryo Assurance	£650
Embryo Glue	£275
EMMA & ALICE	£1,000
EMMA & ALICE subsequent biopsy	£250
<b>Endometrial scratching</b>	£450
EndomeTRIO - endometrial receptivity testing and culture	£1,500
(combined EMMA. ALICE & ERA)	
ERA - endometrial receptivity testing	£1,000
ERA - endometrial receptivity testing supplementary biopsy	£750
Geri+ Timelapse Incubation	£500
<b>HyCoSy</b> (if the HyCoSy cannot be performed on the day, you will only pay the cost of a scar	n) <b>£475</b>
Hysteroscopy	£900
Hysteroscopy with Polypectomy	£1,500
ICSI	£1,350
IMSI (including ICSI)	£1,600
Intralipid 20% infusion	£495
Local anaesthetic / Intravenous sedation	£225
Mock embryo transfer	£325
Progesterone level testing (P4) blood test	£75
PGT-A set-up fee	2800
PGT-A fee per embryo biopsied	£450
Zymot Sperm Preparation	£200
Pourn Hall	2age 8 of 17



Scans, Tests & Screenig	
Pelvic ultrasound scans for Bourn Hall patients outside of treatment	£220
Pelvic ultrasound scans for non-Bourn Hall patients	£320
Semen assessment	£190
Sperm DNA fragmentation test	£540
Extended DNA fragmentation test	£740
We offer a full range of bacteriology, virology, immunology, haematology,	
endocrinology, cytology, biochemistry and hormone screening. Your consultant will	
discuss your requirements with you, including any tests that the HFEA require us to	
perform.	

## **Fees**

HEFA Fees	
<b>HFEA registration fee — per cycle of IVF/ICSI</b> (from 1st April 2024; before this, the	£100
charge is £85)	
HFEA registration fee - per donor insemination	£40
The prices detailed above are correct at the time of publication, however we	
reserve the right to alter these prices without notice. Treatment is subject to our	
standard terms and conditions.	

# What if I don't complete my treatment?

It is sometimes necessary to discontinue treatment for medical reasons. Under these circumstances, we may refund/partially refund your treatment costs or discount your next treatment cycle.

Here are the most common examples of our refund or discount rates. Please note that we do not refund any of the costs relating to the pre-treatment procedures or drugs. Any reference to repeat cycles will not include the medication, which will still need to be purchased separately.

### 1.1 In-vitro Fertilisation (IVF) Cycle

If an IVF single cycle is discontinued on the advice of a Bourn Hall consultant for medical reasons, after stimulation has commenced but before the egg collection procedure, we will refund you the full cost of the IVF Treatment Package less £ 1,295. This is to cover the cost of administration and nursing care up to this point. Once the egg collection procedure has commenced, no refund of the package price will be made. If your IVF treatment is halted on the advice of a Bourn Hall consultant for medical reasons prior to the transfer of your embryos, necessitating the freezing of the embryos created in the treatment cycle, the cost of the first frozen embryo transfer will be reduced by 50%.



## 1.2 Multi-Cycle Packages

Our multi-cycle packages entitle you to the IVF/ICSI (as appropriate) cycle, together with any FETs that are available from the cycle, up to the point of you having a baby. If you are lucky enough to have a baby before using all of your cycles, there is no refund payable, and any future FETs (if you have stored embryos) will be payable separately.

# I.3 Intra-Uterine Insemination (IUI) Cycle

In the event that insemination does not take place, we will refund you £700. The remaining fee is to cover the cost of care to the point of cancellation.

#### 1.4 Frozen Embryo Transfer (FET) Cycle

If an FET cycle is discontinued for any reason, before thawing, we will refund you £1,900 of the FET Treatment Package fee. If embryos fail to thaw or cleave, there will be a 50% refund of the Treatment Package fee.

#### 1.5 Donor Sperm

Sperm donors are permitted to create a maximum of 10 families. In order to help you achieve your family, we reserve a maximum of 5 (five) ampoules of sperm for you from your chosen donor.

#### 1.6 Egg Share Programme

A minimum of 12 mature eggs is required to enable egg sharing to take place. If egg collection proceeds with the expectation of sufficient mature eggs being obtained, but subsequently there are insufficient mature eggs obtained to enable sharing to occur, you will be offered a second cycle, or the option to transfer to a self-funded treatment cycle.

