

# THE LONDON BRIDGE FERTILITY, GYNAECOLOGY AND GENETICS CENTRE

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The Bridge Centre Limited (company number 2042977) (“Bridge” or “we”)

## Storage Terms and Conditions

### 1. General

- 1.1 These terms relate to the provision of Bridge’s storage services. These terms must be read with Bridge’s General Terms and Conditions. These terms and Bridge’s General Terms and Conditions together form your contract with Bridge. In the event of a conflict these terms will prevail over Bridge’s General Terms and Conditions.
- 1.2 Bridge will only accept for cryopreservation material which it is duly licensed to store and which it from time to time determines is appropriate for storage.
- 1.3 Please note in particular:-
  - 1.3.1 there is a risk of deterioration of eggs/sperm/embryos/tissue held in cryopreservation and there is no guarantee that they will survive the freezing or thawing process or that they will be viable following thawing;
  - 1.3.2 the nature of eggs/sperm/embryos/tissue is such that all or some may be lost or may deteriorate during the freezing/storage or thawing process; Bridge will take reason able care but cannot and does not accept responsibility for loss or deterioration as a consequence of the nature/quality of the eggs/sperm/embryos/tissue;
  - 1.3.3 the degree of success achieved in the freezing procedure and/or in the storage or thawing process depends on the inherent quality of the eggs/sperm/embryos/tissue concerned;
  - 1.3.4 Bridge will endeavour not to store samples which have tested positive in any respect with those which have tested negative; however, the nature of the screening/testing procedures is such that whilst Bridge may believe any particular sample to be negative it may later transpire that it is positive and hence Bridge cannot guarantee that samples will not be stored with samples which may in the future test positive in any respect nor that samples stored will be free from contamination with infectious agents;
  - 1.3.5 if you are a national or resident of a country other than the UK or have obtained eggs/sperm/embryos from a foreign donor, the law of other countries regarding parentage may not be the same as it is in the UK.

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### **2. Payment in advance**

2.1 Storage fees for cryopreservation of eggs, sperm, embryos, tissue and any other material must be paid for in advance as follows:-

2.1.1 either in full for the full period of storage; or

2.1.2 by direct debit annually in advance.

### **3. How much is payable?**

3.1 Prices are set out in Bridge's price lists, copies of which will be supplied to you. The applicable price for cryopreservation will remain fixed for the first 12 months storage. Subject to that Bridge can increase the price on not less than 60 days notice to you; but Bridge will not increase the price more than once in any 12 month period and no price increase will apply to any storage for which you have already paid in full.

3.2 Subject to clause 3.1, Bridge is entitled to increase prices in its absolute discretion. In particular, but without limitation, prices may be increased to reflect increased storage, licensing, administrative or other overhead costs to Bridge. If Bridge decides to increase prices it will notify you of the date from which the increased price applies. Please note:-

3.2.1 if you accept the increased price you do not need to do anything; the new price will take effect from the day Bridge specified;

3.2.2 if you decide that you do not accept the increased price you must tell Bridge in writing that you do not accept the increase. You must do that within 30 days of the date of the notice of increased price. At the same time you must also tell Bridge in writing that either Bridge can destroy the material or that you will make arrangements for a duly licensed third party to store it. Please also refer to clauses 3.3 and 3.4.

3.3 If you have told Bridge under clause 3.2.2 that you do not accept a price increase, then charges will be at the rate prevailing prior to the proposed price increase. In addition you will be refunded amounts paid for storage after the earlier of: (a) destruction and (b) transfer to a third party (less any costs incurred by Bridge or for which it is liable in connection with such destruction/removal).

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- 3.4 If you have told Bridge you do not accept a price increase (as referred to in clause 3.2.2) but you do not either (a) tell Bridge that it can destroy or (b) transfer the material to a licensed third party (as referred to in clause 3.2.2), Bridge will (by written notice) give you another 45 days in which to do so. If you have still failed to do so (within those 45 days) Bridge will be entitled to destroy the material.

