



## Pre-Consultation Terms and Conditions

These Terms and Conditions provide more details on how we will provide our Consultation Services only, including booking, preparation, payment, cancellations, and other obligations prior to your fertility consultation. By booking or attending a consultation appointment, you confirm that you have read, understood, and agree to these terms.

These Terms and Conditions apply to Consultation Services only and do not cover fertility treatment, which will be subject to separate information, consent forms and contractual terms if you choose to proceed.

We encourage you to read this document thoroughly and contact us with any questions. We reserve the right to amend these Terms and Conditions at any time.

You can access these terms at any time at [www.ariafertility.co.uk/our-legal-terms/](http://www.ariafertility.co.uk/our-legal-terms/)

### 1. Information About Us and How to Contact Us

#### 1.1 Who we are

We are Juno Healthcare Partners Limited (trading as 'Aria'), a company incorporated and registered in England and Wales.

- Company registration number: 12400828
- Registered office: 8 Welbeck Way, London, W1G 9YL

#### 1.2 How to contact us

You may contact us by

- Email: [admin@ariafertility.co.uk](mailto:admin@ariafertility.co.uk)
- Telephone: As listed on our website
- Online form: Available on our website

#### 1.3 How we may contact you

We will contact you via telephone, text message, email, or post using the details provided by you when booking. Separate contact details must be supplied for each individual accessing services, including partners.

#### 1.4 Keeping us up to date

You are responsible for ensuring that all contact details (email, postal address, phone number) for yourself and anyone on whose behalf you are acting are current. If the last email address provided is invalid or cannot receive messages, our sending the email will still constitute effective notice.

#### 1.5 "Writing" includes emails and text messages. When we use the words "writing" or "written" in these terms, this includes emails and texts.

#### 1.6 Definitions

In these Terms and Conditions, the following words have the meanings set out below:

**Aria / we / us / our** means Juno Healthcare Partners Limited (company registration number 12400828), trading as Aria.

**Aria Price List** means our current price list, available on our website and updated from time to time.

**Consultation Fees** means the fees payable for the Consultation Services, as set out at the time of booking and in the Aria Price List.

**Consultation Services** means the fertility Consultation Services we agree to provide to you, whether in person, by video or by telephone, as described at the time of booking.

**HFEA** means the Human Fertilisation and Embryology Authority.

**Services** means the Consultation Services and any directly related investigation activities necessary to deliver the consultation and provide clinical advice, including blood tests, diagnostic scans and related investigations that are expressly booked and paid for as part of the consultation pathway.



**You / your** means the individual or individuals receiving Consultation Services under these Terms and Conditions.

## 2. What You Can Expect From Us

2.1 Before your consultation, we will provide:

- 2.1.1 Clear information about the consultation fee, what it covers, and what it does not cover.
- 2.1.2 Separate prices for any tests or investigations that may be recommended.
- 2.1.3 Information about your clinician and their role.
- 2.1.4 A medical questionnaire providing a summary of the information you need to provide before the consultation.

We will provide this information in good time to allow you to make an informed decision.

## 3. Pre-Consultation Requirements

These requirements must be met before a consultation can take place.

3.1 Provision of Medical and Personal Information

3.1.1 You must provide us with, and keep us informed of, accurate and up-to-date information relating to:

- your personal and contact details;
- your medical history, fertility history and current health status;
- any medications you are taking; and
- any other information reasonably requested by us to enable us to provide safe, appropriate and meaningful Consultation Services.

3.1.2 You must inform us without delay of any change in your personal circumstances, health, or other information that may be relevant to the Consultation Services or to the advice we provide.

3.1.3 If you do not provide, or cannot provide, the information we reasonably require, or if the information you provide is incomplete, inaccurate or misleading, we may not be able to provide the Consultation Services, or the advice provided may be limited or delayed.

3.1.4 We will not be responsible for any delay in providing, or failure to provide, the Consultation Services where this is caused by your failure to provide the required information within a reasonable time of our request.

3.1.5 Where a consultation cannot proceed, or its usefulness is materially affected, due to missing, inaccurate or late information provided by you, the consultation may be cancelled or rescheduled in accordance with these Terms and Conditions, and applicable cancellation charges may apply.

