

Leicester Fertility Centre (University Hospitals of Leicester NHS Trust)

Patient Terms & Conditions

Important information regarding your care at the Leicester Fertility Centre

Please read these term and conditions (the “Terms”) carefully. Together with your Costed Treatment Plan or your confirmation of a consultation or any Service Request, they set out the terms upon which you will be provided with treatment and services at the Leicester Fertility Centre. Please note that if you are obtaining services from Access or any other third party provider, then the terms and conditions of the relevant third party provider will apply to those treatments and services. Therefore you should also read carefully any terms and conditions of those providers.

We may update these Terms from time to time, however you will be asked to agree to any new terms before they become effective for you.

Certain words or phrases are used frequently in these Terms and we have identified these by the use of capital letters and the relevant words or phrases are listed with their definitions at clause 15 of these Terms.

Please ensure you read these Terms carefully and in particular the sections in these Terms relating to the charges payable by you for the Services you receive (clauses 4.5 to 4.8) and the cancellation fees that may be applicable if you cancel any consultation (clause 3.7 and 3.14), any part of your Costed Treatment Plan or Service Request (clauses 3.16, 3.18, 9.2 and 9.4).

If you wish to check how much something costs, please ask. The Leicester Fertility Centre Price List can be found at: <https://www.leicesterfertilitycentre.org.uk/patients/private-treatment/price-list/> Alternatively, you can request a copy of the Price List by calling 0116 2585922 or emailing LFCinfo@uhl-tr.nhs.uk.

Please ask us if there is something that you would like explained further before you sign the Costed Treatment Plan.

Our terms

1. **These terms**

1.1 **What these terms cover.** These Terms together with any Costed Treatment Plan and any Service Request (if applicable and as defined below), form the agreement (referred to in these Terms as the “**Contract**”) on which we will supply services to you. A Contract commences when:

- (a) we confirm a consultation appointment with you (this will usually be when we confirm to you over the telephone and the Contract will come into effect when the appointment is agreed); or
- (b) you sign or confirm electronically a Costed Treatment Plan to confirm your agreement to proceed with a planned course of treatment; or
- (c) you sign a service request in relation to any additional non-treatment services (such as storage of eggs or sperm) (“**Service Request**”).

and in each case the Services will be provided in accordance with these Terms and the relevant consultation request, Costed Treatment Plan and or Services Request.

1.2 Our Contract with you continues until the services agreed for any consultation (including any diagnostic tests carried out at or after that consultation), Costed Treatment Plan or additional services are completed or are terminated in accordance with these Terms (see clause 9 and clause 10 below for details of when a Contract will come to an end).

1.3 **Why you should read them.** Please read these Terms carefully before you request a consultation, confirm your agreement to a Costed Treatment Plan or an additional Service Request. 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.

2. **Information about us and how to contact us**

2.1 **Who we are.** The Leicester Fertility Centre is part of University Hospitals of Leicester NHS Trust operating at Ground Floor, Kensington Building, Leicester Royal Infirmary, Leicester LE1 5WW. When you enter into a Contract with us your Contract is with University Hospitals of Leicester NHS Trust.

2.2 **What we provide.** We offer a range of services to help individuals who are seeking care and treatment in relation to fertility. Our Services are further set out below at clause 3 and, where we have agreed a Costed Treatment Plan, the specific services we will provide to you will be set out in a Costed Treatment Plan. Where you have requested that we freeze

and or store any eggs, sperm or embryos, the details of those services will be set out in the Service Request.

- 2.3 **What we do not provide.** We work with a number of third party providers (such as overseas clinics in relation to egg donations) ("**Partner Providers**"). We will tell you when we are proposing the use of a service from a Partner Provider. You do not have to accept the services of our Partner Providers and can choose your own third party providers if you prefer. **The terms and conditions of the relevant third party, whether our Partner Providers or your own chosen provider, will apply to the treatments and other services that those providers provide to you in connection with your Costed Treatment Plan and we are not responsible for any services provided by a third party.** Therefore you should also **read carefully any terms and conditions of those providers.**
- 2.4 **How to contact us.** You can contact us by telephoning us at 0116 258 5922 or by writing to us at LFCinfo@uhl-tr.nhs.uk or Leicester Fertility Centre, Leicester Royal Infirmary, Infirmary Square, Leicester LE1 5WW.
- 2.5 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us and set out in your consultation confirmation, Costed Treatment Plan and or Services Request.
- 2.6 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. **Our Services**

- 3.1 **Consultation.** The first stage of our services, prior to any treatment commencing is a consultation with a clinician.