## 1.7 Egg Freezing

If eggs are collected but none are successfully frozen, we will refund the full treatment package fee.

#### 1.8 Embryo Donation

If your treatment with donated embryos is discontinued for medical reasons, or if the embryos fail to thaw or cleave, the treatment fee will be refunded in full. We do not refund any of the costs relating to the pre-treatment procedures or drugs.

#### 1.9 Consultations

If you fail to attend or cancel a consultation or fertility health check with less than 48 hours' notice, we reserve the right to apply a charge of up to 100% for consultations and 50% for fertility health checks.

# 1.10 Donor Recipients

Frozen eggs - If you use donor eggs from our bank and they all fail to thaw, then the treatment fees paid by the egg recipient will be refunded.



# **Fees & Payment Details**

Comprehensive financial information is provided at your first consultation. A general guide to when payments are due is shown below:

Activity	When payment is due
Consultation or any tests carried out in the Clinic (e.g. semen analysis or blood test).	Some consultations and tests are payable at the time of booking; all others are due on the day of the consultation or test.
Treatment package + HFEA Registration Fee.	Before or on the commencement of the treatment cycle.
Screening tests and/or investigations additional to the treatment package.	Before or on the commencement of the treatment cycle or on the day the test is advised and agreed.
Additional treatments during the treatment cycle (e.g. ICSI or Blastocyst culture).	Paid in advance but refunded if not required on the day.
Collection of drugs from Pharmacy.	Payment is due at or before the time of collection.
Arranging drug delivery by a homecare provider.	On placing the order.
Fees for storage of sperm, eggs and embryos.	Annually in advance.

All assisted conception treatment cycles are required to be registered with the Human Fertilisation & Embryology Authority (HFEA). The HFEA charge a registration fee that becomes due at the start of a treatment cycle.

Payment may be made in full by debit/ credit card, bank transfer and, if you are registered on our patient portal, can be paid through the portal. Debit and credit card payments are accepted over the telephone prior to treatment.

We accept most major credit or debit cards and bank transfers. For bank transfers, please contact the Patient Services Finance team at your local Bourn Hall Clinic.

Please see the Terms & Conditions of Treatment at Bourn Hall Clinic.



#### Refunds

Any refunds due will be paid once the Finance team has received confirmation of the change of treatment from the medical staff. Refunds will be made by card (but only to the card used for the initial payment) or bank transfer.

# **Terms & Conditions of Treatment at Bourn Hall Fertility Clinic**

Version 8 - valid from February 2022

These terms and conditions cover the provision of fertility treatment and associated services and medication and apply to all patients paying for any of our treatment packages and associated services.

#### **Definintions**

"Bourn Hall Clinic" means Bourn Hall Limited, a company registered in England and Wales, with company registration number 01897182 and whose registered office is at Bourn Hall, High Street, Bourn, Cambridge, England, CB23 2TN. Our registered VAT number is 876329778.

"The patient(s)" shall mean the person, people or couple seeking advice, assistance and/or treatment from Bourn Hall Clinic.

"Advice, assistance and/or treatment" shall have the meaning necessary for their context and shall be defined by reference to the services from time to time offered by Bourn Hall Clinic.

### Our contract with you

The Services we provide comprise fertility treatment plans, including advice, assistance, fertility diagnostics, fertility preservation and treatment, as further described in this, or any other documents, on our website and during any consultations or other meetings we have with you, and which will usually take place at one of our clinics or via video or telephone consultation. Our contract with you will become binding in relation to any particular service, treatment or course of treatment when you book that service or treatment with us. This agreement applies to anybody who receives Services from Bourn Hall Clinic for the duration of the Services.

## **Place of Treatment**

The Services we provide comprise fertility treatment plans, including advice, assistance, fertility diagnostics, fertility preservation and treatment, as further described in this, or any other documents, on our website and during any consultations or other meetings we have with you, and which will usually take place at one of our clinics or via video or telephone consultation. Our contract with you will become binding in relation to any particular service, treatment or course of treatment when you book that service or treatment with us. This agreement applies to anybody who receives Services from Bourn Hall Clinic for the duration of the Services.



#### **Cost and Payment**

• If you are receiving NHS funding for your fertility treatment, you will not have to pay anything for the treatment made available by the NHS. You may choose to explore some of our add-on treatments, which are available in addition to the treatment provided by the NHS. Any add-on treatments you receive do not form part of your NHS care and will be charged at the rates detailed in our price list.

