



Virgin Health Bank

Family Banking Service

Application Pack



**TERMS OF CONTRACT WITH VIRGIN HEALTH BANK LIMITED
FOR 25-YEAR CORD BLOOD STEM CELL
FAMILY BANK
UK CUSTOMERS**

1. PLEASE READ CAREFULLY

1.1 This document is important because it contains the terms ("**Terms**") on which we provide goods and services and forms part of the contract between Virgin Health Bank Limited ("**we**" / "**us**" or "**Virgin Health Bank**") and you.

1.2 The following completed and signed documents (including without limitation your answers) are together the contract ("**Contract**") between you and us:

- (a) these terms ("**Terms**");
- (b) the fee schedule ("**Fee Schedule**");
- (c) the UK Informed Consent Form;
- (d) the UK Informed Consent to Low Volume Storage Form (if you have chosen to give your consent);
- (e) the Maternal Health Questionnaire;
- (f) the document headed "*Reasons there might be no therapeutic benefit*"; and
- (g) the document headed "*Working with Virgin to Collect and Store Stem Cells*", which are our instructions for you.

("Contract Documents").

No other terms, conditions, undertakings, promises or representations, or anything said or written by you or by Virgin Health Bank prior to the date of the Contract are expressly or are impliedly included as terms of the Contract and all implied contract terms which can be excluded by law, are excluded.



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- 1.3 Please read all these documents carefully and let us know by post, telephone or email at: Virgin Health Bank Customer Support Centre, 266-270 Gunnersbury Avenue, London W4 5QB, 0845 620 9663 or enquiries@virginhealthbank.com if you have any questions or would like a more detailed explanation of the goods and services you are purchasing and your expectations of them.
- 1.4 Headings do not affect the interpretation of these Terms.
- 1.5 **If you think that there are any mistakes, please let us know before signing the Terms.**
- 1.6 **Please read in particular the limitations which apply to our liability in Term 7 below.**

2. UNDERSTANDING THE CONTRACT

- 2.1 Words, which we use repeatedly, are described below and will help you to understand the Terms:
- (a) **“Child”** the child from whose umbilical cord and placenta the Unit is taken (in the case of multiple births, it refers to each of those children, individually);
 - (b) **“Collector”** the individual, partnership, company or hospital you have chosen to collect the Unit and the Maternal Blood Sample;
 - (c) **“Family Bank”** the location for storage of Units, which are available for use by any person in the world, agreed to by the Responsible Person;
 - (d) **“Family Bank Units”** Units stored in the Family Bank;
 - (e) **“Maternal Blood Sample”** samples of blood collected or to be collected from the mother of your Child for testing;
 - (f) **“Responsible Person”** you, or (i) the person(s) having parental responsibility for your Child if this changes before your Child reaches the age of 18; and (ii) once your Child reaches the age of 18, your Child or any person appointed as their attorney under a Lasting Power of Attorney or as their deputy by the Court of Protection;



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- (g) **“Unit”** the sample of placental and umbilical cord blood collected at the birth of your Child and/or the stem cells extracted from that blood;
- (h) **“UK Regulatory Authority”** the current UK regulatory authority which is responsible for regulating and licensing our activities of collecting and storing umbilical and placental cord blood and stem cells is the Human Tissue Authority and “UK Regulatory Authority” shall include any governmental body taking over that role in the future.
- (i) **“Virgin Health Bank/we/us”** Virgin Health Bank Limited;
- (j) **“you/ your”** the Mother of your Child and, if they have signed these Terms, the father or second legal guardian and includes any person lawfully and officially appointed to make decisions and act for you, including decisions and/ or actions required or necessitated by the Contract.

3. OUR CONTRACT WITH YOU

- 3.1 The Contract is formed when we have received from you all the Contract Documents completed and signed as well as cleared funds for the correct amount of the Booking Fee specified in the Fee Schedule.
- 3.2 The Contract Documents include all contract terms between you and us and no other terms shall be included. The Contract does not include: any terms, which might be implied by law and which we may lawfully exclude; any statements made by our employees; or details included in any of our brochures. You agree that you have read these Terms and have relied on them and not on any other statements, whether oral or written, when entering into the Contract.
- 3.3 Please ensure that you read and understand these Terms before you sign the Contract Documents, because you will be bound by the Terms once a Contract comes into existence between us, in accordance with Term 3.1.
- 3.4 If any of these Terms are inconsistent with any term of the other Contract Documents, the Terms shall prevail.



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3.5 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and changes in relevant laws and regulatory requirements. If the revision affects your Contract, we will notify you in writing of these changes before applying them. These changes will not however allow us to perform the Contract in a manner, which is substantially different from what you reasonably expected, or to not perform our obligations in the Contract at all or to exclude or restrict any of our liability for our own breach of the Contract. No other variations of the Contract might be made by you or by us.

3.6 The goods ("**Goods**") and services ("**Services**") which we will provide to you are those described in the Contract Documents and in particular in the Fee Schedule, and will be provided to you personally and not to any other person.

4. INSTRUCTIONS TO US

4.1 We will act on your instructions. If more than one person has signed these Terms, then we may (until your Child reaches 18) accept instructions from either of you and do not need in addition the written consent of the other person. You accept and agree that if we act on the written instructions of only one of you, that we will have no liability to the other person if we do act on those instructions. If one of you is at any time granted sole custody of your Child and you have provided us with a certified copy of the court order, then we will amend our records so that following receipt, only the parent with sole custody might provide us with instructions.

4.2 If more than one person has signed the Terms, then we may seek payment of all of our fees from either of you.

4.3 The law in the UK provides that once your Child reaches the age of 18 years, they will take over responsibility for the Unit from you. After your Child's 18th birthday we will therefore have to take instructions from your Child (or any person appointed as their attorney under a Lasting Power of Attorney or as their deputy by the Court of Protection), and not from you, about the storage and use of the Unit.



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5. OUR PROMISES TO YOU

Our Services

- 5.1 We promise to operate our Services to meet as a minimum the standards required by law and by the UK Regulatory Authority.
- 5.2 We promise that all our staff will treat you with courtesy and respect.
- 5.3 We are licensed to provide the Services by the Human Tissue Authority and operate within the requirements issued by them.
- 5.4 We will check the professional qualifications of the person you nominate as Collector or the individuals working for the Collector you nominate to ensure that they are appropriately qualified and otherwise suitable to be able to competently use the Collection Kit to collect the Unit.
- 5.5 We promise that unless we are prevented from doing so by circumstances beyond our control, we will provide Services which:
- (a) are carried out with reasonable care and skill; and
 - (b) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 5.6 In the unlikely event that the Services do not conform to the Contract, please let us know as soon as possible after we have carried them out. We promise that we will listen to your concerns and will determine at our discretion whether or not to provide you with a full or partial refund. We will also, if you wish us to, make the Unit available for collection by a suitable cord blood bank to whom you wish it to be transferred.
- 5.7 Except where the law requires otherwise, the refund and/ or transfer provided for in Term 5.6 will be your only remedy where Services are not properly performed as we have agreed that they should be. This does not affect your statutory rights.



