

These Terms apply to private patients of Fertility Professionals Ltd trading as “Dr Kat Fertility” (the “Doctor”).

They sit alongside your personalised Treatment Plan and the Patient Price List. If there is any conflict, these Terms take precedence, except that prices are governed by the Price List/Treatment Plan current at the time your Treatment Plan is issued.

By booking or paying for services, you agree to these Terms.

1) Who we are and how we work with others

- The “Doctor” provides: consultations, ultrasound scans and phlebotomy in a CQC-regulated setting, plus clinical planning and care coordination.
- “HFEA Clinic”: an HFEA-licensed clinic where regulated procedures occur (e.g., egg collection, embryo culture/transfer, storage).
- “Labs”: independent diagnostic providers (e.g., pathology/genetics) that analyse samples and report results.
- The HFEA Clinic and Labs are independent providers and are responsible for their own services, staff, equipment, couriers and pricing. We coordinate delivery and reasonable handover to those providers.
- Bundled packages: For bundled treatment plans, you contract with Dr Kat Fertility as principal for the overall package. Your invoice may include third-party services and charges either as pass-through or with a margin to cover administration and overhead. The composition of included third-party components is shown in your Treatment Plan. Independent providers remain responsible for the clinical/technical performance of their own services. Your statutory rights against us are not affected.
- Your Treatment Plan will identify the relevant HFEA Clinic/Lab(s) and any expected third-party components.

2) Your Treatment Plan and the Price List

- Your Treatment Plan is a personalised, fully costed plan using the latest Patient Price List at issue.
- Prices may be updated from time to time; always obtain a fully costed plan before committing.
- Deposits and timing for payments are shown in your Treatment Plan.

3) Consents and regulatory requirements

- If you have treatment in an HFEA-licensed setting, you must complete the required HFEA consent forms (e.g., treatment, storage and where relevant legal parenthood) before treatment. The HFEA Clinic administers these consents, provides required information and offers counselling before consent is taken.
- Where storage is involved, you may need to renew storage consent periodically under law and clinic policy (e.g., periodic re-consent up to the maximum lawful storage period).
- Note: Your HFEA Clinic will advise on the specific consent forms and timing for re-consent.

4) Scope of services and third-party responsibilities

- The Doctor directly provides consults/scans/blood tests and clinical planning/coordination.
- Regulated procedures (egg collection, embryo transfer, storage) are delivered by the HFEA Clinic. Diagnostic testing is delivered by the designated Lab(s).
- Where third-party services are included in your package price, we will coordinate delivery and reasonable handover. If a third-party fails to deliver an included service, we will seek re-performance or a suitable substitute where feasible. If this cannot be arranged within a reasonable time, we will provide a refund or price adjustment for the undelivered component in line with section 7. Nothing in these Terms excludes liability that cannot be limited by law.

5) Information, screening and medicines

- Please provide accurate, complete medical information and update us promptly about any changes.
- Mandatory pre-treatment screening may apply. If valid results from an ISO 15189-accredited laboratory are accepted, your plan may reflect a reduction as described in the Price List.
- Medicines: Once dispensed, medicines are non-returnable and non-refundable, except where required by law (your statutory rights are not affected).

6) Prices, payments and third-party costs

- Your Treatment Plan itemises the total price payable to Dr Kat Fertility for your package and, where relevant, identifies included third-party components.
- Some third-party costs may be pass-through and some may include a margin to cover administration and overhead; this will be indicated in your plan. We do not disclose internal cost or margin information.
- If a known third-party cost changes before you commit and pay, we will issue an updated plan for your approval. After payment, price changes will not apply unless you agree to a variation.
- You are responsible for paying the Doctor's fees and any included third-party components as itemised in your plan (unless you pay a third party directly under its terms).
- No services will be provided until required deposits/fees are received, as set out in your Treatment Plan.
- If any invoice remains unpaid after the due date, Dr Kat Fertility reserves the right to charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate, accruing daily from the date payment becomes due until the date payment is received in full (whether before or after judgment). Dr Kat Fertility may also charge reasonable administrative costs associated with debt recovery and suspend further services until payment is settled in full.

7) Cancellations and refunds – unified Refund Policy

- We use a fair, stage-based approach. If you cancel, we refund prepayments for services not yet provided, less reasonable, genuine costs already incurred (including clinical time delivered, investigations performed, consumables used, and non-recoverable third-party charges). This applies across all pathways. For bundled packages, refunds are calculated component-by-component to reflect services not delivered and any non-recoverable third-party charges already incurred. The items that might be refundable if not used are marked in the price list with an asterisk (*)

a) General rules

- Consultations:
 - Rebook/cancel at least 48 hours before: no fee.
 - Less than 48 hours' notice or non-attendance: full consultation fee payable.
- Diagnostics and medicines:
 - Once a sample has been collected/posted or medicines dispensed, charges for those items are non-refundable (statutory rights unaffected).
 - If a Lab confirms loss/damage attributable to the Lab/courier, the remedy is a re-test at no charge or a refund of the affected test fee where feasible.
- Across all pathways, blood tests already performed and medicines dispensed are non-refundable (statutory rights unaffected).

b) Pathway-specific triggers and typical refundable components

The exact components applicable to you will be listed in your Treatment Plan. Amounts are not included here; those are in your personalised plan/Price List.

