

We are leading experts in natural and mild IVF with a good track record. However, no provider of fertility treatment services is able to guarantee a successful outcome or an absence of complications. Accordingly, we are unable to give a commitment that any fertility treatment that you undertake will lead to a pregnancy and/or will be without complications.

Please also note that we reserve the right at any time to determine in our clinical discretion that you or any person on whose behalf you are acting is not suitable for treatment by **abc IVF**.

REFUND POLICY

Initial Consultation

You must make full payment when you make your booking for an initial consultation. You may need to undertake certain diagnostic tests before your initial consultation. Once you have made a booking we will send you various consent forms which you will need to bring with you to the initial consultation.

Cancellation fees which will apply if you decide not to go ahead with a initial consultation and do not reschedule:

- If you cancel more than 72 hours before your initial consultation without rescheduling we will refund you your fee less a £50 administration fee
- If you cancel less than 72 hours but more than 48 hours before your initial consultation we will refund you 50% of your fee
- If you cancel less than 48 hours before your initial consultation you will not receive any refund of your fee

Rescheduling fees which will apply if you reschedule an initial consultation:

- If you reschedule more than 48 hours before your initial consultation there will be no cancellation charge
- If you reschedule less than 48 hours before your initial consultation we will charge a £25 administration fee.

Where we retain some or all of your fees when you cancel or reschedule it is because we have incurred administrative costs in arranging your initial consultation.

Refunds in any other circumstances: if we decide for any other reason not to proceed with the initial consultation then we will be entitled to retain fees to cover our administrative costs. Please see our terms for further details

Treatment Consultation

The treatment plan consultation includes a full treatment review and consent check with a clinician.

You will need to pay a deposit of £500 at the time of making your booking if you wish to go ahead with fertility treatments. The remainder is payable at your treatment plan consultation.

Once you have made a booking we will send you various consent forms which you will need to bring with you to the initial consultation.

Cancellation fees which will apply if you decide not to go ahead with a treatment plan consultation and do not reschedule:

- If you cancel more than 5 days before your treatment plan consultation without rescheduling we will refund you:
 - £200 of your deposit if you have undergone the screening tests
 - All of your deposit if you have not undergone the screening tests
- If you cancel less than 5 days before your treatment plan consultation we will, at our discretion, be entitled to keep all of your deposit even if you have not undergone the screening tests. We will always act reasonably in deciding whether to keep your deposit.

Rescheduling fees which will apply if you reschedule a treatment plan consultation:

- If you reschedule more than 5 days before your treatment plan consultation there will be no cancellation charge
- If you reschedule less than 5 days before your treatment plan consultation we will, at our discretion, be entitled to make a cancellation charge. We will always act reasonably in deciding this.

Refund policy: once you have had your treatment plan consultation we only offer refunds in the following circumstances:

- If you decide not to proceed with treatment at the Clinic or immediately following a treatment plan consultation we will refund £2000. We will keep our £500 deposit to cover treatment plan consultation and screening test costs.
- If you decide not to proceed with treatment following a treatment plan consultation and after you have been dispensed medication we will refund £1,500. We will keep our £500 deposit to cover treatment plan consultation and screening test costs. We will also keep £500 to cover medication costs.
- If we decide, in our clinical discretion, that you are not suitable for treatment or we decide not to treat you for any other reason following a treatment plan consultation, we will refund your fee minus our £500 deposit to cover treatment plan consultation and screening test costs and (if applicable) £500 to cover medications dispensed.
- If a cycle is abandoned by you or us prior to egg collection we will refund your total fees less our £500 deposit, £500 to cover medication and treatment plan consultation fees and:
 - Where the cycle is interrupted we charge £200 per scan
- If we decide for any other reason not to proceed with a treatment plan consultation or treatment then we will be entitled to retain fees to cover our administrative costs. Please see our terms for further details.

We regret that at the time of egg collection, if no egg/eggs are collected, no refund will be issued and if no embryo is transferred there will also be no refund.