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Collection Kit

- 5.8 The collection kit ("**Collection Kit**") includes equipment, instructions, forms and labels for the collection of your Unit and of the Maternal Blood Sample and for returning them to us.
- 5.9 If you are expecting more than one baby, one individual Collection Kit will be sent for each expected Child but only one Maternal Blood Sample will be need to be returned with the Unit(s).
- 5.10 Only your Collector may use the Collection Kit provided to you to collect the Unit and the Maternal Blood Sample from your placenta and umbilical cord. They will be asked to sign the documents accompanying the Unit and the Maternal Blood Sample to confirm that they have collected them.
- 5.11 The Collection Kit will be sent to you once you have completed, signed and returned all the Contract Documents to us and paid the Booking Fee in cleared funds.
- 5.12 We warrant to you that the Collection Kit as dispatched by us will be fit for its purpose and will be of satisfactory quality.
- 5.13 It is important that the Collection Kit is protected from damage and temperatures below 15 degrees Celsius or above 30 degrees Celsius. You may be charged for any replacement Collection Kit delivered to you as well as the cost of delivery of the replacement(s). The cost of replacing a whole Collection Kit plus delivery is detailed in the Fee Schedule.

Collector

- 5.14 You will have your own separate contract with the Collector for the proper collection of the Unit and the Maternal Blood Sample. The Collector will be responsible to ensure that the Unit and the Maternal Blood Sample are properly collected and packaged. This is a responsibility which they owe directly to you through your contract with them.
- 5.15 We promise that we will check the name and details of the Collector you provide to us to check that they have received our training and will let you know if you need to select a different individual to be your Collector.



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5.16 If you have any issues with your Collector, please refer this to the Collector, as we do not have a relationship with them specifically in relation to you and collection of your Unit and Maternal Blood Sample.

Blood Testing

5.17 We are required by law to carry out specific tests on the Unit and on the Maternal Blood Sample and any second Maternal Blood Sample. We need your consent to carry out these tests and your signature of the UK Informed Consent Form indicates that you agree to these tests being carried out and to our informing your General Practitioner of the results of those tests. The purpose of these tests is to decide whether the Unit is suitable for storage and use.

5.18 The tests, which we are currently required to carry out, are listed in the UK Informed Consent Form.

5.19 If Virgin Health Bank are at any time required to notify the UK authorities of infections that you or your Child might be carrying, you also consent to Virgin Health Bank providing your details and details of those infections, as required by law from time to time to the UK authorities.

5.20 We will let you know when we have your blood test results and will send a copy of them to your General Practitioner, who will be able to answer any questions that you might have.

Processing

5.21 We will only process the Unit to extract stem cells for storage if:

- (a) there are no signs of microbiological contamination;
- (b) there is sufficient blood volume or you have consented to the storage of a low volume of cord blood;
- (c) there are no signs of deterioration of the Unit;
- (d) the Unit has been properly collected, stored and transported; and



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(e) the Unit is otherwise suitable for processing.

Long Term Storage

5.22 If the Unit is suitable for processing and we are able to successfully extract sufficient stem cells as provided in Term 5.21, we will store them in the Family Bank for 25 years, or until they are transferred for transplantation upon the request of the Responsible Person.

After 25 years of storage

5.23 After 25 years, we will contact the Responsible Adult to ask what they would like us to do with the stem cells stored for you and your family and provide you with a price list for the options available at that time. If after six months, we are unable to contact the Responsible Adult at their last known address or we receive no instructions from them, then you agree that these stem cells shall be donated to Virgin Health Bank, becoming the property of Virgin Health Bank and shall be included in the Community Bank and that the Responsible Adult shall have no further rights in or to the Unit.

6. PRICE AND PAYMENT

6.1 The fees payable for our services and the terms of payment are set out in the **Fee Schedule**. There are two different pricing packages available for the Family Bank. You have selected to store the Units in the Family Bank. You can also select whether to pay the processing and storage in instalments or a single amount. **If you pay for processing and storage in instalments, the total amount you will pay is greater than if you pay in a single instalment.** Please sign the Fee Schedule to indicate the option you have chosen.

6.2 If you are paying by instalments and fail to pay on time, we will notify you of this. If any instalment still remains outstanding for more than six months, then you agree that your stem cells shall be donated to Virgin Health Bank, who shall decide how and when they might be used or destroyed. For more information on those uses, please see the Informed Consent Form.



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7. LIMITATION OF LIABILITY

Allocation of responsibilities

- 7.1 Please note that there are many factors affecting whether a Unit might be successfully obtained, stored and used and that we are not able to provide any guarantee of a successful collection, or storage or use. We do not accept any responsibility for any of these activities where they are not fully within our control. We ask that you understand that you are paying for a potential chance of therapeutic benefit, but not a guarantee.
- 7.2 We can have no liability in relation to Units which are not correctly collected, packed, transported or documented because we have no control over the collection: this is the responsibility of your Collector and you will have a contract directly with the Collector which will deal directly with liability for their failures.
- 7.3 Our responsibility with respect to the Unit and the Maternal Blood Sample will start from the time they are collected by our courier.
- 7.4 Once the Unit has left Virgin Health Bank premises to be used, or to be stored by any other stem cell bank, Virgin Health Bank will no longer be responsible for anything that happens to that Unit.
- 7.5 The exclusions and limitations of liability included in these Terms apply to our directors, employees, agents and contractors.

Limits on Liability

- 7.6 Subject to Term 7.9, if either we or you fail to comply with these Terms, neither shall be responsible for any losses that the other suffers as a result, except for those losses which you or we could reasonably foresee would result from the failure to comply with these Terms.
- 7.7 Neither you nor we shall have any remedy if the other has made any untrue statement and on which you or we have relied on entering into this Contract, unless such untrue statement was made fraudulently, and in that case the only remedies shall be for breach of contract.



