



# Agreement, Terms and Conditions

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## Agreement between Altrui Limited and the Named Client

Altrui will perform the Services set out in the Schedule, within applicable law, to help find you a suitable egg donor. We understand just how important this is to achieve, and our aim, belief and sincere hope is that we can make this happen as quickly as possible. We would however like to remind you that some factors are unpredictable and outside our control.

We would like to draw your attention to the following points:

### 1. Referral and Registration of Clients

- 1.1. We only refer clients and donors to Licensed Treatment Centres with whom we have a current Agreement.
- 1.2. The female recipient must usually be under 49 years old at the time of registration. However, flexibility is at the discretion of Altrui.
- 1.3. We rely on you to give us open and honest information about yourself.

### 2. The Services - Donor Recruitment

- 2.1. We will perform the Services (as set out in the Schedule) to seek to identify an Assessed Candidate (as defined in the Schedule) with due skill and care.
- 2.2. We cannot guarantee any outcomes from the Services.
- 2.3. We will perform the Services for a maximum period of 12 months after registration.
- 2.4. Once your details and the details of an Assessed Candidate have been passed to the Licensed Treatment Centre in accordance with the Schedule, the Services will be complete.
- 2.5. Notwithstanding clause 2.4, if an Assessed Candidate referred to the Licensed Treatment Centre in accordance with the Schedule does not undergo egg collection, then we will continue to assist the client to endeavour to find another Assessed Candidate for the period specified in clause 2.3 for no additional fee.
  - 2.5.1. This will not apply if the Assessed Candidate withdraws as a result of specific conditions or changes that you introduce after referral. In this situation a new contract, with new agreement, and appropriate fee will be necessary for Altrui to help you find another Assessed Candidate.
- 2.6. By law, a donor is free to withdraw her consent at any time prior to embryo transfer.

### 3. Medical

- 3.1. While we are familiar with the treatments involved in egg donation, we do not provide medical advice. You should make all your decisions relating to the treatment based on information from a Licensed Treatment Centre.
- 3.2. We do not carry out, nor arrange, any medical tests or other assessments, either for you or for donors. Any test that may be required will be carried out by a Licensed Treatment Centre.



#### **4. Fees, Costs and Payment**

- 4.1. Our contract with you does not begin until our fee, together with any applicable taxes or duties, is paid in full.
- 4.2. You are responsible for all the donor treatment and related costs at your selected Licensed Treatment Centre.
- 4.3. Egg donors are legally entitled up to £750.00 compensation for their donation to cover all expenses including travel and childcare. The management of this compensation will be the responsibility of the Licensed Treatment Centre.
- 4.4. All egg donations are altruistic and no payment or compensation to donors is permitted under law, other than mentioned in 4.3 above.

#### **5. Termination, Cancellation and Refunds**

- 5.1. You may terminate the Services at any time, but no refund will be given except as set out below.
- 5.2. If you change your mind within 48 hours of registering with us, provided we have not carried out an initial consultation, we will cancel your registration and refund your money in full.
- 5.3. Once 48 hours have passed and we have begun the programme, the fee is non-refundable, except under 5.4 and 5.5 below.
- 5.4. If by the first anniversary of your registration we have not been able to offer you one Assessed Candidate for your consideration then you will be entitled to a refund of the initial fee.
- 5.5. We reserve the right to terminate the Services at any time and for any reason. In such a situation, fees will be refunded based on the number of whole months of the twelve month contract left to run at the time of the termination.

#### **6. Governing Law.**

- 6.1. English Law governs this Agreement.
- 6.2. Prior to commencing proceedings regarding any dispute arising from this Agreement, the parties shall seek to resolve the dispute by mediation in accordance with the rules and procedures specified by Civil Mediation Council.

#### **7. Confidentiality and Consent to Disclosure of Identifying Information.**

- 7.1. We hold all personal information in accordance with the General Data Protection Regulation (GDPR).
- 7.2. We will not disclose to third parties any personal information that you give us, other than with your consent or as required by law.
- 7.3. You hereby authorise us to contact the Licensed Treatment Centre that you nominated to:
  - 7.3.1. verify, clarify and collect further information about you or your treatment in order to tailor our Services to your treatment; and
  - 7.3.2. provide your details to the Licensed Treatment Centre when we send them the details of any Assessed Candidate approved by you.
  - 7.3.3. provide the Licensed Treatment Centre with any other information that may be pertinent to your treatment at The Licensed Treatment Centre.
- 7.4. Notwithstanding 8.2, our accountant and IT support company will periodically have access to your information, but they operate under confidentiality agreements and the *Data Protection Act 1998*.
- 7.5. I authorise Altrui Ltd to hold and process my personal data and to give or to send identifying information about myself to the nominated Licensed Treatment Centre.

July 2018



I agree to and accept the above terms and conditions:

.....  
**Name of Client**

.....  
Signature of Client

.....  
Date Signed

**(If you fill in this form on your computer and send it back to us electronically, this together with receipt of your payment will be taken as your acceptance of the above terms and conditions)**



## Schedule of Services

- (a) In this Agreement, an **Assessed Candidate** means a donor:
  - a. who meets the guidelines issued by the Human Fertilisation and Embryology Authority (**HFEA**) as far as we can ascertain;
  - b. whom Altrui has assessed as described in this Schedule; and
  - c. whom Altrui reasonably believes is a reasonable match to the client's specified requirements for an egg donor.
- (b) Altrui aims to find as close a match as possible between the client's requirements, as provided to us by the client, and the characteristics of the potential donor as far as we are able to ascertain them. We cannot guarantee any particular level of match.
- (c) The **Services** means an assessment of a potential donor according to:
  - a. the guidelines issued by the HFEA; and
  - b. the client's requirements for an egg donor.
- (d) The Services do not include any medical, technical or clinical assessment.
- (e) The Services include an interview by telephone (or other appropriate method determined by Altrui), of each potential donor who contacts Altrui.
- (f) The assessment of the suitability of a potential donor is based solely on information that the potential donor gives us. We do not carry out, nor arrange, any medical tests or other assessments.
- (g) Altrui relies on the veracity of the potential donor. Altrui is not responsible for any information from a potential donor that is incorrect, withheld or omitted.
- (h) Once Altrui has identified an Assessed Candidate, Altrui will supply the client with non-identifying information of any prospective donor for the client's approval before any referral is made.
- (i) The client may decline any Assessed Candidate suggested by Altrui.
- (j) If the client approves of the Assessed Candidate and if the Assessed Candidate is still willing, we will pass the client's details and the details of the Assessed Candidate to the Licensed Treatment Centre nominated by the client.
- (k) Once both these details have been passed to the Licensed Treatment Centre, the Services will be complete.
- (l) Any subsequent contracts will be between the client and the Licensed Treatment Centre and pertinent arrangements will be handled by the Licensed Treatment Centre