Embryo and egg freezing services are excluded from fertility treatment packages. Please see below for details of our services and prices.

OUR TERMS AND CONDITIONS

This is the current version of our terms and conditions and was last revised on 29 September 2017.

1. THESE TERMS

- 1.1 What these terms cover: These are the terms and conditions on which we supply the Services to you. "We" are the organisation identified in clause 2.1 below. "You" are the person or persons as identified in clause 2.2 below.
- 1.2 You have accessed these terms and in so doing you agree to the terms and in particular you agree as follows:
 - 1.2.1 **Your personal information:** That you expressly consent to supply to us personal information about you and/or someone on whose behalf you are acting, some of which may be sensitive, and to allow us to process that information in accordance with these terms and our privacy policy at www.abcivf.co.uk/legal/privacy which you must consent to. This will include making your information available to all Clinicians who provide Services to you via the Service.
 - 1.2.2 **Your cancellation rights:** That when you make a Booking for our Services you are making an express request to receive services before the end of the normal cancellation period provided for by law and that our cancellation terms will apply.
 - 1.2.3 **The limits of our liability:** That you understand the way in which we limit our liability to you for the Services as set out in clause 10 of these terms.
 - 1.2.4 **Our termination rights:** That you understand that we reserve the right to suspend or terminate your access to our Services if we reasonably conclude that you have breached these terms and conditions.
- 1.3 Why you should read them
 - 1.3.1 Please read these terms carefully before you submit your request for Services to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
 - 1.3.2 You can access these terms at any time at www.abcivf.co.uk/legal/terms-and-conditions. We reserve the right to update these terms from time to time by posting the updated version on our website. We may do so because we change the nature of our products or Services, for technical or legal reasons, or because the needs of our business have changed. You agree that if you do not accept any amendment to our terms then you will immediately stop accessing and/or using the Service and our contract with you will terminate. If you carry on using our Service you will be deemed to have accepted the updated terms.

1.4 Definitions. For ease of reference the following terms have these meanings in the terms:

- "**Booking**" means a booking made by you with us for the provision of an Initial Consultation and, if you wish to, a Treatment Plan Consultation
- "**Clinician**" means a medical professional employed by Create Health Limited for the provision of the Service
- "**Diagnostic Tests**" are the test you must have completed in order to have an Initial Consultation, the prices of which are set out in the Price Guide
- "**Initial Consultation**" is the first consultation with a Clinician following you making a Booking
- "**Price Guide**" is the list of prices for our Services, as updated from time to time, which forms part of these terms
- "**Service**" or "**Services**" refers to those abc IVF services described for in the Price Guide
- "**Treatment Plan Consultation**" is the second consultation with a Clinician following the Initial Consultation.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are: We are Create Health Limited, a company incorporated and registered in England and Wales. Our company registration number is 08845555 and our registered office is at Accountancy House, 90 Walworth Road, London, SE1 6SW. Our main trading address is the same as our registered office.
- 2.2 We provide fertility treatment under the brands 'CREATE Fertility' and 'ABC IVF'. These terms and conditions only apply to services provided by CHL under the abc IVF brand. If you wish to or are receiving services delivered under the CREATE Fertility brand please see the applicable terms and conditions on the CREATE Fertility website.
- 2.3 Who you are: You are the person accessing our Services in accordance with these terms for yourself and/or for another person such as a partner/donor/surrogate provided that person has given their consent for you to access our Services and has signed a consent form for treatment and supplied the relevant personal information in accordance with these terms.
- 2.4 You confirm that you have the right, authority and capacity to enter into these terms. If you do not agree with all of the provisions of these terms, do not access our Services.
- 2.5 How to contact us: You can contact us by telephoning us at 0330 0580 800 or by writing to us at Create Fertility, 150 Cheapside, London EC2V 6ET.
- 2.6 How we may contact you: If we have to contact you we will do so by telephone or text or by writing to you at the email address or postal address you provided to us in your request for Services.
- 2.7 You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivery to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice.
- 2.8 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails and texts.