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- 7.8 Subject to Term 7.9, neither we nor you shall be responsible to the other for the following losses, whether in contract, tort (including without limitation negligence), breach of statutory duty or otherwise: indirect losses; consequential losses; loss of income or revenue; third party claims; loss of business; loss of anticipated savings; or loss of an opportunity.
- 7.9 No Term, including without limitation this Term 7, shall exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any breach of the obligations implied by the Sale of Goods Act 1979 or of the Supply of Goods and Services Act 1982 and in respect of which obligations the law prohibits us from so limiting or excluding our liability; or
 - (d) losses where the Consumer Protection Act 1987 prohibits us from so limiting or excluding our liability for those losses; or
 - (e) any other matter for which it would be illegal or unlawful for us to so limit or exclude or attempt to so limit or exclude our liability.

Financial Limits

(i) Damage to Unit or Maternal Blood Sample

- 7.10 If due to our fault or negligence the Unit or Maternal Blood Sample is damaged or destroyed and as a result the Unit is not able to be used for any treatment, the maximum amount for which we shall be liable to you shall be £50,000.

(ii) Other Damage

- 7.11 If due to our fault or negligence we cause loss or damage to you, (other than where that damage or loss arises as a result of loss of or damage to the Unit or Maternal Blood Sample meaning that the Unit



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cannot be used for treatment) then save for personal injury or death caused by our negligence, our liability shall be limited to the amount of the fees paid by you pursuant to this Agreement.

8. EVENTS OUTSIDE OUR CONTROL

8.1 We will work hard to try to ensure that we perform our obligations under these Terms. If despite our reasonable efforts events outside our reasonable control cause us to fail to perform, or to delay in our performance of any of our obligations under these Terms ("**Force Majeure Event**"), we shall not have any liability to you for that failure or delay.

8.2 Our obligations under these Terms are suspended for the period that the Force Majeure Event continues, and we will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to an end or to find a solution by which our obligations under these Terms can be performed despite the Force Majeure Event.

9. TERMINATION

9.1 You may cancel a Contract at any time within seven working days, beginning on the day after you have accepted the terms of this Contract by signing and returning the Contract Documents to us. If Virgin Health Bank has dispatched a kit; you are liable for the booking fee even if you cancel in the seven days.

9.2 To cancel this Contract, you must inform us in writing.

9.3 Except as provided in Terms 9.1 and 9.2, once you have signed and returned to us the Contract Documents a Contract is made between us and you cannot terminate this Contract unless we fail to provide you with the Goods and Services we have agreed to provide.

9.4 Termination will not affect either party's outstanding rights or duties, including without limitation our right to recover from you any money you owe us under these Terms.



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10. PERSONAL CONTRACT

10.1 The Contract is personal to whoever is the Responsible Person at the relevant time. The Responsible Person cannot transfer their rights under the Contract to any other person, save that rights shall automatically transfer upon a change in the individual who is the Responsible Person, as defined. The Collection Kit is not to be used by any other person. We can transfer all or any of our rights and obligations under these Terms to another organization and may subcontract our obligations to any third party, but this will not affect your rights under these Terms.

11. NOTICES

11.1 All notices sent by you to us must be sent to: Virgin Health Bank at Virgin Health Bank Customer Support Centre, 266-270 Gunnersbury Avenue, London W4 5QB or by Email to: enquiries@virginhealthbank.com. We may give notice to you at either the e-mail or postal address you provide to us in the Contract Documents or any updated e-mail or postal address provided from time to time by the Responsible Person.

11.2 It is vitally important that you tell us as soon as possible of your new address if you move home or change your telephone number or email address.

11.3 You might also provide us with a third party's name and address together with their written consent to our storing and using their details in case we are unable to contact you.

11.4 Notices sent to the third party nominated in accordance with Term 11.3 will constitute notice to you.

11.5 Notice will be deemed received and properly served 24 hours after an e-mail is sent or three days after the date of posting of any letter to the UK from within the UK or seven days after the date of posting of any letter to or from any other address. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that the e-mail was sent to the specified e-mail address of the addressee.



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12. GENERAL

- 12.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 12.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
- 12.3 Other than a Responsible Person who is not "you", a person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999. The Responsible Person who is not "you" shall not have any rights different from those provided to you by the Contract.
- 12.4 You and we agree that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 12.5 You and we agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including without limitation non-contractual disputes or claims), but that we shall have the right to take action against you in any country in which you are domiciled or resident at the relevant time.



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SIGNATURES: YOUR AGREEMENT

I have read the following documents which together form the Contract between me/us and Virgin Health Bank Limited and have signed each of them:

- (a) these terms ("**Terms**");
- (b) the fee schedule ("**Fee Schedule**");
- (c) the UK Informed Consent Form;
- (d) The UK Informed Consent to Low Volume Storage Form (if you have chosen to give your consent);
- (e) the Maternal Health Questionnaire;
- (f) the document headed "*Reasons there might be no therapeutic benefit*";
- (g) the document headed "*Working with Virgin to Collect and Store Stem Cells*", which are our instructions for you.

I have had an opportunity to ask questions about the Contract and have received and understand the answers to those questions.

I have read in full and understood the Contract and agree to its terms and in particular Term 7, which limits your liability. I also understand that I am responsible for engaging the Collector and that any issues arising with the collection will need to be resolved between the Collector and me.

Mother's signature



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Mother's full name
(Please print)

Date



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I have read the following documents which together form the Contract between me/us and Virgin Health Bank Limited and have signed each of them:

- (a) these terms (“**Terms**”);
- (b) the fee schedule (“**Fee Schedule**”);
- (c) the UK Informed Consent Form;
- (d) the UK Informed Consent to Low Volume Storage Form (if you have chosen to give your consent);
- (e) the Maternal Health Questionnaire;
- (f) the document headed “Reasons there might be no therapeutic benefit”;
- (g) the document headed “Working with Virgin to Collect and Store Stem Cells”, which are our instructions for you.

I have had an opportunity to ask questions about the Contract and have received and understand the answers to those questions.

I have read in full and understood the Contract and agree to its terms and in particular Term 7, which limits your liability. I also understand that I am responsible for engaging the Collector and that any issues arising with the collection will need to be resolved between the Collector and me.

Second Legal Guardian’s
signature

(if details have been
provided)

Second Legal Guardian’s



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Full name (Please print)

Date



25-YEAR CORD BLOOD STEM CELL STORAGE

UK INFORMED CONSENT FORM FAMILY BANKING

YOUR MEMBERSHIP DETAILS:

Please review the details below. If any information is incomplete or incorrect, please change it in ballpoint pen using capital letters.

Mother's details:

Title	
First name	
Last name	
Date of birth	
Due date	
Number of babies expected	
Address	
Telephone	
Alternative telephone number	
Email	
Alternative email	
General Practitioner's (GP) name, address and telephone	

Your baby's Second Legal Guardian's details:

If you have not provided details of your baby's Second Legal Guardian, this section will be left blank.