# For self-refunded patients:

- In order to make the pricing of your treatment as clear as possible, we have included the costs of our most commonly used treatments on our website. We will send you a Costed Treatment Plan prior to your treatment commencing, detailing the cost of the treatment you have been recommended and an estimated cost of medication.
- We use our best efforts to ensure that the prices we quote for our services are correct, and we will not change the base price we have quoted you for a Consultation, Additional Treatment or Treatment Plan, if you choose to proceed with the services covered by that price within the time specified in the documentation we provide to you. However, some elements of our treatments may vary after commencement, in which case we will adjust our charges accordingly and will notify you of the change without delay, namely:
- a. the dosage of drugs or the actual drugs required during the course of the treatment due to a particular patient's needs; and
- b. some variations to a particular course of treatment may be required after the commencement of that course of treatment (e.g. Intracytoplasmic sperm injection ("ICSI") might be required if the sperm sample received is of insufficient quality).

In the event of any change, or anticipated change, in costs, we will notify you as soon as reasonably possible and commit to ensuring that our charges are reasonable.

#### When payment is due

Payments are due as follows:

- Consultations and any tests carried out in the clinic (for example, semen analysis and blood tests): Some consultations and tests are payable at the time of booking; all others are due in advance of the consultation or test.
- HFEA Registration Fee: All assisted conception treatment cycles are required to be registered with the Human Fertilisation & Embryology Authority (HFEA). The HFEA charge a registration fee that becomes due prior to the start of a treatment cycle.
- Treatment package [+ HFEA Registration Fee]: Before or on the commencement of the treatment cycle.
- Screening tests and/or investigations additional to the treatment package: Before or on the commencement of the treatment cycle or on the day the test is advised and agreed.
- Additional treatments during the treatment cycle (e.g. ICSI): Paid in advance but refunded if not required on the day following analysis.
- Medication collected from our pharmacy: Payment is due at or before the time of collection.
- · Arranging drug delivery by a homecare provider: On placing the order, and
- Storage of sperm, eggs and embryos will be charged annually in advance.



Payment may be made in full by debit/credit card or bank transfer and, if you are registered on our patient portal, can be paid through the portal. Debit and credit card payments are accepted over the telephone prior to treatment. We accept most major debit and credit cards and bank transfers. To make a payment, please contact the Patient Services team at your local Bourn Hall Clinic.

The costs for the first 12 months of storage of any sperm, eggs and/or embryos will be specified and included in our quote. Thereafter, the costs of storage will be charged in accordance with our then-applicable annual storage rate.

If payment of your invoice/s is not received within a reasonable timeframe, we reserve the right to refer your outstanding balance to a debt collection agency, whereby we will share your contact information, including address and telephone numbers and details of any unpaid amounts. We will attempt to contact you to advise you in writing before this action is taken.

#### **Refunds:**

You can always change your mind and not proceed with a consultation or treatment plan, and sometimes a treatment plan may not be completed for other reasons. If you pay for services and then do not proceed with all or part of them, we will retain payment to cover the cost of the services we have provided, and a refund may be payable to you for the services not received. Where you have paid for a package of treatments (single or multi-cycle), the package price will represent a reduction on the price of the individual parts of the package individual elements not received will not normally be refunded unless otherwise indicated. Further details relevant to how this applies to particular treatments is set out with the pricing details for treatment plans. Refunds will be made to the card used for the initial payment or by bank transfer to the person who made the payment being refunded. Please note that we do not refund any of the costs relating to pre-treatment procedures or drugs after the pre-treatment procedures have been followed, or drugs taken, dispensed or delivered.

#### **Questions:**

Treatment of infertility includes a wide range of possibilities, and we hope to have included most of them within our price list. Should you have any queries on the cost implications of your treatment, queries about invoices or any comments on how we can improve the way we present our fees and other information, please contact the Patient Services Finance team as below:

**Telephone:** +44 (0) 1954 717243 **Email:** PS.Finance@bourn-hall.com



#### Right to make changes

#### 1. Changes

- 1.1 Changes to the services. We may change the services offered generally:
  - (I) to reflect changes in relevant laws and regulatory requirements and
- (II) to implement adjustments and improvements, for example, to improve success rates. If there is any impact on you of the changes, we will tell you.

