

TERMS AND CONDITIONS

These Terms and Conditions apply to all goods and services provided to you by King's Fertility Limited. The health and wellbeing of our patients is at the core of our values, making it our priority to provide you, our patient, with high quality personalised treatment. Please take the time to read this document and do not hesitate to contact us if you have any questions. We reserve the right to modify these Terms and Conditions at any time.

AGREED TERMS

APPLICATION

These terms and conditions will apply to the purchase of the services and goods by you (the Patient or you).

We are King's Fertility Limited a company registered in England and Wales under the number 10676368 whose registered office is 137 Harley Street, London, W1G 6BG (the Supplier or us or we).

These are the Terms and Conditions on which we provide all Services to you. By requesting any of the Services, you agree to be bound by these Terms and Conditions.

INTERPRETATION

The definitions and rules of interpretation in this condition apply in these terms and conditions (Conditions).

Contract: The Patient's request for the provision of Services/Treatment from King's Fertility Limited, and our agreement to provide the Patient with such.

Patient: The person(s) receiving goods and/or services from King's Fertility Limited.

Services/Treatment: The Services to be provided by us under the agreement and as set out in the treatment plan held within the Patient Notes, and which may be amended or adjusted during the course of any such treatment.

Patient Notes: The records made during any consultation (be that initial or subsequent).

Prices: The fees applied to the Goods, Services, and/or Treatment provided by King's Fertility Limited, as set out in the Price Guide, website, Costed Treatment Plan, or as otherwise advised to the Patient on an individual basis by us.

APPOINTMENTS AND SERVICES

The description of the Services and any Goods is as set out on our website, brochures, price guide, treatment plan, or any other form of advertisement.

All Services are subject to availability of Clinic staff. We cannot guarantee that you will be seen by the same clinician at each appointment, and whilst we endeavour to, nor can we guarantee that all appointments will run to time.

In the event of a patient not keeping an appointment or cancelling with less than 24 hours' notice, King's Fertility Limited reserves the right to charge the full price for that appointment.

In the event of cancellation of an appointment by King's Fertility Limited, the Patient will be given as much notice as possible, and will offer alternative times for the appointment to be re-scheduled.

KING'S FERTILITY LIMITED RESPONSIBILITIES

Due to the complex nature of fertility treatment, King's Fertility Limited cannot take responsibility for an unsuccessful final outcome in the provision of our Services, nor can we guarantee that any Treatment will be without complications.

TERMS AND CONDITIONS

We will endeavour to provide all Services in accordance with the Treatment Plan which has been deemed by all parties as appropriate for you, the Patient. The Treatment Plan will form part of the Patient Notes, as will record of any adjustment to such plan during the course of Treatment.

PATIENT RESPONSIBILITIES

All information provided to us must be true and accurate. You are required to correct any information which is subsequently identified as incorrect, inaccurate, or incomplete.

You must read and sign any consent forms required in relation to your treatment. You must seek clarification for any document (or part thereof) that you feel is unclear. If you do not agree any part of the forms, you must inform us immediately.

If at any time you withdraw your consent for any (or all) treatment or storage, you must do so by giving written confirmation with such notice delivered in reasonable time.

Some treatments require mandatory counselling and/or mandatory blood tests for screening purposes. You agree to undertake these, and accept that treatment may be delayed until they are completed.

You must notify us in writing of any change in personal circumstances that is relevant to your treatment, consent given by you and/or your partner, or the storage of gametes.

CONFIDENTIALITY

In all matters between the Parties, King's Fertility Limited will comply at all times with the requirements of The General Data Protection Regulation (GDPR) (EU) 2016/679 (which superseded the Data Protection Act 1998), the Human Fertilisation and Embryology Act 1990, and the HFEA Code of Practice with regard to maintaining the proper standards of medical confidentiality and the handling of personal information of Patients.

FEES AND PAYMENT

The Patient shall pay the fees relevant to the Services and Treatment received as set out in the Price Guide. The total price of which will be agreed between the parties.

In relation to consultation appointments, the Patient shall pay all invoices submitted to them in full and cleared funds, upon booking. We reserve the right to cancel any appointment if payment has not been received in full and cleared funds.

In relation to blood tests not included in Treatment Packages, the Patient shall pay all invoices at the time the test is performed.

In relation to medication, the Patient shall pay all invoices, including delivery charges, at the time the prescription is issued. Medications are not returnable or refundable.

In relation to Treatment Cycles, the Patient shall pay all invoices prior to the Treatment commencing (Day 1). We reserve the right to cancel or suspend any Treatment if payment has not been received in full and cleared funds at this time.

King's Fertility Limited reserves the right to amend the prices published in the Price Guide. We will honour any prices in effect at the time the Financial Consent form is signed.

No refunds are due to the patient if Services have been performed.

TERMS AND CONDITIONS

Refunds to the Patient, per the values in the Price Guide in effect at the time said Treatment was paid for, in respect of Treatment Packages cancelled for medical reasons will be issued within 28 days.

COMMENCEMENT, DURATION AND TERMINATION

Treatment will commence upon meeting certain conditions:

- i. All relevant screening checks of the Patient have been conducted;
- ii. The results have been received by King's Fertility Limited;
- iii. The Patient does not have a pre-existing medical condition or other factor that would exclude them from meeting criteria for treatment;
- iv. The relevant consent forms have been signed;
- v. Cleared funds have been received by us, or funding has been confirmed for NHS Patients

The Contract continues for the duration it takes to provide the Services

Either party may terminate the Contract without liability to the other immediately on giving notice, and without prejudice to any other rights or remedies which the parties may have, if:

- i. The other party commits a breach of any of the terms of the Contract and fails to remedy the breach (where such a breach is remediable) within 30 days of that party being notified in writing of the breach; or
- ii. The other party is subject to any step towards bankruptcy or liquidation; or
- iii. The other party suspends or ceases, or threatens, to carry on all or a substantial part of its business; or
- iv. The other party fails to pay any amount due under the Contract on the date such payment is due.

Upon termination of the Contract, the Patient shall immediately pay any outstanding amounts on their account.

THIRD PARTIES

From time to time, some additional services may be required in the course of your treatment. Where those Services provided by Third Parties are not included within our standard rates, they will be charged at the Third Party provider's rates.

CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

In the event of any failure by a party because of something beyond its reasonable control, the party will advise the other party as soon as reasonably practicable.

King's Fertility Limited shall have no liability to the Patient under the contract if it is prevented from, or delayed in performing its' obligations under the Contract or from carrying on its business by acts, events, omissions, or accidents beyond its reasonable control.

LIABILITY

King's Fertility Limited does not exclude liability for:

- i. Any fraudulent act or omission
- ii. Death or personal injury caused by negligence or breach of our other legal obligations.

King's Fertility Limited are not liable for loss which was not reasonably foreseeable to both parties at the time when the Contract was made.

TERMS AND CONDITIONS

Subject to this, we hereby set out the entire financial liability of King's Fertility Limited (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Patient in respect of:

- i. Any breach of the Contract;
- ii. Any use made by the Patient of the Services; and
- iii. Any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

Subject to the conditions in this clause, King's Fertility Limited's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services

GOVERNING LAW, JURISDICTION, & COMPLAINTS

The Contract (including any non-contractual matters) is governed by the law of England and Wales

We try to avoid any dispute, but if a dispute should arise the Patient should contact us in writing to find a solution.

We follow the Human Fertilisation and Embryology Authority's ("HFEA") Code of Practice, available from www.hfea.gov.uk