Title	
First name	
Last name	



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UK INFORMED CONSENT FORM FAMILY BANKING

Address	
Telephone	
Alternative telephone number	

This document is important because it contains the information which you need to know in order to be able to provide informed consent in relation to the storage of your umbilical cord blood and/ or stem cells extracted from it (both being the "**Cord Blood Unit**") and maternal blood samples obtained from you (the "**Maternal Blood Samples**") for the purposes of cord blood stem cell storage ("**Stem Cell Banking**").

This informed consent form forms a part of the contract between Virgin Health Bank Limited ("**we**" / "**us**" or "**Virgin Health Bank**") and you.

Unless we have your prior written consent (which we ask to be provided by signing this UK Informed Consent Form), we cannot accept, process or store your cord blood cells or maternal blood samples. You do not have to sign this Informed Consent Form if you do not want to provide maternal blood samples and umbilical cord blood to Virgin Health Bank.

If you think that there are any mistakes in this Informed Consent Form, or you have any unanswered questions, please let us know before signing this document.

Contact:

Virgin Health Bank Customer Support Centre, 266-270 Gunnersbury Avenue, London W4 5QB,

0845 620 9663 or enquiries@virginhealthbank and we will be happy to help you and to provide answers to your questions.



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UK INFORMED CONSENT FORM FAMILY BANKING

INFORMED CONSENT

It is necessary that before we arrange to collect any Maternal Blood Samples and the Cord Blood Unit that we have your informed consent to our accepting and testing them and to processing and storing the Cord Blood Unit and to our collecting, storing and using your personal information and personal information relating to your child.

Below you will find the information that we consider you should know before providing your consent. If however, you would like more information, please do not hesitate to contact us at the address provided on the first page of this document.

The provision of your consent is entirely voluntary, and, if given, will be evidenced by your signing this document at the place indicated at the end.

If you would like more information about Stem Cell Banking generally, please see the document entitled "[Cord blood banking: information for parents](http://www.rcog.org.uk/womens-health/clinical-guidance/cord-blood-banking-information-parents)", available on the website of the Royal College of Obstetricians and Gynecologists, at the date of the drafting of this Informed Consent Form at: <http://www.rcog.org.uk/womens-health/clinical-guidance/cord-blood-banking-information-parents>

1. Purpose and nature of your provision of Cord Blood and Maternal Blood Samples

Your Choices

- 1.1 A decision not to store stem cells extracted from blood from your umbilical cord will not damage your health or the health of your child or any other person.
- 1.2 You have the right at any time to withdraw your consent to Virgin Health Bank processing or storing your Cord Blood Unit, except if the Cord Blood Unit has already been sent to a third party to be used.



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UK INFORMED CONSENT FORM FAMILY BANKING

1.3 You should be aware that:

- (a) if you enter into a contract with Virgin Health Bank for the acceptance, processing and storage of a Cord Blood Unit, there are a number of reasons why the Cord Blood Unit might not be processed and stored; and
- (b) the storage of a Cord Blood Unit does not guarantee that the stem cells will be of any future medical benefit, and in particular the effectiveness and success of using such stem cells for specific treatments will depend on developments in medical technology, as well as individual circumstances.

Please review the document called "***Reasons there might be no therapeutic benefit***" which explains this in more detail, and ask us if you have any questions.

- 1.4 If you do decide to store a Cord Blood Unit, you have a choice between providing a Cord Blood Unit for Virgin Health Bank's Family Bank or for its Community Bank.
- 1.5 The major difference between the Family and the Community banks is that the Cord Blood Unit donated to the Family Bank will be reserved for use at your direction (or the direction of the Responsible Person at the time (see our Terms and Conditions for further information about who might be the 'Responsible Person'), whereas, when the Cord Blood Unit is donated to the Community Bank, only the stem cells extracted from the first 5 milliliters of the Cord Blood Unit will be reserved for your family. The rest of the Cord Blood Unit provided to the Community Bank will be used at the direction of Virgin Health Bank.
- 1.6 If it is not safe to store the stem cells because of the presence of certain viruses or bacteria or fungi, they will be destroyed without notifying you in advance.



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UK INFORMED CONSENT FORM FAMILY BANKING

2. What will happen to your Cord Blood Unit and Maternal Blood Samples?

Collection

- 2.1 The Maternal Blood Samples and Cord Blood Unit have to be collected by a healthcare professional contracted by you at the time of the birth. This is not arranged by Virgin Health Bank and is your responsibility.
- 2.2 An additional Maternal Blood Sample may need to be collected by a healthcare professional at a later date and can be arranged by you with your Collector.
- 2.3 It is your responsibility to liaise with the hospital at which you propose to give birth to arrange for the collection of the Cord Blood Unit and the Maternal Blood Samples by a person ("**Collector**") who meets the following requirements (or is provided by a company employing individuals fulfilling these requirements), in order to provide you and your Cord Blood Unit with protection:
- (a) a trained healthcare professional; and
 - (b) recognized and accepted by Virgin Health Bank Limited as being qualified to carry out this function, and working under a valid third party agreement with Virgin Health Bank Limited; and
 - (c) has a written contract with you for the collection of the Samples and their provision to the Virgin Health Bank courier.



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- 2.4 Please read the document headed: "**Working with Virgin Health Bank to Collect and Store Stem Cells**" for more information on the procedures and requirements for collection of the Cord Blood Units and Maternal Blood Samples.

Processing and Storage

- 2.5 The Cord Blood Unit provided is subject to processing to extract stem cells from it and these cells are then cryopreserved (frozen) and stored if they are considered to be safe to store. If they are not considered to be safe to store, they will be destroyed.
- 2.6 We will ordinarily test your Maternal Blood Samples and store both these and your Cord Blood Unit in the UK, but, in case of a serious incident threatening their continued safe storage, we might transfer them to a Virgin Health Bank owned and/ or controlled facility in another country.

Consent and How to Withdraw Consent at any time

- 2.7 You, and upon reaching the age of majority, your child, have a right to withdraw consent to the continued processing and storage and use of your Cord Blood Unit held by Virgin Health Bank at any time. To withdraw consent, we will ask the Responsible Person to complete and sign a "Destruction Notice". Promptly after receiving a correctly completed and signed Destruction Notice, the Cord Blood Unit will be destroyed.
- 2.8 You acknowledge that it will not be possible to destroy the Cord Blood Unit after it has been transferred to a third party for use. Your withdrawal of consent to the use of the Cord Blood Unit at this time will therefore not be effective.