3.2 Payment of Consultation Fees

3.2.1 Consultation Fees must be paid in full in accordance with these Terms and Conditions and the Aria Price List before the Consultation Services are provided.

3.2.2 Details of the applicable Consultation Fees, what is included, and what is excluded, will be made available to you at the time of booking and before you enter into a consultation contract with us.

3.2.3 Failure to make payment within the required timeframe may result in the consultation being cancelled or rescheduled, and we reserve the right to withdraw the Consultation Services if payment has not been received.

3.2.4 Payment of the Consultation Fees confirms your intention to proceed with the Consultation Services and forms part of the legally binding consultation contract between you and us, subject to your statutory cancellation rights.

## 4. Consultation Outcomes and Treatment Recommendations

4.1 Following your consultation, Aria will provide a written summary of the consultation, together with any clinical recommendations, within a reasonable time after the consultation or after any outstanding test results have been received.



The recommendations will be based on the information you have provided to us in your medical history and the results available at that time.

- 4.2 Any treatment recommendation will be tailored to your personal medical history and clinical circumstances. While we will always aim to provide clear, evidence-based advice tailored to your individual circumstances, fertility treatment outcomes vary between individuals and no consultation or recommended treatment can guarantee a pregnancy or a specific outcome.
- 4.3 Where treatment is recommended, this will be followed by a Costed Treatment Plan setting out the proposed treatment and/or any further investigations, what is included and excluded, and the applicable fees, before you are asked to decide whether to proceed.
- 4.4 If, based on your medical history, test results or clinical criteria, treatment is not medically appropriate or advisable, Aria may recommend that you do not proceed with treatment.

## 5. Withdrawing or Cancelling a Consultation

### 5.1 Entering Into a Consultation Contract

5.1.1 You enter into a consultation contract with us when any one of the following occurs:

5.1.1.1 You make payment (in full or in part) of the consultation fee; or

5.1.1.2 We begin providing the consultation service, at which point clinical advice is given during the consultation appointment, whether in person, by video or by telephone.

5.1.2 Once either of these events occurs, a legally binding agreement for Consultation Services is formed. At that point:

5.1.2.1 We begin allocating clinician time, administrative resources and appointment capacity on your behalf; and

5.1.2.2 You become responsible for the consultation fee in accordance with these Terms and Conditions.

5.1.3 Completion of questionnaires, provision of medical information, or pre-consultation preparation does not prevent a consultation contract from being formed once payment has been made or the consultation has begun.

### 5.2 Your 14-day cooling-off period

5.2.1 When you book a consultation, for example, by phone or email, you normally have the right to cancel your booking within fourteen (14) days without giving a reason.

### 5.3 If your consultation takes place within 14 days

5.3.1 If you choose to book a consultation that is scheduled to take place within the 14-day cooling-off period, you are asking us to provide the consultation during that period.

5.3.2 By attending the consultation within those 14 days, you confirm that:

5.3.2.1 you want the consultation to go ahead before the cooling-off period ends;

5.3.2.2 once the consultation has been fully provided, you understand that your statutory right to cancel the consultation contract for a full refund ends; and

5.3.2.3 You remain responsible for the consultation fee in respect of the Consultation Services actually provided, as professional clinical advice cannot be reversed once delivered.

5.3.3 This waiver exists because Consultation Services consist of professional clinical time and advice, which are fully delivered at the point the consultation takes place.

### 5.4 If you cancel before the consultation takes place

5.4.1 If you cancel your booking before the consultation has taken place and within the 14-day cooling-off period, you will receive a full refund.

5.4.2 These cooling-off rights apply to the consultation only and do not apply once the consultation has been completed.



## 5.5 When We May Cancel or Withdraw a Consultation

5.5.1 There are limited circumstances in which we may cancel or withdraw a consultation appointment. Where reasonably possible, this will be discussed with you in advance.

5.5.2 Reasons include (but are not limited to):

5.5.2.1 Compliance or conduct reasons:

- Consultation fees have not been paid in accordance with these Terms and Conditions;
- Required pre-consultation information has not been provided despite reasonable requests;
- Abusive, threatening or inappropriate behaviour towards staff.

5.5.2.2 Operational or clinical reasons

- Clinician unavailability due to illness or unforeseen circumstances;
- Clinical or safety concerns that make proceeding with the consultation inappropriate.