3. HOW TO USE OUR SERVICES

- 3.1 **Booking an Initial Consultation:** to make a Booking you will need to:
 - 3.1.1 Provide us with certain personal information
 - 3.1.2 Confirm that you meet certain medical criteria to use our Service. The criteria are set out in our booking process. If you do not meet the criteria we will advise that you call us for further advice on treatment options
 - 3.1.3 Confirm that you agree to these terms
 - 3.1.4 Confirm that you agree to us processing your personal data in accordance with our Privacy Policy
 - 3.1.5 Make payment for the full cost of the Initial Consultation in accordance with the Price Guide.
- 3.2 Making a Booking by the method described above will create a legally binding contract between us and the terms set out here will apply to the way we provide Services to you and what you are required to do under these terms. If you make a Booking by telephone you will always have the option to review our terms and Privacy Policy before confirming the Booking.
- 3.3 Once you have made a Booking we will send you the following by email:
 - 3.3.1 Confirmation of your Booking details
 - 3.3.2 Copies of various consent forms which you will need to complete and bring with you to the Initial Consultation
 - 3.3.3 If you have booked by telephone, copies of terms and our Privacy Policy which you will need to sign to confirm your agreement.
 - 3.3.4 You will need to bring signed copies of the various consent forms, these terms and Privacy Policy to the Initial Consultation.
 - 3.3.5 If we advise you that you need any Diagnostic Tests before the Initial Consultation you will be offered the opportunity to arrange Diagnostic Tests at one of CHL's clinics or at one of our recommended partners' clinics or you may go to another clinic of your choice. If you choose to use CHL clinics our prices are set out in the Price Guide.
- 3.4 **Initial Consultation:** You will receive an email reminding you of your Booking in good time prior to your Initial Consultation. Please see the Price Guide for details about the Initial Consultation.
- 3.5 The Clinician will discuss your treatment options with you during your Initial Consultation. You will need to consent to your chosen treatment(s) prior to the start of any treatment. **You must not sign any consent form if you either do not agree with the statements that you are being asked to agree or if you consider that anything is unclear. You should not sign any consent form until any questions that you may have are answered to your satisfaction. You may withdraw your consent after you give it by giving us reasonable notice/confirmation in writing of the withdrawal of your consent.**
- 3.6 **Booking a Treatment Plan Consultation:** You can make a Booking for a Treatment Plan Consultation at the Initial Consultation or by telephone afterwards. We will write to you by email to confirm details of your Treatment Plan Consultation including the date, location and fees.
- 3.7 A deposit (as set out in the Price Guide) will be required for the Treatment Plan Consultation before you can complete your Booking. The remainder will be payable at the Treatment Plan Consultation.
- 3.8 In order to proceed with your Treatment Plan Consultation you will need to have undergone the necessary Screening Tests in advance of your Treatment Plan Consultation. You will be offered the opportunity to arrange Screening Tests at one of CHL's clinics or at one of our recommended partners' clinics or you may go to another clinic of your choice. The Screening Tests are included in the fees for the Treatment Plan Consultation.
- 3.9 You will receive an email reminding you of your Booking in good time prior to your Treatment Plan Consultation.
- 3.10 **Cycles:** Following the Treatment Plan Consultation and completion of the Screening Tests, if your Clinician deems you eligible then you may proceed with the fertility treatments described in the Price Guide.
- 3.11 **Storage:** Please see our storage policy for details of our services relating to egg and embryo freezing.

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4. YOUR OBLIGATIONS TO US

- 4.1 It is your obligation to ensure that the information you provide us with to use our Service is correct.
- 4.2 You must always provide us with full, true and accurate information and correct any information already provided that later becomes or is found to be incomplete, untrue and/or inaccurate.
- 4.3 You must inform us without delay of any change in your personal circumstances that may be relevant to your treatment and/or to the consent given by you or a partner/donor/surrogate.
- 4.4 You must inform us of any change in your address and/or contact details. If we are unable to contact you in order to take your instructions and/or seek payment for frozen storage in accordance with our Price Guide then our rights under our storage policy will apply.
- 4.5 Unless we agree with you in writing to the contrary, you and any other person on whose behalf you are acting such as a partner/donor/surrogate and who has signed a consent form in respect of treatment will be jointly and severally liable for any monies owing to us in relation to that treatment. This means that we may seek payment from either of you.
- 4.6 You must comply with all laws applicable in the UK or any other location that you access the service from. If any laws applicable to you restrict or prohibit you from using the Service, you must comply with those legal regulations or, if applicable, stop accessing and/or using the service.