Use of Cord Blood Units

- 2.9 Cord Blood Units which have passed the applicable storage eligibility criteria for use in transplants, and which are included in the Family Bank will only be used for transplant purposes and at your discretion, or the discretion of your child once they reach majority, except as otherwise provided in paragraph 2.10 below.



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- 2.10 Cord Blood Units which have not passed the applicable storage eligibility criteria for use in transplants will be destroyed.
- 2.11 In the normal course, you or the Responsible Adult will make decisions about the use of your Cord Blood Unit or its destruction. There are however some circumstances in which Virgin Health Bank will instead make the decision about the use of your Cord Blood Unit, and you agree that Virgin Health Bank shall have the right to do so in the following circumstances:
- (a) if, when we contact the Responsible Person before the end of the 25 year storage period to ask what they would like us to do with the Cord Blood Unit stored for you and your family, and we are unable to contact the Responsible Person at their last known address or we receive no instructions from them or they agree that we may decide how to use your Cord Blood Unit; and
 - (b) if you fail to pay any of the Fees that are due and payable for our Cord Blood Banking services.
- 2.12 Virgin Health Bank shall decide, without asking you how, by whom and where the Community Bank Unit and, in the circumstances outlined in paragraph 2.11 above, your Cord Blood Unit might be used. These uses include the particular Cord Blood Unit's: (i) destruction; or (ii) transfer to a third party, such as a hospital for use with a patient needing a transplant of stem cells, or to an institution researching potential uses for stem cells. This research might include genetic testing or DNA analysis. Please note that the third party receiving the Cord Blood Unit might be based outside the UK and could be a profit or not-for-profit institution, and that Virgin Health Bank might sometimes receive payment for your Cord Blood Unit.
- 2.13 Please note that if Virgin Health Bank continues to store any Cord Blood Unit from you (and has not transferred it to a third party for use), the Responsible Adult will nevertheless have the right at any time to request that your Cord Blood Unit be destroyed.
- 3. The possible consequences of your provision of your cord blood and maternal blood samples, including "material" or "significant" risks**



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- 3.1 The healthcare team managing the birth of your child are required to prioritise the health of mother and baby, and this might mean that the Cord Blood Unit is not collected.
- 3.2 In terms of the risks to health posed by the collection, you should be aware that the collection of the Maternal Blood Samples may cause you some pain and discomfort.
- 4. Reasons we might not be able to process and/ or store the Cord Blood Unit**
- 4.1 There are a number of reasons why the Cord Blood Unit might not be processed or stored. These are set out in detail in the document called "**Reasons there might be no therapeutic benefit**".
- 5. Analytical Tests that are to be performed**
- 5.1 The Maternal Blood Samples will be subject to the tests which we are required by law to undertake, and which currently include tests for: human immunodeficiency virus (HIV 1 and HIV 2), hepatitis B and C, human T-cell lymphotropic virus (HTLV 1 and HTLV 2) Cytomegalovirus (CMV) and syphilis.
- 5.2 The results of tests on Maternal Blood Samples may reveal diseases or other infections affecting your health and/or the health of your child and of which you may not be presently aware. The discovery of such disease or infection may be distressing for you and your child and may indicate that you and/or your child should seek further medical advice and treatment.
- 5.3 The Cord Blood Unit will be subject to a form of genetic testing or DNA analysis that will determine whether it might be compatible with the genetic profile or DNA of the intended recipient.
- 5.4 The Cord Blood Unit will also be tested for the viability of the cells, number of stem cells and the proliferative capacity of the stem cells to form colonies.



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Your right to receive results

- 5.5 You have the right to be informed of the results of any tests undertaken on your Maternal Blood Samples and Cord Blood Unit.
- 5.6 If the results provide information that is of concern to your health or the health of your child, we will inform your GP using the contact details set out on the first page of this Informed Consent Form in order that they can explain the results to you and provide any necessary medical follow-up. We will take appropriate measures to ensure the security and privacy of your results in contacting your GP and it is also important that you inform us immediately if you change GP.

6. How we store and make use of and protect your personal information and the personal information of your child

- 6.1 You have provided us with personal data concerning you and your child, and as a result of providing Stem Cell Banking services we might acquire additional personal data about you and your child. This information will include details concerning you and your child's identity, such as name, address, date of birth, home and work telephone, e-mail address, medical history and other sensitive information such as the results of the tests conducted on your Cord Blood Unit and Maternal Blood Samples ("**Personal Data**").
- 6.2 Personal Data may be stored, used, transferred, disclosed and otherwise processed in connection with the conduct of our cord blood banking business and as required and permitted by law.
- 6.3 Virgin Health Bank Limited and its service providers and sub-contractors engaged in the processing and storage of blood samples and stem cells are required by law to maintain records including Personal Data.
- 6.4 If the Cord Blood Unit is to be used for transplant purposes, we might at that time use your contact details to contact you to ask about the health of your child since birth. This is because if your child suffers from certain types of diseases, this could mean



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that the Cord Blood Unit might not be safe to be used for any transplant. This is a regulatory requirement.

- 6.5 You, and upon reaching the age of majority, your child, have the right to withhold your consent to the processing, transfer and holding of your Personal Data. If you withdraw that consent, we will not be able to continue to provide you with our services and any Cord Blood Unit in our possession would have to be destroyed. Where a Cord Blood Unit is used in a transplant we are required by law to continue to hold your Personal Data for 30 years after the date of the transplant, and in this situation, even if you withdraw your consent, we must continue to hold your Personal Data for this period.
- 6.6 You, and upon reaching the age of majority, your child, are entitled to request further information about the Personal Data held by us concerning each of you and for which a fee may be chargeable. You can exercise this right by contacting us at the address provided above.
- 6.7 You consent, on behalf of yourself and your child, to the transfer of Personal Data between (including outside the United Kingdom and the European Union) and the use by, Virgin Health Bank Limited, its agents and employees, and service providers and sub-contractors engaged by Virgin Health Bank Limited in the transportation, processing, testing and storage of blood samples and stem cells and customer services, in each case in connection with the provision of our Cord Blood Banking services.
- 6.8 You consent on behalf of yourself and your child, that if your Cord Blood Unit is to be used in research or for transplant, that the results received from the testing of your Maternal Blood Sample and Cord Blood Unit may be supplied anonymously to the third party to whom the Cord Blood Unit is transferred (and which third party might be outside the United Kingdom or the European Union).