### 4. Termination by you

- 4.1 You may at any time notify Bridge (in writing) that you wish to terminate the cryopreservation of any material or that you wish to transfer the cryopreservation to a third party. No refunds will be given.

### 5. Termination by Bridge

Termination for reasons specific to you

- 5.1 If Bridge determines that it is inappropriate for it to continue cryopreservation in respect of any particular material (for reasons specific to you) it will give you reasonable written notice. This may be appropriate, for example but without limitation, if any test results are adverse. In the notice Bridge will specify a reasonable date (“the Specific Termination Date”) on which it will cease to provide the relevant cryopreservation service.

#### Termination generally

- 5.2 Bridge shall be entitled to give you not less than 6 months notice that it intends to cease providing cryopreservation services for any material which it may store for you, provided that Bridge will not give such notice during the first 12 months of storage. In the notice Bridge will specify the date upon which it will cease to provide cryopreservation services (“the General Termination Date”).
- 5.3 If Bridge gives you a notice under clause 5.1 or 5.2, you will need to decide whether you want to terminate cryopreservation or transfer the same to a licensed third party. Accordingly, you must give a notice to Bridge in writing at least 30 days prior to the General Termination Date or the Specific Termination Date that either: (a) Bridge can destroy the material or (b) you will make arrangements for a licensed third party to store it. If you do not either (a) tell Bridge that it can destroy or (b) transfer storage to a licensed third party, Bridge will (by written notice) give you another 45 days in which to do so. If you have still failed to do so (within those 45 days), Bridge will be entitled to destroy the material after the Specific Termination Date or the General Termination Date (as appropriate).

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- 5.4 If Bridge gives a notice under clauses 5.1 or 5.2, Bridge will only be liable to continue to store the material concerned until the Specific Termination Date or the General Termination Date.
- 5.5 If material is destroyed or removed to a third party following a notice given by Bridge under clauses 5.1 or 5.2, Bridge will refund to you any amount you have paid for storage after such removal/destruction (less any costs incurred by Bridge or for which it is liable in connection with such destruction/removal).

### **6. Provisions applicable to destruction or removal to a third party**

- 6.1 If you have requested that material be destroyed, Bridge will be entitled to destroy immediately without further reference to you. However, Bridge may require you to sign such further documents (if any) as it thinks appropriate.
- 6.2 If you have requested that material be removed to a third party (and pay to Bridge all amounts you owe it) Bridge will give you reasonable co-operation to transfer the material to a third party who is licensed to store it (but it will not transfer the material to you). You must pay in advance all costs incurred by Bridge in connection with the preparation of material for transport and/or transport of the same.

### **7. Destruction of material held in cryopreservation**

- 7.1 Subject as provided in this agreement, in the case of cryopreservation (provided that you have duly executed all documentation necessary or appropriate to permit storage) Bridge agrees to store the relevant material for the shorter of:-

- 7.1.1 the maximum storage period from time to time permitted under applicable law or regulatory rules;
- 7.1.2 the duration agreed in writing by you with Bridge;

and at the expiration of such periods Bridge is entitled to destroy the material stored without further reference to you.

- 7.2 Notwithstanding clause 7.1 or any other provision of these terms, Bridge is entitled without further reference to you to destroy all material held by it in cryopreservation for you:-

*Bridge*

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- 7.2.1 if you have failed to pay in full to Bridge on the due date for payment all amounts payable in respect of such cryopreservation and you fail to make such payment to Bridge within 60 days of a written notice from Bridge to you requesting such payment;
- 7.2.2 as referred to in clauses 3.4, 4.1, 5.3 and 6.1.
- 7.3 Your attention is drawn in particular to Bridge's General Terms and Conditions relating to notification of your contact details and notices. It is imperative that you keep Bridge informed of your current address and contact details. Otherwise Bridge may not be able to contact you and a notice may be deemed to have been served on you without you actually knowing of such notice, with the consequence that material held in cryopreservation may be destroyed.