Booking a consultation

- 3.2 You may make an enquiry to book a consultation through the contact details set out on our website. We will arrange a consultation by telephone or email correspondence. When we confirm the date and time of the initial consultation we will also send you a copy of these terms. Our Contract with you is made when you agree to the initial consultation date and make the requisite payment.

Cost of consultation

- 3.3 The cost of the initial consultation will be as set out on the Leicester Fertility Centre Price List available at: <https://www.leicesterfertilitycentre.org.uk/patients/private-treatment/price-list/>

3.4 In agreeing to attend the consultation, you are agreeing to pay the consultation fee.

Cancellation of initial consultation

3.5 You may cancel the consultation at any time prior to the consultation appointment date by confirming in writing in response to the confirmation email we send you. Where you cancel within 14 days of the date of confirmation all fees paid will be refunded unless we have carried out any services during those 14 days.

3.6 If you agree to an initial consultation and or any diagnostic tests being carried out before the end of the 14 day cancellation period, then you accept that we may incur costs in carrying out the tests or in preparation for the consultation and that you may be charged in accordance with clause 3.7 below even though the cancellation was made in the 14 days following the date of confirmation.

When you will be charged even though you have cancelled a consultation

3.7 **If you cancel your consultation less than 48 hours (two days) before the consultation, we will charge you:**

- (a) 30% of the relevant fee in recognition of the administrative costs incurred in relation to providing the consultation to you; and
- (b) you will also be charged for any diagnostic tests actually carried out.

What happens at the initial consultation?

3.8 At the initial consultation, the clinician will discuss your circumstances and the results of any diagnostic tests received before the consultation. The clinician will also discuss your treatment options with you and will tell you the costs of those options. The clinician will also discuss any additional diagnostic testing required.

3.9 We may require diagnostic tests to be carried out before you attend the initial consultation so that the clinician can review the results and discuss them with you at the appointment. We will inform you of any such requirement at the time you book your consultation. The costs of those tests will be in accordance with the Leicester Fertility Centre Price List and will be confirmed to you at time of booking and set out in the email confirmation we send to you.

3.10 During or before a consultation, the clinician may review diagnostic results that you provide to us which you have obtained from other fertility centres. Please note that those results may not be suitable for the purposes of your treatment with us and further diagnostic testing may therefore be required. The suitability of any diagnostic results will depend on a number of factors which include the testing platforms which have been used,

the reference ranges, the accreditation status of the laboratory service which carried out the tests and the time interval since the tests were carried out.

- 3.11 If you do not have any results of diagnostic tests or those that you do have are not suitable for determining your treatment then the clinician will discuss with you the diagnostic tests that may be required and how these will influence your Costed Treatment Plan. Where any diagnostic tests are carried out at a consultation, the costs of those tests will be in accordance with the Leicester Fertility Centre Price List and will be confirmed to you at your consultation.

Planning consultation

- 3.12 Following the review of the diagnostic tests or the carrying out of new or further tests, we will arrange a further planning consultation with you. At that planning consultation, we will discuss your Costed Treatment Plan, the options in relation to the Costed Treatment Plan and the possible variations to the Costed Treatment Plan.

Cost and cancellation of planning consultation

- 3.13 The planning consultation will be charged at the rates set out in the Leicester Fertility Centre Price List.
- 3.14 You may cancel the planning consultation at any time prior to the consultation by confirming to us by email. As for the initial consultation you will be charged for all fees incurred up to the date of cancellation. If you cancel less than 48 hours before the planning consultation we will charge you 30% of the relevant fee in recognition of the administrative costs incurred in relation to providing the consultation.