- IVF/ICSI (fresh transfer)
 - Cancelled before trigger: refund of components not delivered (e.g., procedure and any listed transfer/clinic fee not delivered).
 - No eggs collected/no mature eggs/premature ovulation on collection day: partial refund of non-delivered components (e.g., transfer/clinic fee components not delivered).
 - Fertilisation/cleavage failure: partial refund of non-delivered components (e.g., transfer/clinic fee components not delivered).
 - ICSI: not refundable once performed or if included as part of the cycle package.
- IVF “freeze-all”
 - Cancelled before trigger: refund of components not delivered.
 - Premature ovulation/no or no mature eggs: partial refund of non-delivered components (e.g., freezing/clinic fee components not delivered).
 - Fertilisation/cleavage failure: partial refund of non-delivered components (e.g., assessment or freezing components not delivered).
- Egg thaw & embryo transfer
 - Egg-thaw failure/no eggs suitable: partial refund of non-delivered components (e.g., transfer/clinic fee components not delivered).
 - Fertilisation/cleavage failure: partial refund of non-delivered components not performed (e.g., transfer/clinic fee components not delivered).
- FET (frozen embryo transfer)
 - Thaw fails, no transfer occurs, and no further embryos available: the HFEA fee component is refundable; drugs/tests already performed remain non-refundable.
- IUI
 - Abandoned during stimulation before insemination is scheduled: partial refund of non-delivered components; drugs/tests already performed are non-refundable.
- Egg freezing
 - Cancelled before trigger: refund of components not delivered.
 - Premature ovulation/no or no mature eggs for freezing: partial refund limited to non-delivered components (e.g., cryostorage component if not initiated); drugs/tests already performed are non-refundable.
- Donor eggs
 - Donor eggs are supplied and priced by the donor egg bank/provider. Any thaw-failure refund is provided by the egg bank under its terms. Package component refunds follow the stage-based principles above for non-delivered elements.
- How to request a refund: If we have not actively provided you with the refund or credit note, please contact us on the patient app or email us with your name, DOB, pathway and the item(s) you believe are refundable. We will confirm eligibility and amounts within a reasonable timeframe and process approved refunds to your original payment method.

8) Samples, Labs and transport

- Labs set their own sample acceptance criteria (e.g., correct labelling, documentation, stability/transport times). If a sample is unlabelled/damaged or documentation is incomplete, Labs may reject or delay processing.
- Some kits have maximum transport times and packing rules; please follow the kit instructions.
- If using a Lab's courier or postal service, that provider's operating hours, zones, charges and packing rules apply.
- Risk transfer: Once a properly prepared sample is handed to the Lab's designated courier/postal service in line with instructions, the risk of loss/damage passes to the Lab/courier. Remedies for loss/damage attributable to the Lab/courier are limited to re-collection/re-testing with a comparable test where feasible or a refund of the affected test fee.

9) Third-party multi-cycle or "refund" programmes

- If you enter a third-party multi-cycle or money-back programme, that is a separate contract governed by the provider's eligibility and refund rules. The Doctor does not underwrite or guarantee third-party refunds.

10) Complaints

- We operate a complaints process and will coordinate with the HFEA Clinic or Lab where the issue concerns their services. You may also use the HFEA Clinic's or Lab's own complaints procedures for their services.

11) Outcomes and risks

- No provider can guarantee success or the absence of complications. Outcomes depend on multiple clinical factors. We will provide care with reasonable skill and care.

12) Force majeure

- We are not liable for delay or failure caused by events beyond our reasonable control. We will take reasonable steps to mitigate and keep you informed.

13) Liability

For services the Doctor directly provides, our total liability to you is capped at the total fees you have paid to us for those services in the 12 months prior to the event giving rise to the claim.

For bundled packages including third-party elements, your remedies for a third-party's failure to deliver an included component are re-performance, a suitable substitute, or a refund/price adjustment for the undelivered component as set out in section 7.

Nothing in these Terms limits liability that cannot lawfully be limited (e.g., death/personal injury caused by negligence, fraud).

14) Changes to these Terms

We may update these Terms to reflect regulatory or operational changes. The version referenced in your Treatment Plan applies to your episode of care.

15) Governing law

These Terms are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.