

Terms & Conditions of Treatment at Bourn Hall Clinic

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.

1. Definitions

“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.

2. 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.

3. Place of treatment

Unless otherwise agreed between the parties, treatment shall take place at one of our clinics/facilities/treatment centres. We sometimes work with partner clinics who provide elements of our services on our behalf: we would always agree that with you in advance, and your contract would still be with Bourn Hall Clinic.

Bourn Hall Clinic will not provide services outside of the United Kingdom except by prior agreement.

In circumstances where, for any reason, we are not able to treat you at all, we may refer you to an alternative provider, in which case you would need to enter a contract with that alternative provider, and you would not have a contract with Bourn Hall Clinic.

4. Costs 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.

For self-funded patients:

- In order to make the pricing of your treatment as clear as possible, we have developed a fee calculator which is available on our website, indicating the base prices for our most frequently requested treatments. The quoted costs are revised periodically and published on our website; our full pricelist and associated terms can be found on the website www.bournhall.co.uk [Fees & Funding-Self Funding-Fee Schedule](#). We will always provide you with a specific quote prior to your treatment commencing, including an estimated charge for drugs.
- 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 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 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.
- If you choose to purchase drugs prescribed by us from our Pharmacy: Payment is due at or before the time of collection; and
- Arranging drug delivery by a homecare provider: On placing the order

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.

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. 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 info@bourn-hall.com

Right to make changes

5. Changes

5.1 **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.

5.2 **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.

6. 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.

7. 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 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 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.

8. Complaints

Our complaints procedure can be found [here: www.bournhall.co.uk](http://www.bournhall.co.uk) 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 qualityassurance@bourn-hall.com.

9. 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.

10. 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.

11. 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.