Treatment Plan

- 3.15 **We cannot guarantee the success of any Costed Treatment Plan nor the specific outcome for each patient and we may have to update your Costed Treatment Plan according to the specific outcomes.** We will discuss this with you as far as possible at the planning consultation.
- 3.16 You will need to consent to your chosen treatment(s) prior to the start of any treatment by completing and signing the Costed Treatment Plan provided to you after the initial consultation together with any specific consents as required by the Human Fertilisation and Embryology Authority. In signing the Costed Treatment Plan, you will also be providing your consent to the treatment proposed and after signing you will only be able to end the treatment for reasons which are set out in these Terms.

Important: Do not sign the Costed Treatment Plan if you do not wish to consent to the treatment proposed or if anything is unclear. If you have any questions please ask us before signing.

After signing, you may still cancel the Contract for any reason at any time however you will have to pay for the treatment and services which you receive.

You must pay for the treatment before the treatment commences (see clause 4.5 for more details of your payment obligations).

- 3.17 **You may cancel treatment at any time after signing the Costed Treatment Plan or the Service Request by giving us notice in writing (including by email) of the cancellation.**
- 3.18 If you notify us of a cancellation after a treatment or provision of additional services has started, you may be charged for the Services you have received and any refunds will be made in accordance with the Refund Policy. **Where you cancel any treatment less than 48 hours before the date of the treatment we will also charge you a fee in recognition of the administrative costs incurred in relation to providing the consultation and in accordance with the Refund Policy.** See clause 9 below (*Your rights to end the Contract*).
- 3.19 **Medication.** The costs of medication are not included in the fees for your treatment. Due to the nature of the treatments we provide, responses to medication doses are subject to change. **Therefore, in order to ensure your treatment can continue uninterrupted, we require patients to collect their prescriptions from the pharmacy on site at University Hospitals of Leicester NHS Trust.** In the Costed Treatment Plan, we will provide an estimate of the costs of the medication needed based on your age and screening results. If our clinicians assess that the dosage of any medication needs to be changed, we will provide details of any additional medication costs as soon as practically possible.
- 3.20 If you achieve a pregnancy, additional medication may be prescribed to maintain the pregnancy and you will be required to pay for such additional medication.
- 3.21 We will not provide a refund for any unused medication.
- 3.22 **Treatment dates.** We will not confirm treatment dates until after you have made payment for the treatment and you have completed a time period on the relevant medication. This is because we need to monitor your reaction to the medication before we can commence treatment. We will discuss the relevant time periods with you at the initial consultation and or the planning consultation. Where a donor is required to be identified prior to treatment

we will not confirm those treatment dates until the donor has been identified (see clause 4.6 below).

- 3.23 **Storage and freezing services.** Where you require embryo or sperm freezing services, these will be charged at the rates set out in the Leicester Fertility Centre Price List. Frozen embryos or sperm will be retained in accordance with the period agreed with you provided the relevant payment is made. We will contact you at least six months prior to the end of your storage consent period any embryos or sperm. Where you choose to freeze embryos or sperm, we will provide details of the costs of this facility in accordance with the Leicester Fertility Centre Price List and the Refund Policy.
- 3.24 **Third party services.** We provide limited donor services for eggs, sperm or embryos. We do however have relationships with other providers and where these services are required, we will provide you with the details of our Partner Providers (as described at clause 2.3 above).
- 3.25 **Multi-Cycle and refund programmes.** We work with Access Fertility Limited ('Access') in the provision of multi-cycle and refund programmes. If you are obtaining services via Access, these Terms will not apply to the treatments you receive by us under the programmes offered by Access. Instead, the terms under your agreement with Access will apply to these treatments. **Please read your terms with Access carefully.**