If you have any questions about the information contained in this UK Informed Consent Form, if you would like to request a copy of the personal data held by us, or if you need to update the information we hold about you, please contact Virgin Health Bank at: Telephone 0845 620 9665 or enquiries@virginhealthbank.com



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UK INFORMED CONSENT FORM FAMILY BANKING

SIGNATURES: YOUR INFORMED CONSENT

You are advised to read through this UK Informed Consent Form and the document headed ***“Reasons there might be no therapeutic benefit”*** as well as the document headed ***“Working with Virgin Health Bank to Collect and Store Stem Cells”***, which are our instructions for you. If you have read and understand those documents, as well as this UK Informed Consent Form, please sign below to confirm:

- (i) that you understand all three of those documents and consent to the terms contained in them and in particular but without limitation in respect of the activities of Virgin Health Bank in relation to your Cord Blood Unit and Maternal Blood Samples and the collection, storage, transmission and use of your personal data and the personal data of your child;
- (ii) that you have had a discussion with one of our representatives about the matters discussed in this UK Informed Consent Form;
- (iii) that you have been given the opportunity to ask questions about this UK Informed Consent form and Virgin Health Bank's stem cell banking services; and
- (iv) that you have had all your questions satisfactorily answered, including in relation to:
 - (a) the nature and purpose of and potential benefits from the collection, acceptance and processing of the Cord Blood Unit and the acceptance and performance of tests on the Maternal Blood Samples;
 - (b) the material or significant risks in collection of Maternal Blood Samples and the Cord Blood Unit;
 - (c) the use of your Cord Blood Unit for transplant or, if Cord Blood Unit is not suitable for transplant, but is safe to store, for the advancement of medicine through research by for-profit or not-for-profit institutions both in the UK and in other countries;
 - (d) the options available to you with respect to collection, use and storage of your Maternal Blood Samples and Cord Blood Unit;
 - (e) the tests that will be performed on the Maternal Blood Samples and the Cord Blood Unit and the information that might be provided to your general practitioner following those tests, and that you have a right to receive test results upon request;



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- (f) how your personal data and the personal data of your child is recorded, stored, protected, transmitted and used;
- (g) the material or significant risks involved in your providing Maternal Blood Samples and the Cord Blood Unit; and
- (h) the reasons there might be no benefits from providing the Maternal Blood Samples and the Cord Blood Unit.

Mother's signature

**Mother's full name
(Please print)**

Date

**Second Legal
Guardian's signature
(if details have been
provided)**

**Second Legal
Guardian's full name
(Please print)**

Date

Authorised by the Human Tissue Authority. Licence number 22514
Registered office: Virgin Health Bank Limited, 27 Old Gloucester Street, London, WC1N 3AX
United Kingdom
Registered in England. Registered number: 05359946
VAT registration number: 858 3748 73

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Reasons there might be no actual therapeutic benefit from storing your baby's stem cells

There is a whole variety of reasons why no therapeutic benefit might be obtained from the collected cord blood. A list of some of these reasons is set out below for your information, but other reasons might arise too. We want you to understand that the fees you are paying are not a guarantee that the unit of cord blood and any stem cells collected from it ("**Unit**") will be taken and used, or used successfully.

No Unit Collected

- 1.** If the delivery of your child occurs in an emergency situation and you are unable to give your collector sufficient notice to reach you in time to collect the Unit.
- 2.** The Unit is to be collected immediately following the birth of your child. The medical teams in charge of the delivery of the child are responsible for the health of you (the mother) and your child during and after labour. This is their priority and the collector will be obliged to follow the medical team's instructions. Prioritising the health of you (the mother) and your child might mean that the procedures, which the collector is obliged to follow to collect the Unit, cannot be followed. In these circumstances the Unit will not be collected.
- 3.** You understand that we are not responsible for occurrences during delivery of your child which prevent collection of the Unit and you accept that the safe delivery of your child and safeguarding your life (the mother) and your child are the priority at all times. If the Unit is not collected you will not be charged the processing and storage fees and will only need to pay the Booking Fee.
- 4.** If your Child is born early, and in particular before 32 weeks gestation, it is unlikely that there will be sufficient cord blood for collection.

Issues with collection

- 5.** You and your collector are responsible for collecting the Unit, packing it, and providing it to the courier in accordance with the instructions provided and the training received by the collector.



Reasons there might be no actual therapeutic benefit from storing your baby's stem cells

6. You understand that if the Unit is not collected, packed, stored and provided to the courier strictly in accordance with our instructions, that it is possible that the Unit might become damaged or contaminated or otherwise not be suitable for storage and/or transplantation.
7. Regulations require that your Collector takes a Maternal Blood Sample either at the time that the Unit is taken, or if this is not possible, within no more than 7 days of the delivery of your Child. If this is not adhered to, the cord blood unit may not be able to be used.

Unit issues

8. The Unit might not be suitable for storage and/ or transplantation for a number of other reasons, including:
 - (a) if the maternal blood tests show antibodies indicative of infection (see the Informed Consent Form for the list of those antibodies currently tested for);
 - (b) if the Unit is shown to be contaminated;
 - (c) if the Unit has not been properly collected (including completion of documents), packaged or stored following collection or during transportation in accordance with our instructions;
 - (d) if information in the Maternal Health Questionnaire or other information obtained by us indicates that the Unit is not suitable;
 - (e) if the maternal blood samples we ask you to provide are not provided in time;
 - (f) if the Unit includes cord blood of less than 35 milliliters from the umbilical cord of the same child (or children if identical twins);
 - (g) if the Unit deteriorates during storage so that it is no longer in a suitable condition for transplant use;



Reasons there might be no actual therapeutic benefit from storing your baby's stem cells

- (h) if the Unit is damaged while in transit to the facility or after being removed from storage, which is when damage is most likely to occur to a stored Unit.

Treatment Options

9. None of your family members, or anyone else in the case of Units in the Community Bank, might ever need treatment with the Unit.
10. If your Unit is stored in the Community Bank it will be available to any person who needs it for transplant and who Virgin Health Bank or its contractors agree may use it. Any Unit, which has already been used by a third party, will no longer be available for use by you or members of your family.
11. The doctor treating the patient for whom your Unit is supplied might decide for any reason not to use the Unit after it is supplied to them. The Unit would then need to be destroyed.
12. The practice of medicine, particularly in the biotechnology field is changing very quickly. As a consequence the development of new or different therapies in the future might mean that the Unit is not needed.



Working with Virgin Health Bank to Collect and Store Stem Cells FAMILY BANK

We need to work together to try to ensure that Cord Blood is collected and can be processed and stored for the benefit of you, your family and for others. You have an important role to play and we have therefore described separately here how you need to be involved in this process.