5. PROVIDING THE SERVICES

5.1 How we will provide the Services

- 5.1.1 We will perform the Services with all reasonable skill and care using qualified and registered medical practitioners ("Clinicians") working to levels of good clinical practice.
- 5.1.2 We confirm that the Clinicians we use will have all relevant consents and registrations including in accordance with HFEA requirements.
- 5.1.3 We confirm that all Clinicians are qualified to practice in the UK.
- 5.1.4 Whilst we make reasonable efforts to ensure that appointments run to time and in order to provide continuity of service, we cannot guarantee that appointments will not be delayed or that you will see the same Clinician on every visit.

5.2 What will happen if you do not provide required information to us

- 5.2.1 As we informed you in the description of the Services on our website and/or on the telephone and as set out at clause 3 above, we will need certain information from you so that we can provide the Services to you, for example, details relating to your medical history. If you do not provide us with the required information unfortunately we will not be able to provide the Services for you and you may be unable to complete a Booking or may be subject to a cancellation charge as described in the Price Guide. We also reserve the right to end the contract.
- 5.2.2 We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it. The same applies if we discover that the information you have provided is incorrect or misleading.

6. YOUR RIGHTS TO CANCEL A BOOKING

- 6.1 The law normally allows a contract made by website to be cancelled by you within 14 days. The exception to this is where you make an express request to us to provide the Service to you in that period. By making a Booking you acknowledge that you are making such an express request because we will perform our obligations in providing Services as soon as the Booking is made and therefore that the terms of this clause 6 apply.
- 6.2 Subject to termination of the contract in accordance with clause 6, once you have confirmed your Booking for an Initial Consultation or Treatment Plan Consultation then the cancellation terms in the Price Guide will apply.
- 6.3 Where you have paid for the Services and you are entitled to a refund in accordance with the Price Guide, then we will return the amount you are due:
 - 6.3.1 we will make the reimbursement without undue delay, and not later than 30 days after the day on which we are informed about your decision to cancel this contract; and
 - 6.3.2 we will make the reimbursement using the same means of payment as you used for the initial transaction, in any event, you will not incur any fees as a result of the reimbursement.

7. TERM AND TERMINATION OF THE CONTRACT

- 7.1 Subject to this section and clause 8, these terms will remain in full force and effect while you use our services.
- 7.2 You can always end the contract between you and us as set out in these terms by notifying us in writing. If you end the contract then cancellation charges may apply. Please see our cancellation terms.
- 7.3 We may suspend or terminate your rights to use the Service at any time and at our sole discretion, including for any of the following reasons:
 - 7.3.1 in the reasonable professional opinion of our Clinicians it is unsuitable for you to receive the relevant Service;
 - 7.3.2 our performance of the Services is affected by an event outside our control;
 - 7.3.3 to stop or change the Services to reflect changes in relevant laws and regulatory requirements;
 - 7.3.4 you have not provided us with valid consent (where required);
 - 7.3.5 you display abusive, violent or threatening behaviour unacceptable to us or any Clinician; or
 - 7.3.6 you do not co-operate with us in respect of the Services to be provided to you or if you do not comply with these terms or do not agree to any change in our terms.
- 7.4 If we decide to terminate the contract in accordance with clause 7.3 then we will be entitled to retain fees to cover our administrative costs for services provided up to the date of termination.
- 7.5 Where reasonably possible, we will explain to you the action we are taking, when that action takes effect and the reasons for it. When doing so we will also inform you of your right to challenge the action taken through our complaints process.
- 7.6 Upon termination of your rights under these terms, your right to use the Service will terminate immediately. You understand that any termination may involve deletion of your user content associated with you from our live databases for the purposes of complying with data protection law, provided that we may retain medical records in accordance with law and guidance.
- 7.7 CHL will not have any liability whatsoever to you for any termination of your rights under these terms, including for termination deletion of your user content. Even after your rights under these terms are terminated, the following sections of these terms will remain in effect: clauses 10 and 12.