4. **Price and payment**

- 4.1 **Where to find the price for the Services.** The price of the Services will be the price set out in in the Costed Treatment Plan or Service Request we provide to you together with any updates to the Costed Treatment Plan we send where we have agreed any changes to the Costed Treatment Plan or Services Request in writing with you.
- 4.2 The price of your medication will be estimated as referred at clause 3.19 by reference to our medication price list (available on our website and as amended from time to time) <https://www.leicesterfertilitycentre.org.uk/patients/private-treatment/price-list/> As mentioned above, we require patients to collect their prescriptions from our onsite pharmacy in order to ensure that you continue your treatment uninterrupted.
- 4.3 **Price List.** When we agree to hold any consultation with you or we agree your Costed Treatment Plan with you, the prices for the consultations and treatment will be as set out on the Price List applicable at the date of agreement to the treatment (the date of agreeing the consultation or the date of the relevant Costed Treatment Plan or Services Request). We will try to ensure that the Costed Treatment Plan covers all treatment required however we cannot always predict what other treatment will be required and where additional treatment is required the price will be as stated in the Price List which applies at the date of agreeing the treatment.

- 4.4 **Changes to the Price List.** The Price List will state the next date of review of prices and we will not usually increase prices on the Price List before the relevant review date. At a review date we will only increase prices in accordance with any increase to the cost of providing the relevant services by reference to the consumer price index and such increases will not usually exceed 10% over any two year period.
- 4.5 **When you must pay and how you must pay.** You must pay the price of the Services in advance of your consultation or (as applicable) the commencement of the treatment set out in your Costed Treatment Plan or Service Request. We will not be required to carry out and may cancel any appointment, treatment or service if payment has not been received for the relevant service (see clause 10.1).
- 4.6 Where the treatment and/or the services you require are dependent on the identification of a donor, we will not require payment or commence any treatment before a suitable donor has been identified. You will be invoiced by the third party providers separately for any services they provide as part of your treatment.
- 4.7 We will invoice you in advance for the Services. You must pay each invoice within 30 calendar days after the date of the invoice provided that such payment is made before the services or treatment commences. You can pay by debit or credit card (except for American Express). We do not accept cash or cheque payments. Failure to pay for freezing and storage services may lead to the stored embryo(s), egg(s) and/or sperm being removed from storage (we will give you notice before doing this (see clause 3.23).
- 4.8 **We can charge interest if you pay late.** If you do not make any payment to us by the due date (see clause 4.7) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate 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.
- 4.9 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 4.10 **Refunds.** Any refunds, whether following termination of treatment or as a result of a change to a Costed Treatment Plan or a Service will be processed back onto the credit or debit card you paid with and will be calculated in accordance with the Refund Policy published on our website as updated from time to time <https://www.leicesterfertilitycentre.org.uk/patients/private-treatment/price-list/>
Please allow up to 7 days for the funds to appear in your account.

4.11 **Multi-cycle, unlimited or refund programmes.** If you participate in a programme offered by Access or any other third party provider, your payment terms with Access or the third party provider will apply. Any refunds requested under those programmes will also be subject to your terms with Access or the relevant third party provider.

5. **Your rights to make changes**

5.1 If you wish to make a change to the Services and/or the Costed Treatment Plan, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services and/or the Costed Treatment Plan, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are not suitable to you, you may consider terminating the Contract and seeking a refund for the Services you have paid for but which have not been provided.

6. **Our rights to make changes**

6.1 **Changes to the Services.** We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements (such as restrictions imposed by the Government for health and safety reasons which require us to halt face to face services);
- (b) to reflect changes necessary as a result of a medical assessment of your response to treatment or other health concerns. If any changes to the Costed Treatment Plan are needed, we will inform you as soon as possible of any impact on the costs of the treatment and will request your consent to proceed with the changes in the treatments you receive;
- (c) where you do not consent to continue a treatment;
- (d) to implement technical adjustments and improvements to the administration of the Services, we will let you know about any such changes if they will affect your use of the Centre or the treatment or services provided to you; and
- (e) if a Partner Provider or other third party changes the services they offer in such way that that it impacts the Services provided by us.

6.2 We will notify you as soon as possible and inform you how the change may impact the Services and/or your Costed Treatment Plan. Such a change may include a change in the cost of the treatment payable by you. If you do not accept such changes, you may contact us to terminate the Contract before the changes take effect and receive a refund for any Services paid for but not provided.

7. **More significant changes to these terms. We may make other changes to these terms, but if we do so we will notify you and you may then contact us to end the**

Contract before the changes take effect and receive a refund for any services paid for but not provided.