### Changes to your treatment plan

We may need to make or advise changes to your treatment plan once treatment is underway, such as changes to medication dosages to reflect how a patient responds to stimulation or for other medical reasons. Such changes may also impact the cost of the services. We will let you know as soon as possible of any changes to your treatment plan and/or costs.

#### 2. Withdrawal

You can always change your mind and not proceed with a treatment plan before the services have commenced.

Reasons we may suspend or end the services. We may have to suspend or stop the services:

- (I) to deal with significant issues that arise (such as medical reasons, meaning that it is not appropriate to proceed with a treatment plan on the basis initially agreed, or if you withdraw your consent to treatment)
- (II) to make changes to the services as requested by you
- (III) if you unreasonably refuse to accept or follow advice given by any employee or agent of Bourn Hall Clinic, provided always that reasons for ending the contract are given
- **(IV)** in the event that it shall become impossible, for reasons outside our control, or unlawful, to embark on, continue or complete an agreed course of treatment or to provide a service substantially the same as that agreed.

Your rights if we suspend or end the services. We will contact you in advance to tell you we need to stop or suspend the services, unless the problem is urgent or an emergency. It is your responsibility to ensure that we always have up to date contact details for you.

We may also suspend the services if you do not pay. If you do not pay us for services when payment is due, we will contact you to remind you a payment is due, and we may suspend supply of the services 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 suspend the services where you have queried an unpaid invoice until we have responded to your questions about it.

## Our responsibility and liability to you

#### When we will provide the services

We will supply the services to you in accordance with good market practice, and with reasonable care, skill, professionalism and diligence on the dates or over the time period which we agree with you. We are licensed by the HFEA and comply with the Human Fertilisation and Embryology Act 1990 and Code of Practice.



#### **Material Information**

In our communications with you, we will provide you with the material information you need to make your decisions, and where new decisions are needed at different times, we will provide all appropriate additional material information. If you have any questions or feel you need any additional information or clarification, please ask. Examples of material information when you are first considering whether to proceed with a treatment plan include general information of the different treatments we offer, costs and success rates. Examples of material information following initial consultation(s) comprise tailored patient information such as diagnostic results, treatment options, costs and waiting times (if any) and factors which may affect success rates (e.g. age) and any risks associated with treatment add-ons. Examples of material information at the fertility treatment stage include any anticipated changes to costs or risks and any time limits for completing treatment.

#### We are not responsible for delays outside our control

If our performance of the services is affected by an event outside of our 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. However, if we tell you that there is a risk of substantial delay, you may contact us to end the contract (and a refund may be payable; see clause 4).

## 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 the loss or damage you suffer that is a foreseeable result of our failing to use reasonable care and skill or otherwise breaking this contract.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

#### Liability for loss of or damage to your property

We advise you not to bring valuables with you when you attend our premises, and if you do choose to do so, it is at your own risk. We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Where patients attend Bourn Hall Clinic having begun treatment, or taken advice, elsewhere, Bourn Hall Clinic accepts no liability whatsoever for the consequences of the treatment or advice previously given and gives no warranty that such treatment or advice was properly given.

#### **Complaints**

Our complaints procedure can be found here: <a href="www.bournhall.co.uk">www.bournhall.co.uk</a> and any complaints will be handled in accordance with this procedure. If you have any feedback or wish to make a complaint about the services we provide, please contact our Head of Quality Assurance by writing to:

The Quality Assurance Department, Bourn Hall Clinic, Bourn, Cambridge CB23 2TN. Alternatively, you can email <u>qualityassurance@bourn-hall.com</u>.



#### Duration

The Terms & Conditions shall apply for so long as you are undertaking any treatment which is recommended by, and delivered directly under the supervision of, the staff of Bourn Hall Clinic or while Bourn Hall Clinic is storing your eggs, embryos or sperm.

#### Jurisdiction

These terms are governed by English law and you can bring legal proceedings in respect of the services in the courts of England and Wales, which have exclusive jurisdiction of any disputes, claims, complaints or issues.

#### **Privacy**

Bourn Hall Limited is the data controller for your personal data processed as a result of you requesting and/or receiving advice, assistance and/or treatment from Bourn Hall Clinic. Personal data will be processed in accordance with the privacy policy published on our website. You must inform Bourn Hall Clinic if there are any updates to your personal data.