8. IF THERE IS A PROBLEM WITH THE SERVICES

- 8.1 **How to tell us about problems:** If you have any questions or complaints about the Services, please contact us. You can read our complaints procedure here www.abcivf.co.uk/legal/complaints. You can also contact us by telephoning our team at 0330 0580 800 or by writing to us at Create Fertility, 150 Cheapside, London EC2V 6ET.
- 8.2 **Putting a problem right:** If you have raised an issue with our Service under clause 8.1 above, we will endeavour to put it right. Depending on the circumstances, we may:
 - offer you a full or partial refund; or
 - agree with you some other suitable solution.

9. PRICE AND PAYMENT

9.1 The price for our Services is set out in the Price Guide. If the price for all or any of our Services is not set out there for any reason and:

- 9.1.1 you have not paid a price or other consideration for the Services; and
- 9.1.2 the contract does not expressly fix a price or other consideration, and does not say how it is to be fixed

then we are entitled to charge you a reasonable price for our Services. However, we will always endeavour to provide full pricing information to you as set out above.

9.2 Our Price Guide is subject to change without notice

- 9.2.1 The price of any consultation/treatment will be confirmed to you at the time of Booking. These fees are set out in the Price Guide. Please note the costs of any excluded items as set out in the Price Guide.
- 9.2.2 If you decide not to proceed with an initial consultation or treatment plan consultation or treatment a cancellation charge may be charged. Please see our refund policy.

9.3 We will pass on changes in the rate of VAT.

- 9.3.1 All prices are in pounds sterling and VAT is applied at the applicable rate.
- 9.3.2 If the rate of VAT changes between your order date and the date we provide the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

9.4 When you must pay and how you must pay.

- 9.4.1 You must make an advance payment of 100% of the price of the Services in accordance with these terms. We reserve the right to cancel any appointment if payment has not been received.
- 9.4.2 Costs for medication, blood tests, intravenous sedation anaesthesia, in vitro maturation, additional scans, other laboratory tests and additional procedures can vary depending on your clinical need and your response to treatment. These are as set out in the Price Guide.
- 9.4.3 Drugs and consumables are not returnable or refundable.
- 9.4.4 Services are not refundable once performed and are otherwise subject to our terms relating to refunds and cancellations.
- 9.4.5 We accept payment by debit card, credit card and bankers drafts. We are unable to accept personal cheques, except for annual storage payment.

9.5 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate

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of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount

10. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 10.1 We do not seek to limit or exclude our potential liability for anything which cannot be legally limited or excluded. For example, the law does not permit any organisation to limit or exclude its liability if there is personal injury or death caused by negligence.
- 10.2 Other than under clause 10 our liability to you is limited to 150% of the price you have paid to us for the Services.
- 10.3 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to us reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the process of agreeing Services with us.
- 10.4 Access to, and use of our Services is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system or loss of data resulting therefrom.

11. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 11.1 Any personal information you provide to us whether provided through our website, in person, on a consent form, over the telephone or by email or otherwise will be processed in accordance with our Privacy Policy, a copy of which is supplied with these terms and available here: www.abcivf/legal/privacy.

12. OTHER IMPORTANT TERMS

- 12.1 **We may transfer this agreement to someone else:** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.3 **Which laws apply to this contract and where you may bring legal proceedings:** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.
- 12.4 **Alternative dispute resolution:** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the Independent Sector Complaints Adjudication Service (ISCAS). You can submit a complaint to them via their website at <http://www.iscas.org.uk>.