

## Terms and Conditions (“Terms”)

**Please read these Terms carefully. By using Our Website You agree to be bound by the same. Where You purchase a Service from Us, subject to these Terms, please ensure you read these Terms thoroughly before purchasing and agreeing to the provision of Services by Us.**

### 1. Application

#### 1.1 These Terms govern:

- how visitors make use of this Website;
- the supply of our Services purchased directly from our Website; and
- the supply of our Services manually entered into and agreed to via email.

We are Your IVF Abroad Limited, a company registered in England and Wales under number 12193757 whose registered office is at Duke Street Business Hub, Duke Street, Skipton, North Yorkshire, BD23 2HQ with email address [hello@yourivfabroad.co.uk](mailto:hello@yourivfabroad.co.uk); (the **YourIVF** or **Us** or **We**).

#### 1.2 These Terms constitute the basis upon which We provide our Services to You. By engaging Us for the Services, including purchasing Our Services via Our Website, You agree to be bound by these Terms thus entering into a legally binding contract with Us. You may only engage Us for Services if You are eligible to enter into a contract and are at least 18 years old.

#### 1.3 These Terms together with a Consent Form, which you will be required to sign (for purchases not made via Our Website) and any Ways of Working document (for purchases not made via Our Website) govern the relationship between You and Us and contain the entire agreement between You and Us for the provision of the Services.

### 2. Definitions

**Consent Form** means the document You must, for purchases not made via Our Website, agree to sign before the Engagement will be entered into, construed in accordance with these Terms. An exception to this being where You purchase our Services online directly via our Website;

**Engagement** the legally-binding agreement between You and Us for the supply of the Services;

**Enquiry Form** means the information which must be submitted through the Website or through other means to solicit a callback or return e-mail from Us regarding a potential Engagement;

**DIY ToolKit Programme** means the purchase of 5 pre-recorded training videos containing generic information on the process of having fertility treatment in Europe. All training videos will be made available to You immediately upon purchase of the same via our Website;

**Fertility Pharmacy Introduction** means We may introduce You to a pharmacy in order to purchase any prescriptions You need. This all takes place via Our Website and further information is available here <https://www.yourivfabroad.co.uk/online-fertility-pharmacy-introduction> For the avoidance of doubt We merely make an introduction, at no cost. You will purchase directly from the relevant pharmacy and are entering into a contract with the pharmacy and not Us. Accordingly We accept no liability in respect of the same;

**Partner Clinic** means our preferred clinics for the provision of fertility treatment;

**Ways of Working** means a document provided to You relevant to the 121 Service you are interested in purchasing. This document should be read in conjunction with these Terms and sets out additional requirements and obligations in respect of the same;

**Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website and through any other means;

**Extended Service** means the ability to extend a package, payable at a monthly fee until cancelled by You, subject to Our availability with the same being confirmed to you by email correspondence;

**Services** means:

- provision of advice on the commencement of in vitro fertilisation (“IVF”) treatment or other fertility treatments with our Partner Clinics;
- introductions to up to three of our Partner Clinics;
- personalised advisory services regarding the fertility treatment process;
- any other services relating to your fertility treatment that You may require during the Engagement.

**Terms** means these terms and conditions which govern the contractual relationship between You and Us;

**Website** means our websites [www.yourivfabroad.co.uk](http://www.yourivfabroad.co.uk) or [www.yourivfabroad.com](http://www.yourivfabroad.com) on which the Services are advertised.

### 3. Services

3.1 We will provide the Services with reasonable care and skill.

3.2 You acknowledge when using our Website that all Services which appear on the Website are subject to availability. Our Clinic Match and Treatment Service Package runs for a period of 4 months and our Clinic Match Service runs for a maximum period of 10 weeks. Thereafter, and subject to Our availability these Services, may be extended beyond the anticipated completion date, should you require additional support. In the event that You require additional support this will be agreed upon by email and will be subject to an additional payment of £97 per month until terminated in accordance with Clause 9.4. Alternatively You can, with our Clinic Match Service add on a Pick My Brains call or Treatment Service at the relevant cost.

3.3 We reserve the rights to make changes to the Services which are necessary to comply with any applicable law or safety requirements. However, in such circumstances, we will endeavour to notify You of these changes as soon as practicable.