If you fail to undertake the activities outlined in this document it is possible that the Cord Blood will not be able to be collected and/ or processed and/ or stored. Please therefore read this document carefully and if you have any questions about what it is you are required to do please refer them to us.

This document forms part of our Contract with you, which is why we have asked you to sign and return a second copy.

1. DEFINITIONS

Words, which we use repeatedly below, are described below and will help you to understand the Terms:

- (a) **"Child"** the child from whose umbilical cord and placenta the Unit is taken (in the case of multiple births, it refers to each of those children, individually);
- (b) **"Collector"** the individual, partnership, company or hospital you have chosen to collect the Unit and the Maternal Blood Sample;
- (c) **"Maternal Blood Sample"** samples of blood collected or to be collected from the mother of the Child for testing;
- (d) **"Responsible Person"** you, or (i) the person(s) having parental responsibility for the Child if this changes before the Child reaches the age of 18; and (ii) once the Child reaches the age of 18, the Child or any person appointed as their attorney under a Lasting Power of Attorney or as their deputy by the Court of Protection;
- (e) **"Unit"** the sample of placental and umbilical cord blood collected at the birth of the Child and/ or the stem cells extracted from that blood;



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- (f) **“UK Regulatory Authority”** the current UK regulatory authority which is responsible for regulating and licensing our activities of collecting and storing umbilical and placental cord blood and stem cells is the Human Tissue Authority and “UK Regulatory Authority” shall include any governmental body taking over that role in the future.
- (g) **“Virgin Health Bank/we/us”** Virgin Health Bank Limited; and
- (h) **“you/ your”** the Mother of the Child and, if they have signed these Terms, the father or second legal guardian and includes any person lawfully and officially appointed to make decisions and act for you, including decisions and/ or actions required or necessitated by the Contract.

2. WHAT WE NEED FROM YOU

Before Collection of the Unit

- 2.1 We need you to tell us if in advance of delivery you have any concerns or questions. Our customer advisors are available to answer them 9am to 6pm Monday to Friday, except for public holidays in England on the following phone number: 0845 620 9663 or by email to: enquiries@virginhealthbank.com.
- 2.2 Please provide us with full, complete and accurate information in the Maternal Health Questionnaire. The information that you provide will not be shared with any third parties, except, as the law requires it to be disclosed it in relation to the storage, processing or use of your stem cells.
- 2.3 The medical history of the Mother can affect the Unit and whether it is safe or suitable to be used in a transplant. This is why we ask that you provide true and complete answers to the Medical Health Questionnaire. Our customer advisor will complete the Medical Health Questionnaire during an interview with you. We will then provide you with a printed copy of the questions and your answers. Please review the printed copy of the Medical Health Questionnaire carefully and make any amendments necessary to ensure that all the information is complete and accurate.



Working with Virgin Health Bank to Collect and Store Stem Cells FAMILY BANK

- 2.4 Please let us know the name, telephone number and email address of your Collector at least four (4) weeks in advance of the due date for delivery of your Child so that we can ensure that we have an agreement in place with them as required by law and that they have appropriately trained.
- 2.5 If we inform you that the Collector you nominate is not for any reasonable reason a suitable person, you will promptly nominate another Collector.
- 2.6 You will ensure that your Collector takes a Maternal Blood Sample either at the time that the Unit is taken, or if this is not possible, within no more than 7 days of the delivery of your Child.
- 2.7 The Collector must ensure that the Collection Report is completed and signed by them and that all of the containers are correctly labeled and signed by you. If the containers are not signed by you, the containers and the cord blood and Maternal Blood Sample will be destroyed.

Following Collection of the Unit

- 2.8 Please let us know within two (2) hours of the Unit or Maternal Blood Sample being taken that the Unit and/ or Maternal Blood Sample is/ are ready for collection and where the Unit and Maternal Blood Sample should be collected from and a contact name and telephone number in case of queries. Please use our 24 hour collection line for this purpose: 0845 620 9663.
- 2.9 It might be necessary for a second Maternal Blood Sample to be supplied. We will notify you of this and at the same time will provide you with the necessary Collection Kit for the collection. You will need to arrange for a Collector to collect a second Maternal Blood Sample.
- 2.10 You agree that if we decide, whether for any of the reasons in Term 1.7 or any other reasonable reason, that the Unit cannot be stored, then you accept our decision on this matter as final. In these circumstances you will not be required to pay the processing and storage fees, as provided in the Fee Schedule.
- 2.11 The separate UK Informed Consent to Low Volume Storage Form offers you the



Working with Virgin Health Bank to Collect and Store Stem Cells FAMILY BANK

opportunity, prior to the Unit being taken, to give your consent to the processing of the Unit and the storing of the stem cells obtained in the event that the volume of Cord Blood collected is lower than 35 milliliters. The reason for asking for your consent is that this volume is not enough to make a treatment unit of stem cells using currently available technology.

- 2.12 If you do not sign the "Informed Consent to Low Volume Storage Form", you will be deemed to have rejected the offer to process and store a low volume Unit, unless we receive instructions to the contrary from you within 24 hours of any request made by us for consent to store the low volume Unit. We are under no obligation to make any request for this consent, but might in some circumstances choose to do so. If we do not receive your consent to store the Unit within such 24-hour period or we do not contact you, the Cord Blood will be destroyed and any fees for storage and processing that you might have already paid will be refunded. In this case, the Booking Fee will not be refunded, but will be retained to cover our costs for the Collection Kit and administration.
- 2.13 Medical conditions affecting your unborn Child might affect whether or not we might legally store the Unit and/ or whether it might be suitable for use. Please therefore let us know if at any time before or after their birth, your Child has or is considered at risk of any chronic or inherited medical conditions. We will discuss these with you before reaching a decision on whether or not to retain the Unit in storage based on the legal requirements imposed on us.
- 2.14 If the Unit is to be used for transplant purposes, we will contact you to ask about the health of your Child since birth. This is because if your Child suffers from certain types of diseases, this might mean that the Unit is not be safe to be used for any transplant.

Informed Consent

- 2.15 The separate UK Informed Consent Form sets out clearly what we might do:
- (a) with personal information belonging to you and to your Child; and
 - (b) with the Unit and Maternal Blood Sample;



**Working with Virgin Health Bank to Collect and Store Stem Cells
FAMILY BANK**

and we ask that you read the form carefully and ask us if you have any questions before signing it to indicate that you agree to this.

- 2.16 We are obliged by law to collect and store personal information about you and about your Child. The law also requires us to make sure that you understand where we will store that personal information, what we will do with it, who we might transfer it to and where it might be transferred and for what purposes. This is included in the Informed Consent Form.
- 2.17 You have provided us with details of your General Practitioner via our customer care advisors and you agree that we may write or otherwise contact to your General Practitioner to provide details of the results of tests we perform on the Unit and Maternal Blood Sample.

