

## Bourn Hall – Financial Information for Patients

We recognise you have a lot of choice when it comes to deciding where to have your treatment and we thank you for considering entrusting Bourn Hall Clinic with your fertility treatment. Deciding who to trust with your fertility journey is a huge decision and we want to make sure you have all the information you need to do this. This document details the fees and refund policies for our most popular treatments, but if there is any other information you need, please get in touch and we will be very happy to help.

To make the pricing of your treatment as clear as possible we have organised our prices into Treatment Packages and detailed what is included in each package.

Treatment of infertility includes a wide range of possibilities, and we hope to have included most of them here. Should you have any queries on the cost implications of your treatment, or any comments on how we can improve this information pack, please contact the Patient Services Finance team on *PS.Finance@bourn-hall.com*.

If you need an interpreter or any other assistance to facilitate with your appointment, please let us know in advance.

### Treatments

Consultations and Pre-treatment	
Short Consultation (30 mins)	145
Consultation with Consultant Gynaecologist / IVF Specialist	275
PGT-A Consultation	350
Extended Consultation with Consultant Gynaecologist / IVF Specialist	495
Preparation for Treatment Package	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
At-home: Single Female Fertility Health + Wellbeing Check	300
At-home: Single Male Fertility Health + Wellbeing Check	300
At-home: Heterosexual Couple Fertility Health + Wellbeing Check	400
At-home: Same Sex Female Couple Fertility Health + Wellbeing Check	450
At-home: 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 and Hepatitis C	285

## In-vitro Fertilisation (IVF)

### IVF Cycle

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)

7,600

### 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, you will be entitled to a repeat cycle (up to one cancellation per package). 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, counselling

### Subsequent Egg Collection (prior to transfer)

3,700

*If, at the end of the first cycle, you have not reached the stage of egg collection, or no eggs are collected or there are no embryos suitable for freezing or transfer, you can choose to exit the package, only paying for the treatment received.*

*If you have a transfer after the first stimulation, the dual stimulation package will end and you will only be charged for the treatment received.*

## Using Stored Embryos and Gametes

### Frozen Embryo Transfer (FET)

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

2,695

*If the treatment cycle is cancelled before thawing takes place there will be a refund of £1,900*

### Thawed Egg Cycle

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

3,950

## Shared Motherhood

### Shared Motherhood

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

7,495

## 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, counselling.

<b>Frozen Egg Recipient Package (6-8 frozen eggs)</b>	<b>9,295</b>
<b>Frozen Egg Recipient Premium Package (9-11 frozen eggs)</b>	<b>11,295</b>
<b>Fresh Egg Recipient Package (up to 6 fresh eggs)</b> – if there are no embryos after the fresh cycle you will receive free-of-charge our frozen egg package	<b>12,500</b>
<b>Egg Recipient Multicycle Package</b> – please contact us to discuss eligibility and details	<b>20,000</b>
<b>Known Donor Treatment</b> – treatment using your known donor's eggs	<b>12,975</b>

## Donor Gametes

<b>Donor Embryo</b>	<b>2,500</b>
<b>Donor Sperm - Family Reservation Fee (per 3 ampoules of donor sperm and includes first year of storage)</b>	<b>420</b>
<b>Donor sperm (per vial used)</b>	<b>800</b>
<b>Purchase and administration costs for transfer of reserved sibling donor sperm to another UK licensed centre (per vial)</b>	<b>1,250</b>
<b>Known Donor Cycle (donor blood tests, quarantine blood tests, semen freeze up to 12 amps, first year storage)</b>	<b>3,200</b>

## Egg and 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

Receive the IVF treatment package, drugs up to pregnancy test, blastocyst, ICSI, freeze fee (including 12 months of storage) and the HFEA fee **1,500**

### Shared Motherhood Dual Donation – IVF treatment package

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

### Sperm Sharers - IVF treatment package

Receive the IVF treatment package and the HFEA fee for free and only pay for other elements of the treatment **0**

## Fertility Preservation

### 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 and 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 and Intra-Uterine Insemination (IUI)

### Ovulation Induction Cycle

Includes one treatment cycle, nurse discussion, monitoring and scanning, pregnancy ultrasound, follow up consultation. **450**

### IUI Treatment Cycle

Includes medical and nursing care, monitoring and scanning, all in-treatment tests and procedures, insemination procedure, pregnancy ultrasound, follow up consultation. **1,150**

*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 Anaesthetic if required)** **2,600**

**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.

<b>Miscarriage Standard Panel Testing</b>	<b>1,250</b>
<b>Miscarriage Extended Panel Testing</b>	<b>2,500</b>

## Endometriosis Clinic

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

<b>Endo consultation and pelvic ultrasound scan</b>	<b>800</b>
<b>Endo clinic preparation for treatment package</b>	<b>1,250</b>

*Includes your consultation, endometriosis pelvic ultrasound scan, semen analysis test and the AMH (ovarian reserve), TSH (thyroid function), and thyroid peroxidase antibodies blood tests.*

## Drugs

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

<b>IVF Treatment Cycle Drugs 1 cycle</b>	<b>1,250-2,250</b>
<b>Frozen Embryo Transfer (FET) 1 cycle</b>	<b>200</b>
<b>Intra-Uterine Insemination (IUI) 1 cycle</b>	<b>300</b>
<b>Private prescription</b>	<b>100</b>

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, a 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 and Associated Fees

<b>Initial freezing fee for suitable embryos</b>	<b>430</b>
<b>Semen freezing of three ejaculates up to a maximum of 12 ampoules</b>	<b>850</b>
<b>Storage of egg(s), embryo(s) or sperm (annual fee)</b>	<b>420</b>
<b>2-year Storage (egg, embryo, or sperm) – 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</b>	<b>800</b>
<b>Administration charge (non-refundable) for preparing frozen gametes or embryos for transfer to another UK clinic</b>	<b>300</b>
<b>Administration charge (non-refundable) for transfer of frozen gametes or embryos to or from an overseas clinic</b>	<b>1250</b>

## Add-ons and Supplementary Treatments

<b>Acupuncture – FET package</b>	<b>200</b>
<b>Anaesthetist Fee</b>	<b>550</b>
<b>Assisted hatching</b>	<b>495</b>
<b>Blastocyst Culture</b>	<b>800</b>
<b>Embryo Assurance</b>	<b>650</b>
<b>Embryo Glue</b>	<b>275</b>

EMMA & ALICE	1,000
EMMA & ALICE <i>subsequent</i> biopsy	250
Endometrial scratching	450
EndomeTRIO – endometrial receptivity testing and culture (combined EMMA. ALICE & ERA)	1,500
ERA – endometrial receptivity testing	1,000
ERA – endometrial receptivity testing supplementary biopsy	750
Geri+ Timelapse Incubation	500
HyCoSy (if the HyCoSy cannot be performed on the day, you will only pay the cost of a scan)	475
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	850
PGT-A fee per embryo biopsied	450

### Scans, Tests and Screening

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	480

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 which the HFEA require us to perform

### HFEA Fees

HFEA registration fee – per cycle of IVF/ICSI (from 1 <sup>st</sup> April 2024, prior to this the charge is £85)	100
HFEA registration fee – per donor insemination	40

The prices detailed above are correct at 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 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 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.

## 1.3 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. We recommend that same gender couples who both wish to have treatment using the same donor consider paying two reservation fees to reserve 10 ampoules of sperm.

## 1.6 Egg Share Programme

A minimum of 8 mature eggs are 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 and 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 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 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.

## 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. 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-funded 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 in 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 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.

**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](mailto:PS.Finance@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](mailto: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.