8. Providing the Services

- 8.1 **When we will provide the Services.** We will provide the Services in accordance with the relevant consultation arrangements, Costed Treatment Plan and or Service Request together with these Terms. We will provide the Services until the services are complete, you end the Contract for the services as described in clause 9 or we end the Contract by written notice to you as described in clause 10.
- 8.2 We will use our reasonable care and skill to provide the Services. Our staff are trained, qualified and experienced in the activities they are undertaking. However, we are not able to give a guarantee that participating in a Costed Treatment Plan, will result in pregnancy or a live birth. Whilst we make reasonable efforts to ensure that appointments run to time and to provide continuity of service, we cannot guarantee that appointments will not be delayed or that treatment will be provided to a guaranteed timetable. The timetable will be subject to change subject to your health needs and the nature of the treatment. Where there are changes to the expected timescale, we will discuss these with you.
- 8.3 We will also provide you with information about our Services and we will use reasonable endeavours to ensure these are up to date. Fertility treatments change as medical research progresses and therefore the Services may not always be carried out in accordance with our leaflets. Where possible we will identify any changes to you.
- 8.4 **Change of clinician.** We are unable to guarantee that your treatment will be carried out by a specific medical consultant or the same clinician throughout the course of your treatment. If you require your treatment to proceed with a specific medical consultant, please let us know and we will endeavour to refer you to another HFEA licensed clinic.
- 8.5 **We are not responsible for delays outside our control.** If our performance of the Services is affected by an event outside 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 but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received. **Please note that commencement of some treatments are dependent on suitable donors being identified and we cannot guarantee the timeframe within which such donors can be identified.**
- 8.6 **What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the Services to you, for example, up to date contact details and details of any known health issues.

8.7 If you do not provide us with any information we require, or you provide us with incomplete or incorrect information, we may either end the Contract (see clause 10.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. 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.

8.8 **Reasons we may suspend the services.** We may have to suspend the services to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements;
- (c) comply with relevant law or regulation;
- (d) make changes to the Services as requested by you or notified by us to you (see clause 6).

8.9 **Your rights if we suspend the Services.** We will contact you in advance to tell you we will be suspending the Services, unless the problem is urgent or an emergency. If we suspend the Services, or tell you we are going to suspend them, for a period of more than four weeks, we will refund any sums you have paid in advance for Services not provided to you.

8.10 **We may also suspend the Services if you do not pay.** Whilst all payments are required before Services are carried out, if you do not pay us for the Services when you are supposed to (see clause 4.5) and you still do not make payment within 15 days of us reminding you that payment is due, 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 the provision of the Services.

8.11 We will not suspend the Services where you dispute an unpaid invoice (see clause 4.9). We will not charge you for the Services during the period for which they are suspended. However we can charge you interest on your overdue payments (see clause 4.8) whilst the Services are suspended.

9. **Your rights to end the Contract**

9.1 **You can always end the Contract before the services have been supplied and paid for.** You may contact us at any time to end the Contract for the Services, but in some circumstances we may charge you certain sums for doing so, as described below and in clause 3 above (*initial consultation, planning consultation, treatment*).

9.2 **Ending the Contract.** As noted at clause 3, you may cancel the Contract at any time for any reason and we will refund you in accordance with our Refund Policy and in accordance

with these terms for any services which have not been provided or have not been properly provided. Whilst you may cancel the Contract for any reason we note in particular that you may want to cancel the Contract for the following reasons:

- (a) we have told you about an upcoming change to the Services and/or Costed Treatment Plan or these terms which you do not agree to (see clause 7);
- (b) we have told you about an error in the price or description of the Services you have sought and as a result you do not wish to proceed;
- (c) there is a risk the Services may be significantly delayed because of events outside our control;
- (d) you have become pregnant and or have successfully had a live birth; provided that in this case some Services are likely to continue but a Costed Treatment Plan will come to an end. We will discuss with you the next stage Services required;
- (e) we suspend the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four weeks; or
- (f) you have a legal right to end the Contract because of something we have done wrong.