5.5.3 If we cancel your consultation, you will receive a full refund of any consultation fees paid.

5.5.4 Once you attend the consultation, the service is considered fully delivered and no refund is available.

## 6. Refunds and Cancellation Terms

6.1 Your entitlement to a refund depends on when you cancel and whether any Consultation Services (including any pre-consultation tests you have requested) have already been provided.

6.2 Consultation Appointment

6.2.1 If you cancel or withdraw before the consultation has been provided and you are within the cooling-off period set out in Section 5.2, you will receive a full refund of the consultation fee.

6.2.2 If you cancel after the cooling-off period has ended but at least seventy-two (72) hours before the scheduled appointment time, you will receive a full refund of the consultation fee.

6.2.3 If you cancel after the cooling-off period has ended but less than seventy-two (72) hours before the scheduled appointment time, or you do not attend and fail to provide the required notice, no refund of the consultation fee will be issued.

6.2.4 For the avoidance of doubt, the 72-hour cancellation refund applies only where the consultation has not yet taken place.

6.3 Pre-consultation tests and investigations

6.3.1 If any pre-consultation tests or investigations have already been performed, those test fees are non-refundable.

6.3.2 Where test fees are non-refundable, results will still be provided to you.

6.4 How to cancel

6.4.1 You may cancel your consultation by phone or email:

- Email: [admin@ariafertility.co.uk](mailto:admin@ariafertility.co.uk)
- Provide: your full name, address, consultation details, email address and telephone number.

6.4.2 We will confirm your cancellation in writing (or verbally if you cancel by phone).

6.5 Payment of refunds

6.5.1 Where you have paid fees and you are entitled to a refund under these Terms and Conditions, then at your option we will either issue a credit note or return the amount you are due.

6.5.2 We will make the reimbursement without undue delay, and not later than twenty-eight (28) days after the day on which we are informed about your decision to cancel.



6.5.3 We will make the reimbursement using the same means of payment as you used for the initial transaction and you will not incur any fees as a result of the reimbursement.

6.6 Once you attend the consultation, the service is considered fully delivered and no refund is available.

## 7. Our Commitments to You

We are committed to providing your Consultation Services with the highest standards of safety, professionalism, transparency and care.

### 7.1 Reasonable Skill and Care

7.1.1 We will perform all Services with reasonable skill and care, using appropriately trained and competent members of our Staff, including clinical, nursing, administrative and support teams working within their professional scope of practice.

### 7.2 Qualified and Regulated Staff

7.2.1 We confirm that all medical, scientific and clinical Staff involved in your care:

7.2.1.1 Hold all required qualifications, registrations and professional licences;

7.2.1.2 Meet the standards set by their respective regulatory bodies (e.g., GMC, NMC, HCPC);

7.2.1.3 Work in compliance with the HFEA Code of Practice and all applicable regulatory and legal requirements.

### 7.3 Appointment Times and Continuity

7.3.1 We make every reasonable effort to ensure that appointments run to time and that, wherever possible, you see the same member of Staff for continuity of care. However:

7.3.1.1 We cannot guarantee that appointments will always run on schedule; and

7.3.1.2 We cannot guarantee that you will always see the same clinician.

### 7.4 Accurate Information and Transparency

7.4.1 We will explain consultations and recommendations clearly and in plain language so you can make informed decisions. This includes information about:

7.4.1.1 What the consultation involves and why any recommendations are made;

7.4.1.2 The possible options, limitations and likely next steps;

7.4.1.3 The costs of any further services that may be recommended;

7.4.1.4 Any changes that may be needed following review of further information or results.

7.4.2 All services are provided only with your informed agreement

### 7.5 Facilities, Equipment and Safety

7.5.1 We ensure that all facilities and systems used in delivering Consultation Services are suitable, well maintained and compliant with applicable standards.

### 7.6 Respect, Dignity and Confidentiality

7.6.1 You will be treated with dignity, respect and compassion at all times. Your privacy and confidentiality will be protected in accordance with UK data protection law and our Privacy Policy.