Keeping in contact

- 2.18 From time to time we are obliged to contact you about the stored Unit.
- 2.19 It is vitally important that you tell us as soon as possible of your new address if you move home or change your telephone number or email address.
- 2.20 You might also provide us with a third party's name and address together with their written consent to our storing and using their details in case we are unable to contact you.



FEE SCHEDULE (all fees include VAT as applicable)

(Pounds Sterling (£))	Booking Fee*	Processing and Storage Fee (either single instalment, or payment plan of <u>4 Instalments over 9 months</u> starting from the collection date)		TOTAL PAYMENTS	Signature of Mother and second legal guardian (if any) in <u>ONE BOX ONLY</u>
Family Bank	£300	<u>Single Instalment:</u>	£1,595	£1,895	
		<u>Payment Plan:</u> Instalment 1 £595 Instalments 2 and 3 £367 Instalment 4 £366	£1,695	£1,995	
Community Bank	£300	<u>Single Instalment:</u>	£695	£995	
		<u>Payment Plan:</u> Instalment 1 £395 Instalments 2 and 3 £150 Instalment 4 £100	£795	£1095	

* If you notify us in writing that you wish to terminate the Contract at any time before a collection kit has been dispatched, we will refund your booking fee of £300

Cost of replacing collection kit lost or damaged after delivery:	£300	
<u>Note:</u> If Unit is collected but is not stored (whether or not tested or processed), then the Processing and Storage Fee in the following sums is not payable.	Family Bank: £1,595 single instalment or £1,695 for payment plan	Community Bank: £695, single instalment or £795 for payment plan

Authorised by the Human Tissue Authority. Licence number 22514
Registered office: Virgin Health Bank Limited, 27, Old Gloucester Street, London, WC1N 3AX, United Kingdom
Registered in England. Registered number: 05359946
VAT registration number: 858 3748 73

1. These fees include applicable VAT. However, if the rate of VAT changes between the date of the Contract Documents and the date of delivery of the Collection Kit to you, we will adjust the VAT you pay, unless you have already paid for the Services or Goods in full before the change in the rate of VAT takes effect.
2. You agree that you will pay us the following amounts (in the amounts set out in the Fee Schedule) for the services we are to provide:
 - (a) The **Booking Fee**, which you are to pay to us before we will send a Collection Kit to you. The Booking Fee includes the cost of setting up your account with us as well as the cost of the Collection Kit and its delivery to you. The Booking Fee cannot be refunded to you once a Collection Kit has been dispatched to you because the Collection Kit cannot be used by any other person.
 - (b) The **Storage and Processing Fee**, which pays for the transportation of the Unit and Maternal Blood Sample from a location in the UK to our facility, the costs of the Maternal Blood Tests and the processing, cryopreservation and storage of the Unit (and, if the Unit is to be stored in the Community Bank, HLA tissue typing). If the Storage and Processing Fee is to be paid in instalments, the first instalment will be due to be paid when you notify us that your Unit and Maternal Blood Sample is or will shortly be ready to be collected. The next three instalments will be due to be paid every three months after the date the first instalment was due to be paid. If the Unit is unsuitable for processing or storage, or both, the Storage and Processing Fee will not be charged.
3. The following additional sums might also be payable if you choose these services:
 - (a) the costs of couriering the Unit and Maternal Blood Samples if they are collected at a location outside the UK;
 - (b) HLA tissue typing if you request this for a Unit to be included in the Family Bank; and
 - (c) collection and transportation to the UK of Units collected outside the UK.
4. If you fail to pay the Booking Fee in cleared funds, the Collection Kit will not be sent to you and our Contract with you will automatically terminate upon the birth of your child.
5. If you fail to pay the Storage and Processing Fee or any of the instalments on the due date for payment, we will tell you in writing. If you continue to fail to pay the Storage and Processing Fee or any instalment within 30 days of our written request, we shall have the right to charge you interest of three per cent (3%) above the Barclay's Bank base rate at that time until the outstanding sum is paid to us in full in cleared funds.

6. Without limiting any other remedies or rights that we may have, if you fail to pay the Storage and Processing Fee or any of the instalments on the due date for payment and continue to do so (60) days after we have sent you a written request for such payment, we reserve the right to terminate this Agreement by notice in writing to you having immediate effect. You accept and agree that if we send you a notice of termination that the Unit and any Maternal Blood Sample(s) will become our property and that we may use or dispose of them as we might decide.

Understanding the Difference between the use of Units stored in the Community Bank and of Units stored in the Family Bank

Use of Units stored in the Community Bank

7. Units stored in the Community Bank are split into two:
- (a) stem cells from the first 5millilitres of the Cord Blood will be reserved exclusively for use by you and your family. (**Note:** At today's date, the number of stem cells which we generally expect to extract from 5ml of Cord Blood is smaller than the number of stem cells needed for any treatments currently available, so this volume might not be sufficient to successfully treat you or your family with treatments and technologies that are currently available);
 - (b) stem cells from the rest of the Cord Blood collected, in excess of the first 5millilitres, will be donated to and be available for use in the Community Bank.
8. If you opt for the Community Bank, you agree that all your rights, title and interest, both legal and beneficial in the Unit other than the stem cells extracted from the first 5millilitres of Cord Blood are irrevocably transferred to Virgin Health Bank from the time we collect the Unit from you.
9. The stem cells extracted from the first 5millilitres of Cord Blood will only be released by Virgin Health Bank to an establishment to which by law Virgin Health Bank is permitted to transfer the Units and after Virgin Health Bank has received from you a properly completed release form (available from Virgin Health Bank) which includes the written consent of the Responsible Person and of the receiving facility or clinician and all details which Virgin Health Bank is at the time required by law to obtain. You should be aware that the Child becomes the Responsible Person when they reach the age of 18 and will therefore sign the release form if the release is to occur after their 18th birthday.

Use of Units stored in the Family Bank

10. Family Bank Units are stored on your behalf, but Virgin Health Bank can only release them to an establishment to which by law Virgin Health Bank is permitted to transfer the Units and after Virgin Health Bank has received from you a properly completed release form (available from Virgin Health Bank) which includes the written consent of the Responsible Person and of the receiving facility or clinician and all details which Virgin Health Bank is at the time required by law to obtain. You should be

aware that the Child becomes the Responsible Person when they reach the age of 18 and will therefore sign the release form if the release is to occur after their 18th birthday.