9.3 In relation to the fees payable for an initial consultation, the planning consultation and any subsequent consultation, as noted at clause 3.7 above, if you cancel less than 48 Hours before the consultation you will be charged 30% of the consultation fee.

9.4 **If you do not attend any treatment or consultation and do not give us notice that you will not attend** then you will be charged the costs we incur as a result. Where you do not attend a consultation or any treatment for example, we will charge you the basic fee for the consultation or treatment as the clinician will have made themselves available and carried out necessary preparation and the relevant location will have been reserved and made ready.

9.5 **HFEA Fees are non-refundable.** Certain fees are payable to the Human Fertilisation and Embryo Authority in relation to fertility treatments as part of patient and treatment registration requirements. Those fees will be included in the payment you make to us in respect of treatments and services and that element of the fee will not be refundable.

9.6 **Medication.** We will not provide a refund for any unused medication.

10. **Our rights to end the Contract**

10.1 **We may end the Contract if you break it.** We may end the Contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 15 days of our reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;
- (c) you do not provide the required consent to allow treatment to proceed or continue;
- (d) except in exceptional circumstances, you do not attend any consultation or treatment and do not give us notice that you will not be able to attend; or
- (e) you do not comply with medical advice in relation to the treatment provided or do not comply with these Terms or any policies in relation to the treatment that we provide to you from time to time. We will only terminate the Contract in these circumstances after discussing our concerns with you and where we are concerned that continuing to provide the treatment in the circumstances will not be beneficial to you or your behaviour causes a risk to other patients or our staff.

10.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the costs we incur or will incur as a result of your breaking the Contract.

10.3 **We may stop providing the Services.** There may be circumstances where we need to stop providing the Services. This may be where we are no longer able to provide the treatments as expected as a result of lack of staff or equipment or Government public health measures preventing us from providing the treatments. In accordance with our HFEA licence, we have reciprocal agreements in place with other local HFEA licensed clinics in the event the Centre is unable to operate on site. However, if you do not wish to be treated at another location, where possible we will let you know at least four weeks in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

11. **If there is a problem with the services**

11.1 **How to tell us about problems.** Our aim is to provide the highest possible standard of service to all our patients. We hope you are happy with the information and treatment we provide. If you are not there are number of ways to make a complaint/express your concerns.

11.2 If you have any questions or complaints about the Services, please contact any member of staff at the Centre. You can contact us by telephoning us at 0116 258 5922 or by writing to us at LFCinfo@uhl-tr.nhs.uk or at Trust Headquarters, Gwendolen House, Gwendolen Road, Leicester LE5 4QF, for the attention of Chief Executive.

- 11.3 Should you remain dissatisfied with the way your complaint has been handled, you have the right to ask the Parliamentary Health Service Ombudsman (PHSO) to review your complaint. However, we would very much like to resolve any ongoing issues for you. Therefore, please do contact us if you would like to discuss these issues further.
- 11.4 If you feel that we are unable to assist you further and remain unhappy, please contact the PHSO at: The Parliamentary & Health Service Ombudsman, Millbank Tower, Millbank, London, SW1P 4QP. Email: phso.enquiries@ombudsman.org.uk Telephone: 0345 0154033
- 11.5 You may also contact the following bodies:
- (a) **Patient Information and Liaison Service (PILS)** Freephone: 0808 178 8337, Fax: 0116 258 8661, Email: pils@uhl-tr.nhs.uk, Online: www.leicestershospitals.nhs.uk/patients/patient-welfare/patient-information-and-liaison-service/contact-form/
 - (b) **NHS commissioning concerns.** Concerns about NHS commissioning criteria should be addressed to: Greater East Midlands Commissioning Support Unit, 3rd Floor North, Cardinal Square 10, Nottingham Road, Derby DE1 3QT
 - (c) **Care Quality Commission (CQC)** You can also address a complaint to the CQC; the independent regulator of all health and social care services in England. The Care Quality Commission monitors, inspects and regulates hospitals.