### 7.7 Acting in Your Best Interests

7.7.1 We will only make recommendations that are clinically appropriate and in your best interests.



## 8. Your Responsibility

As a patient receiving Consultations Services at a HFEA licensed fertility centre, you have certain responsibilities which help ensure that your care is safe, lawful and effective. These responsibilities are consistent with guidance from the HFEA and the Care Quality Commission (CQC).

You must:

- 8.1 Provide accurate, complete and honest information about your medical history, fertility history, medications, and any relevant personal circumstances. This information is essential for safe and appropriate clinical decision-making during your consultation.
- 8.2 Keep us informed of any changes to your health, personal circumstances, contact details (including postal address, email address and telephone number), or legal status that may affect your consultation, the advice we provide, or any subsequent recommendations.
- 8.3 Respond promptly to communications from us, particularly where we are seeking information, confirmation, or payment in connection with your consultation or any pre-consultation investigations you have requested.
- 8.4 Engage fully with the consultation process, including completing questionnaires, reading information provided to you, asking questions where needed, and ensuring that any information you provide is accurate and up to date.
- 8.5 Attend consultation appointments as arranged, or give reasonable notice if you need to cancel or reschedule. Missed or late appointments may affect the advice we are able to provide and the efficient use of clinical resources.
- 8.6 Pay all consultation fees and any associated investigation fees when due, in accordance with these Terms and Conditions and the Aria Price List.
- 8.7 Follow any clinical advice or preparatory instructions that are necessary for the safe and effective delivery of the consultation or any investigations you have agreed to undertake.
- 8.8 Treat staff and other patients with respect, and behave in a way that does not compromise the safety, dignity or wellbeing of others.
- 8.9 Comply with all applicable laws and regulatory requirements in the UK, and in any other location from which you access our Services. If any law applicable to you restricts or prohibits your ability to use Services or may affect the advice we provide, you must comply with those legal requirements and inform us immediately.

Failure to meet these responsibilities may limit or delay the Consultation Services we are able to provide, or, in some circumstances, may result in a consultation being cancelled or withdrawn in accordance with these Terms and Conditions.

## 9. Our Responsibility for Loss or Damage Suffered by You

This section explains when we may be legally responsible for loss or damage and when we are not. Nothing in this section affects your statutory rights as a patient or consumer.

- 9.1 What we do not limit or exclude
  - 9.1.1 We do not limit or exclude our liability where the law does not allow us to do so. This includes responsibility for:
    - 9.1.1.1 death or personal injury caused by our negligence (or the negligence of our staff, contractors or agents);
    - 9.1.1.2 fraud or fraudulent misrepresentation; and
    - 9.1.1.3 failure to provide the Consultation Services with reasonable care and skill.
- 9.2 When we may be responsible
  - 9.2.1 We may be responsible for loss or damage you suffer if we fail to provide the Consultation Services with reasonable care and skill, or otherwise breach this agreement and that failure causes you loss.
  - 9.2.2 We are only responsible for losses that were reasonably foreseeable as a result of our failure to provide the Consultation Services with reasonable care and skill or our breach of this agreement. A loss is foreseeable if it would



be an obvious result of that failure, or if both you and we were aware, at the time the contract was entered into, that such a loss might arise from that failure.

9.2.3 The fact that a risk, limitation or possible outcome has been explained or discussed with you does not mean that we accept responsibility for that outcome where we have provided the Consultation Services with reasonable care and skill and in accordance with this agreement. The occurrence of a known or explained risk does not, by itself, amount to a failure or breach on our part.

9.2.4 For the avoidance of doubt, poor outcomes, lack of success, or the materialisation of known or explained risks do not constitute loss or damage for which we are responsible where the Consultation Services have been provided with reasonable care and skill.

### 9.3 What we are not responsible for

9.3.1 We are not responsible for:

9.3.1.1 loss or damage that was not reasonably foreseeable;

9.3.1.2 loss or damage caused by your own actions, including where you do not follow clinical or administrative instructions or where you provide incomplete, inaccurate or misleading information;

9.3.1.3 loss or damage caused by events outside our reasonable control, such as unavoidable delays, equipment failure or third-party system failures; or

9.3.1.4 indirect or consequential losses, including loss of income, loss of opportunity or emotional distress, unless the law requires otherwise.