- 3.4 YourIVF does not give emotional support. The support provided is practical support and the boundaries detailed in Our Ways of Working documents apply.
- 3.5 Where You purchase our DIY ToolKit Programme the following will apply:
- 3.5.1 The training videos, upon full payment, will be made immediately available to you via Your membership area. Due to the instant availability of the training videos all payments made for the DIY Toolkit are non refundable.
  - 3.5.2 You will need a reliable and stable internet connection in order to access the training videos. We are not responsible for providing this to You. Training videos will be accessible via the platform Newzlenler which is a third party platform. By accessing the training videos You will additionally be agreeing to their terms and conditions.
  - 3.5.3 The training videos will be available to You via the platform for a minimum period of 6 months or until Your YourIVF ceases running the course programme, whichever is the latter.
  - 3.5.4 The programme is not recommended if you require information on surrogacy, adoption or fertility treatment outside of Europe or in the UK or Ireland.
  - 3.5.5 No one to one support is provided by YourIVF. If such support is required We recommend You purchase either Our Pick Your Brains, Clinic Match or Clinic Match and Treatment Service via our Website.
  - 3.5.6 If You watch all of the DIY Toolkit Programme videos in full and feel that 121 support is needed (excluding Pick My Brain and Donor Conception calls) then YourIVF will discount the cost you paid for the DIY Toolkit Programme off their Clinic Match Service or the Clinic Match and Treatment Service. Just contact [hello@yourivfabroad.co.uk](mailto:hello@yourivfabroad.co.uk) to make arrangements.
- 3.6 Where You purchase Our Pick Your Brains Service the following will apply:
- 3.6.1 this Service is a one-off Service which may be booked via Our Website. Full payment is required in order for the Pick Your Brains Call to be scheduled.
  - 3.6.2 any information provided by Us during Pick Your Brains call will not amount to medical, legal, health or other advice. To give more detailed advice or information We will need a greater understanding of Your situation and background and accordingly Our Pick Your Brains Service should only be used for general information purposes.

3.6.3 When purchasing this Service You are agreeing for the Service to take place at the time and date selected. Whilst this Service is included within the 14 day cooling off period, should You rearrange the Service outside of the 14 day cooling off period You must provide Us within not less than 48 hours notice to reschedule the Service. Rescheduling will be subject to Our availability. Where You fail to rearrange the Service with less than 48 hours notice (and after the 14 day cooling off period) You will forfeit payment made in respect of the same. Cancellation of this Service after the 14 day cooling off period will result in Your payment being forfeited.

#### 4. **Client responsibilities**

- 4.1 You agree to cooperate with Us in all matters relating to the Services and in particular, provide Us with all information required to perform the Services including an accurate medical history.
- 4.2 Failure to comply with the above is a Client default which entitles Us to suspend performance of the Services until You remedy the situation, or, if you fail to remedy it following our request, We may terminate the Engagement with immediate effect upon written notice to You.

#### 5. **Personal information**

- 5.1 If You attempt to make contact with Us through the Website, You will be required to complete the Enquiry Form on our Website with your contact information and details of your request for Services. We do not ask You to include sensitive personal information (for example medical history) on the Enquiry Form. Please do not submit any sensitive personal information through the Website.
- 5.2 Before submitting your sensitive personal information, You will be required to sign the Consent Form, giving Us permission to process and store your sensitive personal data and share this data with our Partner Clinics for the purposes of providing the Services.
- 5.3 We retain and use all information that We receive strictly in accordance with our Privacy Policy and Cookies Policy.
- 5.4 We may contact You by using e-mail, telephone or other electronic communication methods and by pre-paid post and You expressly agree to this.

#### 6. **Basis of Engagement**

- 6.1 The description of the Services on our Website does not constitute a contractual offer to provide the Services. When an enquiry has been submitted on the Website via the Enquiry Form, We



may not be able to take your enquiry forward, although We will try to tell You the reason without delay.

- 6.2 The Engagement for the Services, for purchases not made via Our Website, will only be formed once You have signed the Consent Form and we have received Your payment in respect of Our Services. Where Services are purchased online the Engagement for Services will only be formed once we have received your payment in respect of the same.
- 6.3 No variation of the Engagement, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the You and Us in writing.

## 7. **Fees and Payment**

- 7.1 The fees (**Fees**) in respect of our Services Pick My Brain Call and the DIY Toolkit Programme require full payment to be made at the time of booking. Where You have booked another of Our Services Our Fees will be detailed here.
- 7.2 All other Fees payable are set out on the Consent Form or as we may agree in writing from time to time. Prices for Services may be calculated on a fixed price or on a standard daily rate basis, depending on the Services requested.
- 7.3 You must make payment either via Our website (for the DIY Toolkit Programme or Pick My Brain call) or for all other Services by means of the payment link provided by Us or via bank transfer to the following account:

Account Name: Your IVF abroad Limited

Bank: Starling

Account Number: 31860146

Sort code: 60-83-71

IBAN: GB92SRLG60837131860146

BIC: SRLGGB2L

- 7.4 Should You make a payment via Our Website You may be eligible and given the opportunity to pay via Klarna or Clearpay. This gives you the opportunity to spread the cost of payment. If you choose to make payment using Klarna or Clearpay then Your payment agreement is directly with them and You are legally required to fulfil this subject to their terms and conditions. Borrowing more that You cannot afford, or making late payments may negatively impact your financial status and ability to obtain credit, so please consider this before choosing to make payments via Klarna or Clearpay. YourIVF holds no responsibility for any agreements made with Klarna or Clearpay.