CQC National Customer Service Centre, Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA, Telephone: 03000 616161 <http://www.cqc.org.uk/>
 - (d) **Human Fertilisation and Embryology Authority** Complaints and feedback about your treatment can be addressed to the Human Fertilisation and Embryology Authority: 10 Spring Gardens, London, SW1A 2BU, UK www.hfea.gov.uk
- 11.6 Please be assured if you make a complaint, future healthcare will in no way be prejudiced.
- 11.7 **Complaints in relation to services provided by third party providers.** If you have a question or there is a problem in connection with the services provided by a Partner Provider or any third party provider, please contact the third party provider. Please contact us if you require the contact details of a relevant Partner Providers.
- 11.8 **Summary of your legal rights.** See the box below for a summary of your key legal rights in relation to the services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

The Consumer Contracts Regulations 2013 say:

- when you enter into a contract for services over the telephone or online you have a legal right to change your mind within 14 days of entering into the agreement and to receive a refund unless you agree to services being provided to you during that period when reasonable costs can be charged.

12. **Our responsibility for loss or damage suffered by you**

12.1 **We are responsible to you for foreseeable loss and damage caused by us in relation to Services provided 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 breaking this Contract or our failing to use 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 consultation process. We are not responsible for any loss or damage arising from services or treatments provided by a Partner Provider or any third party provider.

12.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are as described and supplied with reasonable skill and care.

13. **How we may use your personal information**

13.1 **How we will use your personal information.** We will use the personal information you provide to us, and which we obtain during the course of providing the services to:

- (a) Provide and manage the services;
- (b) process your payment for such services;
- (c) if you agreed to this during the order process, to inform you about similar products and services that we provide. You may stop receiving these communications at any time by contacting us; and
- (d) comply with legal, governance, regulatory and professional requirements.

13.2 We will comply with our obligations under data protection law in how we handle your personal information. We will also comply with the HFEA Code of Practice. This contains information about how information may be used and shared in the context of the provision of fertility services.

13.3 More information about how we use personal information is set out in our privacy notice, which can be found. <https://www.leicesterfertilitycentre.org.uk/patients/contact-us/privacy-policy-web/>

13.4 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

14. **Other important terms**

14.1 **Identification.** We are required by law to verify the identity of all patients including their partners. The Centre will take your photographs at your initial visit which will be stored on our secure database as a record of a relevant sperm or egg provider. Photographic identity will also be requested to verify your identity. Driving licences are not accepted. We reserve the right to refuse to provide the Services if you refuse to have your photograph taken.

14.2 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under a Contract with you on 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. If you are unhappy with the transfer you may contact us to end the Contract within 28 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.

14.3 **Nobody else has any rights under this Contract.** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 14.4 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 14.6 **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. If you live in Scotland you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.
- 14.7 **Alternative dispute resolution.** As noted at clause 11, you are entitled to refer any concern or complaint to the Parliamentary Health Service Ombudsman for review if you are not satisfied with our response to your concern.
15. **Definitions:**
- a. **“Centre”** means the University Hospitals of Leicester NHS Trust.
 - b. **“Costed Treatment Plan”** means the plan for treatment proposed for you including the costs of that treatment and the anticipated timetable for treatment.
 - c. **“Contract”** has the meaning given to it in clause 1.1
 - d. **“HFEA”** means the Human Fertilisation and Embryology Authority.
 - e. **“Leicester Fertility Centre”, “Centre”, “we” or “us”** means the Leicester Fertility Centre, Leicester Royal Infirmary, Infirmary Square, Leicester LE1 5WW, where you receive your Care.
 - f. **“NHS”** means the National Health Service.
 - g. **“Partner Providers”** means third party providers (such as overseas clinics in relation to egg donations) with whom we work.
 - h. **“Price List”** means the price list for the Services as shown on our website and as amended from time to time.

- i. **“Private Patients”** means all patients that are not NHS patients and includes patients who are covered by medical insurance and patients who are paying for their own treatment, whether by way of a Costed Treatment Plan or otherwise.
- j. **“Refund Policy”** means the refund structure applicable in the event of a halted treatment and/or service as published on our website and updated from time to time.
- k. **“Services”** means fertility treatment services and associated services.
- l. **“Service Request”** means any additional non-treatment services (such as storage of eggs or sperm).
- m. **“Terms”** means these terms and conditions.