### 9.4 Limits on our liability

9.4.1 We do not limit or exclude liability for anything the law says we must remain responsible for (such as death, personal injury or fraud). In all other cases, and only where the law allows us to do so, our total liability to you shall be limited to the amount you have paid to us for the Consultation Services that relate to the claim.

9.4.2 This means that, in most cases, we are not responsible for losses that go beyond the value of the consultation fee.

### 9.5 Digital services and your devices

9.5.1 If you access our services using your own computer, phone or other device, you do so at your own risk. We are not responsible for damage to your devices or loss of data unless this is caused by our failure to use reasonable care and skill.

## 10. Data Protection and How We Use Your Personal Information

### 10.1 How we use your personal information

10.1.1 Any personal information you provide to us - whether through our website, in person, on registration or information forms, during consultations, over the telephone, by email, or otherwise – will be processed in accordance with our Privacy Policy, which is supplied with these Terms where applicable and is available at <https://ariafertility.co.uk/our-legal-terms/>

### 10.2 How and why we process your personal data

10.2.1 We process your personal data to enable us to:

10.2.1.1 Provide safe, effective and lawful fertility Consultation Services and related investigations;

10.2.1.2 Meet our legal, regulatory and professional obligations, including those under UK data protection law, the Human Fertilisation and Embryology Act (where applicable), the HFEA Code of Practice, CQC requirements and other relevant healthcare laws;



- 10.2.1.3 Communicate with you about your consultations, appointments, payments, investigations and any follow up recommendations;
- 10.2.1.4 Maintain accurate medical records and ensure appropriate continuity of care if you proceed to further services;
- 10.2.1.5 Handle complaints, incidents, safeguarding matters or legal claims;
- 10.2.1.6 Improve our services and comply with audit, quality, governance and training requirements.

### 10.3 Lawful bases for processing

10.3.1 We process your personal data under one or more lawful bases set out in UK data protection law, including:

- 10.3.1.1 Performance of a contract (to provide Consultation Services and related investigations);
- 10.3.1.2 Compliance with legal obligations (including regulatory and record keeping duties);
- 10.3.1.3 Vital interests (where necessary to protect your health or life);
- 10.3.1.4 Public interest in the area of public health;
- 10.3.1.5 Your explicit consent, where required (particularly for special category health data);
- 10.3.1.6 Legitimate interests, where appropriate and balanced against your rights and freedoms.

### 10.4 Special category and health data

10.4.1 Fertility related consultations require us to process special category personal data, including health, genetic and reproductive information. We apply enhanced safeguards to protect this information and process it only where permitted by law and professional guidance.

### 10.5 Sharing your information

10.5.1 We may share your personal information where necessary with:

- Members of our clinical, nursing and administrative teams;
- Regulatory bodies such as the HFEA or CQC where legally required;
- Laboratories or other healthcare providers involved in investigations you have agreed to;
- Professional advisers, insurers or legal representatives where necessary;
- Third party service providers who support our IT systems, records management or payment processing.

All third parties are required to protect your data and use it only for authorised purposes.

### 10.6 Data retention

10.6.1 We retain personal data only for as long as required by law, regulation and professional guidance. Retention periods are set out in our Privacy Policy.

### 10.7 Your data protection rights

10.7.1 You have rights under UK data protection law, including the right to:

- 10.7.1.1 Access your personal data;
- 10.7.1.2 Request correction of inaccurate data;
- 10.7.1.3 Request erasure or restriction of processing in certain circumstances;
- 10.7.1.4 Object to certain types of processing;
- 10.7.1.5 Data portability, where applicable;
- 10.7.1.6 Withdraw consent where processing is based on consent.
- 10.7.1.7 Details of how to exercise these rights are set out in our Privacy Policy.

### 10.8 Data security

10.8.1 We use appropriate technical and organisational measures to protect your personal data against unauthorised access, loss, misuse or disclosure.