- 7.5 We may, at Our sole discretion, offer a payment plan directly with Us for the following Services:
- Clinic Match and Treatment Service
  - Treatment Service
  - Clinic Match Service

If an instalment plan is agreed, details of the same will be set out below or agreed upon via the appropriate Ways of Working document and consent form which You must sign.

Full payment for the Services must be received within 4 weeks of the scheduled start date. Whilst You may cancel this instalment only Service, within 14 days of agreeing to the same, after the 14 days have expired no refund will be made. This is on the basis that You are paying for Us to set aside Our time for You. For the avoidance of doubt the cooling off period only applies where you have been offered and paid by instalment. Where full payment in respect of Our Services is made Clause 8.2 applies to the cooling off period.

## 8. **Withdrawal, cancellation and Consumer Rights**

- 8.1 You can withdraw your request for Services by telling us before you sign the Consent Form (for purchases not made via Our Website) and make payment and the Engagement is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability.

- 8.2 Consumers who purchase Services at a distance (i.e. via a website, over the phone or by email correspondence) are usually entitled to a 14 day cooling off period. This right comes under the Consumer Contracts Regulations 2013 and gives you the legal right to change your mind and end a contract for any reason. This 14 calendar day “cooling-off period” begins once You purchase a Service via Our website (and ends 14 days after or when you commence receiving the Services, whichever is sooner) or where You have been manually sent our Terms and You accept the Engagement, sign the Consent Form and make payment in respect of Our Services. However the following Services, due to their nature, of being commenced immediately upon confirmation of the Engagement, are excluded from the 14 day cooling off period:

- 8.2.1 1-2-1 Clinic Match Service
- 8.2.2 1-2-1 Treatment Service
- 8.2.3 Client Match & Treatment Service
- 8.2.4 Treatment Service
- 8.2.5 DIY Toolkit Programme

Our Service Pick My Brains falls within the cooling off period. Outside of Your right to the 14 day cooling off period this Service can be cancelled or rescheduled in accordance with Clause 3.6.3.

8.3 Where You enter into a contract for the provision of Our Pick My Brains Service Your 14 day cooling off right begins once you have agreed to the Engagement and made payment for Our Services and ends either when you attend our Pick My Brains Calls, or 14 calendar days after agreement to Our Engagement and making payment for Our Services, whichever occurs first. After the cooling-off period You are not permitted to cancel the contract created by these Terms other than in accordance with Clause 9.

8.4 If you exercise Your right to cancel Our Pick My Brain Calls Service You may do so by sending cancellation to the following email address [hello@yourivfabroad.co.uk](mailto:hello@yourivfabroad.co.uk) or by post using the address detailed in Clause 1.1.

8.5 For more details of Consumer legal rights, please refer to a local Citizens Advice Bureau or Trading Standards Office.

## 9. **Duration, termination and suspension**

9.1 Where You purchase the Service of Pick My Brain the Engagement shall commence upon purchase and end, unless otherwise extended, after the scheduled call. Where You purchase the DIY Toolkit Programme You will have access to the same in accordance with 3.5.3. Where these Terms are for manually entered into Services it will detail here the length of Engagement.

9.2 Either You or We may terminate the Engagement or suspend the Services at any time by a written notice of termination or suspension to the other if that other:

9.2.1 commits a serious breach, or series of breaches resulting in a serious breach, of the Engagement and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or

9.2.2 is subject to any step towards its bankruptcy or liquidation.

9.3 We may terminate the Engagement:

- immediately, at Our Sole discretion, should it come to light that You have failed to tell the truth, or omitted information in respect of Your medical circumstances; and
- upon giving you not less than 7 days notice in writing.

9.4 You may terminate an Extended Service by giving to Us 14 days notice in writing to terminate the same.

9.5 On termination of the Engagement for any reason, any of our respective remaining rights and

liabilities will not be affected.

## 10. **Intellectual Property**

10.1 We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. For the avoidance of doubt" You may not copy, paste, alter, change, republish, dissect or do anything similar to any of Our intellectual property rights.