## 10.9 Further information

- 10.9.1 For full details of how we collect, use, store and protect your personal data, please refer to our Privacy Policy at <https://ariafertility.co.uk/our-legal-terms/>

## 11. If There is a Problem With The Services

- 11.1 We are committed to providing a high-quality fertility service. If you have any questions, concerns or complaints about the Services you receive, we encourage you to raise them with us as soon as possible.
- 11.2 Concerns may be raised verbally with a member of staff or submitted as a formal written complaint. We will investigate all complaints fairly, confidentially and in accordance with our Complaints Procedure, which sets out how complaints are acknowledged, investigated and responded to.
- 11.3 Our Complaints Procedure is available on request and is also available at: <https://ariafertility.co.uk/our-legal-terms/>
- 11.4 We aim to acknowledge and respond to complaints within the timeframes set out in our Complaints Procedure. Making a complaint will not affect your ongoing care or treatment.
- 11.5 If you remain dissatisfied after completing our complaints process, you may contact the Human Fertilisation and Embryology Authority (HFEA), the independent regulator of fertility clinics in England:  
Email: [enquiristeam@hfea.gov.uk](mailto:enquiristeam@hfea.gov.uk)  
Telephone: +44 (0)207 291 8200

## 12. Force Majeure

- 12.1 We will not be liable for any delay in performing, or failure to perform, any of our obligations under these Terms and Conditions where such delay or failure results from events or circumstances beyond our reasonable control (a Force Majeure Event).
- 12.2 A Force Majeure Event includes, but is not limited to:
- 12.2.1 acts of God, natural disasters, extreme weather events, floods, fire, earthquake or other natural catastrophes;
  - 12.2.2 war (whether declared or not), armed conflict, terrorism, civil unrest, riot, insurrection or acts of sabotage;
  - 12.2.3 epidemic, pandemic, public health emergency or outbreak of infectious disease;
  - 12.2.4 acts or omissions of government, public health authorities, regulators or courts, including changes in law, regulation, guidance, licensing conditions or mandatory restrictions;
  - 12.2.5 failure or interruption of utilities, transport networks, communications systems, IT systems or video-consultation platforms;
  - 12.2.6 events affecting the availability of clinicians where caused by circumstances outside our reasonable control; or
  - 12.2.7 any other event or circumstance which we could not reasonably have anticipated or avoided and which prevents or materially restricts the provision of Consultation Services.
- 12.3 Where a Force Majeure Event occurs, we will take reasonable steps to minimise disruption and, where possible, reschedule or rearrange your consultation. We will not be responsible for any loss, delay or disruption caused by a Force Majeure Event.

## 13. Other Important Terms

### 13.1 Transfer of Rights

- 13.1.1 We may transfer our rights and obligations under this agreement to another organisation. If this happens, we will notify you in writing. If you reasonably believe that the transfer may adversely affect your rights under this agreement, you may end the agreement by giving us written notice.

### 13.2 Third Party Rights



13.2.1 This agreement is between you and us. No other person shall have any rights to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

### 13.3 Severability

13.3.1 Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any provision (or part of a provision) is unlawful, invalid or unenforceable, that provision (or part) shall be deemed severed from the agreement, and the remaining provisions shall remain in full force and effect.

### 13.4 Governing Law and Jurisdiction

13.4.1 These Terms and Conditions are governed by English law. You and we both agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or the Consultation Services

### 13.5 Waiver

13.5.1 This section explains that being flexible in one situation does not remove our right to apply these Terms and Conditions in the future.

13.5.2 Sometimes we may choose not to enforce a particular requirement straight away, or we may allow flexibility in how these Terms and Conditions are applied. This does not mean that we have given up our right to enforce those terms later.

13.5.3 We will only be treated as having given up ("waived") a right if we clearly confirm this in writing. Any such waiver will apply only to the specific situation it relates to and will not prevent us from enforcing the same or any other right in the future.

### 13.6 Changes to This Agreement

13.6.1 Each time you enter into a consultation with us, the Terms and Conditions in force at that time will apply to that consultation.

13.6.2 We will not change the Terms and Conditions that apply to an existing consultation agreement unless we are legally allowed to do so and you are given appropriate notice. Where the law requires your agreement to a change, we will not apply that change unless and until you have agreed to it in writing.

## 14. Acceptance

14.1 By proceeding with the agreed Consultation Services, you confirm that you:

14.1.1 understand and agree to these Terms and Conditions and agree to be bound by them;

14.1.2 have voluntarily chosen to participate in the consultation;

14.1.3 have had the opportunity to ask questions and receive explanations where needed; and

14.1.4 have been provided with the information you need to make an informed decision about proceeding with the consultation.