10.2 Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

10.3 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

## 11. **Reliance on our Website**

11.1 The content on our Website, including all information relating to medical procedures is provided for general information purposes only and is not intended to amount to advice on which You should rely. Should You require medical, health-related, legal advice or similar advice You should contact a suitably qualified professional in respect of the same.

11.2 Although We make reasonable efforts to update the information on our Website, We make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

11.3 Where our Website contains links to other sites and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by Us of those linked websites or information you may obtain from them as we have no control over the contents of those sites or resources.

## 12. **Prohibited use**

12.1 You may not use the Website for any of the following purposes:

- in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
- in any unlawful or fraudulent manner;
- to transmit, or to procure the transmission of any unsolicited marketing materials to us;
- in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental





order;

- to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website; or
- making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

### 13. **Links to other websites**

13.1 This Website may contain links to other sites. Unless expressly stated, these sites are not under our control.

13.2 We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

13.3 The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

13.4 We may, in certain situations, receive a commission payment, from any third party websites You visit via a link from Our Website and subsequently make a purchase from. An example of a commission payment We may receive is if You make a purchase via Fertility Pharmacy Introduction.

### 14. **Linking to our Website**

14.1 You may link to our [home page](#), provided You do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 However, You must not:

- establish a link in such a way as to suggest any form of association, approval or endorsement by Us, unless otherwise approved by Us;
- establish a link to our Website in any website that You do not own;
- frame our Website on any other site, nor may You create a link to any part of our Website other than the home page; or
- link from any website that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.

14.3 We reserve the right to withdraw linking permission without notice.

15. **Circumstances beyond the control of either party**

15.1 In the event of any failure by a party because of something beyond its reasonable control:

15.1.1 the party will advise the other party as soon as reasonably practicable; and

15.1.2 the party's obligations will be suspended so far as is reasonable, PROVIDED THAT that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

16. **Privacy**

16.1 Your privacy is critical to Us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

16.2 These Terms should be read alongside, and are in addition to our policies, including our Privacy and Cookies Policy.

16.3 For the purposes of these Terms:

'**Data Protection Laws**' refers to all UK laws on data protection and privacy, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (as amended).

'**UKGDPR**' means UK General Data Protection Regulation.

'**Data Controller**', 'Personal Data' and 'Processing' shall have the same meaning as in the UKGDPR.

16.4 We are a Data Processor of the Personal Data we Process in providing the Services to you.

16.5 We do not sell your data to other third-parties under any circumstances

16.6 Where you supply Personal Data to Us so we can provide you with the Services, and we Process that Personal Data in the course of providing the Services to You, we will comply with our obligations imposed by the Data Protection Laws:

16.6.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

16.6.2 we will only Process Personal Data for the purposes identified;

16.6.3 we will respect your rights in relation to your Personal Data; and

16.6.4 we will implement technical and organisational measures to ensure your Personal Data is secure.



16.7 For any enquiries or complaints regarding data privacy, you can contact a director at the following e-mail address: [hello@yourivfabroad.co.uk](mailto:hello@yourivfabroad.co.uk)

**17. Limitation of liability**

17.1 For the avoidance of doubt, our Website does not contain medical advice. The contents of this Website, such as text, graphics, images and other material are intended for general informational and educational purposes only and not for the purpose of rendering medical advice. The contents of this Website are not intended to substitute for professional medical advice, diagnosis or treatment. Although we take efforts to keep the medical information on our Website updated, we cannot guarantee that the information on our Website reflects the most up-to-date research.

17.2 Please note that no provider of fertility treatment services including our Partner Clinic are 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 ensue without complications.

17.3 Subject to Paragraph 17.4 below, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with the Engagement that result in indirect or consequential losses, any economic loss, loss of revenue, business, profits or business opportunities, anticipated savings or profits, loss of or damage to reputation, loss of goodwill or data, loss which was not reasonably foreseeable to both parties at the time when the Engagement was entered into or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Services.

17.4 We do not seek to exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of Our other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made.

17.5 You further agree that we will hold no liability for any losses that You sustain as a result of your contractual relationships with any third-party that we introduce You to during the Engagement. All such claims are between You and that third-party including but not limited to our Partner Clinics and any travel or accommodation providers with whom we make bookings upon your behalf.

**18. Governing law, jurisdiction and complaints**

18.1 The Engagement (including any non-contractual matters) is governed by the laws of England and Wales.



- 18.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Client lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
- 18.3 We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs, clients should contact us to find a solution. We will aim to respond with an appropriate solution within 5 Business Days.